

COLLECTIVE BARGAINING AGREEMENT

between

Minnesota Newspaper and Communications Guild – CWA Local 37002

and

MinnPost

January 1, 2024 through December 31, 2026

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AGREEMENT

Preamble

This collective bargaining agreement (“Agreement”) is entered into by and between MinnPost, a nonprofit, nonpartisan journalism enterprise (“Employer,” or “MinnPost”), and the Minnesota Newspaper and Communications Guild, TNG-CWA Local 37002 chartered by The NewsGuild-CWA (AFL-CIO), on behalf of the bargaining unit of eligible employees of MinnPost that it represents (“Guild,” or “Union”).

MinnPost, the Guild, and all employees commit to treating each other with mutual respect and dignity.

Article 1: Recognition, Coverage, and Jurisdiction

A. MinnPost recognizes the Guild as the exclusive collective bargaining representative for the purposes of wages, hours of work, and other material terms and conditions of employment for all employees covered by this Agreement.

B. This Agreement covers all full-time and part-time employees employed by MinnPost, except for employees in positions excluded by the National Labor Relations Act (NLRA), as amended from time to time, including but not limited to: managers and supervisors; interns; volunteers; confidential employees; temporary employees; independent contractors and freelancers; guards; any employees with bargaining unit positions that are subsequently reclassified as excluded based on new or changed duties that make such positions managerial, supervisory, or confidential; and any other employees in current or new positions excluded by the NLRA, as amended from time to time.

C. The jurisdiction of the Guild is defined as all work presently being performed for MinnPost by the employees covered by this Agreement, and the performance of such work that shall be assigned to employees within the Guild’s jurisdiction.

D. MinnPost will give notice to the Guild of any new positions that are created during the term of the Agreement. If MinnPost creates during the term of this Agreement a new position that MinnPost asserts should be excluded from the bargaining unit, the Guild may initiate discussions with MinnPost to challenge the excluded designation. In the event of a failure of the parties to reach an agreement on the status of a newly created position, the matter may be moved to arbitration pursuant to Article 13 of the Agreement.

Article 2: Union Security

A. All employees covered by this Agreement shall be required to join the Guild or pay required dues within sixty (60) days of the execution of this Agreement. New employees shall be required to join the Guild or pay required dues within sixty (60) days of their date of hire as long as this Agreement remains in effect. All employees shall, as a condition of continued employment, for as long as this Agreement remains in effect, maintain their membership in good standing in the Guild or, in the alternative, pay fees equivalent to the dues and fees which are to be used for the purpose of collective bargaining, contract administration, or grievance adjustment. The Guild

agrees to make membership in the union available on the same terms and conditions generally applicable to other members of the Guild.

B. MinnPost agrees to deduct from a bargaining unit employee's earnings that employee's Guild membership dues or other authorized fees or assessments upon receiving a voluntary written authorization from that employee that conforms and is in accordance with all applicable federal and state laws in the standard form provided below:

To: MinnPost

ASSIGNMENT AND AUTHORIZATION TO DEDUCT UNION MEMBERSHIP DUES

I hereby assign to the Minnesota Newspaper & Communications Guild from any salary or wages earned or to be earned by me as your employee, an amount equal to all union initiation fees, dues and assessments lawfully levied against me by the union for each payroll period following the date of this assignment as certified by the Minnesota Newspaper & Communications Guild.

I hereby authorize and request you to check-off and deduct such amounts from each payroll period for which such initiation fees, dues and assessments are levied and the union so notified you, from any earnings then standing to my credit as your employee, and to remit the amount deducted to the Minnesota Newspaper & Communications Guild.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the union, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between yourself and the union, whichever period shall be shorter, unless written notice of its revocation is given by me to yourself and to the union by registered mail, or delivered to the union office in person, not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable collective agreement between yourself and the union, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which you receive it.

C. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates provided to MinnPost by the Guild. An authorized officer of the Guild must inform MinnPost in writing of any change to the deduction rates at least thirty (30) days before the month for which the deduction rate is to be changed. The deductions shall continue as long as the authorization remains effective. All monies collected by MinnPost under this provision will be deducted from the employee's earnings each pay period and be promptly remitted to the Guild, along with a wage report showing earnings and total hours compensated by category

(regular, sick, vacation, etc.) for each payroll period within the previous month for each bargaining unit member.

D. MinnPost makes no representations regarding and assumes no responsibility for the lawfulness or effectiveness of the assignment form referenced in Paragraph B. The Guild will defend, indemnify, and hold MinnPost harmless against any and all claims, liabilities and costs MinnPost may incur as a result of having performed its obligations under this Article.

E. MinnPost agrees to provide a copy of this Agreement to all new hires.

F. Up to three (3) employees at any one time will be granted time off of work with no loss of pay to participate in negotiations and/or contract administration meetings with MinnPost or MinnPost's representative.

G. Management will not discriminate against any unit member because of their membership or other protected activity in the Guild, in compliance and consistent with the National Labor Relations Act.

Article 3: Management Rights

A. Management of the facility, operations, and workforce covered by this Agreement are vested exclusively in MinnPost, except as limited by the specific provisions of this Agreement. MinnPost shall continue to have all sole and exclusive rights customarily reserved to the employer, including but not limited to the rights to: hire, evaluate, promote, demote, suspend, discipline, transfer, lay off, recall, and discharge for just cause; relieve employees from duty because of lack of work or other proper reasons; establish rules pertaining to the operation of the facility and permissible conduct of employees; schedule operations, and all hours of work; assign, direct, designate, and schedule duties, including overtime work; determine appropriate staffing levels, including whether to fill vacant positions; control all employer property; make technological improvements and install or remove equipment; select supervisory personnel and control their conditions of employment; plan, control, direct, form, discontinue, consolidate, or reorganize the organizational structure; and designate work to be subcontracted and select subcontractors. MinnPost shall have the sole right to decide all work methods, techniques, and processes, as well as the methods of selling, distributing, and providing all products and services.

