

Collective Bargaining Agreement

between

UNITE HERE Local 17

and

**MN Newspaper & Communications Guild,
TNG-CWA Local 37002 (AFL-CIO)**

May 1, 2022 through April 30, 2025

AGREEMENT

This Agreement entered into by and between UNITE HERE Local 17 of Minnesota, chartered by the UNITE HERE International Union, hereinafter referred to as the "Employer", and the MN Newspaper and Communications Guild, TNG-CWA Local 37002 (AFL-CIO), hereinafter referred to as the "Guild."

ARTICLE 1: RECOGNITION

1.01 Coverage. The Employer agrees to recognize the Guild as the sole and exclusive collective bargaining agent of the following Employees: Business Agents, Internal/External Organizers, and/or any employees in similar job titles and/or performing similar work, excluding Officers of Local 17, and supervisors and managers as described in the National Labor Relations Act (NLRA).

1.02 Respect and Dignity. The Guild and the Employer recognize that workers in the labor movement are professional employees deserving of the highest regard. The Guild and the Employer will work together to honor the principles of respect and dignity. The parties to this Agreement agree that the continued success and operation of UNITE HERE Local 17 is dependent upon their mutual respect for one another's work.

ARTICLE 2: UNION SECURITY

2.01 It shall be a condition of employment that all Employees of the Employer covered by this Agreement, shall by the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Guild. It shall also be a condition of employment that all Employees covered by this Agreement hired on or after its effective date, shall, by the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Guild.

2.02 "In good standing," for the purposes of this Agreement, is defined to mean the payment of a standard initiation fee and/or standard regular monthly dues, uniformly required as a condition of acquiring and/or retaining membership in the Guild.

2.03 UNITE HERE Local 17 shall provide to all Unit employees, both current and new hires, the membership and dues forms provided it by the Guild. Upon an employee's voluntary written assignment, UNITE HERE Local 17 shall deduct from the earnings of such employee and pay to the Guild not later than the twentieth (20th) day of each month an amount equal to Guild initiation fees, dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

2.04. Dues Deduction Form. The dues deduction assignment shall be made upon the following form:

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

I hereby assign to the TNG-CWA Local 37002 and authorize UNITE HERE Local 17 to deduct monthly from any

salary earned or to be earned by me as an employee, an amount equal to Guild dues, fees and assessments as certified by the Treasurer of the Guild starting in accordance with the terms of the Agreement. I further authorize, and request UNITE HERE Local 17 to remit the amount deducted to the Guild on a monthly basis.

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 Guild, 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 UNITE HERE Local 17 and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to UNITE HERE Local 17 and to the Guild by registered mail 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 contract between UNITE HERE Local 17 and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which UNITE HERE Local 17 receives it.

This assignment and authorization is in accordance with the Collective Bargaining Agreement and as a condition of my employment in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

Employee's signature

Date

ARTICLE 3:

UNION - EMPLOYER COOPERATION

3.01 The Guild shall have the right to elect a steward. In no instance shall a steward be discriminated against for discharging Guild duties, provided such duties do not interfere with the regular performance of work for the Employer.

3.02 Maintenance of UNITE HERE Local 17 membership. All bargaining unit employees shall remain as members in good standing with UNITE HERE Local 17.

3.03 The Guild may use UNITE HERE Local 17 facilities for union business with prior approval of the Employer.

3.04 Copies of Agreement. The Employer agrees to provide copies (electronic or hard copies) of the collective bargaining agreement to all new hires.

3.05 The Employer shall notify the Guild of newly hired employees in the bargaining unit within their first two weeks of employment.

ARTICLE 4:

LEGAL ISSUES

4.01 An employee shall not be dismissed or discriminated against because of membership or activity in the Guild, because of the employee's perceived or actual race, color, creed, religion, national

origin, sex, gender identity, age, marital status, sexual orientation, disability, public assistance status, veteran status, family responsibilities, matriculation or any other characteristic protected under federal, state, or local law.

4.02 No Employee shall be asked or permitted to make any written or verbal agreement that will conflict with this Agreement. No Employee who is paid over the minimum salary called for in this Agreement shall have the Employee's salary reduced.

