

Contract

between

SEIU Local 26

and

**the Minnesota
Newspaper & Communications Guild,
TNG-CWA Local 37002**

May 2, 2024 through June 30, 2028

Table of Contents

AGREEMENT	3
ARTICLE 1: RECOGNITION	3
ARTICLE 2: UNION SECURITY	3
ARTICLE 3: UNION – EMPLOYER COOPERATION	4
ARTICLE 4: LEGAL ISSUES	4
ARTICLE 5: SENIORITY	5
ARTICLE 6: SICK LEAVE, PERSONAL DAYS	6
ARTICLE 7: VACATION	6
ARTICLE 8: HOLIDAYS	6
ARTICLE 9: TEMPORARY WORKERS (Brigade/Special Project)	7
ARTICLE 10: LEAVES OF ABSENCE	7
ARTICLE 11: GRIEVANCE and ARBITRATION PROCEDURE	9
ARTICLE 12: DISCIPLINE AND DISCHARGE	10
ARTICLE 13: EXPENSES	10
ARTICLE 14: RETIREMENT	10
ARTICLE 15: HEALTH INSURANCE AND BENEFITS	11
ARTICLE 16: Wages, Job Descriptions	11
ARTICLE 17: PAY DAYS	12
ARTICLE 18: WORKLOAD	12
ARTICLE 19: HEALTH AND SAFETY	12
ARTICLE 20: PICKETING	13
ARTICLE 21: CONTINUING EDUCATION AND CONVENTIONS	13
ARTICLE 22: MISCELLENEOUS	13
ARTICLE 23: MAINTENANCE OF STANDARDS	13
ARTICLE 24: SUCCESSION AND ASSIGNS	13
ARTICLE 25: TERM	13

AGREEMENT

This Agreement entered into by and between Service Employees International Union Local 26 of Minneapolis, Minnesota, chartered by the Service Employees International Union, hereinafter referred to as the “EMPLOYER” and the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002 hereinafter referred to as “Guild” or “Union.”

ARTICLE 1: RECOGNITION

1.01 The Employer agrees to recognize the Guild as the sole and exclusive collective bargaining agent of the following Employees: All program staff (including political, communications and research), clerical/data entry, representatives, internal or external organizers, and Employees in similar job titles and or performing similar work, excluding Officers of Local 26, temporary employees as defined in Article 9, and supervisors, and managers as described in the NLRA.

ARTICLE 2: UNION SECURITY

2.01 It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the 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 and hired on or after its effective date, shall, on the 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 standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Guild.

2.03 The Employer agrees not to discriminate against members of the Guild and shall consider Guild applicants equally with applicants not holding membership in the Guild and shall notify the Guild when positions become available.

2.04 **Dues Checkoff:** The Employer agrees to deduct union dues and initiation fees from the wages of Employees in the bargaining unit who voluntarily provide the Employer with a written authorization which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction will be made by the Employer from the wages of the Employees during each calendar month and will be transmitted to the Guild. In the event that no wages are due the Employee, or that they are insufficient to cover the required deduction, the necessary deduction shall be made from the Employee’s wages in the immediate following month at the time which is the usual and customary time for dues and initiation fees deductions. Said amount will thereupon be transmitted to the Guild. Together with the transmittal of deductions referred to above, the Employer shall furnish the Guild with a list of the employees for whom deductions were made.

2.05 The payroll deduction shall be made upon receipt by the Employer of an official authorization form signed by the employee.

Dues Deduction Form.

To: SEIU Local 26:

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 collective bargaining agreement between yourself and the union, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be renewed automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective agreement 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.

Date Employee's Signature Print Name

ARTICLE 3: UNION – EMPLOYER COOPERATION

- 3.01 The Guild shall have the right to elect stewards. 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 A space will be provided on a designated bulletin board where official Guild notices may be posted.
- 3.03 The Employer and the Guild will maintain an atmosphere of mutual responsibility, dignity and respect in all interactions within the organization.

ARTICLE 4: LEGAL ISSUES

- 4.01 **Non-Discrimination:** No Employee shall be discriminated against because of race, creed, sex, age, color, national origin, disability, marital status, status with regard to public assistance, sexual orientation/preference union activity, criminal background, parental status, family status or relationship, public breastfeeding, gender identity or expression, religious beliefs, personal appearance, weight or body size, mental or physical disabilities which may be reasonably accommodated, or any other trait not here listed that is protected under federal, state, or local law.
- 4.02 **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 his/her duties of employment.