B. The above-mentioned rights are not all-inclusive, but merely indicate the types of rights that are reserved to management. It is understood that the rights, power, and authority held by MinnPost prior to the signing of this Agreement, whether exercised or not, are retained by and remain exclusively with MinnPost, except as specifically limited or modified by the express provisions of this Agreement.

Article 4: Information

A. MinnPost will notify the Guild in writing or electronically no later than thirty (30) days after any of the following events:

1. A new bargaining unit employee is hired, along with the following information for the new hire: name, hire date, job title, full time or part time, annual salary or hourly rate of pay, pronouns (when provided), home address, mobile phone number, and work email address.
2. Any resignations, retirements, deaths, promotions and/or transfers out of the bargaining unit.
3. Any merit increases granted to a bargaining unit employee, including the employee's name, amount of merit increase, resulting new salary, and effective date.
4. Any changes in written, formal job description responsibilities and/or other material changes to terms and conditions of employment for bargaining unit employees.
5. Updated home address and/or mobile phone number that has been provided to MinnPost by an employee in the bargaining unit.

Article 5: Hiring

- A. MinnPost will send any job postings via email to the full MinnPost staff five (5) business days before the position is posted externally.
- B. MinnPost will follow any diversity, inclusion and equity (DEI) policies recommended and approved by its DEI staff committee in the hiring process.
- C. Onboarding. MinnPost will provide all new employees with a basic orientation in the first week of employment that covers the procedures, policies, and practices of the operation of MinnPost as well as an explanation of salary and benefits. MinnPost will offer assistance to new employees in scheduling one on one meeting opportunities with other MinnPost employees.
- D. All job postings for vacant bargaining unit positions will include the following language: "This position is covered by collective bargaining agreement with TNG-CWA 37002, the Minnesota Newspaper & Communications Guild."

Article 6: Employee Classifications

- A. Employment Classifications. Employees are classified as either exempt or non-exempt in accordance with the U.S. Department of Labor's Fair Labor Standards Act (FLSA).
 1. Exempt Employees. An employee who is exempt from overtime provisions of state and federal law.
 2. Non-Exempt Employees. An employee who is subject to the overtime provisions of state and federal law.
- B. Part-Time: A part-time employee shall be defined as an employee who is regularly scheduled to work less than thirty-two (32) hours per week, but at least twenty (20) hours per week.

C. Temporary:

1. A temporary employee shall be defined as an employee who is hired for a period not to exceed nine (9) months, to work when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, to relieve regular employees because of illness, to work during vacation or other leave of absence periods, to temporarily fill a vacated regular position, or to provide unique skills not readily available among employees. Temporary employees will be notified of their status as a temporary employee in the employee's offer letter. Temporary employees are not covered under the terms of this Agreement. In the event a temporary employee is converted to a regular full-time or part-time status, such temporary employment will count toward the employee's probationary period, and their date of hire shall be the date they were hired as a temporary employee.

2. Within two weeks of hiring a temporary employee, MinnPost shall notify the Guild, in writing, with the name of the temporary employee, the work they are undertaking and the projected length of time the employee is expected to work. Temporary employees will not be employed for work normally or appropriately performed by a regular part-time or full-time employee (except in cases of filling vacancies caused by leaves of absence), nor where such employment would effectively eliminate or displace a regular part-time or full-time employee.

D. Fellows and Grant Contingent:

1. Employees deemed grant contingent or fellows will be notified of their status as a fellow or grant contingent employee in the employee's offer letter. Grant contingent employees and fellows (including Report for America hires for purposes of this Article) will not be covered under the terms of this Agreement if their employment is for nine (9) months or less. A grant contingent employee or fellow who is employed for more than nine months, or whose employment is extended beyond nine months, will be eligible for membership in the bargaining unit. An employee will not remain at the Fellowship pay classification for more than 24 months. Fellows or grant contingent employees will not be employed where such employment would effectively eliminate or displace a regular part-time or full-time employee, and the number of grant contingent employees and fellows shall not exceed 20% of MinnPost's full-time workforce at any one time.

2. In the event a fellow or grant contingent employee is converted to a regular full-time or part-time status, such employment will count toward the employee's probationary period, and their service to MinnPost will be calculated from their original hire date as a fellow or grant contingent employee.

Article 7: Probationary Period

A. Upon commencement of employment all bargaining unit employees shall serve a probationary period of six (6) months, beginning on their first day of work. Approximately ninety (90) days into the probationary period, a new employee will receive an informal review of the employee's performance to date, including any specific weaknesses in skills or performance which, if not corrected, could result in discharge prior to the expiration of the employee's probationary period. MinnPost may, at its sole discretion, end an employee's probationary period early if MinnPost identifies no concerns during the employee's 90-day review.

B. Probationary employees may be discharged at the sole discretion of MinnPost, with or without cause, and without recourse under Article 13 (Grievance and Arbitration Procedure) within this Agreement.

Article 8: Non-Discrimination/Anti-Harassment

A. MinnPost is committed to the principles of equal employment. MinnPost is committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is MinnPost's intent to maintain a work environment that is free of all types of harassment, including sexual harassment and discrimination, or retaliation because of actual or perceived age, race, color, national origin, ancestry, creed, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), reproductive health decisions, sexual orientation, gender identity or expression, marital status, familial status, personal appearance, matriculation, political affiliation, credit information, public assistance, employment status, physical or mental disability, genetic information (including testing and characteristics), local commissions activity, veteran status, uniformed servicemember status, status as a victim or family member of a victim of domestic violence, sexual offense, or stalking, or any other status protected by federal, state or local laws.

B. This policy applies to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, compensation, discipline including termination, the application of disability and/or temporary disability policies, and all other terms, conditions, and privileges of employment.

C. Harassment. Neither the Guild, nor MinnPost will tolerate harassment. Employees found to have engaged in harassment will be subject to disciplinary action, up to and including termination.

D. Retaliation. MinnPost prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

E. Reporting.

1. Employees should follow the reporting procedures in the MinnPost Employee Handbook if they witness or believe they have been subjected to any harassment or retaliation in violation of these policies.

