

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**COMMUNICATIONS WORKERS OF AMERICA, LOCAL 7019**

**AND**

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,  
LOCAL NO. 30**



**MAY 1, 2012 THROUGH JUNE 30, 2015**

**AGREEMENT WITH  
THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL  
UNION LOCAL UNION NO. 30**

This Agreement entered into this 1<sup>st</sup> day of May, 2012 by and between **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30**, hereinafter known as the "Union", and **COMMUNICATIONS WORKERS OF AMERICA, LOCAL 7019**, hereinafter known as the "Employer".

**ARTICLE I - PREAMBLE**

The purpose of this Agreement is to establish harmonious relations between the parties and to facilitate orderly adjustment of grievances, complaints and disputes which may arise from time to time between the Employer and the Union. This Agreement is entered into in consideration of the mutual performance thereof in good faith by the parties.

**ARTICLE II - RECOGNITION**

**Section 1.** The Employer agrees to recognize the Union as the sole collective bargaining agent with respect to hours, wages and working conditions of all employees coming under the jurisdiction of this Agreement: Specifically, any phase of office or clerical work.

**Section 2.** The Union agrees to use every reasonable effort to promote the welfare of the Employer.

**Section 3.** The Employer recognizes the fact that bonafide supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise change status, and it is not its policy to establish jobs or job titles for the purpose of excluding such employees from the unit as established in this Article.

**Section 4.** The Employer or his representative shall make known to the employees the duties they are to perform and from whom they are to receive their instructions.

**Section 5.** No employee shall, as a condition of their employment, be required or permitted to participate in any internal political action of their Employer, nor shall they be required or permitted to campaign for any individuals who are candidates for a union office.

**ARTICLE III - BONDING**

When the Employer requires a Fidelity Bond of any employee, the premium of said bond shall be paid by the Employer.

**ARTICLE IV - WAGE SCALES AND CLASSIFICATIONS**

**Section 1.** The Employer agrees to **PAY NOT LESS THAN THE MINIMUM** hourly wage scale shown in Exhibit "A" of this Agreement.

**Section 2.** It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, nor shall privileges now enjoyed by the employees be eliminated as a result of this Agreement. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.

**Section 3.** Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification for the workday of four (4) hours or more.

**Section 4.** Any position not covered by Exhibit "A" or any positions which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. In the event that the parties are unable to agree as to the classification and rate of pay for the job in question, such dispute shall be submitted to the grievance and arbitration machinery contained in this Agreement.

**Section 5.** The Employer agrees that the Employer will award the same wage increases negotiated by Century Link to its employees; which would include retro pay in the event that Century Link awards such to their employees. Should there be no agreement negotiated by Century Link, the Union and the Employer agree to open this agreement for wages only.

**ARTICLE V - PROBATIONARY, TEMPORARY  
AND REGULAR PART-TIME EMPLOYEES**

**Section 1.** All employees may be regarded as probationary employees for the first ninety (90) days of employment. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances resulting from activities in actions arising from membership in the Union.

**Section 2.** At the closing of the probationary period, the employee shall be considered a regular employee, except as otherwise provided in this Agreement, and shall be entitled to all contract benefits.

**Section 3.** The Temporary employee must be informed at the start of employment and may not work past ninety (90) days of employment, except as a replacement for period of sick leave, vacation, or leave-of-absence.

**Section 4.** Regular part-time employees must be covered by all the conditions as set forth in this Agreement for regular employees, pro-rated according to actual hours worked.

**ARTICLE VI - HOURS OF WORK**

**Section 1.** The minimum work week for regular full-time employees shall be thirty-five (35) hours, five days, Monday through Friday. All work performed before 6:00 a.m. and after 12:00 a.m. will be double time pay. All time worked in excess of thirty-five (35) hours, Monday through Friday, shall be at the time and one-half (1 ½) pay rate. Employees may be on a four (4)

day per week schedule if the employees and the employer agree to such schedule. Hours of Work shall be 8.75 hours per day, four days per week. Any hours in excess of 8.75 hours per day shall be paid for at the rate of time and one half the employees' regular hourly rate.

**Section 2.** Any work performed on Saturday or Sunday shall be paid for at the rate of double time. On Saturday, Sunday or Holidays, no employee shall be paid for less than three (3) consecutive hours of work. Employees reporting for work on straight time days shall receive not less than four (4) hours' pay.

**Section 3.** When an employee must return to work after completion of the regular work day, Monday through Friday, they shall be compensated at the rate of time and one half (1 ½) for not less than three (3) hours. If an employee is required to work on Saturday, Sunday, or Holidays, after the hours of their stipulated work day, they shall be compensated at the stipulated hourly rate of pay for each hour worked and for not less than three (3) hours of work.

