## **AGREEMENT BETWEEN**

## **MINNESOTA AFL-CIO**

## **AND THE**

## MINNESOTA NEWSPAPER AND COMMUNICATIONS GUILD

**CWA LOCAL 37002** 

May 1, 2023 to April 30, 2026

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# AGREEMENT BETWEEN Minnesota AFL-CIO AND

## Minnesota Newspaper & Communications Guild

This agreement is entered into this first day of May 2023 by and between the Minnesota AFL-CIO, hereinafter referred to as the Employer, and the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002 (AFL-CIO), hereinafter referred to as the Guild, for itself and on behalf of all of the employees of the Employer as described in Article 1.

#### Article 1: COVERAGE AND JURISDICTION

- 1. This agreement covers employees of the Employer, who are members of the Guild, and who are employed in the work classifications of Regional Organizer and State Director. Interns shall be covered by Article 2, Para. 1 of this Agreement.
- 2. The type of work performed by the employees of the Employer, as described in Section 1, is recognized as being covered by the exclusive representation rights of the Guild.
- 3. If a new position is created by the Employer, which is excluded from the bargaining unit, the Guild shall be provided with fifteen (15) day written notice. The parties shall discuss the exclusion within fifteen (15) days after the notice is provided.
  - In the event there is a dispute regarding the exclusion of the position from the bargaining unit, the parties agree to submit the matter to arbitration within one hundred eighty (180) days from the date of the discussion referenced in the above paragraph. This time period can be extended by mutual agreement between the parties. The provisions of Article 4 Grievance Procedure related to the selection and payment of arbitration costs shall be applicable to any proceeding under this Article.
- 4. Positions within the jurisdiction of the bargaining unit filled by temporary workers for more than twelve (12) months will be accreted into the unit. The probationary period for such employees, per Article 3, Para. 1, will be waived and their seniority will be effective as of their date of hire.

#### **Article 2: UNION SECURITY**

- 1. All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Guild in good standing within thirty (30) days after the signing of this Agreement or the date of hiring, whichever is later. School interns shall become members of the Guild and pay a nominal one-time \$5 membership fee for each internship they perform for the Employer. Non-school interns shall become members of the Guild and pay regular dues.
- 2. Upon an employee's voluntary written assignment, the Employer shall deduct from the earnings of all Guild members all Guild membership dues, fees and assessments and pay such deductions to the Guild not later than the tenth of each month. Such membership dues, fees and assessments shall be deducted from the employee's earnings in accordance with the Guild's schedule of dues 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.
- 3. The payroll deduction shall be made upon receipt by the Employer of an official authorization form signed by the employee.
- 4. The Employer shall furnish to the Guild on an annual basis a list containing the following information for all employees covered by this Agreement:
  - a. Name, address, gender, and date of birth.
  - b. Social Security number.
  - c. Date of hire.
  - d. Work classifications.
  - e. Salary.

#### **Article 3: SECURITY**

- 1. The Employer shall not discharge any employee without just cause. Any employee may be dismissed during a six (6) month probationary period without any recourse to the grievance procedure as contained in Article 4.
- 2. An employee shall not be dismissed or discriminated against because of membership or activity in the Guild, because of the employee's sex, race, sexual orientation, creed, color or mental or physical disabilities which may be reasonably accommodated.

#### **Article 4: GRIEVANCE PROCEDURE**

1. A grievance is defined as any dispute or disagreement that may arise between the parties as to the application, meaning or interpretation of this Agreement.

2. The Employer and the Guild shall attempt to resolve any grievance which may arise in the manner described below. Duly authorized representatives of the Guild shall have the right to accompany the employee at all times in the grievance process.

Step 1: An effort shall be made to adjust the grievance between the employee and the immediate supervisor.

Step 2: If a settlement is not reached in Step 1, the employee and/or the authorized representative shall meet with the Employer in an effort to resolve the grievance.

Step 3: If a settlement is not reached in Step 2, the grievance may be submitted to arbitration and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree on one arbitrator, either party may request a list of five prospective arbitrators from the Federal Mediation and Conciliation Service. Each party shall, in turn, strike one name until one name remains which identifies the selected arbitrator. The parties shall decide who strikes the first name by a coin flip. All expenses of the arbitration proceeding shall be shared equally between the parties, however, neither party shall be obligated to pay any portion of the cost of a stenographic transcript without prior written consent. Additionally, each party shall be responsible for compensating its own representatives and witnesses.