2. MinnPost and the Guild accept no liability for harassment of one employee by another employee if the harassment was not known by MinnPost or the Guild. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences.

Article 9: Personnel File

A. Upon a written request by a bargaining unit employee, MinnPost will provide the employee with an opportunity to review the employee's personnel file once every six months and, upon

separation from employment, once each year following separation for as long as the personnel file is maintained.

B. MinnPost will notify an employee and the Guild of any negative personnel action placed in the employee's personnel file. If an employee disputes specific information contained in the employee's personnel file, MinnPost and the employee may agree to remove or revise the disputed information. If an agreement is not reached, the employee may submit a written statement, not to exceed five (5) pages, specifically identifying the disputed information and explaining the employee's position.

Article 10: Performance Evaluation

A. Each bargaining unit employee shall be eligible for a performance evaluation annually.

B. Review of current job description will be an element of an employee's annual performance evaluation, and if it is inaccurate or incomplete, the job description will be updated following the review. Job descriptions will also be updated at other times when there have been significant changes in the job's duties and/or responsibilities.

C. MinnPost will implement procedures for employees to voluntarily submit reviews of their immediate supervisor(s) and other management employees to the Executive Director, and for employees to voluntarily submit evaluations of the Executive Director to the Chair of the MinnPost Board of Directors.

D. There shall be no retaliation against an employee for their honest evaluation of a MinnPost colleague's job performance.

Article 11: Organizational Communication

A. In pursuit of the goal of clear communication and transparency at all levels within the organization, MinnPost will timely provide relevant information to employees about topics being discussed and decisions that are made in organizational spaces where employees are not offered an opportunity to give direct input. MinnPost is committed to open communication, while also maintaining that some information that is confidential, personal, private, privileged, or otherwise protected or limited by applicable law will not be shared with bargaining unit employees. The following list is not exclusive of potential avenues for MinnPost to share information with employees:

1. MinnPost will provide employees with a copy of the agenda for Board of Directors meetings in advance of each meeting and a copy of meeting minutes as soon as practical following their approval. MinnPost will also provide employees with a brief written report summarizing each Board of Directors meeting, including committee reports, within two weeks of the meeting.

2. MinnPost will provide employees during bi-weekly staff meetings with a brief written summary of the topics discussed and any decisions reached at leadership team meetings.

3. MinnPost will schedule a quarterly meeting with employees to share information about the organization's budgeting process and finances.

B. Labor Management Committee (LMC). The purpose of the Labor Management Committee (LMC) is to promote communication and increased effectiveness within the organization. The LMC is a space for the organization's staff and management to discuss, debate, and propose solutions around staff concerns and challenges beyond those addressed explicitly by this agreement. The LMC cannot change or override any language or provision of the collective bargaining agreement, including the Management Rights clause.

1. The Guild and MinnPost will designate up to three (3) representatives per side to attend each LMC meeting. Depending on the topic(s), different representatives may be designated for each meeting. A representative of the Guild may attend LMC meetings as one of the bargaining unit members' representatives. The LMC will meet within sixty (60) days of the execution of this Agreement. Meetings will be convened at least once every quarter after the initial meeting at mutually agreed upon dates and times, unless both parties agree to meet more frequently.

2. The position of Chair of the LMC shall alternate, meeting by meeting, between a Guild-represented employee and a MinnPost management representative. The Chair is responsible for assuring the meetings are scheduled, confirmed, and take place. Additionally, the Chair is responsible for co-creating an agenda with a member of the opposite party. The agenda should include mutually agreed upon standing agenda items and be delivered to all committee members at least one day prior to the meeting.

C. Management recognizes the Union's desire to provide input on decisions that impact them and the strategic direction of the organization. When it is appropriate and in their power to do so, management will invite a member of the union to join time-limited working groups that explore issues and make recommendations.

Article 12: Discipline and Discharge

A. Discipline and Discharge.

1. The right to discharge or discipline an employee is at the sole discretion of MinnPost, except that no employee who has completed their probationary period shall be disciplined or discharged without just cause.

2. The Guild agrees that in matters involving theft, fraud, insubordination, the breach of any fiduciary duty in relation to employment, severe or pervasive verbal abuse of a manager or coworker, or other unlawful harassment as defined by the EEOC, workplace violence, and other forms of gross misconduct, MinnPost has the right to accelerate discipline to a higher level, including discharge, immediately.

B. Progressive Discipline.

1. The parties agree that the purpose of discipline is to encourage employees to take corrective action and make improvements in their work performance and work habits. MinnPost therefore agrees that when disciplinary action is taken against an employee, discipline shall normally be corrective and progressive. As such, MinnPost will provide two (2) written warnings before terminating an employee, except as otherwise provided in paragraph 2 of this Section. There will be a reasonable period between warnings and between the final warning and termination of

employment. MinnPost will provide a copy of any employee warnings to the Union and/or notify the Union of an involuntary termination in writing within three (3) business days.

2. Prior disciplinary actions will be considered for purposes of future discipline on a case-by-case basis, depending on the seriousness of the prior and current offense, and the age of any prior offense. Generally, warnings older than twelve (12) months will not be considered for purposes of future discipline, unless the prior warnings establish a pattern of misconduct for the same behavior or other extenuating circumstances.

C. Suspension Pending Investigation. MinnPost may place an employee who is the subject of an investigation on a paid investigatory suspension. It is understood that such investigatory suspension does not constitute disciplinary action unless later converted to such by MinnPost.

D. Union Representative. An employee shall be given the opportunity to have a Union representative present at any investigatory meeting that may result in discipline, where discipline will be administered and in all grievance meetings. A meeting shall not be unreasonably delayed in the event a specific Union representative is unavailable.

Article 13: Grievance and Arbitration

A. A grievance is defined as a dispute concerning the interpretation or application of any provision of this Agreement. In the event a bargaining unit employee, group of bargaining unit employees, or the Guild has a grievance, it shall be adjusted according to the procedure below. The purpose of this procedure is to secure, in the easiest and most efficient manner, resolution of grievances.

