

Last, Best and Final Proposal  
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# **Collective Bargaining Agreement**

**Between**

**Service Employees International Union, Local 1**

**And**

**SEIU Local 1 Non-Exempt  
Admin Staff Bargaining Unit  
Of  
Chicago Newspaper Guild  
Local 34071  
TNG/CWA**

January 1, 2022 – December 31, 2024

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## Agreement

This agreement has been entered into by the Service Employees International Union, Local 1, (hereafter designated as the "Employer"), and the SEIU Local 1 Non-Exempt Admin Staff Bargaining Unit of the Chicago Newspaper Guild Local 34071 TNG/CWA (hereafter designated as the Union). Furthermore, both parties understand that the local Union is governed by a "constitution" and "bylaws" and the International Union Constitution and Bylaws. As such, all bargaining unit members and members of the Employer's staff of the local Union are expected to comply with the Constitution and Bylaws of the local Union and International Union. To the extent that the Employer's Constitution and Bylaws conflict with this Collective Bargaining Agreement, the latter will control.

Furthermore, the Employer and Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the effective functioning of the Employer. The Employer and Union agree to maintain a professional and respectful work environment and treat all employees professionally and respectfully. Employees shall suffer no retaliation for reporting or grieving workplace harassment as outlined in the SEIU Local 1 Employee Handbook section on Sexual and Other Harassment attached as Appendix "A".

The word "he" or "him" or "he/she" used throughout this agreement shall be gender neutral and shall mean and include he/she/they or him/her/their when applied.

## Article I Recognition

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all hourly non-exempt employees in the following classifications: Administrative (Support) Staff; Dues Department Staff and Member Resources Center Representatives. employed by the Employer, excluding professional and technical employees and supervisory employees as defined in the National Labor Relations Act, as amended.

**Section 2.** The Employer agrees not to discriminate against members of the Union, nor to engage in unfair labor practices. On and after the thirty-first day following the execution of this Agreement, all employees who are then members of the Union, shall as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. All present employees who are not members of the Union and all employees employed after the date of this Agreement by the Employer, within 31 days after the date of their employment or the execution of this Agreement, whichever is the later, shall become members of the Union (unless they are already members) and all such employees shall, as a condition of their employment, remain members of the Union in good standing shall be limited to the payment of the initiation fees and dues uniformly required as a condition of acquiring or retaining membership and shall be a financial obligation only.

**Section 3.** Subject to any state or federal law, on or after the 31<sup>st</sup> day of the beginning of employment, or the effective date of this Agreement, whichever occurs later, every employee subject to this Agreement shall, as a condition of employment, become and remain a member in good standing of the Union. SEIU Local 1 shall deduct from the monthly salary of Guild members who authorize it as their representative monthly dues of the Guild. These monies shall be forwarded to the Guild Treasurer or his/her designee.

**Section 4.** The Union shall, with advanced approval from the Employer, be allowed reasonable use of facilities of the Local Union for holding meetings, as long as such does not conflict with the normal operations of the Local Union.

**Section 5.** The Union shall be allowed the use of a bulletin board, designated by mutual agreement between the Employer and the Union, for Union notices in every office of the Local Union. The Union shall also have a page designated by the Employer on the SEIU Local 1 Intranet. The Union agrees that no derogatory postings shall be used.

**Section 6.** A duly designated Union steward/representative shall, during the course of the workday, be allowed reasonable time with prior notice to his/her supervisor to investigate and process grievances or disputes.

**Section 7.** The steward shall be provided a fifteen (15) minute period on the clock to meet with any new employee to orientate them to the Union and the collective bargaining agreement within fifteen (15) days of the new employee's start date. Time for the orientation shall be pre-arranged between the steward and his/her supervisor. The Employer shall notify the Staff Union when a new bargaining unit employee is hired.

## **Article II Discharge and Discipline**

**Section 1.** Except as otherwise provided by this Agreement, no employee may be discharged, suspended, or disciplined without just cause. The Employer agrees that all discipline will be progressive, absent compelling circumstances warranting immediate termination or acceleration of disciplinary penalties. Progressive discipline shall be as follows:

Verbal Warning  
Written Warning  
1-Day Suspension  
3-Day Suspension/Final Warning  
Termination

Throughout the aforementioned disciplinary process, managers are expected to continuously coach and counsel employees for performance issues so employees will avoid further discipline.

**Section 2.** No warnings or reprimands shall be considered for purposes of disciplinary action after twelve (12) months from the date of the warning or reprimand, except for harassment or the infractions listed in Section 3 of this Article in which case the time period shall be eighteen (18) months.

