

COLLECTIVE BARGAINING AGREEMENT

by and between

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #30, AFL/CIO**

and

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL UNION 7777**



May 1, 2017
to and including
April 30, 2020

AGREEMENT

This Agreement, made and entered into by and between the Communications Workers of America, AFL-CIO, Local #7777, hereinafter referred to as the “Employer” and Office and Professional Employees International Union, Local #30, hereinafter referred to as the “Union”.

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Union as the sole collective bargaining agency for all office and clerical workers employed in the office of the Employer.

ARTICLE 2 – UNION SECURITY

- 2.1 The Employer agrees to engage all new permanent and/or temporary employees through the office of the Union. In the event the Union is unable to furnish suitable applicants, the Employer may then secure help from sources of the Employer’s choice. The Employer shall notify the Union of all names of all new employees within seven (7) days after they are hired. All new employees hired shall make application for membership in the Union within thirty (30) days after the date of employment.
- 2.2 New Employee Orientation: The Chief Shop Steward and Stewards will be notified when a new bargaining unit employee is hired. The Chief shop steward and the area steward where the new employee will be employed may meet with the new employee within 15 days of his or her becoming employed. At that time, the stewards may for at least thirty minutes during paid time make a presentation to the new employee(s) regarding their rights and contract benefits as well as provide him or her with union literature.

ARTICLE 3 – HOURS OF EMPLOYMENT AND OVERTIME

- 3.1 Eight and three-quarters (8 ³/₄) consecutive hours (exclusive of lunch period of at least one-half ¹/₂ hour) shall constitute a day’s work, except that during the week of any fixed holiday designated in paragraph 1 of Article 4, “Holidays”, seven (7) consecutive hours shall constitute a day’s work. Thirty-five (35) hours shall constitute a week’s work. All work performed over the daily and weekly hours specified above, and all work performed on Saturdays shall be considered overtime and shall be paid at the rate of one and one-half (1 ¹/₂) times the employee’s base hourly rate of pay.
- 3.2 Any time worked on Sundays or paid holidays shall also be considered overtime and shall be paid on Sundays at the rate of two (2) times the employee’s base hourly rate of pay, and shall be paid on holidays at two (2) times the employee’s base hourly rate of pay in addition to any holiday pay already due the employee.

An employee called to work shall receive a minimum of four (4) hours work or pay.

- 3.3 The Employer agrees not to change the hour at which the working day is to commence unless such change is to continue for a period of at least two (2) weeks except by mutual consent of the Employer and the employee.
- 3.4 The Employer shall provide within the regular working hours, two (2) rest periods of fifteen (15) minutes each, to be arranged at an approximate mid-point within the morning and afternoon work periods. Employees shall have the right to leave their offices for these fifteen (15) minute breaks, and employees shall be allowed a reasonable amount of time to transport themselves from their work station to a suitable lunch and break area.
- 3.5 A meal allowance of \$6.00 will be awarded if employees work two (2) hours in excess of their regular work day.
- 3.6 In the case of inclement weather, if an employee makes a reasonable effort to get to work, but is unable to do so, or is late, such absence or tardiness shall be excused with pay at the discretion of the Employer. The Employer agrees that this privilege will not be arbitrarily withheld.

ARTICLE 4 – HOLIDAYS

- 4.1 The following days are recognized as fixed holidays under this Agreement: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, the last workday before Christmas Day is observed, Christmas Day and New Year's Eve Day. Should any of the above holidays fall on Saturday, they shall be observed on the preceding Friday. Should any of the above holidays fall on Sunday, they shall be observed on the following Monday. All employees covered by this Agreement shall receive seven (7) hours compensation at their straight-time hourly rate of pay for each of the fixed holidays as set forth above.
- 4.2 In addition, employees are entitled to the following days off with pay, which are not considered fixed holidays for the purpose of adjusting weekly schedules as otherwise provided in this Agreement: Good Friday and the Employee's Birthday which may both be observed as floating holidays, provided the employee gives the Employer two (2) weeks notice, and provided at least two (2) employees work on Good Friday.
- 4.3 On January 1st of each year, employees with one (1) year of service will be entitled to forty-five (45) hours of excused workday time with pay, per calendar year. Employees with less than one (1) year of service will be entitled to eleven and one-quarter (11 ¼) hours excused workday time for each full quarter worked

during the calendar year. Quarters will be defined as January through March, April through June, July through September, and October through December.

ARTICLE 5 – VACATIONS

5.1 Vacations with pay will be granted in line with service requirements and length of service as listed in this Article:

- (A) One (1) week vacation with pay shall be allowed to all employees with service of six (6) full months.
- (B) Two (2) weeks vacation with pay during the calendar year shall be allowed all employees whose service is one (1) full year or more.
- (C) Three (3) weeks vacation with pay shall be allowed all employees during the calendar year in which they complete three (3) full years or more of service.
- (D) Four (4) weeks vacation with pay shall be allowed all employees during the calendar year in which they complete ten (10) full years or more of service.
- (E) Five (5) weeks vacation with pay shall be allowed all employees during the calendar year in which they complete twenty (20) full years or more of service.