Step 1. A good faith effort shall be made to resolve any grievance between an aggrieved employee or group of employees and their immediate supervisor. An aggrieved employee may have a Union representative's assistance with Step 1 upon request from the employee. Any settlement or resolution reached at this step is not precedential.

Step 2. If a settlement is not reached in Step 1, and the employee(s) wishes to initiate a formal grievance, it shall be set forth in writing and include the following information: the nature of the grievance, the facts upon which it is based (including the date of the occurrence or event giving rise to the grievance), the section(s) of the Agreement allegedly violated, and the relief requested. The written grievance must be submitted to MinnPost's Executive Director or the Executive Director's designee no later than twenty-one (21) calendar days after the occurrence of the event giving rise to the grievance. Within fourteen (14) calendar days after receiving the written grievance, MinnPost and the Guild shall arrange a meeting to attempt to resolve the grievance. MinnPost shall give its written response to the grievance to the designated Guild Representative within fourteen (14) calendar days following the meeting. Failure by MinnPost to respond within the designated timeframe will be considered a denial of the grievance.

Step 3. If no satisfactory settlement of the grievance is reached at Step 2, either MinnPost or the Guild may make a written request to participate in a nonbinding mediation of the grievance with the Federal Mediation and Conciliation Service within fourteen (14) calendar days after the Step 2 written answer is received or due. Participation in mediation under this Step 3 is voluntary and must be agreed to by both MinnPost and the Guild. If both parties agree to participate in a

mediation, it shall be conducted and completed before either party submits the grievance to arbitration.

Step 4. If mediation is unsuccessful in resolving the grievance, a request to participate in mediation is declined by one of the parties, or a timely request to participate in mediation is not made by either party, the Guild may submit a written demand for arbitration within fifteen (15) calendar days following the conclusion of the mediation, a declined timely request to participate in mediation, or MinnPost's response to the Step 2 meeting, whichever occurs latest. Any arbitration requested under this Step 4 will be administered by the Federal Mediation and Conciliation Service under its Labor Arbitration Rules.

B. Within ten (10) calendar days after receipt of a written demand for arbitration, the parties shall confer to select an arbitrator. If the parties are unable to agree on one arbitrator, the party demanding arbitration may request a list of seven (7) prospective arbitrators from the Federal Mediation and Conciliation Service. Either party may request up to one (1) additional list if the first supplied list is unsatisfactory. Each party shall take turns striking one name from the list until one name remains, which identifies the selected arbitrator. The party demanding arbitration strikes first. The party demanding arbitration shall bear any initial filing fees. The fees and expenses of the selected arbitrator shall be shared equally by MinnPost and the Guild, however, neither party shall be obligated to pay any portion of the cost of a stenographic transcript without prior consent. Additionally, each party shall be responsible for the costs and expenses of its own representatives and witnesses. The Arbitrator shall not have authority or jurisdiction to base their award on any alleged practice or oral understandings not incorporated into this Agreement. The Arbitrator shall interpret this Agreement based on the intent of the parties and cannot add to, delete from, or modify this Agreement. The Arbitrator's award shall be final and binding on MinnPost, the Guild, and the employees covered by this Agreement.

C. MinnPost and the Guild may mutually agree in writing to extend any deadlines set forth in the grievance procedure above, for example, to allow for additional time to investigate or negotiate a resolution to a grievance. Any request to extend a deadline must be made before the deadline has passed. Any agreement to extend a deadline shall not be precedential and shall not otherwise excuse strict compliance with the deadlines for other grievances. If the Guild does not make a timely request to move any grievance to the next step, the grievance will be deemed settled in accordance with MinnPost's disposition in the prior timely-requested step.

Article 14: Seniority and Layoffs

A. Seniority.

1. Seniority shall be calculated from the employee's hire date with the Employer.
2. Any authorized leave shall not constitute a break in service for purposes of seniority, and any time spent on leave shall count as service time in the computation of length of service benefits.
3. Seniority shall terminate if the employee quits or is discharged for just cause; fails to return to work at the expiration of an Employer-approved leave of absence; retires; or has a break in service of more than 60 calendar days.

B. Layoffs.

1. Definition. A layoff is the elimination of a bargaining unit position or positions, resulting in the separation of an employee or employees.

2. Notice. In the event of a layoff, MinnPost shall give the employee and the Union a minimum of thirty (30) days written notice in advance of the effective date. Upon request, MinnPost will meet with the Guild for the purpose of seeking alternative cost saving measures.

3. Order of Layoff. Layoffs of regular, full-time or part-time employees shall first consider each MinnPost employee's seniority. All other factors being equal, the qualified employee(s) with the most seniority shall be retained.

4. There will be no layoff of a bargaining unit employee when a temporary employee, contract employee or freelancer is performing work that the bargaining unit employee subject to a layoff could perform at a similar level factoring the needs, requirements and scope of the work to be done. It is not the intention of MinnPost to use excluded employees, freelance journalists, interns, temporary employees, artificial intelligence, or any combination thereof to replace bargaining-unit jobs.

5. After a period of sixty (60) consecutive days of employment for MinnPost, an employee who is laid off from employment, and returns as an employee of the organization within twelve (12) months of their termination, shall receive credit for past service in the computation of pay and benefits.

6. Recall. Employees laid off will be on a recall list for one (1) year. During that time, Employees will be recalled in order of seniority for positions for which they are qualified. An employee will have seven (7) calendar days from recall notice by last known email address or the postmarked date of certified mail, to notify MinnPost of the employee's intention to return to work.

7. MinnPost will consider offers of voluntary separation from employees before involuntarily laying off employees. MinnPost may accept or reject such offer at its sole discretion. Employees whose voluntary separation offer is accepted will be paid the amount of severance pay provided in Article 15 (Severance Pay) and any other amounts owed.

Article 15: Severance Pay

A. An Employee beyond the probationary period who is laid off or discharged from employment at MinnPost for reasons other than just cause will be entitled to severance pay.

B. Severance will be paid as follows: two (2) weeks of severance pay for each full year of employment with MinnPost, with a cap of twelve (12) weeks' of severance pay.