4.03 Separability. Nothing contained in this Agreement is intended to violate any Federal or State law, rule or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will within thirty (30) days begin negotiations to replace said void part with a valid provision. It is agreed, however, that either party to this Agreement shall have the right to appeal any decision that a provision of this contract violates a said Federal or State rule or regulation.

4.04 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.

4.05 Management right. The Employer and the Union specifically agree that the Employer shall have the right to direct the work force and to determine the policies and methods of operation, except as expressly limited by the specific provisions of this Agreement. Such management rights and responsibilities shall include, but not be limited to, the following: the right to select the employees it will hire; the right to establish or revise work schedules; to determine the size and composition of its working force; to determine the type of equipment, material, products and supplies to be used; to discipline or discharge employees for just cause; to maintain efficiency of employees; to determine assignments of work; to discontinue all or any part of its business operations; to expand, reduce, alter, combine or transfer, assign, or cease any job, department or operation for business purposes; to introduce new, different or improved methods and procedures in its operation, and to otherwise generally manage the Local.

4.06 Legal Protection. To the extent permitted by law, the Employer shall assume any personal financial liability against an employee (including fines, posting of bail or bond and reasonable attorney fees, if counsel is not provided by the Employer) arising out of any claim, suit, criminal prosecution, or judgment against the Employee because of any act the Employee performs within the scope of the Employee's duties of employment.

ARTICLE 5:

SENIORITY

5.01 A seniority date shall be determined for each member of the bargaining unit as the employee's most recent date of hire with the Employer, in any job title covered by this CBA.

5.02 Seniority shall be the determining factor in all matters including but not limited to vacation, leaves, layoff, and recalls.

5.03 Seniority shall be terminated for any of the following reasons: voluntary resignation; discharge for just cause; layoff in excess of eighteen (18) months; failure to return to work in accordance with the terms of a Leave of Absence.

5.04 Any permanent employee to be laid-off shall be given a four (4) weeks' notice in writing. At that time, a copy of the layoff notice shall be submitted to the Guild. The Employer will meet with the Guild, at the Guild's request, to provide a rationale for the layoffs. Recall shall be done in reverse order of layoff. Laid off employees shall retain recall rights for a period of eighteen (18) months.

5.05 Probationary Period. Newly hired employees will be considered probationary for the first one hundred and eighty (180) days of employment.

5.06 A seniority list shall be provided to the Union upon request, reflecting seniority as defined in this Article.

5.07 Vacancy. In the event of a vacancy or new position within the bargaining unit, the entire bargaining unit shall receive via email a full description of the position, at least five (5) working days before the position is open to external applicants. Qualified internal candidates who are interested in the opening shall be given an opportunity to interview for the position.

ARTICLE 6: **SICK LEAVE**

6.01 Each January 1, employees shall accrue paid sick days for illness lasting twelve (12) calendar days or less, at the rate of one (1) day per month. On their hiring date, new employees shall accrue one (1) paid sick day for the number of months left in the calendar year at the date of hire (including the month of the hiring date) to a maximum of twelve (12) days.

6.02 Sick days are cumulative (may be rolled over from one calendar year to the next) to a maximum of eighty-five (85) days. Unused sick days will not be paid to an employee upon termination of employment.

6.03 Sick days may be used to care for an immediate family member.

ARTICLE 7: **VACATION**

Each employee is entitled to a vacation each year. The length of the vacation is dependent upon length of service. Vacation's must be scheduled in advance and must be mutually agreed upon by the employee's supervisor.

7.01 The paid vacation accrual and schedule for bargaining unit employees will be as follows: Newly hired employees will accrue one day per month up to a maximum of ten (10) days per calendar year until the Employee's first anniversary. 1st anniversary until following January: Between first anniversary and the following January, an employee shall receive prorated portion of three (3) weeks' vacation with pay. January 1 after 1st Anniversary: an employee shall receive three (3) weeks' vacation per year with pay. An employee who has been employed seven (7) years to ten (10) years shall receive four (4) weeks' vacation per year with pay each January 1. An employee who has been employed ten (10) years or more shall receive five (5) weeks' vacation per year with pay each January 1st.

7.02 Carry over. Employees may carry over up to one (1) week paid vacation into the next

calendar year.