### **Section 3. Immediate Grounds for Termination**

Certain infractions – such as insubordination, gross misconduct, being under the influence of alcohol or illegal drugs at work, theft (including Union funds or assets) – shall be grounds for immediate termination and shall not be subject to progressive discipline.

### **Section 4. Timeliness**

The Employer shall promptly implement any disciplinary action. Under normal circumstances, disciplinary action must be taken within thirty (30) calendar days from the date Management learns of the alleged infraction. The Employer will provide a copy of any disciplinary action to

the employee and the Union.

### **Article III Management Rights**

**Section 1.** The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except as they may be subject to the obligations of this Agreement. Among these rights, powers and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer, its business and administration thereof, and the direction of the working forces, including the following rights: to determine the size and make-up of the workforce, including the right to permanently eliminate unfilled bargaining unit positions; to suspend, discipline, or discharge employees for just cause; to make changes to Employer equipment and technological systems, including the right to introduce new equipment and technology so long as the technology does not track the physical location of unit employees through their cell phones or provide bargaining unit employees' personal information to non-SEIU affiliated third parties; to establish and enforce standards for quantity and quality of work, work performance and job requirements; to establish job content and the standards of service; to lay off employees for lack of work or for other legitimate reason; to hire, classify, transfer, assign work, schedule, promote, demote, or re-call employees; in accordance with Article IV - the right to determine the hours of work, including the start and quitting times of employees; assignment of overtime; to determine the location and means by which work will be performed (i.e., whether work will be performed in an in-office setting or remotely); to make and enforce reasonable rules and regulations including regarding safety, the use of technology and equipment, employee discipline, and the work processes required to insure maximum mobility, flexibility and efficiency of operations. The Union reserves the right to grieve the question of reasonability of rules and regulations

**Section 2.** Notwithstanding any other provision of this agreement, the Employer shall have the right to have management, ~~and/or~~ supervisory or non-bargaining unit personnel perform work, as the Employer deems necessary, including, but not limited to, cases of emergency or training or where there is a need for specific technical expertise, so long as the performance of the work does not cause any reduction of positions in the current bargaining unit ~~of exempt employees~~. The Union reserves the right to grieve the reasonableness of the length of time non-bargaining unit employees perform bargaining unit work.

### **Article IV Hours of Work and Workweek**

**Section 1. Workweek/Hours** The workweek shall be seven days per week from Sunday through Saturday. The scheduled workweek shall consist of five (5) days, Monday through Friday for forty (40) hours per week **which will include a one-hour lunch and two 15-minute breaks**. Any work over forty (40) hours per week shall be paid at the rate of time and one-half. The workweek schedule for all bargaining unit employees will vary by job category and area of responsibility and assignment. The supervisor for each specific area will determine the actual work schedule and hours.

**Section 2. Scheduling** The Employer reserves the right to schedule unit Employees for overtime assignments. All overtime is required to be pre-approved by an Employee's supervisor. **Employee's have the right to decline overtime, but in the event no one volunteers for overtime, management has the right to assign overtime to the least senior employee(s) who is qualified to perform the work.**

### **Section 3. Lunch and Breaks**

Lunchtime for all bargaining unit employees will normally be one hour and can vary by job category, area of responsibility and assignment. Arrangements for lunch hour must be coordinated between the employee and the supervisor in order to provide continual services to the membership.

**Section 4** No employee will be required to attend job actions, do phone banking, canvass or perform any other activities not directly related to their work duties without being compensated.

## **Article V Seniority**

### **Section 1. Probationary Period**

All new bargaining unit employees shall be on a 180 day Probationary Period from their date of hire. At any time during the respective 180 day Probationary Period, an employee may be terminated without notice or just cause. The Progressive Discipline Policy does not apply during this period. Probationary employees shall not have recourse through the grievance procedure for disciplinary matters.

Additionally, all employees who transfer into a new bargaining unit position or between bargaining unit positions shall serve a (sixty) 60 day new position probationary period where all contractual provisions apply including Article II. The employee may be put back into his/her previous job within 60 days at the discretion of either management or the employee. Any progressive discipline shall continue on in the new position from his/her previous position.

### **Section 2. Seniority**

Seniority shall be computed from an employee's most recent date of hire with Local 1. In the case of mergers, the seniority date of merged employees shall be reviewed on a case by case basis. Merged employees shall retain the seniority that they had accrued with the Local being merged with Local 1.

Along with monthly dues remittance reports the Employer will furnish the name, home address, personal cell number, job classification, division, date of hire, rate of pay, dues deducted for the month in question, and work location for each employee including new hires for that month covered by this Agreement. Such information shall be provided monthly in a common, commercially available spreadsheet format agreed such as Excel.

