

COLLECTIVE BARGAINING AGREEMENT

Between

**COMMUNICATIONS WORKERS OF AMERICA, (CWA)
LOCAL 7076**

And

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 251**

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PREAMBLE

This collective bargaining agreement is entered into this 15th day of June, 2022, between the Communications Workers of America (CWA), Local 7076 (hereinafter referred to as the "Employer"), and the Office & Professional Employees International Union (OPEIU) Local 251 (hereinafter referred to as the "Union").

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative of the employees in the following unit: all full-time, part-time, or eligible temporary staff of CWA Local 7076.

Any new permanent and non-managerial employee that is hired entirely by CWA Local 7076 is to be included in the bargaining unit.—Any employee hired and assigned to duties with CWA Local 7076 by the CWA International Union or conjointly hired by agreement between CWA Local 7076 and the CWA International, and claimed as an employee by the latter shall not be included in the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

The right and power to select and hire all employees, to suspend, discipline, demote or discharge them for just cause, to assign, supervise, and direct all working forces, to maintain discipline and efficiency among them, and to exercise other customary functions of the Employer for the carrying on of business and operations are recognized exclusively in the Employer. This right and power should not be exercised arbitrarily or unfairly and shall not be exercised so as to violate any provision of this Agreement. No rule, procedure, nor practice of the Employer shall be contrary to any provision of this Agreement. Nothing in this agreement shall be deemed to negate or reduce the employer's duty to bargain under Section 8(a)(5) of the National Labor Relations Act before changing a term or condition of employment.

ARTICLE 3 MAINTENANCE OF OPERATIONS

The Union agrees it will not encourage, sanction, authorize, or approve any strike, work stoppage, slow down, or interruption of work during the life of this Agreement and that it will actively endeavor to prevent or terminate any such activity by any of its members.

ARTICLE 4 LOCK-OUT

During the life of the Agreement, the Employer shall not institute a lockout of employees, meaning thereby to temporarily shut down any of its operations with intent unlawfully to affect the rights of employees with respect to Union representation.

ARTICLE 5 HOURS & WORK SCHEDULES FOR PERMANENT EMPLOYEES

5.1 The normal number of hours of employment for full-time employees shall be forty (40) hours per week. Part-time employees shall be a minimum of twenty (20) hours per week. Calculation of

accruals and benefits is based on hours worked. Sick and Annual leave taken shall be included with hours worked in the calculation of leave accruals.

- 5.2 All employees that work at least four (4) hours in a day are entitled to an unpaid ½ hour or a one-hour lunch break.
- 5.3 The standard work week is Monday through Friday. All employees must specify their work schedule and hours on their biweekly timesheet, changes require prior approval of the Local President, or designee.

**ARTICLE 6
OVERTIME**

- 6.1 A full time employee will be entitled to overtime pay of time and one half for hours worked in excess of 40 hours in a work week. Part-time employees will be paid at straight time for additional hours worked up to 40 hours; hours worked in excess of 40 hours in a work week will be paid at time and one half. Annual or sick leave taken shall be included with hours worked in the calculation of overtime pay.
- 6.2 Should an employee be required to work on a Sunday, or any Holiday recognized in this agreement, the rate of pay will be paid at the rate of double time for the time worked, or for a minimum of four (4) hours at straight time, whichever is greater.
- 6.3 All overtime must be pre-approved by the Local President or designee.

**ARTICLE 7
ANNUAL LEAVE (VACATION)**

- 7.1 The Annual leave year shall be based on a calendar year, Leave accruals shall be prorated from a full-time schedule of 40 hours per week, on a proportional basis, per the employee's actual hours of work and leave taken.
- 7.2 Annual leave time shall be credited to all Local Union employees based on their years of service from initial hire date with CWA Local 7076 as follows:

| | |
|------------|-----------|
| 0-5 years | 120 hours |
| 6- 9 years | 160 hours |
| 10 years | 200 hours |
- 7.3 Annual leave requests must be pre-approved by the Local President, or designee. Annual Leave will be requested a minimum of one week in advance. Emergencies will be considered on a case-by-case basis. No leave request will be unreasonably denied. No employee shall be unreasonably recalled from approved leave.
- 7.4 No more than eighty (80) hours of unused Annual Leave shall be carried over from the previous calendar year, or cashed out at separation from employment with the Local.
- 7.5 In the case of the death of an employee, his/her vacation accrual will be paid to his/her legal spouse or designated beneficiary.
- 7.6 In the event an employee resigns with a minimum two (2) weeks-notice the employee shall be paid his/her accrued vacation.