C. The severance pay will be divided into approximately equal installments and paid at MinnPost's regular payroll intervals during the period immediately following the employee's separation date. Severance payments will immediately cease in the event the employee is rehired during the severance pay period.

Article 16: No Strikes/No Lockouts

The Employer shall not declare any lockout during the life of this Agreement and the Union shall not cause, call or permit any strike.

Article 17: Editorial Concerns

A. An employee's byline or credit line shall not be used over the employee's protest. Bylines and credits shall be offered to bargaining unit employees for the hosting, production, shooting, editing, etc. of all stories, photos, and/or videos.

B. In the event of a substantive change in material submitted by the employee, MinnPost will attempt to bring the change to the employee's attention prior to publication. If a question arises as to the accuracy of published material, MinnPost will attempt to discuss the matter with the employee prior to a correction or retraction being published. If there is a disagreement between an employee and the employee's editor over the accuracy of published material, the employee is encouraged to raise the issue with their supervisor first. If the disagreement remains unresolved, the employee may request a follow-up meeting with their supervisor and another editor to help resolve the concern, with the option to have a MinnPost union steward present. The employee may instead opt to have a union representative observe the meeting, provided the union representative serves as a witness only. The employee will not be subject to reprisal for reporting a concern under this Article.

C. MinnPost will not require an employee to yield custody or make disclosure of information, notes, documents, films, or other materials to any person other than the editor or the editor's representative except as required by law. The editor shall notify the employee concerned of any demand on the editor for such surrender or disclosure of authentication. However, the decision regarding disclosure or surrender of such materials remains at the discretion of MinnPost.

D. Should any employee be proceeded against under law because of refusal to make disclosure or authenticate such materials, MinnPost will provide assistance including legal fees, payment of damages, and reimbursement for any loss of pay, provided that the employee was acting in the performance of the duties of employee's position, was not guilty of intentional misconduct, willful neglect of the duties of employee's position or in bad faith, and has not been indemnified by any other person or entity for the same damages.

E. MinnPost will commit to follow Associated Press (AP) and Society of Professional Journalists (SPJ) guidelines on the use of Artificial Intelligence (AI) and will treat AI-generated content as source material that requires editing and fact-checking by a human prior to being published.

Article 18: Ethical Concerns

If an employee believes in good faith that an assignment or directive would violate any federal, state, or common law or rule, or would be inconsistent with the Society of Professional Journalists Code of Ethics or the Association of Fundraising Professionals Code of Ethical Standards, the employee is encouraged to raise the issue with their supervisor first. They also may request a meeting with their supervisor and another member of management to resolve the concern, with the

option to have a MinnPost union steward present. Alternatively, the employee may request to have a union representative observe the meeting, provided the union representative serves as a witness only. The employee will not be subject to reprisal for reporting a concern under this Article or as otherwise prohibited by law.

Article 19: Hours, Schedule Flexibility & Compensatory Time

A. MinnPost will continue its practice of permitting employees to work flexible schedules, including the accumulation and use of compensatory time, as needed, provided such arrangements do not negatively impact MinnPost. Employees will communicate as necessary with their immediate supervisor(s) to facilitate such flexibility. Nothing in this Agreement shall be construed as a limitation on MinnPost's rights to determine or alter the scheduled operations, workweeks, shifts, and hours of work, or to assign and schedule employees for that work.

B. Timekeeping. To ensure that MinnPost has complete and accurate time records and that employees are paid for all hours worked, employees properly classified as non-exempt from overtime under the Fair Labor Standards Act (FLSA) must record all working time, including time outside of their normal schedule. Employees should alert their supervisor as soon as possible and in no event later than the end of the pay period of any timekeeping errors.

C. Overtime. All overtime hours must be approved by an employee's supervisor. Any non-exempt employee who performs authorized work in excess of 40 hours in any one week will be compensated at one and one half (1.5) times the employee's regular rate of pay.

D. A non-exempt employee scheduled to work a minimum of four (4) consecutive hours or more will be provided a minimum fifteen (15) minute paid rest period for each scheduled four (4) hours or fraction thereof. Employees are not required to take their paid rest period.

E. Remote Work.

1. Whenever MinnPost has mandated or encouraged the majority of employees to work remotely because of a prolonged health or safety emergency or other extenuating circumstances, MinnPost will give a minimum of two (2) weeks' notice before requiring any employee to return to work full-time in shared office space, unless impracticable to do so.

2. Employees whose job functions are compatible with remote work can choose to work remotely, in shared office space, or a hybrid model. MinnPost retains the discretion to require employees to complete certain job functions in person that cannot be done remotely and to attend certain meetings and events in person. In the case of in-person meetings in shared office space, employees will be given at least twenty-four (24) hours' notice. In addition, MinnPost retains the discretion to require an employee to return to shared office space based on a demonstrable productivity concern. The decision to require an employee to return to shared office space, will not, in and of itself, be considered disciplinary action.

3. If an employee's decision to work remotely would subject MinnPost to new or additional state or local employment laws, MinnPost may require the employee to work primarily in a MinnPost shared office space location or require the employee to reside in the same state/locality that the employee is primarily assigned to work.

4. An employee's decision to work remotely or in MinnPost shared office space will not negatively affect the employee's assignments, pay, or other material terms and conditions of employment.

Article 20: Salary and Wages

A. Minimum Salaries.

1. Effective as of January 1, 2024 or the first full pay period following the ratification of this Agreement, whichever occurs later, the minimum salaries for bargaining unit positions will be as follows:

- Fellowship: \$53,000
- Reporter 1: \$63,000
- Reporter 2: \$68,000
- Creative Director: \$62,000
- User Experience Engineer: \$86,000
- Development Associate: \$54,000
- Membership Manager: \$68,000

2. If MinnPost adds a new bargaining unit position during the life of this Agreement that is not included above, MinnPost will provide the Guild with at least 30 days' notice and meet with the Guild to establish a minimum salary for the new position based on the known current salary information for the same or substantially similar position with comparable employers or similar benchmarking data.