### **ARTICLE VII – TECHNOLOGICAL CHANGE**

**Section 1.** In the event of proposed technological changes, such as the introduction of data processing equipment, computers, or other automated office machines, the Employer agrees to discuss such changes with the Union Representative before such changes are made.

**Section 2.** Any job created by virtue of the installation of such equipment shall be posted for bidding among the employees within the collective bargaining unit.

**Section 3.** In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees to institute a training program for those senior employees to be displaced who wish to accept employment in the resultant automated positions. Senior employees shall be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

### **ARTICLE VIII - NON-DISCRIMINATION**

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, age or handicap.

### **ARTICLE IX - REST PERIODS**

Fifteen (15) minutes shall be allowed in the morning and fifteen (15) minutes in the afternoon of each working day as a rest period for the employees. This time may be taken as continuance of the employees' thirty (30) minute lunch time with the Employer's concurrence, but may not to disrupt the regular office routine, unless so arranged with the Employer.

### **ARTICLE X - HOLIDAYS AND PERSONAL DAYS**

**Section 1.** All employees coming under the jurisdiction of this Agreement shall be allowed a maximum of six (6) holidays with pay. Should a holiday fall on a day not observed as a holiday by Qwest Communications, another paid personal day shall be observed in lieu of this holiday.

The six (6) holidays will be scheduled to coincide with those holidays observed by Qwest Communications.

**Section 2.** All full-time employees required to work on any holiday shall be paid their regular pay, plus one and one half (1 ½) times their scale. Those not required to work on holidays shall receive their regular pay only.

**Section 3.** In the event any of the holidays observed in this Article, Section 1, occur during the period of an employee's vacation, an additional day's vacation or pay shall be allowed for each holiday so occurring, at the Employer's option.

**Section 4. A REGULAR PART-TIME EMPLOYEE** shall be paid for a holiday at the regular scale, if the holiday falls within the time regularly employed.

**Section 5.** No work shall be performed on Labor Day, except in extreme emergencies.

**Section 6.** In addition to the above outlined holidays, each employee shall be allowed nine (9) personal days, with pay, and one (1) personal day without pay each year.

**Section 7.** The Employer may designate up to four (4) personal days with the concurrence of the Union.

#### **ARTICLE XI-VACATIONS**

**Section 1.** Each employee in the employ of the Employer for at least six (6) months, but less than one (1) year, shall receive one week's vacation with pay.

**Section 2.** Each employee who shall have been employed for one (1) year, but less than five (5) years, shall receive two (2) weeks' vacation with pay.

**Section 3.** Each employee who shall have been employed for five (5) years, but less than ten (10) years, shall receive three (3) weeks' vacation with pay.

**Section 4.** Each employee who shall have been employed for ten (10) years, but less than fifteen (15) years, shall receive four (4) weeks' vacation with pay.

**Section 5.** Each employee who shall have been employed for fifteen (15) years or more shall receive five (5) weeks' vacation with pay.

**Section 6.** Employees shall be allowed to carry over a maximum of five (5) vacation days. Such carried over vacation must be used within one hundred twenty (120) days from the employee's anniversary date of employment.

**Section 7.** Whenever possible, the Employer shall grant vacation time to accommodate the employee; however, such vacation period must be arranged to avoid unnecessary interference with the Employer's operation.

**Section 8.** Senior employees shall be given preference in the selection of vacation periods.

## **ARTICLE XII - SICK LEAVE AND LEAVE-OF-ABSENCE**

**Section 1.** All regular employees shall be granted, with pay, twelve (12) days' sick leave per year, accumulated at the rate of one (1) day per month from date of hire.

**Section 2.** If an employee is absent from work three (3) days or more, the Employer may request a doctor's certificate.

**Section 3.** All unused sick leave shall be accumulated at the rate of one (1) day per month to a maximum of fifty (50) working days to be used, as needed, with pay, in case of prolonged illness.

**Section 4.** Employees may take sick leave days in one-half (1/2) day or two (2) hour increments for personal and family needs.

**Section 5.** Once an employee has accumulated the maximum fifty (50) days sick leave, such employee shall, on the anniversary date of their employment each year, be paid for 50% of the accumulated sick days in excess of fifty (50) days, earned, but unused, for the year.