#### **Article 5: HOURS OF WORK**

- 1. Subject to the review and approval of the Employer, employees shall establish work schedules to most effectively accomplish the responsibilities and objectives of employment. Employees may work from a remote location under limited circumstances with prior approval of an Executive Officer. Saturdays, Sundays and holidays shall not be considered mandatory work days, unless so designated by the Employer. Employees shall report to the Employer concerning their hours of work and activities in the manner prescribed by the Employer.
- 2. Compensatory Time ("comp time") is provided for work beyond forty (40) hours per week. Comp time is accrued at the rate of one (1) hour comp time for every two (2) hours worked above forty hours (40) in a week. An employee will accrue one hour of comp time for every hour the employee is scheduled to work at the Minnesota State Fairgrounds during the Minnesota State Fair.

Unused accrued compensatory time will expire if not used within six (6) months after the month it was accrued.

An employee may not accrue more than forty (40) hours of comp time in a calendar month without prior authorization from the Employer.

#### **Article 6: HOLIDAYS**

1. The following days shall be recognized and observed as paid holidays:

New Year's Day Independence Day

Martin Luther King, Jr. Day Labor Day

Presidents Day Thanksgiving Day Good Friday Thanksgiving Friday

Memorial Day Last working Day preceding Christmas Day

Juneteenth Christmas Day Last working day preceding New Year's Day

2. Additionally, each employee shall receive two (2) personal holidays per calendar year (January 1<sup>st</sup> through December 31<sup>st</sup>). A personal holiday shall be observed on a day requested by the employee, provided the employee requests such day, in writing, at least thirty (30) calendar days in advance. Any requests made less than (30) calendar days prior to the personal holiday shall be subject to approval at the discretion of the Employer. Personal holidays shall not be carried over into a new calendar year.

New employees with less than one year of service are eligible to take a personal holiday upon completion of the specified probationary period.

- 3. When any of the holidays listed in Section 1 of this Article, falls on a Saturday, the preceding Friday shall be observed as the holiday. When any of the said holidays falls on a Sunday, the succeeding Monday shall be observed as the holiday.
- 4. In order to be compensated for holiday pay, an employee must be in an active payroll status on the regularly scheduled work day immediately preceding and the regularly scheduled work day immediately following the holiday.
- 5. An employee who is required to work on a contractual holiday shall receive a compensating day off.

#### **Article 7: VACATION**

1. On an employee's anniversary date, the employee will be credited with the vacation days the employee is entitled to based upon years of service. New employees will be credited with three (3) vacation days upon hire. An employee who leaves employment during the employee's probationary period will not receive payment for any unused vacation days. An employee serving an initial probationary period shall be credited with six (6) days of accumulated vacation upon achieving permanent status. By mutual agreement between the Employer and employee, the employee may use vacation before achieving permanent status.

Years of service means the number of years worked for the Minnesota AFL-CIO, less any time taken for leaves of absence without pay. In the event that there are part time positions, the vacation would be prorated in the proportion equal to the number of hours worked in a year. (i.e., a half time employee would receive one half of the number of days that a full time employee would receive).

2. A full-time employee shall earn paid vacation according to the following schedule:

Length of Service	Days per Year
Hire date	3 days
6 months	6 days
1 year anniversary of hire	12 days
2, 3, 4 and 5 year anniversary of hire	15 days
6, 7, and 8 year anniversary of hire	18 days
9, 10 and 11 year anniversary of hire	21 days
12 year and above anniversary of hire	24 days

- 3. An employee may accumulate vacation to a maximum of thirty (30) days. Employees will have twelve (12) months from their anniversary date of hire to adjust their vacation accrual maximum.
- 4. Requests for vacation leave shall be submitted in writing, on forms provided by the Employer, as far in advance as practical. In addition, the employee shall submit a written schedule of meetings and activities which may need attention during their absence.
- 5. Vacation may be taken at times as mutually agreed upon between the employee and the Employer. Final determination of vacation dates shall be made by the Employer.
- 6. Upon separation from employment, the employee shall receive payment for up to twenty (20) days of outstanding vacation balance. Such compensation shall be at the employee's regular hourly rate of pay.