### **Section 3. Termination of Seniority**

Seniority shall be terminated for the following reasons:

1. Being on layoff status for more than one year after the layoff date;
2. Failure to report for work, for any reason, within five (5) calendar days upon recall from a layoff;
3. Being on unpaid "Personal Leave of Absence" in excess of 30 day maximum time line;
4. Failure to report for work, as scheduled, upon termination of a Personal Leave of Absence;
5. Unauthorized absence from work for three (3) or more consecutive days (AWOL);
6. If a settlement is made for total disability;
7. Retirement;
8. Terminated for just cause.

### **Section 4. Layoff Procedure**

In the event the Employer decides to reduce the number of employees, the Employer shall lay off the least senior employee provided that the remaining employees have the skill and ability to perform the job.

Unless the parties mutually agree, employees cannot use seniority to bump a less senior employee if it involves geographical relocation.

Any employee that is laid off ~~on~~ and elects to take a permanent layoff shall receive one (1) week of pay per year of service up to a maximum of twelve (12) weeks of pay. Post-probationary employees with less than one year of service shall receive one (1) week of pay. In addition, any laid off employee (temporary or permanent) shall be eligible for up to three (3) months of health and welfare coverage paid for by the Employer. Permanently laid off employees shall have no recall rights.

### **Section 5. Recall**

Employees who are laid off shall be maintained on a recall list for one (1) year for employees with up to ten (10) years of tenure and for two (2) years for employees with ten (10) or more years of tenure after the layoff date, unless the employee opts to receive the permanent layoff severance package. During the years, employees will be recalled to job openings in their former classification, for which they are able and qualified, on a seniority basis. Employees who fail to return to work, for any reason, within five (5) calendar days after recall shall be terminated.

### **Section 7. Job Posting**

Any permanently vacant job position within the recognized bargaining unit shall be posted for a period of seven (7) working days on the designated Union bulletin board prior to it being posted externally. The Employer shall forward an electronic copy of any permanently vacant job positions within the recognized bargaining unit to the Union and all bargaining unit employees. The Employer shall consider internal candidates for all unit job openings before external candidates are considered.

### **Section 8. Break in Service**

Seniority shall not be broken for cases of a qualified leave of absence temporary transfers to other locals, the International, other Unions or Union coalitions or permanent transfers within the offices covered by this agreement.

## **Article VI Salaries and Compensation**

### **Section 1. Across-the-Board Increases**

All Bargaining Unit Employees shall receive annual raises on the following dates:

<b>MRC SCALE</b>	<b>2021 annual salary</b>	<b>1-Jan-22</b>	<b>1-Jan-23</b>	<b>1-Jan-24</b>
Start Rate	\$41,111.20	\$43,166.76	\$45,001.35	\$46,801.40
After Step 1	\$43,105.92	\$45,261.22	\$47,184.82	\$49,072.21
After Step 2	\$45,479.20	\$47,753.16	\$49,782.67	\$51,773.98
After Step 3	\$47,850.40	\$50,242.92	\$52,378.24	\$54,473.37

After Step 4	\$50,090.56	\$52,595.09	\$54,830.38	\$57,023.59
After Step 5	\$52,049.92	\$54,652.42	\$56,975.14	\$59,254.15
After 15 Yrs		\$56,652.42	\$58,975.14	\$61,254.15

**DUES SCALE**

Start Rate	\$39,890.24	\$41,884.75	\$43,664.85	\$45,411.45
After Step 1	\$41,531.36	\$43,607.93	\$45,461.26	\$47,279.72
After Step 2	\$43,548.96	\$45,726.41	\$47,669.78	\$49,576.57
After Step 3	\$45,922.24	\$48,218.35	\$50,267.63	\$52,278.34
After Step 4	\$48,318.40	\$50,734.32	\$52,890.53	\$55,006.15
After Step 5	\$50,608.48	\$53,138.90	\$55,397.31	\$57,613.20
After 15 Yrs		\$55,138.90	\$57,397.31	\$59,613.20

**Administrative Assistants**

Start Rate	\$41,111.20	\$55,284.00	\$57,633.57	\$59,938.91
After Step 1	\$43,105.92	\$57,834.00	\$60,291.95	\$62,703.62
After Step 2	\$45,479.20	\$60,792.00	\$63,375.66	\$65,910.69
After Step 3	\$47,850.40	\$63,444.00	\$66,140.37	\$68,785.98
After Step 4	\$50,090.56	\$66,790.00	\$69,628.58	\$72,413.72
After Step 5	\$52,041.60	\$69,890.10	\$72,860.43	\$75,774.85
After 15 Yrs		\$71,890.10	\$74,860.43	\$77,774.85