**Section 6.** At the Employer's option, after twelve (12) months of continuous service, an employee may obtain a leave-of-absence due to a sickness or other causes, without pay, which shall not exceed six (6) months and such leave-of-absence shall be verified, in writing, in triplicate, one copy to the Employer, one copy to the Union, and one copy to the employee. At the expiration of such leave, the employee shall be reinstated, without loss of any of his/her rights or privileges of seniority.

**Section 7.** If an employee is selected to perform work for the Office and Professional Employees International Union, Local No. 30, including conventions and conferences, the employee shall be granted reasonable time off to conduct Union business.

**Section 8.** When an employee is called for jury duty and must serve, the employee shall suffer no loss of rights or benefits. The difference between jury pay and regular salary shall be paid by the Employer. Employees must return to work after being excused from jury duty.

**Section 9. BEREAVEMENT LEAVE** In the case of death in the immediate family, an employee shall be granted a leave-of-absence of three (3) working days, with pay, in State, and five (5) working days, with pay, out-of-state. This leave-of-absence shall not be charged against sick leave. Immediate family shall consist of the following: Parents, Spouse's Parents, Spouse, Children, Step-Children, Brothers, Sisters and Grandchildren.

## **ARTICLE XIII - WELFARE**

**Section 1.** The Employer has previously or will execute a Subscriber's Agreement and by such Agreement shall become and will remain a party to the Agreement and Declarations of Trust of the Office and Professional Employees Welfare Fund (hereinafter referred to as the "Fund").

**Section 2.** Contributions shall be due by the Employer and coverage shall be provided by the Fund on the first day of any given month for any regular employee who has worked at least

seventy (70) hours in the previous calendar month. Work as used herein includes paid holidays, vacation and sick leave.

**Section 3.** Health and Welfare coverage shall include the following:

1. For employees and their eligible dependents:
  - a. Comprehensive Hospital-Medical Benefits and Prescription Drug Benefits
  - b. Dental Expense Benefits, Plan C
  - c. Vision Care Benefits, Plan B
  
2.
  - a. Extended Disability Benefits
  - b. \$12,000 Life Insurance Benefits and Accidental Death and Dismemberment Benefits

**Section 4.** The Employer shall contribute to the Fund the monthly amount which is required to maintain in effect the benefits listed in Section 3. The amount of such contributions shall be determined by the Board of Trustees of the Fund and such trustee action shall be binding on the Employer.

**Section 5.** The Employer shall continue contributions for three calendar months following the month in which the employee begins a sick leave, personal leave-of-absence, layoff, or retirement. Thereafter, the employee shall make provision for the payment of the full amount of the contribution which is then to be paid by the employee.

#### **ARTICLE XIV - SENIORITY**

Seniority is defined as an employee's continuous service with the Employer based upon the time actually spent on the payroll, plus approved absence. An employee will lose seniority if they have been discharged for just cause; when they quit; or when they have been laid off for a period in excess of one (1) year. Any employee who has been discharged and then reinstated by the Grievance Procedure shall retain their seniority.

#### **ARTICLE XV - LAYOFF AND REHIRE PROCEDURE**

When it becomes necessary to lay off employees, they will be laid off according to their seniority, without regard to classification, provided that the employee with greater seniority is capable and willing to perform work available in the office. Recalls will be made in the reverse order of layoff.

#### **ARTICLE XVI - UNEMPLOYMENT INSURANCE**

Employers shall provide unemployment insurance coverage for all employees through the Department of Economic Security.

## ARTICLE XVII - TERMINATION OF EMPLOYEE

**Section 1.** It is hereby agreed that the Employer has the right to discharge for sufficient and reasonable cause. The Employer agrees to advise the Union of any such action and the reasons thereof prior to such action.

**Section 2.** Regular employees after six (6) months' service shall be required to give one (1) week's notice prior to termination of services; and Employers shall be required to give one (1) week's notice prior to termination of services, or one (1) week's salary in lieu of notice to regular employees. In the case of notice to regular employees who have served three (3) years or more, two (2) weeks' notice shall be required from either employee or Employer, or two (2) weeks' salary in lieu of notice.

**Section 3.** An employee resigning without giving the aforementioned notice shall not be entitled to any severance pay.

**Section 4.** Vacation or vacation pay shall in no way be construed as payment for notice or termination pay.

**Section 5.** Any controversy arising out of this discharge procedure concerning monies due will be arbitrated as set forth in Article XXIII and shall be binding, notwithstanding any other clauses in this Agreement.

## ARTICLE XVIII - JOB VACANCIES

**Section 1.** The Employer agrees that when vacancies occur or when new employees are needed to perform work covered by the collective bargaining agreement, it shall notify the Union as to the number and type of employees desired and the Union shall endeavor to supply such help.