7.03 Cash out. All employees must cash out any vacation unused in a calendar year (with the exception of the up to one (1) week allowed as carry over) annually at one hundred percent (100%) of value. Employees must request in writing to the President or Secretary-Treasurer the number of days they would like to cash out by December 1st of each year. All vacation time payout will be paid in the month of February of each year.

7.04 All accrued unused vacation shall be paid out at one hundred percent (100%) on an employee's final paycheck. If an employee is terminating employment voluntarily, the Employee must provide the employer a two (2) weeks' notice in order to receive a pay out of accrued unused vacation.

ARTICLE 8:

HOLIDAYS

8.01 The following days shall be paid holidays:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Good Friday
Memorial Day	Juneteenth
Independence Day	Labor Day
Thanksgiving Day	The day after Thanksgiving
Christmas Eve	Christmas Day
New Year's Eve	

8.02 Full-time employees will receive one (1) paid day off for each holiday. Holiday benefits for part-time employees will be pro-rated in accordance with the hours regularly worked by the employee.

8.03 An employee has the right to request to not work on a holiday, and this request will be granted. If an employee works a full day on a holiday, the employee will work with the employee's supervisor to select another day off.

8.04 Holidays occurring during vacation shall not be counted as vacation.

ARTICLE 9:

LEAVE OF ABSENCE (LOA) PROGRAM

9.01 UNITE HERE Local 17 retains the right to employ any member of Local 17 for up to six (6) months on a Leave of Absence (LOA) program. Such temporary employees shall not be required to become members of the Guild and are not subject to the terms of any Agreement between the Guild and UNITE HERE Local 17.

ARTICLE 10:

LEAVES

10.01 A leave of absence without pay will be granted to employees for personal illness, injury, or disability (including work-related illness, injury, or disability), not to exceed six (6) months. Benefits

shall be retained but shall not continue to accrue. At the conclusion of such leave, the employee shall be returned to the Employee's previous position if it still exists. If the previous position no longer exists, the employee shall be returned to a position of like status and pay. The Employee will be given credit for the seniority accrued up to the time of leaving as well as the seniority the Employee would have accrued had the Employee been available for work during the period of the Employee's absence. Any Employee requesting, in writing to the Employer, and receiving a leave of absence for any disability shall continue to receive health benefits for up to six (6) months through the employer during the leave of absence. Notwithstanding any time, limits shown above, such leaves of absence may be extended subject to mutual agreement between the Employer and the Union.

10.02 Additional unpaid Personal Leave may be granted to employees, up to 6 months, at the discretion of the Employer. If an employee is granted a leave, the Employee shall be returned to the Employee's previous position upon completion of the leave. Benefits shall not be paid by the Employer during unpaid Personal Leave.

10.03 Bereavement Leave. Employees shall be allowed up to three (3) days bereavement leave without the loss of pay in the event of the death of a family member.

10.04 Jury Duty. When an employee is called for jury duty or as a witness by court subpoena, the employee shall be given full pay. The employee shall remit to the employer and monies received for jury duty, with the exception of the reimbursement of expenses by the court.

10.05 Union Leave. The Employer shall not unreasonably deny the necessary unpaid time off to any Employee designated by the Guild to attend a labor convention, or to serve in any capacity on other official Guild business.

10.06 Military Leave. An employee on the seniority list, who enters military service under the provisions of the Federal Selective Service Training and Service Act of 1951, with amendments, will be considered to be on leave of absence and will accumulate seniority during such period. Upon release for service, the employee will be eligible for reemployment in accordance with current Federal Statutes.

10.07 New Parent Leave. The Employer will provide employees up to six (6) weeks of fully paid parental leave, and six (6) weeks of fifty percent (50%) paid parental leave, to any eligible parent following the birth or adoption of a child. An employee on New Parent Leave shall continue to receive health benefits through the employer during New Parent Leave of absence.

ARTICLE 11:

DISCIPLINE AND DISCHARGE

11.01 It is agreed that the Employer has the right to discipline an Employee for sufficient and reasonable cause. In the event an employee is suspended or discharged, the Employer shall give such employee, and the Guild, a written notice stating the cause for the discipline. Progressive discipline shall normally be administered in the following manner:

- a) Coach and Counsel (non-grieveable form of discipline)
- b) Verbal warning
- c) Written warning

d) Suspension

e) Discharge

11.02 If, after twelve (12) months, no further action is taken for a similar offense, prior written disciplines shall not be used in any future disciplinary action.