3. The salaries listed above are minimum rates only. MinnPost may, in its discretion, hire employees at higher starting salary rates, or grant other bonus or merit increases in addition to any contractually agreed-upon increases.

4. Effective as of January 1, 2024 or the first full pay period following the ratification of this Agreement, whichever occurs later, Employees who do not see an increase to their annual salary based on the new minimum salaries provided in this paragraph will receive an eight percent (8%) increase to their current annual salary.

5. A Reporter will qualify for Reporter 2 status after eight (8) or more years of total professional reporting experience. Reporter 2 qualifying experience will be calculated as the number of years of full-time equivalent paid work in a professional news gathering capacity. A Reporter will be promoted to Reporter 2 status on their MinnPost anniversary hire date upon achieving the required years of experience.

6. MinnPost retains ultimate discretion in determining a Reporter's total years of creditable service. Upon hire of any Reporter, MinnPost will inform the Employee and the Guild of the number of years of experience credited for that Employee.

B. Across-the-Board Annual Increases. Beginning January 1, 2025 (and each following January 1), all employees will receive an annual percentage increase in salary based on MinnPost

budget considerations. The percentage increase will be announced at least one month prior to January 1. If the announced amount is less than three percent (3%), MinnPost will meet with the Guild to share the financial data used to determine the increase.

C. Cost of Living Adjustment. An employee assigned to work primarily in Washington, D.C. will receive an additional \$5,000 in the employee's annual salary to compensate for increased living expenses.

D. No employee will see a reduction of salary as a result of the implementation of this Agreement.

Article 21: Paid Holidays, Vacations and Sick and Safe Paid Time

A. HOLIDAYS

1. In addition to vacation, all MinnPost employees receive the following paid holidays each year: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Day after Thanksgiving, and Christmas Day. In addition, MinnPost offers employees four (4) personal floating holidays.

2. If a paid holiday falls on a Saturday, the Friday prior will be observed as an official holiday. If it falls on a Sunday, the Monday will be observed.

3. Personal floating holidays must be scheduled with an employee's supervisor's approval as far in advance as possible. MinnPost will generally grant personal holiday requests when possible, taking business needs into consideration.

4. If a paid holiday occurs during an employee's scheduled vacation, the employee will receive a day of holiday pay and continue to have an extra vacation day. An employee is not eligible to receive holiday pay when on a personal leave of absence or if the employee is a part-time employee who is not usually scheduled to work on a day in which a holiday falls. Holidays and personal days are not considered time worked for purposes of overtime.

5. If MinnPost requires an Employee to work on a paid holiday, the Employee will receive a compensatory day off.

B. VACATION

1. Paid vacation time will be prorated the first year of employment based on start date. An employee is eligible to begin using vacation after the first thirty (30) calendar days of employment. After the first year of employment, the amount of vacation received each year is based on the employee's length of service and will be allotted each January 1 according to the following schedule:

- a. First and second year of employment: 15 days
- b. Third through fourth year of employment: 20 days

c. After the fifth year of employment: 25 days

2. Part-time employees will accrue vacation on a pro-rated basis consistent with an employee's regularly scheduled weekly hours.

3. A maximum of five (5) days unused vacation on December 31st will be rolled over and can be used before the end of the first quarter of the following year. In the event an employee is separated from MinnPost in the first quarter of a calendar year, unused vacation accrued from the previous calendar year will not be paid out at termination of employment.

4. MinnPost will provide all employees an updated total of accrued unused vacation time upon request.

5. When feasible, vacation requests shall be made as far in advance as possible. MinnPost will generally grant vacation requests when possible, taking business needs into consideration.

6. Vacation time will not be considered hours worked for purposes of computing overtime. MinnPost may require employees to use any unused vacation during disability, family medical leave, or any other leave of absence where permitted or required under local, state, or federal law.

7. Upon separation of employment, all accrued but unused vacation time will be paid to an employee except in the following instances:

a. Employees who are terminated for just cause;

b. Employees who voluntarily resign and give less than two (2) weeks' notice except in exceptional extenuating circumstances beyond the employee's control; and

c. Employees who have exhausted their entitlement to Paid Family and Medical Leave and/or Minnesota Pregnancy and Parental Leave under Article 23 (Leaves of Absence) and thereafter fail to return to work for at least fourteen (14) calendar days following the leave of absence, unless the reason the employee does not return is due to exceptional extenuating circumstances beyond the employee's control.

C. PAID SICK LEAVE

1. On each January 1, regular full-time employees are allotted twelve (12) sick days per calendar year. Paid sick leave for full-time employees will not carry over from one year to the next, but will be replenished at the beginning of the next calendar year.

2. Part-time employees scheduled to work fewer than 32 hours per week are eligible to earn one hour for every 30 hours worked to use paid sick leave. In Minnesota, part-time employees can carry over any accrued and unused sick leave into a new calendar year, and an employee can continue to earn sick leave up to a cap of eighty (80) hours at any time.

3. An employee who works in the District of Columbia may carry over unused sick leave from year to year in compliance with DC law.

4. An employee may be required to use available sick leave during family and medical leave, disability leave or other leave.

5. Unused leave will not be paid out on termination of employment.

6. Notice of Need for Leave. Employees must give notice of any need for sick leave to their supervisor as far in advance as possible, except in cases of emergency, in which case an employee should notify their supervisor as soon as possible.

7. Qualifying Reasons for Leave. If eligible, an employee is entitled to paid sick leave for any of the following:

a. An employee's own illness/injury and an employee's own medical or dental appointments including treatment, recuperation or preventative care.

b. The illness/injury and medical or dental appointments of an employee's family member including treatment, recuperation or preventative care

c. To care for a family member during an emergency closure of school or place of care, including for inclement weather.

d. To obtain social or legal services if an employee or an employee's family member is a victim of stalking, domestic violence, or sexual abuse, in order to:

(i) Seek medical attention for physical or psychological injury or disability caused by stalking, domestic violence, or sexual abuse;

(ii) Obtain services from a victim services organization;

(iii) Obtain psychological or other counseling;

(iv) Temporarily or permanently relocate;

(v) Take legal action, including preparing for or participating in any civil or criminal legal proceeding; or

(vi) Take any other actions to enhance the employee's own health or safety or that of a family member, or to enhance the safety of those who associate or work with the employee.