5.2 Employees will be allowed a carry over of no more than two (2) weeks of vacation time to the following calendar year. Such time shall be used by April 30th of the following year unless this time has been extended by mutual agreement between the employee and the Employer. Employees will give one (1) week's notice of their intention to use the vacation, unless other arrangements are made between the Employer and the employee. Two (2) weeks of vacation can be taken in daily or hourly increments.

5.3 When an illness occurs during a vacation, the first day of illness through the last scheduled day of vacation or the last day illness, whichever comes first, the vacation will be rescheduled.

5.4 If an employee is absent due to personal illness on the employee's last scheduled day immediately preceding the vacation period, and the illness continues on the first day of the vacation, to the extent that the employee would be unable to take the vacation, or return to work, the vacation will be rescheduled.

5.5 Upon leaving the service of the Employer, employees shall receive accrued but unused vacation pay.

5.6 Should a holiday fall during an employee's vacation period, the employee shall be granted one (1) additional day of vacation in lieu of the holiday.

ARTICLE 6 – JURY DUTY

- 6.1** When an employee is called for jury service, the employee shall be compensated for time lost from the job at the employee's regular hourly rate, but in no case more than eight and three-quarters (8 $\frac{3}{4}$) hours per day, or thirty-five (35) hours per week. Employees claiming jury duty pay shall provide evidence of jury service.
- 6.2** When any employee is subpoenaed as a witness for a legal proceeding and who is not a party (i.e. Either as a plaintiff or a defendant) in the matter, they shall be excused from their job each day they are required to report for witness duty, and they shall be paid at their basic wage rate for such absence, not to exceed a total of four (4) work days or thirty-five (35) hours.

ARTICLE 7 – UNPAID LEAVES OF ABSENCE

- 7.1** The Employer shall grant an unpaid leave of absence not to exceed six months in the event of illness or injury of the employee upon presentation of a Doctor's certificate. Employees receiving such leave shall retain and accumulate seniority during the leave. Additional leave of absence may be granted for a period in excess of six (6) months, upon presentation of another doctor's certificate, but additional seniority shall not be accumulated, provided however, that an employee desiring to return to work at the end of a leave of absence must notify the Employer thirty (30) days or more prior to the expiration date of said leave.
- 7.2** Employees shall be allowed an unpaid leave of absence for Union Business for a period of time equal to their years of seniority, but not to exceed three (3) years.
- 7.3** In the event an employee's absence is due to occupational injury or illness, such employee will be entitled to an unpaid leave of absence for a period of up to six (6) months, during which time the employee shall continue to accrue seniority. Such leave shall be based on the employee's eligibility for Worker's Compensation Benefits, and the inability to perform the job duties as determined by a physician mutually agreed upon between the Union and the Employer.
- 7.4** It is agreed between the parties that the Employer will give reasonable consideration to requests for personal unpaid leaves of absence for good cause and for reasonable periods of time, that do not accumulate seniority.

ARTICLE 8 – ILLNESS ABSENCE AND ILLNESS PAY

- 8.1** Employees absent from work on regularly scheduled days because of illness shall suffer no loss in basic pay in accordance with the following tables of incidental and serious illness. Incidental illness is defined as an illness of less than three (3) consecutive days. Serious illness is defined as an illness of three (3) or more days:

<u>Completed Service</u>	<u>Incidental Illness</u>	<u>Serious Illness</u>
0-60 Days	No payment	No payment
Regular status to 6 months	6.5 hours pay	14.5 hours pay
6 months, but less than 1 year	13.25 hours pay	42.75 hours pay
1 year, but less than 2 years	26.25 hours pay	57.75 hours pay
2 years, but less than 3 years	52.5 hours pay	87.5 hours pay
3 years, but less than 4 years	78.75 hours pay	201.25 hours pay
After 4 years	105 hours pay	315 hours pay

Example: It is not intended that an employee having less than one year, but more than six months, shall use the fifty-six (56) hours allotted, and then upon completion of the one year within the calendar year have the benefit of the additional eighty-four (84) hours, but rather that upon completion of one year of service, they shall be allowed, if necessary, the additional twenty-eight (28) hours, the difference between eighty-four (84) and fifty-six (56).

- 8.2** Illness time will be computed from the employee’s anniversary date. The amounts listed above are yearly maximums. No time may be carried over from year to year.
- 8.3** Employees shall furnish satisfactory evidence of illness if such illness is for three (3) or more days. After supplying such evidence, the time the employee has missed will be deducted from their serious illness bank of hours. Upon failure to furnish such evidence of serious illness, the time will be deducted from their incidental illness bank of hours.
- 8.4** When an employee has exhausted either of their bank of hours (incidental or serious), the employee may utilize any other earned time (vacation or EW time).
- 8.5** Employees will be excused because of serious illness in their immediate family (as defined in Article 18.1), and shall receive the same pay treatment that applies to absence due to personal serious illness of the employee involved. Serious illness means an illness which (1) is grave in character, (2) gives rise to alarm, and would reasonably cause extreme anxiety to the employee. This time shall not exceed five (5) scheduled days without the approval of the Employer, and such time will be deducted from the employee’s serious illness bank of hours. Employees requesting such time shall furnish satisfactory evidence of illness if such illness is for three (3) or more days.
- 8.6** At the Employers discretion employees may be allowed to use excused workday time with pay for the purpose of keeping doctor appointments due to extenuating circumstances.
- 8.7** Employees shall be allowed to use their incidental illness bank of hours for illness involving the employee, employee’s spouse, dependent children and/or others living in the same household.