- 4.03 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 her/his salary reduced, nor shall any Employee be reclassified to defeat the purpose of the Agreement.
- 4.04 **Separability:** Nothing contained in this Agreement is intended to violate any Federal 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 rule or regulation.
- 4.05 **No Strikes; No Lockouts:** The Employer shall not declare any lockout during the life of this Agreement and the Guild shall not cause, call or permit any strike.
- 4.06 **Management rights:** The Guild recognizes the right of the Employer to manage and direct the working force, unless expressly limited in this agreement.

ARTICLE 5: SENIORITY

- 5.01 A seniority date shall be determined for each current member of the bargaining unit as the employee's most recent date of hire within the bargaining unit with the Employer; the most recent date of hire as an employee working under a Local 26 contract; or the most recent date of hire as an employee of any other SEIU local, whichever is more.
- 5.02 Seniority shall be the determining factor in all matters of vacation, leaves, layoff, and recalls.
- 5.03 Seniority shall be terminated for any of the following reasons:
- 1) Voluntary resignation
 - 2) Discharge for just cause
 - 3) Layoff in excess of eighteen (18) months
 - 4) Failure to return in accordance with the terms of a Leave of Absence
- 5.04 **Layoff/Reduction of Hours:** The Employer agrees to notify the Guild of the necessity of a layoff or reduction of hours as soon as possible. In the event of a layoff or reduction of hours, employees shall be laid off or shall have their hours reduced in reverse order of seniority, as long as the remaining employees have the minimum skills to complete the required tasks.
- 5.05 In the event of a layoff, employees shall receive two (2) weeks' notice or pay in lieu thereof. Recall shall be done in reverse order of layoff. Laid off employees shall retain recall rights for a period of 18 months.
- 5.06 **Vacancy:** In the event of a vacancy or new position within the bargaining unit, the Guild steward or the Guild office shall be notified of said opening and such opening shall be posted on the Guild Bulletin Board for five (5) working days. Each employee in the bargaining unit shall also be notified by e-mail, indicating the responsibilities of the job and minimum qualifications. Qualified employees who are interested in the opening shall be considered for the position, by seniority, before hiring from outside the SEIU Local 26 staff. All job postings shall state the minimum qualifications for the open job.
- 5.07 **Probationary Period:** Newly hired employees will be considered probationary for the first one hundred and eighty (180) days of employment, which includes time worked as a brigade as long as it is immediately preceding being hired on staff

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

ARTICLE 6: SICK LEAVE, PERSONAL DAYS

6.01 Effective upon ratification of this Agreement, paid Sick Leave shall accrue at the rate of one (1) day per month, accumulative from year to year to a maximum of 200 hours. Personal days, as designated by the employee, shall be deducted from the employee's accumulated sick leave. Up to five (5) personal days may be cashed out upon separation. An employee who has an unused accrued balance above 200 hours will be allowed to keep their balance and utilize all accrued hours, but will not accrue additional paid sick leave hours until the employee's balance drops below 200 hours.

ARTICLE 7: VACATION

7.01 The paid vacation accrual and schedule for bargaining unit employees continues as currently exists. Accrual rates are based on seniority: 1 week upon hire, 2 weeks after 1 year, 3 weeks after 5 years, 4 weeks after 10 years, 5 weeks after 20 years. Upon separation any unused vacation will be cashed out.

7.02 Employees may cash out unused vacation annually.

ARTICLE 8: HOLIDAYS

8.01 The following 15 days shall be paid holidays:

- a) New Years Eve
- b) New Years Day
- c) MLK Jr Day
- d) Good Friday
- e) Memorial Day
- f) Juneteenth
- g) July 4th
- h) Labor Day
- i) Thanksgiving Day
- j) Friday after Thanksgiving Day
- k) Christmas Eve
- l) Christmas
- m) Employees Birthday
- n) Eid-Al Adha
- o) Eid Al-Fitr

Bargaining Unit Employees shall have the right to substitute a paid Holiday to observe a religious holiday of the employee's particular faith.

8.02 If an employee works any of the above-named holidays, the employee may bank such holiday to be used at another time. Employees may only work a holiday with pre-approval from their manager.

8.03 If any of the above holidays falls on a weekend, the holiday shall be observed on Friday or Monday, at the discretion of the Employer.

ARTICLE 9: TEMPORARY WORKERS (Brigade/Special Project)

- 9.01 A person hired specifically for a special project and/or contract campaign, or to cover a vacation or leave of absence, including lost timers, may be employed temporarily by the Employer for a period not exceeding six (6) months, unless an extension for an additional three (3) months is mutually agreed upon between the Guild and Employer, and will not be covered by this contract. After completion of such length of time he/she shall be considered part of the bargaining unit and his/her terms and conditions of employment will be covered by the collective bargaining agreement. The Guild shall be notified of such employment.
- 9.02 No full-time Employee shall be reduced to Part time or suffer a layoff because of the use of part-time or temporary employees.