**Receptionist Scale**

Start Rate	\$38,804.48	\$40,744.70	\$42,476.35	\$44,175.41
After Step 1	\$40,601.60	\$42,631.68	\$44,443.53	\$46,221.27
After Step 2	\$42,706.56	\$44,841.89	\$46,747.67	\$48,617.57
After Step 3	\$44,813.60	\$47,054.28	\$49,054.09	\$51,016.25
After Step 4	\$46,831.20	\$49,172.76	\$51,262.60	\$53,313.11
After Step 5	\$48,582.56	\$51,011.69	\$53,179.68	\$55,306.87
After 15 Yrs		\$53,011.69	\$55,179.68	\$57,306.87

- Employees shall move one (1) step each anniversary date with the Employer upon successful completion of their evaluation process.
- The Employer reserves the right to hire new employees above the “Start Rate” step for just and sufficient cause.
- The Employer reserves the right to give merit increases to individual employees of its choosing above the mandated across the board increases set in this Article.
- The Employer reserves the right to set salary and benefit compensation and determine how such compensation will be paid during the term of this agreement to any employee that comes into the bargaining unit through a merger after the effective date of this agreement.

**Section 2. Phone Allowance**

The Employer shall provide bargaining unit employees a cell phone allowance of one hundred



ten (\$110.00) dollars a month with the expectation that they will have a working smart phone at their disposal at all times for “Union business” and provide the Employer with the phone number. “Union Business” shall include, but not be limited to, calls, texts, use of Apps and data.

### **Section 3. Pay Period**

Employees shall be paid twice a month, once on the 15<sup>th</sup> of the month and once on the last day of the month.

### **Section 4. Internet Allowance**

The Non-Exempt Admin Staff bargaining unit will be provided the Internet Allowance benefits that are negotiated for the Field Staff Professional Staff bargaining unit in their Collective Bargaining Agreement.

Section 5. Any bargaining unit employee required to use their car for Local business shall have that trip pre-approved by their Supervisor. The Employee shall be reimbursed at the current IRS Mileage Reimbursement Rate. If an Employee needs to respond to an emergency situation outside of regular business hours, they shall notify their supervisor within 24 hours of the event. All trips to be reimbursed shall be documented in writing to their supervisor as to the start and end place and exact round-trip mileage driven and purpose for the trip.

Section 6. Employees who are required to work in the Chicago office and drive their car to the office shall be reimbursed for parking commensurate with the Field Staff.

Section 7. Any employee who is fluent in a foreign language utilized by a significant portion of the SEIU Local 1 membership and who regularly uses such fluency in conducting Union business, shall be paid an additional \$1,500 per year paid in equal installments with each pay period. It is understood that use of the foreign language is part of the staff’s job and as such they can be assigned translation and other duties associated with a second language.

## **Article VII Benefits**

### **Section 1. Group Insurance**

The Employer shall offer all bargaining unit employees Medical, Prescription, Dental and Vision through the following plans:

- SEIU Local 1 Health & Welfare Fund, Plan A or C

For the life of this agreement, the Employer shall maintain for its employees its existing health insurance plans. These plans shall be provided to eligible employees and their dependents on a non-contributory basis. The Employer shall notify participant employees of any changes in the health plans prior to the changes being implemented.

### **Section 2. Eligibility**

If a bargaining unit employee elects to participate, coverage begins the first day of employment. Eligible family members must meet the criteria defined in Plan(s) Booklet definitions. Family members generally include your legal spouse, domestic partner, and/or and unmarried children who are less than 19 years old; or who are 19 but under age 26 subject to plan criteria.

### **Section 3. Term Life Insurance**

The Employer shall provide all bargaining unit employees a life insurance plan equal to one-year's salary but not less than \$25,000 or not greater than \$50,000.

### **Section 4. Long Term Disability/Short Term Disability**

The Employer shall provide all eligible bargaining unit employees a Short Term Disability and A Long Term Disability Plan.

### **Section 5. Pension Plan**

All bargaining unit employees shall be covered by the SEIU Affiliates' Officers and Employees Pension Fund. The goal of this plan is to help employees provide for their retirement and to encourage long-term service with the Employer. The Employer shall pay the cost of the retirement plans for each bargaining unit employee pursuant to the Constitution and Bylaws of the International Union and Trust Agreements.