8. As used in this policy, family member means the following individuals:

a. Spouse.

b. Domestic partner.

c. Child (including foster child or grandchild)

d. Parents.

e. Parents of a spouse.

f. Brothers and sisters.

g. The spouse of a child, brother, or sister.

h. Other family member to whom the employee is related by blood, legal custody, or marriage.

- i. A person the employee has lived with for the past 12 months, and with whom the employee maintains a committed relationship.
- j. A child who lives with the employee and for whom the employee has permanently assumed parental responsibility.
- k. A covered person on the employee's insurance.

9. Other Sources of Leave. An employee will not be entitled to paid sick leave if they are eligible and receive payments for the same qualifying reason under any other benefit MinnPost offers (e.g., paid family and medical leave) or workers' compensation law.

10. Reinstatement of Paid Sick Leave Upon Rehire. If an employee is separated from employment with MinnPost and rehired within twelve (12) months, the employee's previously accrued paid sick leave will be reinstated and immediately available for use (provided the employee was previously eligible to use the leave).

11. Certification.

a. MinnPost may require that paid leave for three or more consecutive days be supported by reasonable certification, which may include (but is not limited to) a signed document from a health care provider affirming illness. An employee will not be required to produce evidence of domestic violence, sexual abuse, or stalking.

b. The requirements for certification will not require a health care professional to disclose information in violation of § 1177 of the Social Security Act (110 Stat. 2029; 42 U.S.C. § 1320d-6), or the regulations according to § 264(c) of the Health Insurance Portability and Accountability Act of 1996, (110 Stat. 2033; 42 U.S.C. § 1320d-2, note).

c. Information provided to MinnPost will not be disclosed by MinnPost, unless the disclosure is:

- (i) Requested or consented to by the employee;
- (ii) Ordered by a court or administrative agency; or
- (iii) Otherwise required by applicable federal or local law.

12. The parties agree that the benefits provided under this Article are comparable to or better than those provided under any applicable state or local law requiring paid sick leave. Accordingly, to the maximum extent authorized by such laws, the Guild and any employees covered by this Agreement expressly waive any rights or entitlements to paid sick leave benefits required or provided under any state or local law.

13. Retaliation. MinnPost will not retaliate against employees who request or take leave in accordance with this policy.

Article 22: Health Insurance and Benefits

A. Health Insurance.

1. MinnPost offers group health insurance benefits to all employees working regularly scheduled thirty (30) or more hours per week and who have completed (30) days of employment and their eligible dependents. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from the Finance and Operations Department.

2. MinnPost covers the cost of 80% of the insurance premium for employees. Employees are responsible for 20% of their monthly insurance premium. If spouses or dependents are included on the plan, employees are responsible for 50% of the additional premiums.

B. Dental Insurance.

1. MinnPost will offer dental insurance benefits to all employees and their eligible dependents. Dental insurance benefits are described in detail in the applicable Summary Plan Description (SPD), which may be obtained from the Finance and Operations Department.

2. Beginning December 1, 2024, MinnPost will pay eighty percent (80%) of the premium for employee coverage for dental insurance benefits. Employees electing to participate in the dental plan will be responsible for paying the full insurance premium for any dependents, unless otherwise required by law.

C. 401(k) Plan.

1. Employees may participate in MinnPost's voluntary contribution retirement 401(k) plan by electing to make contributions through a pre-tax and/or post-tax (Roth) payroll deduction of a percentage of their compensation, up to a federally allowed yearly maximum. Other details and terms of the Plan are described in the Summary Plan Description (SPD), which may be obtained from the Finance and Operations Department.

2. Each payroll, MinnPost will match one dollar (\$1.00) to every dollar (\$1.00) contributed by an employee, to a maximum employer contribution equal to three percent (3%) of the employee's annual compensation. This provision will take effect no later than sixty (60) days after ratification of this Agreement.

3. Effective January 1, 2025, or as soon thereafter as administratively feasible, for purposes of employer matching contributions, an employee's qualifying payments toward student loan debt will qualify as retirement savings contributions, in accordance with the Secure 2.0 Act and all applicable regulations.

Article 23: Leaves of Absence

A. Employees may continue health and dental insurance benefits during an approved leave of absence under this Article, subject to all eligibility and other terms and conditions of the applicable Plan Documents, by continuing to pay the employee portion of premiums. If there is any conflict

between this provision and the terms of the applicable Plan Documents, the Plan Documents will control.

B. Birthing Person Health Leave. MinnPost provides short-term disability insurance for eligible employees that generally pays 60% of an employee's total weekly earnings, up to \$1,500 each week. MinnPost will supplement this insurance and pay the difference up to an eligible employee's full weekly earnings for an employee who gives (still or live) birth or is incapacitated prior to giving birth, for a total of up to six (6) weeks. Birthing Person Health Leave is a separate benefit from Paid Family Leave.

C. Paid Family and Medical Leave.

1. MinnPost provides up to eight weeks of fully paid time off for Paid Family and Medical Leave (PFML) in a year to employees. An employee may not receive more than a total of eight weeks of PFML in a year.

2. An employee is not eligible to take PFML or receive PFML benefits if the employee is currently receiving unemployment or long-term disability benefits, or until completion of their probationary period.

3. Qualifying Events and Length of Leave.

a. If eligible for PFML, an employee may take up to:

(i) Eight weeks of parental leave, which is leave for an employee to bond with a new child after:

(1) The birth of the child; (this benefit is separate from birthing person health leave benefit);

(2) The placement of the child from adoption or foster care into the employee's household; or

(3) The placement of the child (for whom the employee legally assumes and discharges parental responsibility) into the employee's household.