**ARTICLE 8
HOLIDAYS**

8.1 All permanent employees will be entitled to the same holidays as New Mexico State employees:

| | | |
|------------------------|---------------------------------|---------------------------------------|
| New Year's Day | Martin Luther King Jr. Birthday | Memorial Day |
| Independence Day | Labor Day | Indigenous People's Day |
| Veteran's Day | Thanksgiving Day | President's Day |
| Juneteenth (June 19th) | Christmas Day | (taken the day after Thanksgiving) |

All holidays shall be observed on the day that the State of New Mexico observes the holiday.

- 8.2 Should an employee be required to work on a Holiday recognized in this agreement, the rate of pay will be paid at the rate of double time for the time worked, or for a minimum of four (4) hours at straight time, whichever is greater.
- 8.3 Any employee scheduled to work a Holiday shall have the day off at their normal rate of pay. If Holiday falls outside of an employee's schedule, they shall receive pro-rated pay based on the number of hours regularly scheduled for the week.

**ARTICLE 9
SICK AND PERSONAL TIME**

- 9.1 Sick and Personal leave will be allotted on January 1st of each year. Full-time employees will be given one-hundred-twelve (112) hours of Sick time per year and two (2) Personal days. Sick time will be prorated for the first year of employment (based on one-hundred-fourteen (114) hours).
- 9.2 Part-time employees' time will be prorated based on hours worked.
- 9.3 Employees may have up to forty (40) hours of their unused sick-personal leave carried over from year to year. Time carried over must be used for sick time. It is not the intent of this clause to abuse the taking of sick time.
- 9.4 Notification of **sickness** absence shall be given no later than one-half (1/2) hour after the scheduled start of shift. This shall preferably be via email, but always in writing.
- 9.5 Personal leave must be pre-approved by the Local President or designee at least one day in advance.
- 9.6 Sick and Personal leave is not cashable at separation.

**ARTICLE 10
BEREAVEMENT LEAVE**

- 10.1 In the event of a death in an employee's family or close relative, the employee shall be entitled to leave, without the loss of pay or other benefits, to permit the employee to attend the funeral and take care of other matters in connection with the death. The employee will be allowed to take up to forty-eight (48) hours off for the death of the employee's "family or close relative," defined as follows: parent/guardian (biological, step or foster), sibling (biological, step or foster), spouse,

domestic partner, child (including adopted child, step-child and child of domestic partner), grandparent, grandchildren, parent-in-law, brother-in-law, sister-in-law, (including parents, brothers and sisters of domestic partner), uncle or aunt, or niece or nephew.

- 10.2 No employee shall be unreasonably denied the use of additional Sick/Personal leave, Annual leave, or other available leave to add to bereavement leave.

ARTICLE 11 LEAVES OF ABSENCE/TIME OFF

11.1 Jury Duty

All employees will be excused for jury duty, and paid their regular salary, for up to thirty (30) days. If an employee is paid by the court, he/she will have his/her paycheck reduced by that amount.

11.2 Family and Medical Leave Act

Employees will be extended all of the rights and provisions contained in the Family and Medical Leave Act. The Employer will add domestic partner to the FMLA benefits. These rights will be provided and maintained regardless of the number of employees in the OPEIU bargaining unit.

11.3 Military Duty

The Employer will hold open the position of any permanent employee who is put on active duty with the military.

11.4 Educational Leave

The Employer shall grant employees educational leave with or without pay to pursue special training, including licenses, certification, and sabbatical travel for educational and vocational training opportunities for career advancement. Requests for educational leave shall not be unreasonably denied. All requests and responses shall be in writing. The Employer shall accommodate work schedules commensurate with the operational needs of the Employer to permit employees to pursue educational or vocational training opportunities.

11.5 Maternity/Paternity/Medical Leave

A maternity/paternity/medical leave may be granted not to exceed twelve (12) weeks. Such a leave would be paid out of sickness/personal absence pay first, then any accrued vacation time. If the employee has exhausted all leave then the leave will be without pay. The employee shall be entitled to Holiday pay. The employee will be guaranteed a return to his/her former job at the same rate of pay.

ARTICLE 12 INCLEMENT WEATHER

- 12.1 CWA Local 7076 will be closed/delayed when the public schools are closed/delayed, in whatever town/district the Local office is located. Employees will also be excused from travel based upon delays/closures affecting their physical location. Employees are responsible for listening to the news for such closings/delays.