**Section 2.** The Employer shall requisition all employees in the bargaining unit from the Hiring Hall of Local 30.

A. There shall be two lists --- an "A" and "B" list.

1. The "A" list shall consist of the employees who have worked 1600 hours in the last four (4) years for employers signatory to Local 30 agreements.
2. When Group "A" has been exhausted, all other applicants who are properly qualified and registered on Group "B" list and who are available for employment will be dispatched from the Hiring Hall.
3. The "B" list shall consist of any other applicants.
4. The Employer has the right to request any employee off the "A" list. The "B" list shall consist of any others who do not qualify for the "A" list.



**Section 3.** The selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, bylaws, constitutional provisions, or any other aspects or obligations of Union membership, policies, or Union requirements.

**Section 4.** The Employer has the right to make personal interviews of all applicants referred to them by Local Union No. 30.

**Section 5.** The Employer retains the right to reject any applicant referred by Local Union No. 30 for any lawful purpose.

#### **ARTICLE XIX - VOTING**

All existing State and Federal Statutes or Decisions with regard to State and National elections, etc., shall be complied with.

#### **ARTICLE XX - VISITATION**

With the Employer's permission, it is mutually agreed that an employee has the right to discuss any grievance with the Union Representative during working hours.

#### **ARTICLE XXI - REIMBURSEMENT TO EMPLOYEES**

Office employees are not to furnish normal office equipment or supplies, unless properly reimbursed; and, if any office employee incurs any approved expenses during the performance of his/her duties, they shall be reimbursed.

#### **ARTICLE XXII - WAGE ASSIGNMENTS**

The Employer shall honor wage assignments executed voluntarily by the employees when presented by the Union with such wage assignments and shall accordingly deduct from employees' wages the regular dues, initiation fees, reinstatement fees, regular and uniform assessments, and shall promptly remit all monies so withheld to the Union. (All such wage assignments shall be revocable with applicable State and Federal Laws.)

#### **ARTICLE XXIII - GRIEVANCE AND ARBITRATION**

**Section 1.** A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or applications of any provision of this Agreement and shall be processed in the following manner:

- (a) An aggrieved employee must first present the grievance to the Employer and/or the Union Steward within two (2) working days after the grievance occurs.
- (b) If the grievance is not settled in the first step within two (2) working days, it shall be presented, in writing, through the Union, to the Employer, within five (5)

working days thereafter.

- (c) If no agreement can be reached on the grievance within ten (10) working days from the date it was first presented to the Employer, either the Employer or the Union may request, in writing, that the matter be submitted to a Board of Adjustment within three (3) working days thereafter. The Board of Adjustment shall be comprised of two (2) representatives of the Union to be selected by the Union, and two (2) representatives of the Employers signatory to this Agreement and shall be selected by the Employer involved in the grievance. The Board of Adjustment shall render its decision within five (5) working days after submission.
- (d) If the Board of Adjustment is unable to reach a decision within five (5) working days, they shall endeavor to mutually select an impartial arbitrator to render a decision which shall be final and binding on all parties to the grievance. If the Employer and the Union cannot agree upon an arbitrator within seventy-two (72) hours, a joint request will be made to the Federal Mediation and Conciliation Service to forward a list of five (5) impartial arbitrators with each side having the privilege of scratching two (2). Decision of the arbitrator to be final and binding with the expense of the arbitrator to be divided equally by the parties. Time limits set forth shall exclude Saturdays, Sundays and Holidays. Time limits may be extended by mutual consent of the parties.
- (e) Nothing contained herein may be interpreted to permit or grant power to the arbitrator to alter, amend, modify or otherwise change any terms or conditions of the collective bargaining agreement.

#### **ARTICLE XIV - PENSION**

**Section 1.** Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund a contribution on behalf of each employee in the amount of two dollars and twenty-five cents (\$2.25) per hour worked. The Employer contribution, as provided herein, shall be made on eligible employees, on the effective date, except for employee serving their ninety (90) day probationary period. The contribution for probationary employees shall start on the first of the month following their ninety (90) day probationary period. Work as used herein shall include paid holidays, vacation, and sick leave.

**Section 2.** This shall apply to all employees not presently covered by another pension plan which is completely Employer paid.

**Section 3.** Regular part-time employees who work over seventy (70) hours per month shall be covered by the provisions of this Article.

**Section 4.** The Employer and the employees agree to be bound by the terms and provisions of the Trust Agreement, and amendments thereto, of the Office and Professional Employees Pension Trust Fund.