#### **Article 8: LEAVES OF ABSENCE**

- 1. Upon written request, the Employer may grant an employee a leave of absence for good and sufficient cause. Leaves of absence shall be without pay.
- 2. Upon expiration of an approved leave of absence, an employee shall be reinstated in the same or a comparable position.
- 3. An employee called to serve on jury duty shall be compensated at the regular rate of pay minus any payments made by the judicial system.

- 4. The Employer shall abide by the provisions of all applicable laws and regulations related to a leave of absence for an employee who enters a branch of the military.
- 5. Maternity and paternity leaves of up to sixteen (16) weeks shall be granted upon request. An employee on maternity/paternity leave will receive full regular pay for up to six (6) weeks, up to an additional six (6) weeks leave at one-half regular pay, and up to an additional four (4) weeks unpaid. Accrued sick and vacation time may be used to supplement maternity/paternity leave up to one hundred (100) percent of regular pay. The scheduling of the leave shall be at the discretion of the employee, but must begin within 180 days after the birth of, or the adoption of their child. An employee returning from such a leave, paid or unpaid, shall be reinstated in his or her job with full credit toward experience ratings and other length of service benefits. The provisions of this article shall apply equally to natural and adoptive parents.

#### **Article 9: SICK LEAVE, FUNERAL LEAVE**

- 1. All employees shall earn and accrue paid sick leave and the basis of one (1) day per month of service with a maximum accrual of one hundred (100) work days.
- 2. Upon official retirement from employment an employee shall receive payment equal to 25% of the total balance of accrued sick leave days. Such compensation shall be at the employee's regular rate of pay.
- 3. An employee shall be granted three (3) days of paid sick leave in the event of a death in the immediate family. Immediate family is defined as the employee's spouse, domestic partner, a child or stepchild, father and mother, brother, sister, mother-in-law or father-in-law or step-parent. Such leave may be extended upon request and approval will not be unreasonably withheld.
- 4. Requests for sick leave shall be submitted in writing on forms provided by the Employer.
- 5. The Employer agrees to provide a Group Long Term Disability plan and to pay the premiums for such coverage.
- 6. If an employee is unable to work because of an accident, illness or disability the employee shall be paid 50% of the employee's weekly salary from the time the employee exhausted their accrued sick leave and vacation until the employee qualifies for long-term disability benefits or return to work. To be paid Short-Term Disability benefits, an employee shall be required to provide to the Employer a statement from a medical professional certifying the condition that gave rise to the absence. Should it elect to do so, the Employer may request a second opinion from a medical professional of its choosing. If the opinions of the medical professionals conflict, a third and mutually agreed upon medical

professional shall decide whether the condition was of such a nature to cause an absence.

#### **Article 10: HEALTH INSURANCE**

- 1. The parties agree that all health insurance coverage available to the employees shall be provided under the terms of the Group Insurance Plan of the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO). The parties further recognize and agree that the provisions of the plan are subject to amendment based on discussions between the AFL-CIO and the Group Insurance Plan provider. The parties agree to accept any amendments which may result to the plan. The Employer reserves the option to explore alternative providers for group insurance coverage. Any change of insurance providers will be accomplished in consultation with and by mutual agreement with the bargaining unit.
- 2. The premiums required to provide coverage for the Group Insurance Plan shall be paid by the Employer.
- 3. The Employer and the Unit will investigate the feasibility of instituting a subsidized health club membership plan for the unit members.

#### **Article 11: RETIREMENT**

- 1. All employees shall be covered by the provisions of the AFL-CIO Retirement Plan.
- 2. The premiums for the Retirement plan shall be paid by the Employer.

### **Article 12: EQUIPMENT**

- 1. The Employer shall provide the members with the equipment required to perform their jobs.
- 2. The parties shall establish an equipment and technology committee to meet, as needed, for discussion of budgeting and procurement of equipment needed to augment the performance and efficiency of the bargaining unit. The unit shall have one (1) representative on this committee.

#### **Article 13: EXPENSES**

1. The employee shall receive a per-diem allowance of \$50 in Minnesota and \$75 for out-of-state for employment-related expenses incurred when an overnight stay is necessary.