- 12.2 For extreme weather conditions when schools are not in session, the President will make a decision and notify Union employees by 8:00 a.m.

- 12.3 Employees will be expected to telework during such closures/delays, if possible.

- 12.4 Employees will be paid for the time of the delay or closure, if teleworking is not possible.

**ARTICLE 13
UNION SECURITY**

- 13.1** Each employee who is or becomes a member of the Bargaining Unit shall be required as a condition of employment to pay or tender monthly fees to the union within thirty (30) days of their initial date of hire, or within thirty (30) days of ratification of this contract.
- 13.2** Upon written demand of the Union, the employer shall terminate any employee within the Bargaining Unit who fails to tender the sum due the Union under Paragraph 1.1 of this Article within thirty (30) days for the date such sum is due, provided the Union informs the employer in writing and allows him/her an additional five (5) day grace period. Should the employee fail to resolve the delinquency within the grace period and after notification to the employer by the Union, the employer will replace the employee effective the end of that payroll period.

**ARTICLE 14
PAYROLL DEDUCTION OF UNION DUES**

- 14.1** Upon ratification of this contract, all current employees will have one (1) hour of paid time to meet with a Union Representative.
- 14.2** Upon hire, all new employees will have one (1) hour of paid time to meet with a Union Representative.
- 14.3** The employer agrees that, upon written notification from the Union and signed by the employee, it will deduct monthly dues and any required initiation or administrative fee from the wages of the employee.
- 14.4** All employees will be paid on a bi-weekly basis.
- 14.5** The employer agrees to deduct monthly fees in two (2) equal installments from the employees' first and second payroll checks. The employer agrees to assume the cost of making this deduction and remitting the sum to the Union by the end of each month.
- 14.6** Should there be insufficient funds to deduct monthly fees, the Employer agrees to make up such deduction from the first subsequent payroll check in which sufficient funds are present.
- 14.7** The Union agrees to indemnify the Employer and hold it harmless from all claims, damages, costs, fees, or charges of any kind that may arise out of the honoring by the Employer of these deductions in accordance with the provisions of this Article.
- 14.8** Monthly dues shall be one-and-one-half (1.5) times the base hourly rate for each employee, or another amount as determined by the OPEIU Local 251 Executive Board and approved by the General Membership, as allowed by the Local's Constitution and Bylaws.

**ARTICLE 15
WAGES**

- 15.1** Fiscal Year 2022. Organizer shall be given a 5% increase in pay based on current hourly rate; Membership Dues Specialist/Database Administrator shall be given a 4% increase in pay based on current hourly rate; Office Manager shall be given a 3% increase in pay based on current hourly rate. This rate change shall become effective the first full pay period following ratification of this contract.

- 15.2** Fiscal Year 2023. All employees covered by this agreement shall be given a 3% increase in pay based on their current salary, effective the first full pay period following October 1, 2022.
- 15.3** It is mutually agreed between the parties that the parties will meet to bargain wages for the Fiscal Year 2024, and one contract article each, in May of 2023.
- 15.4** It is mutually agreed between the parties that the parties will meet to discuss only the wages for the Fiscal Year 2025 in May 2024.

ARTICLE 16 EXPENSES

- 16.1** Employees will be reimbursed for mileage at the current IRS reimbursement rate if they use their own car for business. Approved expenses shall be reimbursed upon submission of a travel expense voucher with receipts and other valid documentation. Travel on behalf of the Local shall be reimbursed at the Federal per diem rates. Employees will be responsible for recording mileage and reasons for travel on the Local expense voucher biweekly.
- 16.2** The Employer will reimburse employees for cell phones up to \$100 a month.
- 16.3** The Employer shall pay bail, not to exceed \$5,000.00, for employees arrested while in the performance of their duty. The activity must be approved in advance, and the employee will be held responsible for the full amount of bail paid if he/she fails to show up for the hearing.
- 16.4** The Employer and Union members will follow CWA 7076 financial policy rules for reimbursement of expenses accrued during the course of normal business by employees when the expense is not addressed by this agreement.