### **Section 6. Pension Eligibility**

Bargaining unit employees will become eligible to participate in the "SEIU Affiliates' Officers and Employees Pension Fund" on the first entry date after meeting the following criteria:

- Reach age 21,
- Complete one year of service,
- Are credited for 1,000 or more hours of service in a 12-month calendar year

### **Section 7. 401(k)**

Employees covered by this contract shall be eligible to participate in the SEIU Local 1 401(k) program through the SEIU Affiliates plan. This is a voluntary program and is a non-Employer contributory program subject to the rules of the governing program.

## **Article VIII Holidays**

The Non-Exempt Admin Staff bargaining unit will be provided the paid Holiday benefits and application thereof that are negotiated for the Field Staff Professional Staff bargaining unit in their Collective Bargaining Agreement.

## **Article IX Vacation**

The Non-Exempt Admin Staff bargaining unit will be provided the paid Vacation benefits and application thereof that are negotiated for the Field Staff Professional Staff bargaining unit in their Collective Bargaining Agreement.

## **Article X Sick Leave**

The Non-Exempt Admin Staff bargaining unit will be provided the paid Sick Leave benefits and application thereof that are negotiated for the Field Staff Professional Staff bargaining unit in their Collective Bargaining Agreement.

## **Article XI Personal Leave**

The Non-Exempt Admin Staff bargaining unit will be provided the paid Personal Leave benefits and application thereof that are negotiated for the Field Staff Professional Staff bargaining unit in their Collective Bargaining Agreement.

## **Article XII Leaves of Absence**

### **Section 1. Family Medical Leave Act (FMLA)**

The Family and Medical Leave Act of 1993 gives employees the right, in certain circumstances, to take unpaid leave from work in order to care for themselves or family members. This policy applies only to a serious health condition and does not apply to brief illnesses of an employee or family member. The SEIU Local 1 Personnel Handbook outlines the use of FMLA.

### **Section 2. Unpaid Personal Leave of Absence**

The Employer may grant an unpaid personal leave of absence for an employee. Granting of an unpaid Leave of Absence is subject to the needs of the SEIU Local 1 membership and is granted pursuant to the SEIU Local 1 Personnel Handbook.

### **Section 3. Unpaid Leave for Illness or Disability**

A leave of absence will be granted in writing because of illness or disability substantiated by medical approval, upon the following schedule:

- Under one (1) year seniority, up to three (3) months leave, which may be extended up to an additional thirty (30) days when the need is substantiated in writing by medical certification;
- One (1) year to three (3) years seniority, six (6) months leave;
- Three (3) years to five (5) years seniority, nine (9) months leave;
- After five (5) years seniority, one (1) year leave.

Upon return from such leave the employee shall return to the assignment previously being performed by the employee, or in the event such assignment no longer exists, a substantially comparable position.

While on approved leave under this Article, the employee's health and life insurance will continue interrupted as long as the employee is on leave.

### **Section 4. Severe Weather Conditions**

If due to a snow storm or other extremely severe weather it is impossible for an employee to get to work, he/she must notify his/her Supervisor at least one (1) hour before his/her normally scheduled start time or as soon as possible. Employees, if able to work from home, shall continue to work on any Severe Weather Days. Criteria for Paid Severe Weather Conditions Day are:

- When Public Schools in the appropriate city (i.e. – Chicago, Milwaukee, St. Louis, Kansas City, Cleveland, etc.) are closed, and/or,
- In the event the President or his designee closes a SEIU Local 1 office(s) as a result of very severe weather, employees will receive their regular pay for the day.

### **Section 5. Unpaid Severe Weather Conditions Day**

If an employee is unable to make it to work because of weather on a day the office is **not** closed, he/she may be authorized to use a personal leave day or vacation day to avoid any loss of pay.

## **Section 6. Military Leave**

If any employee is enlisted into one of the military services, he/she will be granted a leave without pay and will have reinstatement privileges in accordance with federal and state regulations.

The Employer will pay regular full-time employees, for a period not to exceed two (2) weeks, the difference in base salary and military pay for annual service in a recognized military service organization such as the National Guard, Naval Army, or Air Force Reserve. The employee is required to provide the Employer with documentation of military service participation and compensation.

The Employer does not compensate for hours missed due to meetings during the workweek.

## **Article XIII Funeral Leave/Jury Duty**

The Non-Exempt Admin Staff bargaining unit will be provided the paid Funeral/Jury Duty benefits and application thereof that are negotiated for the Field Staff Professional Staff bargaining unit in their Collective Bargaining Agreement.