- 2. The employee shall receive a constitutional convention allowance of \$50.00 per day for each day of the convention, in addition to any actual pre-approved receipted expenses.
- 3. The employee shall receive a monthly vehicle allowance in the amount of \$385. The monthly vehicle allowance shall be reported on expense reports on the 1<sup>st</sup> of the month for payment. The employee shall be reimbursed for vehicle insurance coverages in an amount not to exceed \$750 in a six (6) month period. The types and limits of insurance coverages to be carried on the employee's vehicle used for work shall be as required by the Employer. The employee shall furnish an insurance binder listing all coverages and costs therefore to the Employer. The employee will be provided with a gasoline credit card by the Employer which shall be used only for gasoline purchases which are work related.
- 4. A request for reimbursement for all authorized work expenses shall be submitted by the employee on forms provided by the Employer. Expense reports which are submitted for payment shall be paid by the Employer on the 1<sup>st</sup> and 15<sup>th</sup> day of the month. If the 1<sup>st</sup> and 15<sup>th</sup> fall on a weekend or holiday, payment for expenses shall be made on the first succeeding regular work day. Any extraordinary expenses may be paid as soon as possible after submittal.
- 5. The Employer may provide each employee with a credit card for business use.

#### **Article 14: SALARY SCHEDULE**

1. The salary ranges for all full-time work in the State Director classification covered by this Agreement shall be as listed in section 2 below. See Letter of Understanding at end of the Agreement for individual exemptions. The salary ranges for all work in the Regional Coordinators classification covered by this Agreement are in Appendix A of this document.

#### 2. State Director Salary Range:

	Salary Rate prior to			
	Contract	5/1/2023-	5/1/2024-	5/1/2025-
Step	Ratification	4/30/2024	4/30/2025	4/30/2026
A	\$73,706.30	\$75,180.43	\$76,684.03	\$78,217.72
В	\$77,039.63	\$78,580.42	\$80,152.03	\$81,755.07
C	\$80,372.96	\$81,980.42	\$83,620.03	\$85,292.43
D	\$83,706.29	\$85,380.42	\$87,088.02	\$88,829.78
Е	\$87,039.62	\$88,780.41	\$90,556.02	\$92,367.14
F	\$90,372.95	\$92,180.41	\$94,024.02	\$95,904.50
G	\$93,706.28	\$95,580.41	\$97, 492.01	\$99,441.85

- 3. The salary ranges above in Section 2 reflect the following negotiated increase and effective dates for all positions and steps during the term of the Agreement: two percent (2%) on May 1, 2023; two percent (2%) on May 1, 2024; two percent (2%) on April 1, 2025.
- 4. Effective on May 1, 2024, all employees in State Director positions earning the Step G rate or above, will receive a \$1,250 one-time bonus. Effective on April 1, 2025, all employees in State Director positions earning the Step G rate or above, will receive a \$1,250 one-time bonus.
- 5. Progression through the salary range steps, as listed in Section 2, is based on total years of completed service with the Employer and is based on the date of hire for the employee.

The Employer reserves the right to assign new employees to a higher step than the hiring rate, based on the new employee's experience within the labor movement. The Employer also reserves the right to compensate new employees at a rate higher than the hiring rate, based on the new employee's experience within the labor movement.

It is agreed that the new salary schedule applies to the existing positions within the bargaining unit. Upon the request of the Employer, the bargaining unit and Employer agree to negotiate over wages for new positions created within the bargaining unit during the term of this agreement. If the Employer does not request such negotiations, new positions shall fall under the new salary schedule.

6. The Employer agrees to pay the fee associated with "direct deposit" for covered employees.

#### **Article 15: SEVERANCE**

1. <u>Layoff.</u> Any employee who is adversely affected by any reorganization or restructuring of the Minnesota AFL-CIO will receive the following severance upon dismissal: the Employer shall pay three (3) weeks' regular pay as severance, and the Employer will pay full COBRA premiums directly to the insurer to maintain the employees' current health care coverage (medical and dental) for a maximum of three (3) months from the time of the dismissal.

The employer will not use temporary workers or independent contractors to perform work within the jurisdiction of the bargaining unit.

2. <u>Recall.</u> Employees who are on layoff have a right to recall to the same or similar position from which they were laid off for a period not to exceed one year from the effective date of layoff. Employees on layoff shall be informed of any job opening in the unit during the one year period of right to recall. If more than one

employee on layoff is qualified for a job vacancy within the one year period of right to recall, highest seniority will be the prevailing consideration for the position.