(ii) Six weeks of family leave, which is leave to care for an employee's covered family member with a serious health condition. For purposes of this provision, covered family members are those family members covered by the federal Family and Medical Leave Act.

(iii) Two weeks of medical leave, which is leave to care for an employee's own serious health condition.

4. Intermittent Leave. An employee may elect to take PFML intermittently. If an employee elects to use PFML intermittently, such leave must be taken so as to minimize any negative impact on MinnPost's normal operations to the extent possible (e.g., if intermittent leave is taken to attend medical appointments, an employee should attempt to schedule those appointments near the beginning or end of the workday or at times that would minimize disruption to their normal work duties).

5. Notice. If the need for PFML is foreseeable, an employee must provide written notice to MinnPost at least 30 business days in advance of the leave. If the need for leave is unforeseeable, an employee must provide written notice (or verbally in exigent circumstances) as soon as possible and no later than the start of the work shift for which they intend to take leave. When an emergency prevents an employee from providing notice before the start of the work shift for which they intend to take leave, the employee (or another individual on their behalf) must notify MinnPost of the need for leave in writing, or verbally in exigent circumstances, within 48 hours after the emergency occurs. The employee (or another individual on their behalf) must supplement verbal notice with written notice as soon as practicable. Notice should include:

- a. The type of leave requested;
- b. The expected duration of leave;
- c. The expected start and end dates of leave; and
- d. Whether the leave will initially be used continuously or intermittently.

D. Minnesota Pregnancy and Parenting Leave. In addition to the maximum eight weeks of Paid Family and Medical Leave provided in this Article, employees may take an additional four (4) weeks of unpaid leave upon the birth or adoption of a child. MinnPost may require an employee to use any accrued vacation and/or sick time concurrently with this leave.

E. Bereavement Leave. Upon request (made as far in advance as possible), MinnPost will provide up to three (3) days of paid bereavement leave to employees upon the death of an immediate family member (as defined in MinnPost's Employee Handbook). MinnPost will not unreasonably deny an employee's request to use accrued PTO and/or unpaid time off to attend funerals of other relatives or friends or to take additional leave for exceptional circumstances (e.g., arranging a funeral, executor of an estate, travel outside of the country). Paid bereavement leave will only be made for actual time lost for work. If leave occurs when an employee was not scheduled to work (e.g., on a weekend or scheduled holiday), payment will not be made. If any part of the leave occurs during an already scheduled vacation day, the employee will be allowed to substitute the bereavement leave for any scheduled PTO time, but may not be paid both for the same time missed.

F. Voting Leave. MinnPost encourages all employees to exercise their right to vote. Upon reasonable advance notice, MinnPost will provide an employee with at least two hours of paid leave to vote. MinnPost retains the right to require an employee to take such leave during a period designated for early voting or at the beginning/end of an employee's work shift.

Article 24: Minnesota Paid Family and Medical Leave Benefits

The Minnesota Legislature passed a new law (House File 2) providing for paid family and medical leave benefits that takes effect January 1, 2026. Because of some ongoing uncertainties relating to the new law, MinnPost and the Guild agree to reopen this Agreement from September 1, 2025 until December 31, 2025 for the sole and limited purpose of bargaining over the implementation and benefits provided under this new law and any existing family and medical leave benefits currently provided under Article 23 (Leaves of Absence) of this Agreement.

Article 25: Expenses

A. Mileage Reimbursement. Employees who use their own vehicles for work-related duties are eligible to be reimbursed for mileage at a rate equal to the federal IRS allowance. This does not include an employee's ordinary commute to and from their normal place of work.

B. Mobile Device Use. Through the life of this agreement, full-time employees will be reimbursed sixty dollars (\$60) per month for business-related use of personal mobile devices.

C. Reimbursement of Expenses. MinnPost will reimburse reasonable and necessary expenses incurred in carrying out job responsibilities in accordance with MinnPost's standard expense policies.

D. Professional Development.

1. Funding for professional development will normally be included in the annual budget.

2. Applications for professional development funds will be submitted to the Executive Director or their designee for approval and will include the following information: date of training, meeting or conference; name and accreditation of trainer or proposed agenda; required costs; and description of the professional benefit of the training, meeting or conference.

3. The Executive Director or their designee may approve limited time off with pay for an employee to participate in trainings, meetings and/or conferences related to the employee's current or anticipated work with MinnPost.

4. Should a request for professional development funding be rejected, employees may request a written explanation of why the proposal was denied.

Article 26: Savings Clause

If any provision of this Agreement is determined to be invalid by a court, administrative agency, or other adjudicatory body of competent jurisdiction or is rendered invalid by operation of federal or state statute, local ordinance, or other applicable government regulation or rule, such provision shall be treated for all purposes as null and void, and the remainder of this Agreement shall continue in full force and effect.

Article 27: Successorship

This Agreement binds the Parties successors, purchasers, transferees, lessees, and assignees.

Article 28: Duration

A. This Agreement shall commence on the 1st day of January 2024 and expire at 11:59 pm on December 31, 2026.

B. This Agreement shall be automatically renewed, on a yearly basis, thereafter unless either party gives written notice to the other between ninety (90) and sixty (60) days prior to the expiration date that it desires to modify or terminate the Agreement. In the event such a notice is provided, the Agreement shall remain in effect during the period of negotiations.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of signature.

EMPLOYER or MINNPOST:

MinnPost,
A nonprofit, nonpartisan journalism enterprise

Date: 12/28/2023

DocuSigned by:
By: Tanner Curl
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Its: Executive Director

GUILD or UNION:

Minnesota Newspaper and Communications Guild, TNG-CWA Local 37002 chartered by The NewsGuild-CWA (AFL-CIO), on behalf of the bargaining unit of eligible employees of MinnPost that it represents

Date: 12/28/2023

DocuSigned by:
By: Candace Lund
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Date: 12/29/2023

DocuSigned by:
By: Ava Kian
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Date: 12/29/2023

DocuSigned by:
By: Bee Howerton
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Date: 12/28/2023

DocuSigned by:
By: [Signature]
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Signature Page to Collective Bargaining Agreement