## **Article XIV Grievance Procedure**

**Section 1.** The procedure for handling a grievance pertaining to any difference or dispute which may arise under this Agreement shall be as follows:

### **STEP I**

The aggrieved employee, accompanied by the steward, if the employee desires, shall consult with the employee's immediate supervisor. In any event, since it is in the best interest of all concerned that a grievance be promptly and expeditiously resolved, an aggrieved employee and/or the steward of the employee or employee involved, shall present such grievance as soon as reasonably possible following the event which gives rise to its occurrence, but in no instance shall it be presented more than ten (10) business days following the event which gave rise to its occurrence or after the employee or employees involved first acquired knowledge concerning such event.

### **STEP II**

If the matter is not settled in the first step and the Union wishes to further pursue it, the grievance shall be reduced to writing and presented to the Personnel Director within fifteen (15) business days following the Step I meeting. The Personnel Director, immediate supervisor, together with the aggrieved employee, the steward shall meet to discuss the grievance with five (5) business days of the Step II appeal. The Personnel Director shall give his or her written answer within ten (10) business days after the meeting.

### **STEP III**

If the matter is not settled in the second step and the Union wishes to further pursue it, the Union shall, within ten (10) business days following its receipt of the Personnel Director's written answer, appeal the grievance in writing to the Secretary-Treasurer. The Secretary-Treasurer shall meet with the grievant and steward within five (5) business days and endeavor to resolve the matter in a way acceptable to the Employer and the Union. The Secretary-Treasurer shall respond in writing within five (5) business days.

**Section 2.** If the matter is not resolved in the third step and the Union wishes to further pursue it,

the grievance shall thereafter be submitted to an arbitrator who shall be selected by the parties from a panel of seven arbitrators provided by the FMCS. The Union shall, within fifteen (15) business days after the Third Step Response, serve a written demand for arbitration upon the Employer, formally request the panel of arbitrators, which shall be members of the National Academy of Arbitrators, from FMCS and contact the Employer for the purposes of selecting the arbitrator. If the parties are unable to agree upon any one of the arbitrators from the FMCS list, the parties shall alternately, strike one name from said list, and the last remaining name shall be the arbitrator selected to hear and decide the grievance. The parties shall flip a coin to determine which party strikes the first name. The compensation of the said arbitrator ~~and the cost of hearing transcripts~~ shall be paid one half by the Employer and one-half by the Union.

If the parties are unable to agree upon any one of the arbitrators from the FMCS list, the parties shall alternately, strike one name from said list, and the last remaining name shall be the arbitrator selected to hear and decide the grievance. The parties shall flip a coin to determine which party strikes the first name. The compensation of the said arbitrator and the cost of hearing transcripts shall be paid one-half by the Employer and one-half by the Union.

**Section 3.** The award or decision of the arbitrator shall be final and binding upon the Employer and employee(s) involved, and the Union. The arbitrator shall not have the authority to add to, subtract from or alter the provisions of this Agreement.

**Section 4.** Grievances which are not presented, advanced or appealed by the Union within the time limits set forth in Sections 1 and 2 shall be considered withdrawn and abandoned by the Union. If there is not a timely answer to a grievance by the Employer in any step of the grievance procedure, the grievance shall be automatically advanced to the next step. Where the parties are unable to schedule a meeting pursuant to Section 1 due to scheduling conflicts on the part of one or both party representatives within fifteen (15) calendar days of advancement to that Step, the grievance shall be automatically advanced to the next step.

**Section 5.** A grievance involving discharge or disciplinary suspension shall go directly to the second step of the grievance procedure. Both the Employer and the Union shall make diligent efforts to promptly address the grievance.

**Section 6.** Non-disciplinary grievances with respect to the interpretation of provisions of this Agreement and involving one or more employees shall go directly to the second step of this grievance procedure.

## **Article XV No Strike/No Lockout**

**Section 1.** During the term of this Agreement, there shall be no strikes, lockouts or picketing, nor shall there be any demonstrations or rallies of any kind against the Employer, nor shall there be any handout or distribution of handbills or leaflets of any kind during any SEIU Local 1 sponsored activities, without the employer's consent.

**Section 2.** No action or suit of any kind or description shall lie by the Employer against the Union, or any officers, representative or agent thereof, because of a strike, work stoppage or picketing in violation of this Agreement if:

- (a) The Union has not authorized or instigated the strike, work stoppage or picketing,
- (b) The Union promptly denounces such strike, work stoppage or picketing and makes an earnest effort to terminate the same immediately.

**Section 3.** Any bargaining unit member engaged in an unauthorized strike or work stoppage may be disciplined up to and including termination.

**Section 4.** It shall not be a violation of the agreement nor a cause for discharge or discipline for any employee covered by this agreement to refuse to go through or work behind any lawful primary picket line sanctioned by a labor organization.