#### Article 16: ANTI-DISCRIMINATION AND ANTI-HARASSMENT

#### **Policy Statement**

The Minnesota AFL-CIO is committed to providing all its employees with a workplace free from discrimination and harassment. The Minnesota AFL-CIO does not discriminate against or allow harassment of any employee because of the employee's race, color, ethnicity, religion, creed, sex, age, marital status, familial status, national origin, sexual orientation, disability, gender identity or expression, ancestry, pregnancy, status with regard to public assistance, or any other basis prohibited by law, or based on the employee's protected activity under the antidiscrimination statutes (that is, opposition to prohibited discrimination or participation in the statutory complaint process). The Minnesota AFL-CIO reaffirms that it will not tolerate discrimination or harassment in any form. This prohibition covers any discrimination or harassment in the workplace, regardless of whether the discrimination or harassment is committed by a supervisor, officer, co-worker or non-employee, such as a vendor, consultant, employee or officer of an affiliate, or invitee to a Minnesota AFL-CIO-sponsored activity, event, or meeting.

#### **Definitions**

#### A. Discrimination

It is discrimination for an employer to base any decision regarding the terms or conditions of employment on an employee's race, color, ethnicity, religion, creed, sex, age, marital status, familial status, national origin, sexual orientation, disability, gender identity or expression, ancestry, pregnancy, status with regard to public assistance, or any other characteristic protected by law.

#### B. Harassment

Harassment consists of unwelcome verbal, visual, or physical conduct that is based on another person's race, color, ethnicity, religion, creed, sex, age, marital status, familial status, national origin, sexual orientation, disability, gender identity or expression, ancestry, pregnancy, status with regard to public assistance, or any other characteristic protected by law. It may include, but is not limited to, actions such as use of epithets, slurs, negative stereotyping, jokes, or threatening, intimidating or hostile acts that relate to sex, race, ethnicity, age, disability, or other protected categories. Harassment may also include written or graphic material that denigrates or shows hostility toward an individual or group based on protected characteristics, whether that material is sent by email, placed on walls, bulletin boards, computer screens or other devices, or elsewhere on the premises or circulated in the workplace.

Unwelcome conduct can constitute harassment if:

• It has the purpose or effect of unreasonably interfering with an individual's work performance or working conditions;

- Creates an intimidating, hostile, or offensive working environment; or
- Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment.

#### C. <u>Sexual Harassment</u>

Sexual harassment can involve unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature. It can involve conduct by a person of any gender toward a person of the same or another gender.

The following is only a partial list of sexually harassing conduct:

- Explicit sexual propositions
- Offering employment benefits in exchange for sexual favors
- Making threats or retaliating after a negative response to sexual advances
- Sexual innuendo or sexually suggestive or sexually degrading comments about a person's body, sex life, sexual prowess, or sexual deficiencies
- Sexually oriented jokes, derogatory comments, epithets, slurs, or catcalls
- Obscene language, letters, notes, or invitations (including by email)
- Physical contact such as touching or impeding movements
- Conduct such as leering or making sexual gestures
- Displaying or distributing pornography or other sexually suggestive objects, pictures, cartoons, or posters (including by email or viewed or shared on a work computer or other device)
- Sexual content in text messages

Unwelcome sexual conduct can constitute harassment if:

- It has the purpose or effect of unreasonably interfering with an individual's work performance or working conditions;
- Creates an intimidating, hostile, or offensive working environment;
- Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of the conduct by an individual is used as the basis for tangible employment actions taken toward her or him.

#### **Complaint and Investigation Procedure**

As a means of ensuring a workplace that is free from discrimination and harassment, the Minnesota AFL-CIO has established a formal procedure for the handling of discrimination or harassment complaints. This procedure is intended to supplement – not to replace or supersede – the other procedures available to employees under any applicable collective bargaining agreement, Title VII of the Civil Rights Act of 1964, the Minnesota Human Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or any other applicable federal, state, or municipal fair employment practices law, or otherwise.