ARTICLE 10: LEAVES OF ABSENCE

- 10.01 An Employee on active employment status with the Employer, upon written request to the Employer, may be granted a disability/pregnancy leave of absence without salary and without loss of seniority to and until a date not exceeding six (6) months, subject to the following:
- (a) S/he shall give the Employer two weeks' notice in writing of her/his application for leave of absence and shall present therewith the written medical certification by her/his doctor of her/his condition and her/his expected date of return to work.
 - (b) S/he shall be required to leave and discontinue her/his employment at any time if so advised by her/his own doctor, or the Employer's doctor, or is s/he is not capable of regularly and efficiently performing her/his duties, or if there is any danger to her/his personal medical safety. Employees providing documentation from her/his doctor, will be eligible for short term disability (STD) leave paid at sixty-six percent (66%) of the Employee's salary, up to six (6) weeks. If available, an employee may utilize accrued sick and/or vacation time to supplement the STD payments to reach one hundred percent (100%) salary during leave for medical reasons. The STD benefit will be discontinued on January 1, 2026 or effective date of implementation of MN Paid Family Medical Leave.
 - (c) S/he will be entitled to return to work in accordance with her/his seniority at any time within the six (6) months leave of absence, provided s/he has given two (2) weeks written notice of her/his intention to do so to the Employer accompanied by the written medical certification of her/his doctor approving her return to work.
 - (d) If the employee returns to work in accordance with the above, either to her/his original job or to a position of like status and pay, s/he will be given credit for the seniority accrued up to the time of leaving as well as the seniority s/he would have accrued had s/he been available for work during the period of her/his absence.
 - (e) The provisions of this Article are subject to such amendment or modification as may be required to comply with any future applicable State or Federal laws or regulations which may become binding upon the parties hereto.
 - (f) Any replacement Employee assigned or hired to perform the duties of the employee on leave shall be regarded as temporary during the period within which the Employee on leave may legally return to

work without loss of seniority as herein provided. In the event such employee shall return to her/his job following such leave, such replacement employee shall be terminated or returned to her/his former position at the rate of pay established for that classification, including the domino effect upon other temporary Employees necessarily reassigned to accommodate the one on leave.

- (g) Any Employee requesting, in writing to the Employer, and receiving a leave of absence for pregnancy or any other disability shall continue to receive health benefits through the employer during the leave of absence, as long as the employee continues to pay their portion of the monthly premium
- (h) Notwithstanding any time limits shown above, such leaves of absence may be extended subject to mutual agreement between the Employer and the Guild. Any such extension shall specify whether or not seniority shall continue to accrue during this extended leave.
- (i) Effective upon ratification of this Agreement, through the implementation of MN Paid Family Medical Leave on January 1, 2026, an employee may receive up to six (6) weeks of new parent leave with no loss of pay, to care for a newborn, newly adopted or newly placed foster child. Paid parenting leave must be taken within twelve (12) months of the birth, adoption or placement of the child. This is a separate benefit from any short term medical disability leave provided to birth mothers.

10.02 **Personal Leave:**

- (a) **Contract Campaign/Mobilization Leave:** Upon conclusion of Major extended contract campaigns or mobilization periods involving Local 26, employees shall be granted ten (10) days paid leave of absence to be taken at a mutually agreed time, but to commence no later than six (6) weeks after the extended contract campaign or mobilization involving Local 26 members has ended, unless mutually agreed to take place later. In the event of a scheduling conflict between employees regarding such leave requests, priority determination shall be by seniority.
- (b) 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, s/he shall be returned to her/his previous position upon completion of the leave.
- (c) **FMLA:** The employer will voluntarily follow FMLA if there is any benefit better than what is provided in Article 3

10.03 **Bereavement Leave:** Full and part time employees will be allowed a period of up to five (5) days off with pay to make arrangement for and attend the funeral of a mother, father, step parents, spouse/domestic partner, or child. Up to four (4) days with pay will be allowed for a brother, sister, aunt, uncle, current mother-in-law, or father-in-law. Employees will be allowed up to three (3) days with pay to attend funeral for grandparents, grandchildren and great grandchildren, and current brother/sister-in-law. Employees will be granted up to an additional two (2) weeks unpaid bereavement leave if travel outside of the United States is required. The Employer reserves the right to request documentation prior to and after travel.

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 time off without discrimination 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.