11.03 The employee shall be entitled to a written statement concerning the specific evidence of any administered discharge or discipline case prior to, or at the time of, such discharge or discipline is being administered.

ARTICLE 12: **GRIEVANCE and ARBITRATION PROCEDURE**

12.01 A grievance is defined as any difference of opinion, or dispute between the parties to this Agreement, involving the interpretation or application of any provisions of this Agreement or the working conditions, which this Agreement covers.

12.02 A grievance must be presented in writing by the employee or chosen representative to the President of UNITE HERE Local 17 or designee within twenty (20) calendar days after the occurrence of the event giving rises to the grievance or twenty (20) calendar days after the grievant or Guild, through the use of reasonable diligence, should have had knowledge of the event.

12.03 The steps in resolving a grievance shall be as follows:

Step One: The President or designee shall schedule a meeting to discuss the grievance within ten (10) calendar days of receipt of the grievance. Present at the meeting shall be the grievant, the grievant's chosen representative and the President or designee. The President or designee shall respond in writing to the grievance within ten (10) calendar days of such meeting.

Step Two: If a satisfactory settlement is not reached at the Step One meeting, the parties may agree to hold a Step two meeting within ten (10) calendar days of the Guild's receipt of the Step One response, with the Guild Representative in attendance.

Step Three: if a satisfactory settlement cannot be reached in step two, the grievance may be submitted to arbitration if requested by either party in writing to the other party within fifteen (15) calendar days of the step two meeting, as provided below.

1. The parties shall attempt to agree on an arbitrator within seven (7) calendar days after the submittal of the grievance to arbitration. If the parties are unable to agree on an arbitrator in the seven (7) day period, either party may request the Federal Mediation and Conciliation Service (FMCS) to send a list of seven (7) Minneapolis area arbitrators. From this list, each party shall, in turn, determined by the flip of a coin, strike one name until one name remains, who shall be the arbitrator. The arbitrator shall be notified of their selection by a joint letter from the parties requesting they set a time and place for a hearing on the grievance, subject to the availability of the parties.

2. The arbitrator shall not alter, change, or modify any of the terms of this Agreement.

3. The arbitrator shall issue the decision in writing and the decision shall be binding upon the parties.

4. The costs of the arbitration shall be borne equally by the parties. Should either party request a transcript of the hearing, the cost of the transcript and its preparation shall be equally split between the parties.

12.04 Effect of Failure to Appeal. Any grievance not appealed to a succeeding step within the time limits shall be deemed abandoned and not entitled to further consideration. Such abandonment by the Employer shall be deemed an acceptance of the grievance as stated and the remedy requested shall be accepted and enforced. Any time limits in this Article may be waived or extended by mutual agreement between the parties.

ARTICLE 13: **EXPENSES**

13.01 Mileage and parking reimbursement. The Employer will pay mileage to staff at the IRS mileage reimbursement rate. The Employer will fully reimburse all job-related parking expenses (with receipt proof of purchase) for all employees.

13.02 Car Insurance. The Employer will reimburse in January for the first six (6) calendar months, and in July for the second six (6) calendar months, the cost of each employee's car insurance up to a maximum of sixteen hundred (\$1600) dollars per employee, per year.

13.03 Mobile Devices. The Employer will provide mobile phones for regular full-time employees who are required to use a mobile phone for work.

13.04 Monthly Reimbursements. All meal purchase receipts must reflect date, time, purpose of meeting and names of all involved in the expenses.

ARTICLE 14: **HEALTH INSURANCE**

14.01 Upon completion of thirty (30) calendar days employment for bargaining unit employees, the Employer shall provide and pay portions of the premium as follows for Major Medical/Hospitalization, eye care and dental insurance under the same or similar policy that is in effect upon signing of this Agreement: Employer paid premium for medical/hospitalization (through the Local 17 plan) and dental coverage of Employee: 100%; Family Coverage: Medical/Hospitalization (through the Unite Here national plan) Employer paid premium coverage 90%; Dental: employer paid premium coverage for family: 90%.