#### A. General Principles

The Minnesota AFL-CIO strongly encourages you to come forward with a complaint at the earliest possible point. You should not wait to report harassment until it becomes severe or pervasive. The Minnesota AFL-CIO is committed to stopping discrimination and harassment even if the conduct has not risen to the level of a violation of law. If you feel comfortable doing so, you should respond to the discriminatory or harassing conduct in a way that demonstrates that the conduct is unwelcome. However, you are not required to complain directly to the offending individual.

Efforts will be made to investigate and resolve complaints promptly, thoroughly and impartially, and in as confidential a manner as is possible consistent with proper investigation of the complaint.

If a person is accused of discrimination or harassment, that person shall not play any role in administering or making decisions under this procedure.

If an individual is determined to have engaged in discrimination or harassment, appropriate corrective action will be taken promptly, and appropriate sanctions will be imposed, up to and including termination.

There will be no retaliation or other adverse action taken against an individual who makes a complaint, reports an incident of apparent discrimination or harassment, or who provides information in the course of the investigation of such a complaint or report. Any such retaliation can also be the subject of a complaint under this procedure. If retaliation in fact occurred, prompt and appropriate corrective action will be taken and appropriate sanctions imposed, up to and including termination.

#### B. Procedure

The procedure for dealing with complaints of discrimination or harassment is as follows:

1. If you believe that you have been the target of discrimination or harassment, the Minnesota AFL-CIO encourages you to report the alleged incident(s) as soon after the incident occurs as possible to contact(s) on the most recent Code of Conduct card.

You are not required under this procedure to complain directly to the offending individual.

It is the responsibility of any officer, supervisor, or employee who observes discrimination or harassment or receives a complaint of discrimination or harassment to report the allegations so that a prompt investigation may be conducted.

2. Complaints shall be investigated by the contact(s) on the most recent Code of Conduct card or designee ("Investigator"). Complainant shall provide the Investigator a description of the alleged discrimination or harassment in as much detail as possible, including description of what occurred and the dates, times, and places of the incident(s). Complainant also should provide the names of individuals who the complainant believes have information relevant to the

- investigation. Investigator may request that this information be provided in writing.
- 3. Where appropriate and possible, the Investigator may attempt to resolve the matter informally.
- 4. If informal efforts are not appropriate or successful, Investigator will conduct an investigation to determine whether or not discrimination or harassment has occurred.
- 5. During the course of the investigation, Investigator will inform the individual alleged to have engaged in discrimination or harassment of the complaint, and will give the individual the opportunity to respond to the allegations and to submit the names of individuals who they believe have information relevant to the investigation.
- 6. The investigation may include meeting with the complainant, the accused, and other individuals who may have relevant information. Relevant documents may also be reviewed. The investigation will be conducted promptly, thoroughly and impartially, and in as confidential a manner as is possible consistent with proper investigation of the complaint.
- 7. If necessary, the Minnesota AFL-CIO will take steps to ensure that discrimination or harassment does not occur during the period of investigation.
- 8. At the conclusion of the investigation, Investigator shall make a determination of whether discrimination or harassment occurred and will provide a full report to the President along with recommendations regarding any action to be taken. The President will decide on the appropriate action to be taken consistent with the guidelines below.
- 9. If the investigation establishes that discrimination or harassment has occurred, the Minnesota AFL-CIO will take prompt and appropriate corrective action. This may include action designed to end and to remedy the discrimination or harassment and to prevent it from recurring. Action may include imposition of discipline on the discriminator/harasser, ranging from reprimand to discharge if that person is an employee. If the discriminator/harasser is an employee or officer of an affiliate, the Minnesota AFL-CIO may inform the affiliate, including the affiliate's international, of the investigation and findings and request further disciplinary actions be taken by those entities. If the discriminator/harasser is a delegate to the Minnesota AFL-CIO or otherwise would be subject to disciplinary procedures under the Minnesota AFL-CIO Constitution or Bylaws or the Rules Governing AFL-CIO State Central Bodies/AFL-CIO Area Labor Councils and Central Labor Councils, those disciplinary procedures may be invoked. If the

discriminator/harasser is an employee of a vendor, consultant, or any other employing entity, the Minnesota AFL-CIO may inform that employing entity of the investigation and findings and request further disciplinary actions be taken by that entity. Minnesota AFL-CIO will take all possible steps to ensure that the complainant is no longer subject to the discrimination or harassment.

