

COLLECTIVE BARGAINING AGREEMENT

Between

COMMUNICATIONS WORKERS OF AMERICA, (CWA)
LOCAL 7011

And

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 251

November 1, 2023 through October 31, 2026

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ARTICLE 1 - RECOGNITION

- 1.1 The Employer hereby recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, hours of work, benefits, and other conditions of employment for employees performing work under the job title reflected in Appendix A of this Agreement.

ARTICLE 2 - EMPLOYER RIGHTS

- 2.1 The Union recognizes and agrees that, subject only to the express provisions of this Agreement, the supervision, management, and control of the Employer's operation are exclusively the function of the Employer.

ARTICLE 3 - MAINTENANCE OF OPERATIONS

- 3.1 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

- 4.1 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 - NON-DISCRIMINATION

- 5.1 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.
 - 5.1 (a) The Employer shall not subject any employee to prejudice, retaliation, or discrimination because of action taken by a representative of the Union in presenting grievances instituted for such employee under the provisions of this Agreement.

- 5.2 Neither the Union nor the Employer shall unlawfully discriminate against any employee because of race, religion, color, sex, age, National Origin, physical or mental disability, sexual orientation, or because he/she is a disabled or special disabled veteran or veteran of the Vietnam era. The Union and Employer will comply with all legal requirements regarding Veterans, persons with disabilities, and those concerning sexual harassment.
- 5.3 The Employer shall not subject an employee to a hostile work environment, retaliation, discrimination, or prejudice from any source.
- 5.4 The Employee shall be responsible for reporting any incidents regarding violations of Article 5.3 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 6 - BARGAINING UNIT WORK

- 6.1 The parties agree only a Bargaining Unit Member shall perform bargaining unit work except in the event of an emergency, during peak workloads or during absences.

ARTICLE 7 - AGENCY SHOP

- 7.1 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.

ARTICLE 8 - PAYROLL DEDUCTION OF UNION DUES

- 8.1 The Employer agrees that, upon written notification from the Union and signed by the employee, it will deduct monthly fees from the wages of the employee.
- 8.2 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.
- 8.3 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.
- 8.4 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.

ARTICLE 9 - UNION ACTIVITY

- 9.1 Office and Professional Workers Representatives or members may solicit members and carry-on similar Union activity outside of working periods in space where no employer operations or administrative work is performed. Neither the Union, its officers, nor members will engage in Union activities in locations where Employer operations or administrative work is being performed.

ARTICLE 10 - UNION NOTIFICATION

- 10.1 The Employer agrees to provide the Union written notification as follows:
- 10.1 (a) Within three (3) days following disciplinary action (Warnings, Suspensions, and Discharges.)
 - 10.1 (b) At least fourteen (14) calendar days in advance of an employee layoff.
 - 10.1 (c) Within five (5) days of the recall of a laid off employee or the hiring of a new employee.
 - 10.1 (d) Within ten (10) days of changes in the principal officers and address of the Employer.

ARTICLE 11 - UNION LABEL

- 11.1 Whenever possible all correspondence, except as under Article 1, leaving the office of the Employer shall carry the Union Label as follows: OPEIU-251 — AFL-CIO.

ARTICLE 12 - PROBATIONARY EMPLOYEE

- 12.1 An employee shall be probationary for the initial six (6) months of his/her employment. The Employer may, at its sole discretion, terminate a probationary employee. Such termination shall not be subject to the grievance procedure and/or arbitration.
- 12.2 The Employer may extend the probationary period not to exceed ninety (90) days with notice to the Union and the reason the extension is necessary.

ARTICLE 13 – SENIORITY

- 13.1 An employee's seniority shall consist of a consecutive period of employment.

ARTICLE 14 - WORK SCHEDULES

- 14.1 The work week shall be five (5) consecutive days, Monday — Friday, and consist of no less than six (6) or no more than ten (10) hours each day. Up to a maximum of 48 hours per week.
- 14.2 An employee shall be entitled to two (2) paid relief periods of fifteen (15) minutes each, one in the morning and one in the afternoon.

ARTICLE 15 – OVERTIME

- 15.1 An employee will be entitled to overtime pay of time and one-half for any work performed beyond the approved work schedule maximum of 40 hours per week.
- 15.2 Should an employee be required to work on a Sunday or holiday recognized in this Agreement, the rate of pay will be paid at double time for the time worked or for a minimum of four (4) hours, whichever is greater.
- 15.3 The parties agree that compensatory time in lieu of overtime payments shall be permitted.
- 15.4 All overtime must be approved by the President or Executive Vice President.