ARTICLE 17 HEALTH, DENTAL AND VISION INSURANCE

- 17.1** The Employer will pay \$300 towards all employee's monthly premiums for health, dental and vision insurance combined.
- 17.2** Part-time employees must regularly work at least 20 hours per week to be eligible for health, dental and vision insurance benefits.
- 17.3** In the event the employee leaves the employ of the Local, the employee's health, dental and vision insurance will be paid for by the Employer for one (1) additional month.
- 17.4** Either party may reopen this article of the Agreement by giving written notice stating the reason for the opener. Reasons include, but not are limited to:
- o The event of any state or federal changes to healthcare legislation
 - o Discussion of ancillary benefits; to include, but not limited to disability and life insurance

ARTICLE 18 PENSION

- 18.1** The Employer will pay, to all employees covered by this agreement, a taxable stipend equal to 3% of employee compensation towards a Roth IRA, or other

retirement savings plan, to be selected and managed by the employee. Effective the first full pay period following the ratification of this agreement.

ARTICLE 19 GRIEVANCE PROCEDURE

- 19.1** A grievance shall be defined as any dispute arising between the Employer and the Union pertaining to any matter of wages, hours, or working conditions, or any dispute between the Employer and the employees involving interpretation of the Agreement, or any past practice. The Employer and the Union agree that it shall be the objective of both parties to settle all problems at the lowest appropriate level. Every effort will be made to resolve the problem between the employee and the Local President prior to initiation of the formal grievance procedure.
- 19.2** Grievance Procedure for Permanent Employees
Step 1- A grievance is to be submitted verbally to the President of the Local within twenty-one (21) calendar days of the incident occurring or the Union reasonably becoming aware of the incident. A meeting will be held within seven (7) calendar days of notification to the President. The meeting will be held with the grievant and his/her representative of choice. A response will be rendered no later than seven (7) calendar days after the meeting. All timelines may be extended by mutual agreement.
- 19.3** Step 2- If the grievance is not resolved satisfactorily at Step 1, The Union may submit in writing to the top four Officers of the CWA 7076 Executive Board (President, Executive Vice President, Treasurer and Secretary) within twenty-one (21) calendar days. A meeting will be held within fourteen (14) calendar days, and a written response will be rendered within fourteen (14) calendar days of said meeting. All timelines may be extended by mutual agreement.
- 19.4** Step 3- If the grievance is not resolved satisfactorily at Step 2, The Union may submit in writing to the CWA Executive Board within twenty-one (21) calendar days of receiving the Step 2 response. The grievance shall be heard in Executive session during the next regularly scheduled Executive Board meeting, and a written decision will be rendered within seven (7) calendar days after the meeting. All timelines may be extended by mutual agreement.
- 19.5** If arbitration is needed, the Union and the Employer will mutually select a person not affiliated with either party to hear the case. Arbitration must be filed within twenty-eight (28) calendar days of receiving the Step 3 response. Each party shall bear individually the expense of preparing its own case. The cost of arbitration will be equally divided between the Union and the Employer.

ARTICLE 20 RESPECT AND DIGNITY

The Union and the Employer mutually agree to treat each other with respect and dignity at all times.

ARTICLE 21 DISCIPLINE AND DISCHARGE

- 21.1** The Employer has the right to discipline only for just cause. Except in cases of gross misconduct, progressive discipline shall be used at all times. A written Notice of Contemplated Action (NCA), detailing the cause of action, shall be issued prior to any decision to dismiss, demote, or suspend without pay. The employee/union will have 10 days to respond. A written Notice of Final Action (NFA) shall be issued, to the employee and the union, within 3 days of such response. Time limits may be extended by written request and mutual agreement.

- 21.2** An employee shall be given a verbal warning before any written warnings are served, except in cases of gross misconduct.
- 21.3** All discipline shall be removed from the employee's file after twelve (12) months at the written request of the employee.
- 21.4** The Union may grieve any disciplinary action taken against an employee when it believes the action taken by the Employer was without just cause. Any such grievance may be submitted for settlement through the grievance procedure.

ARTICLE 22 NON-DISCRIMINATION

- 22.1** The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement because of race, religion, color, national origin, sex, age, physical or mental handicap, sexual orientation, political belief, or affiliation. The Union and Employer will comply with all legal requirements regarding Veterans, persons with disabilities, and those concerning sexual harassment.
- 22.2** There shall be no discrimination, interference, harassment, or restraint against any employee because of membership, non-membership, or legitimate activity in the Union by the Employer or any of its agents. The Union likewise agrees that there shall be no discrimination, interference, or coercion against the Employer or its agents.
- 22.3** The Employer shall not subject any employee to a hostile work environment, retaliation, or prejudice from any source.
- 22.4** The Employee shall be responsible for reporting any incidents regarding violations of this Article to the Employer in a timely manner. Such reports must be in writing. The Employer shall take the appropriate action to protect the Employee in a timely manner.