14.02 Short and Long Term Disability. A long-term disability plan shall continue to be provided and fully paid for by the Employer.

14.03 Life Insurance. A life insurance policy shall continue to be provided and fully paid for by the Employer.

14.04 COBRA. In all insurance and benefit situations where COBRA applies, the employee shall be fully informed of their rights to information and continuation of benefits under COBRA.

ARTICLE 15:
RETIREMENT

15.01 The Employer will continue current contributions to the UNITE HERE Consolidated Retirement Fund.

15.02 The Employer will continue to provide a 401(k) retirement plan option.

ARTICLE 16:
SALARY

16.01 Minimum hourly wages for employees in the bargaining unit are indicated in the table below:

Effective Date	Minimum Hourly Rate of Pay:
May 1, 2022	\$22.00
May 1, 2023	\$23.00
May 1, 2024	\$24.00

16.02 Effective May 1, 2022, bargaining unit employees employed as of May 1, 2022 shall receive wage increases as detailed in Appendix A of this Agreement.

16.03 Effective May 1, 2023: each Employee will receive a \$1.00 per hour wage increase (see Appendix A for exception)

Effective May 1, 2024: each Employee will receive a \$1.00 per hour wage increase (see Appendix A for exception)

16.04 Any payments in excess of the amounts detailed in this Article or in Appendix A shall not be considered in violation of this Agreement.

ARTICLE 17:
PAY DAYS

17.01 The established pay day for bargaining unit employees shall continue. The Employer shall continue to offer the option of direct deposit, as long as it is reasonably practical.

17.02 The Employer shall provide to bargaining unit employees on at least a monthly basis their total accumulation of sick leave and vacation hours.

ARTICLE 18:
WORKLOAD

18.01 Workloads shall be assigned by the President, or designee, on a fair and equitable basis, keeping seniority and the needs of UNITE HERE Local 17 as a concern. It is recognized that occasionally employees work intense schedules. The Employer will be conscious of this fact in assigning workloads during less intense periods of time. To the extent possible, the Employer will allow shorter work days and/or days off after extended work days during intense time periods, or working on holidays. Such shorter days or days off to be scheduled with the supervisor in advance.

18.02 If an employee is required to work on a Saturday and/or Sunday, the Employee may be granted compensatory time off to offset such requirements at the President, or Designee's discretion, keeping in mind the spirit of this Article.

ARTICLE 19:
SAFETY AND EQUIPMENT

19.01 Necessary working equipment shall be provided to an employee and paid for by the Employer, including equipment needed to reasonably accommodate a disabled employee in the performance of the Employee's job. All such equipment shall be safe and well maintained.

19.02 The Employer shall continue to provide free parking.

ARTICLE 20:
PICKETING

20.01 It shall not be considered a violation of this Agreement for an Employee to refuse to cross a picket line of a legally striking Union.

ARTICLE 21:
CONTINUING EDUCATION AND CONVENTIONS

21.01 Time spent attending approved union conferences or conventions will be considered time worked and will not require the use of vacation.

21.02 The Employer will pay for an Employee taking job-related classes at an accredited institution that has been approved by the Employer.

21.03 The employee may request, and the Employer shall not unreasonably deny, ongoing job-related training of up to one (1) week every twelve (12) months beyond the normal job-related trainings provided by the Employer.

ARTICLE 22:
MISCELLENEOUS

22.01 Bargaining Unit Employees shall not be required to campaign or otherwise take part in the campaign organization of any Officer or aspirant for office in UNITE HERE Local 17 elections.

ARTICLE 23:
CONFIDENTIALITY AND NON-DISCLOSURE

The protection of confidential information is vital to Unite Here Local 17 and its members. Such confidential information includes, but is not limited to, written and electronic forms of the following examples:

- Computer codes, passwords, and/or processes
- HIPPA-related information
- Strategic plans
- Card check or labor peace agreements
- Pending or active organizing projects, targets, or campaigns
- Membership or employee lists, data and information
- Financial Information
- Emails, flyers, or training material

Any such information provided or disclosed to employees is the property of Unite Here Local 17 and is intended by Unite Here Local 17 to remain confidential and protected from disclosure until such time as Unite Here Local 17 specifically declares such information to be no longer confidential. "Employees" includes all persons employed by Unite Here Local 17 and covered under the Collective Bargaining Agreement.