**ARTICLE XXV-UNION SHOP CARD**

The Employer agrees to permit the display of a Union Shop Card signifying that the office is staffed by members of the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30, AFL-CIO**, and under agreement with the Union. This card is to be the property of the Union.

**ARTICLE XXVI-SEVERABILITY**

In the event that any provisions of this Agreement shall be found to be contrary to any State or Federal Statute or Decision, then such provision shall be deemed null and void and its exclusion shall in no manner affect the balance of this Agreement.

**ARTICLE XXVII-DURATION**

This Agreement shall be in full force and effect on and after the 1st day of May, 2012, to and including the 30th day of June, 2015, and shall be automatically renewed from year to year, unless the Union or signatory Employer serves upon the other a ninety (90) day written notice of desire to modify, amend or terminate this Agreement, prior to June 30, 2015. If agreement upon such amendments is not reached before the 30th day of June, 2015, this Agreement automatically terminates, unless prior to that date, the parties, in writing, have agreed to extend this Agreement for a specified period of time.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized signatures to be subscribed hereto on the day and year first above written.

**APPROVED BY EMPLOYER  
NEGOTIATION COMMITTEE:**

**OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION, LOCAL NO. 30**

\_\_\_\_\_  
Irene Robles, President  
CWA Local 7019

\_\_\_\_\_  
Walter Allen, Jr., Executive Director/CFO  
OPEIU Local 30

\_\_\_\_\_  
Date

EXHIBIT "A"

Section 1. Hourly Rates

**Effective July 1, 2008 through June 30, 2009: 3%**

	<b><u>First 6 mos.</u></b>	<b><u>After 6 mos.</u></b>	<b><u>After 1 year</u></b>
<b><u>GROUP 1</u></b>			
Receptionist/Typist	\$13.90	\$14.52	\$15.83
<b><u>GROUP 2</u></b>			
General Secretary	\$17.27	\$18.30	\$19.85
<b><u>GROUP 3</u></b>			
Executive Secretary/Bookkeeper Computer Operator	\$18.25		\$24.27

**Effective July 1, 2009 through June 30, 2010: 3%**

	<b><u>First 6 mos.</u></b>	<b><u>After 6 mos.</u></b>	<b><u>After 1 year</u></b>
<b><u>GROUP 1</u></b>			
Receptionist/Typist	\$14.32	\$14.96	\$16.30
<b><u>GROUP 2</u></b>			
General Secretary	\$17.79	\$18.85	\$20.45
<b><u>GROUP 3</u></b>			
Executive Secretary/Bookkeeper Computer Operator	\$18.79		\$25.00

**Effective July 1, 2010 through June 30, 2011: 3%**

	<b><u>First 6 mos.</u></b>	<b><u>After 6 mos.</u></b>	<b><u>After 1 year</u></b>
<b><u>GROUP 1</u></b>			
Receptionist/Typist	\$14.74	\$15.41	\$16.79
<b><u>GROUP 2</u></b>			
General Secretary	\$18.32	\$19.42	\$21.06
<b><u>GROUP 3</u></b>			
Executive Secretary/Bookkeeper Computer Operator	\$19.35		\$25.75

**Effective July 1, 2011 through June 30, 2012: 3%**

	<b><u>First 6 mos.</u></b>	<b><u>After 6 mos.</u></b>	<b><u>After 1 year</u></b>
<b><u>GROUP 1</u></b>			
Receptionist/Typist	\$15.18	\$15.87	\$17.29
<b><u>GROUP 2</u></b>			
General Secretary	\$18.88	\$20.00	\$21.69
<b><u>GROUP 3</u></b>			
Executive Secretary/Bookkeeper Computer Operator	\$19.93		\$26.52

**INEXPERIENCED EMPLOYEES**

There will be a classification for “**INEXPERIENCED EMPLOYEES**”. This rating shall apply only to persons who have office training but have never worked in an office and have no office experience. Records of their on-the-job training shall be kept by the job dispatcher for the Union who will furnish the records to the Employer for the purpose of determining their starting wage. Approval to use this classification must first be obtained from the Union.

**“INEXPERIENCED EMPLOYEES” shall receive an hourly rate of:**

	<b><u>First 30 days</u></b>	<b><u>Second 30 days After 30 days</u></b>	
05-01-08 - 06-30-09	\$7.93	\$8.26	\$8.65
07-01-09 - 06-30-10	\$8.17	\$8.51	\$8.89
07-01-10 - 06-30-11	\$8.42	\$8.77	\$9.16
07-01-10 - 06-30-12	\$8.67	\$9.03	\$9.43