ARTICLE 23 REDUCTION OF HOURS, LAYOFF & RECALL

- 23.1** No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff due to budget constraints, or economic ramifications of a pandemic, without the consent of the Union. Such consent shall not be unreasonably withheld.
- 23.1.1** Employees who experience a reduction in hours will have their hours reinstated when the budgetary constraints are lifted.
- 23.2** The Employer agrees to negotiate with the Union of the necessity for a layoff as soon as possible. Affected employees shall receive four (4) weeks notice prior to being laid off.
- 23.3** In the event of a lay-off, the Employer will first ask for volunteers. After volunteers the lay-off will be in inverse order of seniority (Initial Hire Date) with the most junior person being the first to be laid off. However, all employees in the bargaining unit agree to reduce hours in order to avoid a layoff.
- 23.3.1** The union recognizes that some positions must remain filled to keep the office functioning; should a layoff be required and the least senior employee occupies such a position, then the employee with the second least seniority would be required to fill that position. Should the employee with the second least seniority not have the skill set to perform the majority of the duties, then the

employee with the second lowest seniority would be laid off instead of the employee with the lowest seniority.

23.3.2 Laid-off employees have recall rights up to one (1) year. The recall will be the most senior employee on lay-off returning first, and the least senior being offered recall after all more senior employees are returned to work.

ARTICLE 24 SEVERANCE PAY

Should a vested permanent employee leave his/her employment by lay-off, he/she shall be given severance pay equal to two (2) weeks per year of service, to a maximum of 6 years, provided no employee shall receive such pay more than once in a three (3) year period.

ARTICLE 25 HEALTH & SAFETY

All bargaining unit employees have the right to work in a clean, healthy environment.

ARTICLE 26 FREEDOM OF ASSOCIATION

All Union Members will have the right to assist any group of workers who want to organize with any labor organization, which may, or may not be the CWA, on their own time, as long as it does not conflict with the interest of CWA Local 7076.

ARTICLE 27 STAFF TRAINING & ORIENTATION

- 27.1** Upon hire, the employee will be given a copy of their job description and the Employer will go over it with the employee.
- 27.2** New employees will meet with the Employer as well as the Union steward in order to develop an individual training program.
- 27.3** During the first six (6) months of employment, a priority will be placed on sending the new employee to trainings, seminars or conferences dealing with information that could be used on the job.
- 27.4** New employees are subject to a sixty (60) day probationary period, during which time they are at-will employees.

ARTICLE 28 CONTRACTING OF WORK

The Employer shall not contract out work which would normally be performed by employees in the bargaining unit and where such action would result in a bargaining unit employee having his or her classification downgraded, having his or her work reduced, or being laid off.

ARTICLE 29 UNION NOTIFICATION

The Employer agrees to provide the Union written notifications as follows:

- a) Within three (3) days of issuing a Written Warning (WW), or Letter of reprimand (LoR) for misconduct, or performance issues. following disciplinary action (Warnings, Suspensions, and Discharges)
- b) Five (5) days prior notice of the hiring of a new employee
- c) Within ten (10) days of changes in the principal officers and address of the Employer
- d) At least 24 hours prior to any Weingarten applicable investigatory meeting.

**ARTICLE 30
COLLECTIVE BARGAINING PROCEDURE**

- 30.1 Collective bargaining meetings shall be held at the times and places mutually convenient at the request of either party. The party requesting negotiations for a replacement Agreement shall provide the other party proposals in written form. Counter proposals shall also be provided in written form.
- 30.2 It is the intention of the parties, with respect to the collective bargaining of future replacement Agreements, to conduct their negotiations thereon in such a manner as to reach a new Agreement on or before the termination of this Agreement.

**ARTICLE 31
SEPARABILITY**

Should any provision of this Agreement be found to be in violation of any federal or state law by court of competent jurisprudence, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 32
DURATION**

This Agreement will be in full force from June 15 , 2022 through June 30_, 2025.

The Employer and Union agree to bargain, in good faith for a successor agreement, beginning two (2) months prior to the expiration date of this Agreement.

This Agreement will remain in full force and effect until it is replaced by a subsequent written agreement in accordance with the NLRB.

IN WITNESS WHEREOF, the parties hereto being duly authorized to execute same have entered into this Agreement effective the 15th day of June, 2022.

CWA Local 7076

Daniel J. Secrist
Daniel J. Secrist, President

Date: June 14, 2022

OPEIU Local 251

Kelley Allen

Date: June 15, 2022