#### **Article XVI Non-Discrimination**

The Employer and Union shall not discriminate against any employee or applicant for employment by reason of race, color, national origin, sex, age, gender identity or expression, religion, immigration status, sexual orientation, handicap, disability, military service or Union membership or activity and shall in such respects comply with applicable state, local and federal law.

#### **Article XVII Labor-Management Committee**

**Section 1.** The Union and Employer shall meet for Labor-Management Committee meetings every third Thursday of each month. There shall be no more than four (4) representatives from each side at any one meeting. Each party shall submit a written list of issues it wishes to discuss to the other party at least 24 hours prior to any meeting.

**Section 2. Training** The Employer and Union shall meet twice annually to discuss training for new and existing staff. Each party shall have no more than three (3) participants at the meeting. The purpose of the meeting shall be to meet and confer regarding new employee training, mentorship and ongoing training for current employees.

#### **Article XVIII Training**

For the purpose of best accomplishing the mission of SEIU Local 1, the Employer will allocate the necessary resources for employee training, for the purpose of improving the employee's skills and ability to service SEIU Local 1 members. Areas of training during the life of this agreement may include, but not be limited to, computer skills, time management, writing skills and second language skills. Sources for this continuing education may include: AFL-CIO, SEIU, the Employer, other Local Unions, Community and City College, adult schools and private members. A training sub-committee shall be established made up of 2-3 representatives each from the Union and the Employer. This committee may monitor and make recommendations regarding training.

#### **Article XIX Savings Clause**

**Section 1.** If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any national or state official or agency shall invalidate any portion of this Agreement, the entire Agreement shall not thereby be invalidated and either party hereto, upon request, may reopen for negotiation the invalidated portion. In the event agreement thereon cannot be reached within thirty (30) days, either party may submit the matter to arbitration as herein provided.

#### **Article XX**

## Tuition Reimbursement

The Employer shall reimburse tuition spent on continuing an employee's education under the following conditions:

1. The employee must be a full-time employee with at least one year of seniority
2. The employee must obtain prior approval from their Division Director and the Personnel Director
3. The employee must enroll in a job related class
4. Each class must be taken at an accredited institution
5. The employee must pass the completed course with a grade of "C" or higher
6. The maximum allowance for reimbursement shall be \$1,500.00 per calendar year
7. Requests for an advancement of the cost of an employee's class shall be handled on a case-by-case basis at the discretion of the Personnel Director.

## Article XXI Union Rights

**Section 1.** The Employer shall make its best effort to provide the Union with a copy of the work rules, regulations and job descriptions at least thirty (30) days prior to implementation. The Union reserves the right to question the reasonableness of the work rules.

**Section 2.** The Employer agrees to provide, without cost to the employee, the services of an appointed attorney for legal representation which may be required due to Employer directed activities in the course of any employee's duties as an agent of the Employer.

**Section 3.** No employee shall suffer a lowering of wages, salary, benefits or working conditions as a result of this Agreement. Employees who receive pay and/or benefits superior to those specified in this Agreement shall continue to receive such superior pay and/or benefits, with the exception of any benefits that employees of a merged local might have enjoyed.

## Article XXII Union Business Leave

**Section 1. Union Business Leave:** Employees will be permitted to use earned paid time-off or unpaid time-off to attend the conventions of the News Guild-CWA or any labor organization with which it is affiliated. The Guild will provide at least two weeks notice of such leave, but notice shall generally be no later than when delegates are selected if more than two weeks. Up to five (5) business days (for each employee) may be allowed annually for no more than one (1) employee. Attendance by additional employees or the use of additional paid time-off or unpaid time-off to extend the leave may be granted at the sole discretion of the Employer and is not subject to the grievance procedure.

**Section 2. Union Work Leave:** The Guild may request an unpaid leave of absence for one (1) SEIU Local 1 unit employee at any given time. The leave of absence shall not be unreasonably denied subject to business and operational needs (e.g., contract cycle of division/city, work on specific campaigns, staffing of department in question, etc.). The

leave may be granted for up to two (2) months and may be extended by mutual agreement of the parties. The Guild shall be responsible for reimbursing the Employer for the Employer's share of employer sponsored benefits.

Additional leave for Guild-related purposes may be requested and approved subject to mutual agreement between the parties.

### **Article XXIII Term of Agreement**

This Agreement becomes effective January 1, 2022 and shall remain in full force and effect through December 31, 2024. For its duration, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining, whether or not mentioned herein, except that this Agreement may be reopened for the limited purpose making such changes as are required by the Employee Retirement Income Security Act as subsequently construed by courts or appropriate government agencies.