ARTICLE 16 – LAYOFF

- 16.1 Should an employee be laid off due to lack of work or insufficient funds, such employee shall be entitled to a layoff allowance of one (1) week's pay for each year of employment up to a maximum of \$ 19,000.
- 16.2 An employee's layoff allowance entitlement shall be paid to the employee in one (1) lump sum based on the rate of pay the employee was assigned at the time of leaving.
- 16.3 The layoff will be done first by a request for volunteers, and then, should there be no volunteers, by inverse seniority.
- 16.4 Within six (6) months following the effective date of the layoff, an employee shall have priority rights to re-employment before another may be considered — provided he/she is able to perform the job.
- 16.5 Should an employee be re-engaged and a subsequent layoff occur, such employee shall be entitled to a layoff allowance of one (1) week's pay for each year of employment dating from the time of re-engagement up to a maximum of \$ 19,000.00.

- 16.6 Upon layoff an employee will be paid for all unused personal, vacation, and sick time.

ARTICLE 17 - SICKNESS ABSENCE

- 17.1 Employees with six (6) months of service or more, will be paid for up to ten (10) days of absence due to personal illness within a calendar year.
- 17.2 Effective January 1, 2011, employees may accrue sick leave hours in excess of ten (10) days, up to a maximum of twenty (20) days or 120 hours. At the end of the calendar year, accrued hours in excess of 120 hours will be paid (thereby reducing the accrued balance to 120 hours to begin the new year) as early as practicable in the new calendar year.
- 17.3 Employees with one (1) year of service or more, who report to work and becomes ill will be paid for the remainder of the day.
- 17.4 Any such absence is considered unexcused for the purpose of discipline and the bonus award (see Articles 22 and 23).
- 17.5 Sick leave may be used in one (1) hour increments and will be used only for illness or accident of the employee, the employee's spouse, domestic partner, children, stepchildren, grandchildren (in the same household or legal custody).

ARTICLE 18 - LEAVES OF ABSENCE/TIME OFF

- 18.1 Employees will be extended all of the rights and provisions contained in the Family and Medical Leave Act. These rights will be provided and maintained regardless of the number of employees in the OPEIU bargaining unit.
- 18.2 A maternity/medical leave may be granted not to exceed twelve (12) weeks. Such a leave would be paid out of sickness absence pay first, then personal absence and then 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.
- 18.3 Employees shall be allowed up to three (3) days' compassionate leave without loss of pay in the event of the death of an immediate family member. An additional two (2) days' leave without loss of pay will be allowed for travel to attend a funeral or memorial service for a member of the immediate family that is in a location in excess of 250 miles from the Employee's city of residence.
- 18.3 (a) For the purpose of this article 18.3, the "immediate family" is defined as follows: spouse, domestic partner, child, mother, father, step-

parents, step children, and foster parents or other person standing "in loco parentis," mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, sister, brother, grandchildren, or any other blood relative living under the same roof as the Employee.

18.3 (b) New Employees wishing to designate an individual as the person(s) who stood in place of one of the employee's biological parent(s) ("in loco parentis"), must register the person(s) standing "in loco parentis" within 60 days of the completion of their probationary period. An employee choosing to designate someone "in loco parentis" will not be entitled to the compassionate leave in the event of the death of the biological parent(s).

18.3 (c) Additional time, as needed, may be negotiated with the Employer.

ARTICLE 19 - HOLIDAYS/PERSONAL DAYS

19.1 The Employer shall allow time off with pay for the following Holidays:

New Year's Day	January 1 ST
MLK Day	3 rd Monday of Jan
President's Day	3 rd Monday of February
Good Friday	
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Indigenous People's day	2 nd Monday in October
Veteran's Day	2 nd Tuesday in November
Thanksgiving Day	4 th Thursday in November
Thanksgiving Friday	Friday after Thanksgiving
Christmas Day	December 25 th
One (1) Personal Holiday	to be taken at employee's option with one week's notice. Employee is entitled to utilize upon hire.

In addition to the above holidays, Employees will not be required to work the week between Christmas and New Year's Day. If the Employee chooses to take this time off, the Employer shall use vacation or personal time.

- 19.1 (a) In the event a regular Holiday falls on a Saturday, the preceding Friday shall be observed. In the event the Holiday falls on a Sunday, the following Monday will be observed.
- 19.1 (b) If an employee is called for work on a Holiday currently covered in this Agreement, the employee shall be paid double time for all hours worked.
- 19.1 (c) Employees shall be given up to sixty (60) total personal hours paid and six (6) hours unpaid in accordance with the following table: Employees may take personal hours in one (1) hour increments.