- 10. The Minnesota AFL-CIO will inform both the complainant and the accused of the outcome of the investigation and in general terms of any measures taken to correct the discrimination or harassment.
- 11. If the investigation establishes that discrimination or harassment has occurred, the designee on the Minnesota AFL-CIO's most recent Code of Conduct card will ensure that the discrimination or harassment has not resumed and that neither the complainant not any other individual has been subjected to any retaliation for having complained of the discrimination or harassment, reported an incident of apparent discrimination or harassment, or provided information during the investigation.

This policy and procedure applies to all employees.

If you have any questions about this policy and procedure or if you want additional information concerning complaints of discrimination or harassment, the Minnesota AFL-CIO directs you to the contact(s) on the most recent Code of Conduct card.

If you believe you are the target of discrimination or harassment, you also may have a right to file a charge under Title VII of the Civil Rights Act of 1964, the Minnesota Human Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or other applicable federal, state, or municipal fair employment practices law. There are deadlines for filing charges of discrimination or harassment with the EEOC or state or municipal fair employment practices agencies. Those deadlines generally run from the last date of discrimination or harassment, not from the date the complaint to the Minnesota AFL-CIO is resolved. Contact the EEOC, Minnesota Department of Human Rights, or other applicable state or municipal fair employment practices agency if you want more information about filing deadlines.

If you have any questions or issues with the response to your complaint, you may contact the National AFL-CIO Governance Director or staff. Nothing in this Policy, however, shall create an employment relationship between the AFL-CIO and employees of the Minnesota AFL-CIO.

#### **Article 17: EMPLOYER RIGHTS**

The parties recognize and agree that any term and condition of employment not specifically established by the provisions of this Agreement shall remain exclusively within the authority of the Employer.

#### **Article 18: DURATION**

This Agreement shall be effective as of the first day of May 2023, and shall remain in effect until the thirtieth day of April 2026 except as provided below.

It 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.

FOR THE GUILD:	FOR THE EMPLOYER:
Candace Lund Executive Officer	Bernie Burnham President
Todd Dahlstrom	Bradley Lehto
Bargaining Unit Representative	Secretary-Treasurer
Haylee Hilton	Bethany Winkels
Bargaining Unit Representative	Executive Director

#### **APPENDIX A**

Regional Organizer Positions.

The parties agreed to pilot during the life of this Agreement a Salary Schedule for the newly created Regional Organizer positions that provides a range of pay to encompass potential hires entering employment at the MN AFL-CIO with varying degrees of work experience and expertise. With the exception of the Salary information outlined in this Appendix, all other language in the Agreement will apply to employees in the Regional Organizer job classification.

- 1. Based on the criteria of experience in career/work history; experiences in the Labor movement; and the amount of direct overlap of experience with the Regional Organizer job description, the employer may offer new hires any salary step within the calendar year of hire on the schedule below in Section 3.
- 2. A member of the bargaining unit designated by the union will be copied on hiring offer emails sent by the employer to candidates for Regional Organizer positions.
- 3. The salary ranges for all full-time work in the Regional Organizer classification covered by this Agreement shall be as listed in section 2 below.

Regional Organizer Salary Schedule				
Step	5/1/2023-	5/1/2024-	5/1/2025-	
	4/30/2024	4/30/2025	4/30/2026	
A	\$55,000.00	\$56,100.00	\$57,222.00	
В	\$56,100.00	\$57,222.00	\$58,366.44	
С	\$57,222.00	\$58,366.44	\$59,533.77	
D	\$58,366.44	\$59,533.77	\$60,724.44	
Е	\$59,533.77	\$60,724.44	\$61,938.93	
F	\$60,724.44	\$61,938.93	\$63,177.71	
G	\$61,938.93	\$63,177.71	\$64,441.27	
Н	\$63,177.71	\$64,441.27	\$65,730.09	
I	\$64,441.27	\$65,730.09	\$67,044.69	
J	\$65,730.09	\$67,044.69	\$68,385.59	
K	\$67,044.69	\$68,385.59	\$69,753.30	
L	\$68,385.59	\$69,753.30	\$71,148.36	

4. The salary ranges above in Section 3 reflect the following negotiated increase and effective dates for all positions and Steps during the term of the Agreement: two percent (2%) on May 1, 2023; two percent (2%) on May 1, 2024; two percent (2%) on April 1, 2025.