For SEIU Local1:

For SEIU Local 1 Bargaining Unit Staff of the  
Chicago Newspaper Guild Local 34071  
TNG/CWA:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### **Appendix "A"**

#### **Prohibition of Sexual and Other Harassment**

It is Local 1's policy that all employees will be free from all forms of harassment, including offensive language and behavior regarding an individual's race, age, religion, color, national origin, ethnicity, ancestry, disability, marital status, sexual orientation or gender. Harassment infringes on an employee's right to a comfortable work environment, and is a form of misconduct that undermines the integrity of the employment relationship. Such harassment includes, but is not limited to:

*Verbal:* Derogatory comments, nicknames, inappropriate slang, or slurs;

*Nonverbal:* Derogatory, posters, cartoons, drawings, documents or music;

*Physical:* Assault, intimidation, impeding, stalking, blocking movement or any physical interference with normal work or movement when directed at an individual.

Sexual Harassment is illegal and against Local 1 policy. Sexual harassment includes unwelcome sexual advances, or request for sexual favors, as well as other conduct of a sexual nature. Some examples of sexual harassment include, but are not limited to, the following:

*Verbal:* Sexual hinting, suggestive comments, insults, and jokes about gender-specific traits, comments about another's physical appearance or sexual proposition.

*Nonverbal:* Making suggestive or insulting noises, leering, whistling or making obscene



gestures. Inappropriate or suggestive computer files, e-mails, or screen savers, and materials from the Internet, including music;

*Physical:* Touching, pinching, brushing the body, coercing sexual intercourse, assault or stalking.

Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting that individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's professional performance or creating an intimidating, hostile or offensive employment environment.

Any employee who believes that he or she has been subject to harassment, or who has any knowledge of such behavior, is urged to immediately report such conduct to his/her Manager, or Secretary-Treasurer, or Chief of Staff, or HR Director. An employee may also talk to any Officer about an actual complaint or a concern.

Upon notifying his/her Manager, or Secretary-Treasurer, or Chief of Staff, or HR Director, the complaint will be promptly investigated. All complaints will be investigated with sensitivity for the individuals involved, and information obtained during the course of the investigation will be kept confidential to the extent possible, within the necessary boundaries of the fact-finding process.

All parties involved with the complainant and incident will be required to keep all information obtained during the course of the investigation strictly confidential.

If, after appropriate investigation, an employee is found to have engaged in sexual and/or other harassment such employee will be subject to disciplinary action, up to and including termination of their employment with Local 1.

This policy prohibits any retaliatory action against an employee who, in good faith, raises a complaint or provides information concerning an alleged act of harassment.

Any questions regarding this policy should be addressed to employee's Manager, or Secretary-Treasurer, or Chief of Staff, or HR Director.

### Complaint Procedures

#### 1. *How to Report a Complaint*

- a. If the employee feels that he/she have been harassed, the employee must report the incident immediately to one of the following individuals:
  - Manager
  - Secretary-Treasurer
  - Chief of Staff
  - HR Director

#### 2. *If a Manager Receives a Harassment Complaint*

- a. Make time to listen to the complaint, no matter what your schedule is.

- b. Advise the employee that the matter will be promptly investigated.
  - c. Assure the employee that the matter will be kept confidential to the extent possible and will only be discussed with those who “need to know.”
  - d. Upon disclosure of the facts, Manager, or Secretary-Treasurer, or Chief of Staff, or HR Director will determine if there is a need for a formal investigation.
  - e. Every effort will be made to resolve issues quickly.
3. *Formal investigation*  
If it is not possible to resolve the issue on an informal basis, the HR Director will conduct a formal investigation.
4. *Decision*  
Once the formal investigation is completed, a recommendation and course of action will be taken. If any employee is found to have engaged in the harassment of another individual, corrective disciplinary action up to, and including, termination will be taken.
5. *End of the Investigation Process*
  - a. A meeting will be held with the complainant and any appropriate personnel to discuss the outcome and action;
  - b. A meeting to discuss the outcome and action will be held with the accused and any other appropriate personnel;
  - c. All employees will be reminded that any retaliatory action toward employees or witnesses is unlawful and against Local 1 policy;
  - d. All documented disciplinary actions, including termination, will become a part of the employee’s personnel file.
6. *Follow-Up*  
Follow-up will be performed as necessary.
7. *False and Frivolous Complaints*  
False and frivolous charges refer to cases where the accuser is using a sexual harassment or other harassment complaint to accomplish some end other than stopping actual sexual harassment. It does not refer to charges made in good faith, which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action.