ARTICLE 11: GRIEVANCE and ARBITRATION PROCEDURE

11.01 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.

11.02 A grievance must be presented in writing by the employee or his/her chosen representative to the President of Local 26 or designee within twenty-one (21) calendar days after the occurrence of the event giving rise to the grievance. In the event an employee is terminated, a grievance must be presented in writing by the employee or his/her chosen representative to the President of Local 26 or designee within ten (10) days of the termination of employment.

11.03 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, her/his 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 another Step two meeting, with a 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.

A) 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 FMCS to send a list of five (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 his/her selection by a joint letter from the parties requesting he/she set a time and place for a hearing on the grievance, subject to the availability of the parties.

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

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

D) 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.

11.04 Any time limits in this Article may be waived or extended by mutual agreement between the parties.

11.05 Access to all information necessary to the determination and processing of a grievance shall be made available to all participants.

ARTICLE 12: DISCIPLINE AND DISCHARGE

12.01 No employee shall be disciplined or discharged except for just cause. In the event an employee is suspended or discharged, Local 26 shall give such employee, and the Guild, a written notice setting for the cause for the suspension or discharge. Progressive discipline shall normally be administered in the following manner:

- A) Verbal warning
- B) Written warning
- C) Suspension
- D) Discharge for just cause

12.02 If, after nine (9) months, no further action is taken for a similar offense, prior written disciplines (not including suspensions) shall not be used in any future disciplinary action; nor will it be referred to in a grievance or arbitration proceeding. After twenty-four (24) months, if no further action is taken for a similar offense, suspensions shall not be used in any future disciplinary action; nor will the suspension be referred to in a grievance or arbitration proceeding.

12.03 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 being administered.

ARTICLE 13: EXPENSES

13.01 **Mileage and Parking reimbursement:** the employer will continue to pay mileage to staff at the IRS mileage reimbursement rate. The Employer will fully reimburse all job related monthly parking for all staff.

13.02 **Cell Phone:** Employees, who are required to have a cell phone for work, will purchase a cell phone and plan that includes email. SEIU Local 26 will pay said employee a monthly stipend of \$125.

13.03 **Reimbursements:** When it is not practical to use a Local 26-authorized credit card for union business, employees may use their personal credit card or cash for union business and submit the original receipt to the Employer for reimbursement. An employee will have up to forty-five (45) days from time of expense to submit receipt(s) for reimbursement.

13.04 **Per-Diem:** When required to travel overnight, Employees may request a \$75 daily per-diem for meals. The meal per-diem request must be made at least two (2) business days prior to travel and will only be paid for days when meals during the course of the travel assignment are not provided.

ARTICLE 14: RETIREMENT

14.01 The Employer will continue to provide the SEIU Pension Plan in effect at the time of the signing of this Agreement and continue to contribute 14% of the bargaining unit employee's salary per month during the term of the Agreement.

14.02 Upon retirement, voluntary resignation, loss of recall rights following layoff of 18 months or other separation of employment other than termination for just cause, the Employer shall pay the Employee severance of one (1) days pay for every year worked for Local 26.

ARTICLE 15: HEALTH INSURANCE AND BENEFITS

15.01 The Employer shall provide and pay the full premium (single and family coverage) for Major Medical/Hospitalization, eye care and dental insurance under the same or similar policy that is in effect upon the signing of this Agreement. Any changes in policy will be negotiated with the Guild before implementation. Family coverage under the same policy will be provided with the Employer's share of the monthly premium increasing to 100% for the first full month and monthly thereafter following the signing of this Agreement.

15.02 The Employer will provide reimbursement for glasses and/or contacts up to \$300 per calendar year. Proof of expense must be provided.

15.03 **Long Term Disability:** A long term disability plan shall continue to be provided and fully paid for by the Employer.

15.04 **Life Insurance:** The Employer shall continue to provide a life insurance policy of two times the employee's annual salary, up to \$100,000 for each member of the bargaining unit. The employee shall have the option to purchase coverage for a spouse and children at the employee's expense.

15.05 **COBRA:** In all insurance and benefit situations where COBRA applies, the employee shall be fully informed of her/his rights to information and continuation of benefits under COBRA.

15.06 Effective upon enactment of MN PFMLA, the Employer will pay 100% of payroll taxes required for the benefit if SEIU is not exempt from PFML.

ARTICLE 16: Wages, Job Descriptions

16.01 The following are job classifications at SEIU Local 26:

A) **Senior Organizer/Representative:** Minimum two years of experience on staff at Local 26; helps develop strategy and program planning; directs work of brigades; strong language and computer skills. Time as brigade/temporary worker shall count towards this minimum two years requirement.