0-4 years of service	30 hours
5-7 years of service	40 hours
8-9 years of service	50 hours
10 -k	60 hours

ARTICLE 20 – VACATIONS

- 20.1 Vacations with pay shall be granted to employees who have completed periods of continuous service with the employer as follows:

Service Completed Weeks	Vacation
Less than 6 months	0
6 months or more; Less than 1 year	1
1 year or more; Less than 4 years	2
4 years or more; Less than 9 years	3
9 years or more; less than 15 years	4
15 years or more	5

- 20.2 All accrued vacation/personal, sick time unused shall be paid to employees in the event of a layoff.
 - 20.2 (a) If an employee is terminated, the employee shall receive all accrued and vacation time.
 - 20.2 (b) In the case of the death of an employee, his/her vacation, personal and sick leave accrual will be paid to his/her legal spouse or designated beneficiary.

- 20.2 (c) In the event an employee resigns with a minimum two (2) weeks-notice he/she shall be paid his/her vacation, sick and personal hours accrued.
- 20.3 Vacation time may be taken in increments of one (1) week, one (1) full day, or one-half (1/2) days.
- 20.4 Vacation time should be requested by the employee with a minimum of 24 hour notice.
- 20.5 Employees may accrue vacation up to 180 hours.

ARTICLE 21 - PENSION HEALTH HOSPITALIZATION LIFE AND DISABILITY INSURANCE PROGRAMS

- 21.1 During the life of this Agreement employees shall receive \$200.00 per month to purchase Health, Life or Disability Insurance. It is the employee's responsibility to obtain coverage of their choice and pay premiums directly to the provider.
- 21.2 An employee may elect to save up to 6% of their basic salary to be matched at a rate of \$.50 for each \$1.00. These funds will be put into an IRA. The IRA monies must remain in the fund for a minimum of one (1) year and be set up by the employer by November 30, 2014 or within 30 days after employee has completed probationary period.

ARTICLE 22 - BONUS AWARDS

- 22.1 Employees covered by this Agreement will receive a \$ 100.00 gift card each year for perfect attendance.
- 22.1 (a) To be considered perfect attendance, an employee must be free of tardiness and illness absence.
- 22.1 (b) This will begin on January 1 each year and will be paid on the first payroll period following the January I year date.
- 22.1 (c) Personal time may be used and approved if the employee is going to be tardy or ill, but the time must be granted prior to the start of the workday.

ARTICLE 23 – DISCIPLINE

- 23.1 The Employer may, for just cause, warn, suspend, or discharge an employee.
- 23.1 (a) 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.
- 23.1 (b) In the event of a wrongful termination, and if the Union strikes for arbitration, the parties agree that loser pays all compensation and expenses of the arbitrator.
- 23.1 (c) All personnel records kept by the Employer on an employee that may affect the condition of such employee's employment shall be subject to his/her inspection.

ARTICLE 24 – GRIEVANCES

- 24.1 A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties hereto relating to any matter of wages, hours, and working conditions or applications of any provision of this Agreement.
- 24.2 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. Prior to filing a formal grievance, it is required that a problem-solving meeting be held. At this meeting an employee or Union representative will meet with the President of the Local to discuss relevant issues, share information, and seek a mutually acceptable resolution of the problem. If resolution is reached at this meeting it shall not be considered as precedence setting. A Union representative may be present if requested by the employee.
- 24.3 If a mutually satisfactory resolution of the problem is not reached in the problem-solving meetings, a grievance shall be put in writing and formally presented to the President of the Local within twenty-eight (28) calendar days after the date the employee first had knowledge of the circumstance that led to the grievance. The written grievance shall state the nature of the grievance and the specific portion of the agreement allegedly violated. It shall be a mutual responsibility to meet to consider the grievance within fourteen (14) calendar days after it is presented. The

Employer will provide the Union with a written response to the grievance within fourteen (14) calendar days after the meeting.

The parties agree that loser pays all compensation and expenses of the arbitrator in the event of a wrongful termination. Each party shall bear individually the expense of preparing its own case.

ARTICLE 25 - COMPLIANCE WITH THE LAW

25.1 Should any provisions or applications of this agreement be found contrary to the law or a court of competent jurisdiction, such provisions or applications shall have the affect only to the extent permitted by law. However, all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE 26 - COLLECTIVE BARGAINING PROCEDURE

26.1 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 proposals in written form. Counter-proposals shall also be provided in written form.