Employees shall not disclose any confidential materials or information except as required or provided by law, unless specifically directed by Unite Here Local 17. Employees shall hold and maintain confidential information in strictest confidence and exercise due diligence to protect all confidential information in their possession. Unite Here Local 17 Employees shall only be looking at member data pertaining to their work. This agreement does not limit Employees from discussing information that is public knowledge or made public by Unite Here Local 17.

Nothing in this policy is intended to restrict employees from exercising legal rights under any state or federal law, nor will employees be subject to discipline for engaging in legally protected activity. Employees who improperly use or disclose confidential information, or other information protected by law, will be subject to disciplinary action, up to and including termination of employment.

Employees are entitled to all of the rights and remedies set forth under Minnesota Statute §181.172.

ARTICLE 24:

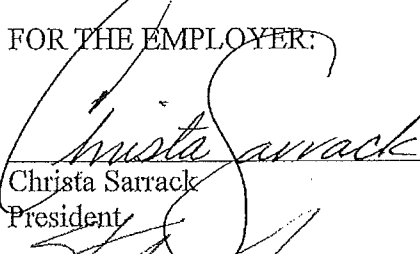
DURATION

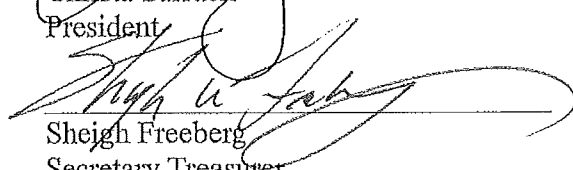
24.01 This agreement shall be effective on the 1st day of May 2022 and shall remain in effect until the 30th day of April 2025.

24.02 This agreement shall be automatically renewed, on a yearly basis, thereafter unless either party shall notify the other within ninety (90) days prior to the expiration date that it desires to modify the Agreement. In the event such a notice is provided, the Agreement shall remain in effect during the period of negotiations.

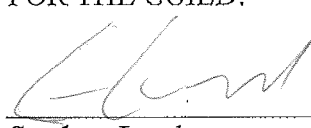
In witness whereof, the parties have entered their signatures on this Agreement on this 28th day of July, 2022.

FOR THE EMPLOYER:


Christa Sarrack
President


Sheigh Freeberg
Secretary Treasurer

FOR THE GUILD:


Candace Lund
Executive Officer

Appendix A
Scheduled Pay Raises of Current Local 17 Employees

Effective May 1, 2022, current Employees will receive the following hourly wage adjustments:

Adil Becker will receive a \$1.75/hour increase (new rate: \$23.27/hour)

Feben Ghilagaber will receive a \$1.75/hour increase (new rate: \$22.75/hour)

Saadia Adan will receive a \$2.75/hour increase (new rate: \$22.75/hour)

Brian Wegner will receive a \$1.00/hour increase (new rate: \$25.37/hour)

Rosa Valenzuela will receive no additional increase on May 1, 2022 (current rate is \$34.27/hour)

Effective May 1, 2023:

If Rosa Valenzuela is employed on May 1, 2023, Rosa will receive a \$0.60/hour increase. All other bargaining unit employees will receive a \$1.00/hour increase.

Effective May 1, 2024:

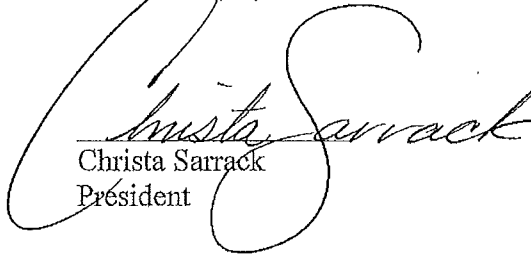
If Rosa Valenzuela is employed on May 1, 2024, Rosa will receive a \$0.60/hour increase. All other bargaining unit employees will receive a \$1.00/hour increase.

For the Guild:



Candace Lund
Executive Officer

For the Employer:



Christa Sarrack
President