B) **Lead Organizer/Representative:** Organizers/Representatives who direct staff (but no authority to discipline, hire or fire) and coordinate and lead strategy will get a \$5,000 annual differential.

C) **Program Staff:** (Political, Communication, Research)

D) **New Staff:** less than two years on staff at Local 26. Organizers who do not meet the qualifications for senior organizer/representative but have more than 2 years on SEIU local 26 staff will receive an additional \$5,000 per year for a period not to exceed two (2) years. This category includes all non-program staff, such as internal organizers, external organizers, call center, and grievance reps.

E) **Brigade/Temporary position:** not covered by this agreement.

F) **Clerical/Data Entry position:** The minimum starting salary is \$2,000 less than the minimum starting salary for Classification D.

16.02 Annual minimum pay scales for the classifications in 16.01 shall be the following:

	Pay for classification D	Pay for classification A,C
May 2, 2024	\$65,000	\$70,000
May 1, 2025	\$66,950	\$72,100
May 1, 2026	\$68,958	\$74,263
May 1, 2027	\$71,372	\$76,862

Effective upon ratification of Agreement, all bargaining unit employees will receive a 7.0% increase to annual salary, or the new minimum salary in the employee's job classification, whichever is greater, retroactive to May 2, 2024.

Effective May 1, 2025 all bargaining unit employees will receive a 3.0% increase to annual salary.

Effective May 1, 2026 all bargaining unit employees will receive a 3.0% increase to annual salary.

Effective May 1, 2027 all bargaining unit employees will receive a 3.5% increase to annual salary.

Upon ratification of this Agreement, Blanca Pineda will receive a \$2,000 seniority salary adjustment increase retroactive to May 1, 2024.

ARTICLE 17: PAY DAYS

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

17.02 The Employer shall provide to bargaining unit employees on 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 Local 26 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. Employees will regularly meet with the employee's immediate supervisor to discuss the employee's workload, and the employee's supervisor will work with the employee to make adjustments to the employee's workload as needed to mitigate excessive workloads. To the extent possible, the Employer will allow shorter work days and/or days off after the extended work days during intense time periods, such shorter days or days off to be scheduled with the supervisor in advance. Such days shall be in addition to or part of proposed leave time following Contract Campaign Mobilizations.

ARTICLE 19: HEALTH AND SAFETY

19.01 The Employer shall continue to provide a smoke-free office and working environment, as reasonably practical.

19.02 The Employer shall continue to provide free and safe parking.

19.03 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 his/her job. All such equipment shall be safe and well maintained.

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 SEIU 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 manager. Employees will be allowed to take a minimum of one (1) approved class at a time.

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 at Local 26.

ARTICLE 22: MISCELLENEOUS

22.01 In the event a special project, research project or a project that is considered regularly within the customary, recognized and usual work of the bargaining unit requires a sub-contracting relationship, the Employer agrees to negotiate such relationship with the Guild.

22.02 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 SEIU Local Union 26 elections.

ARTICLE 23: MAINTENANCE OF STANDARDS

23.01 Nothing in this agreement shall reduce any official present pay or working conditions.

ARTICLE 24: SUCCESSION AND ASSIGNS

24.01 In the event of the transfer of control from SEIU Local 26 to SEIU International, or to any other entity, in whole or in part, the local hereby agrees that SEIU International and/or any other successors or assigns, shall recognize “the local 26 staff union” as the exclusive collective bargaining representative of its employees, assume the Collective Bargaining Agreement then in effect between SEIU Local 26 “the local 26 staff union” and provide for the retention of all seniority and service credited the employees at the time of such change or transfer of control.

ARTICLE 25: TERM

25.01 The contract term will be from May 2, 2024 through June 30, 2028.

25.02 This Agreement shall be automatically renewed, on a yearly basis, thereafter unless either party shall notify the other at least sixty (60) 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.

Signed by the following Parties:

Guild

Employer

Signature:  Ana Echeverría (Jul 9, 2024 11:38 CDT)

Name: Ana Echeverría

Date: Jul 9, 2024

Signature:  Brahim Kone (Jul 10, 2024 11:34 CDT)


Name: Brahim Kone

Date: Jul 10, 2024

Signature:  Blanca Pineda (Jul 9, 2024 11:52 CDT)

Name: Blanca Pineda

Date: Jul 9, 2024

Signature:  Dan Scoggins (Jul 9, 2024 19:48 CDT)

Name: Dan Scoggins

Date: Jul 9, 2024

Signature:  Candace Lund (Jul 10, 2024 11:35 CDT)

Name: Candace Lund

Date: Jul 10, 2024