26.2 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 27 - WAGES

27.1 To provide a wage increase as follows: 5% in the 1st year, 4% in the 2nd year, 4% in the 3rd year

Time	Current Rate 10/28/2023	10/29/2023	11/10/2024	11/9/2025
0 to 6 Months	\$11.50	\$12.08	\$12.56	\$13.06
7 to 12 Months	\$12.00	\$12.60	\$13.10	\$13.62
13 to 18 Months	\$12.36	\$12.98	\$13.50	\$14.04
19 to 24 Months	\$13.13	\$13.79	\$14.34	\$14.91
25 to 30 Months	\$14.21	\$14.91	\$15.51	\$16.13
31 to 36 Months	\$15.28	\$16.04	\$16.68	\$17.35
37 to 42 Months	\$16.36	\$17.18	\$17.86	\$18.58
43 to 48 Months	\$17.44	\$18.31	\$19.04	\$19.80
49 to 54 Months	\$18.52	\$19.45	\$20.23	\$21.04

55 to 60 Months	\$19.58	\$20.56	\$21.38	\$22.24
61+ Months	\$22.73	\$23.87	\$24.82	\$25.81

- 27.2 Based on an individual's education, experience, and/or other relevant factors, the Employer may hire an individual and place him/her in wage progression above the start rate for the job title into which the person is hired.
- 27.3 Bilingual pay at the rate of \$1.00 additional pay for each hour of translation (either verbal or written) will be paid for bilingual work.
- 27.4 In the event that an employee should be called after hours for assistance in resolving a work-related issue, the employee shall be paid a minimum of two (2) hours wage.

ARTICLE 28 - TERM OF AGREEMENT

- 28.1 This agreement shall become effective November 1, 2023, and continue in full force and effect to and including October 31, 2026 and shall automatically renew itself for twelve (12) successive months unless either party gives written notice of its desire to negotiate a replacement Agreement at least sixty (60) days in advance of the expiration date of this Agreement or the expiration date of the Agreement which has automatically renewed itself.
- 28.2 In witness whereof, the parties hereto have caused this Agreement to be executed on their behalf.
- 28.3 Upon ratification of this contract, the employee will receive a two hundred-fifty dollar (\$250) ratification bonus.

ARTICLE 29 - CONTRACT RE-OPENER

- 29.1 It is mutually agreed between the parties that if any merger involving CWA Local 7011 occurs or in the event of a substantial increase in the CWA Local 7011 membership during the term of this agreement, the parties will meet to discuss ONLY the following articles:

Article 14.1:	Work Schedules
Article 15.1:	Overtime
Article 20.1:	Vacations
Article 27:	Wages

ARTICLE 30 - WORKING REMOTELY CELL PHONE REIMBURSEMENT

- 30.1 In recent time it has become necessary for the office staff to work remotely form home. The current phone system has the ability to remote to a cell phone via an app. This letter is to make guidelines for cell phone reimbursement when working from home during office hours.
- When it becomes necessary to work from home due to office closures by government mandate, natural disaster, or other such reasons; employees that are responsible to answer calls for the office will download and log into the phone system app during the regular office hours to receive calls on behalf of CWA 7011.
 - On month or any portion thereof, that would require a work from home situation, a cell phone reimbursement would be paid to the employee at the rate of \$60.00 per month.
 - A copy of the employee's cell phone bill for the month may need to be furnished for a reimbursement omitting any personal information.

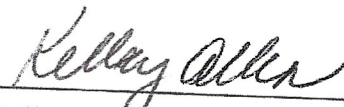
SIGNATORY SHEET

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 7011



John Blomberg 10/26/23
Executive Vice President (Date)
CWA Local 7011

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 251



Kelley Allen 10/26/23
President (Date)
OPEIU Local 251

APPENDIX A - JOB DESCRIPTION

Reports to and performs all work under the direct supervision of the Employer's principal officers or their designee.

GENERAL DUTIES

1. Performs as a receptionist, greets visitors, answers telephone, relays messages.
2. Receives and distributes mail.
3. Types correspondence, completes forms, types and prepares grievances. 4. Sets up materials for meetings of the Employer.
5. Files all records and makes these records available to authorized representatives of the Employer.
6. Performs data entry.
7. Any other duties that may be assigned by the President of the Local. If the President of the Local is absent, the Employee performs duties assigned by the Executive Vice President or designee of the President or Executive Vice President.

DUTIES NOT TO BE PERFORMED

1. Contract interpretation
2. The signing of pay vouchers for anyone other than their own pay voucher.

REQUIRED SKILLS

Must be proficient at typing, data entry and retrieval, know how to operate standard office equipment, and know Microsoft Office.