- 8.8** Employees on documented Worker Compensation will be allowed to draw from their serious illness bank of hours. The employee shall reimburse the Employer the amount of lost time wages received from Worker Compensation and their serious illness bank of hours shall be re-adjusted accordingly.
- 8.9** Should a Worker Compensation illness cause a shortage in the serious illness bank when an employee suffers from a non-Worker Compensation serious illness, those hours previously paid for Worker Compensation illness shall be re-adjusted accordingly.
- 8.10** Employees who suffer from extended illness or injuries and who have exhausted all of their incidental illness bank of hours, serious illness bank of hours, vacation time, and earned work time may, with management approval, be offered the use of other bargaining unit employees serious illness bank of hours.

ARTICLE 9 – HEALTH AND WELFARE

- 9.1** The Employer shall make contributions to the OPEIU Locals 30/537 Health Fund or any other health and welfare plan mutually agreed upon by the employees and the Employer. The Employer will pay the cost of coverage up to one thousand four hundred dollars (\$1400.00) per month for its employees covered by the Plan, This rate becomes effective the first day of the month following the 2017 -2020 contract ratification (July 1, 2017). The employer agrees to pay up to 50% of the annual medical trend rate increase not to exceed 6.8%, for the term of the contract. Should the carrier of the insurance be changed, the Employer reserves the right to discuss with the Union the cost of coverage. The employees agree to use the Section 125, Premium Only Plan (POP) and have the option to make personal contribution to the Health Flexible Spending Account (FSA).
- 9.2** The Employer contribution as provided herein shall be made on eligible employees on the effective date, except for employees serving the thirty (30) day probationary period. The contribution for probationary employees shall start on the first of the month following the thirty (30) day probationary period.
- 9.3** The Employer shall continue payments for the first sixty (60) days for any employee on sick leave or personal leave of absence, or who is on a temporary layoff status. After sixty (60) days, the employee shall make provision for the payment of the full amount of the contribution which is to be then paid by the employee.
- 9.4** When an employee is injured on the job, the Employer will continue to make monthly contributions for eighteen months after the injury occurs.
- 9.5** This shall apply to all employees not presently covered by another health and welfare plan which is Employer-paid, and such employees currently covered by another Employer-paid health plan shall have the option of continuing under their

old plan, changing to the Office Employees Health Benefit Fund Plan or any other plan mutually agreed upon by the employees and the Employer.

- 9.6** Regularly scheduled part-time employees who work over twenty-five (25) hours per week shall be covered by the provisions of this Article.

ARTICLE 10 – PENSION

- 10.1** The Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution on behalf of each employee in the amount of one dollar and seventy cents (\$1.70) per hours paid for.

The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving the thirty (30) day probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) day probationary period.

- 10.2** If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of eighteen (18) months following the end of the month in which the injury occurs. If an employee is on sick leave or personal leave of absence in excess of sixty (60) working days, the Employer will not be required to pay into the Fund after the first sixty (60) days until the employee returns to work.
- 10.3** Regular part-time employees who work over twenty-five (25) hours per week, shall be covered by the provisions of this Article.
- 10.4** Effective with the April, 2011 hours paid, the Employer agrees to adopt the Western States Office and Professional Employees Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 10.1.

ARTICLE 11 – CLASSIFICATIONS AND WAGES

- 11.1** Effective May 1, 2017 employees shall be paid the following minimum scale of wages. Effective May 1, 2017 thru April 30, 2018 only, the employees will receive 90% of the total COLA increase equaling 2.12 % + a .88% wage increase equaling a 3% total increase in hourly wages. May 1, 2018 and May 1, 2019 the employees will receive the 90% of the total COLA increase only:

Classification

Per Week May 1, 2017

Full Charge Bookkeeper or Systems Administration

0-6 months	\$763.35
6-12 months	\$815.14
12-18 months	\$868.37
18-24 months	\$920.88
Thereafter	\$968.31

Office Secretary

0-6 months	\$720.21
6-12 months	\$769.32
12-18 months	\$819.18
18-24 months	\$868.67
Thereafter	\$913.58

General Office Clerk

0-6 months	\$614.88
6-12 months	\$630.81
Thereafter	\$675.72

11.2 Any employee performing the work of a higher classification shall be paid at the appropriate rate for that classification for the time period that such work is performed. Such payment shall be in no less than full hour increments. At any time there is a concern over this issue; either OPEIU Local 30 or CWA Local 7777 can open this Article for negotiations.

ARTICLE 12 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES AND EXTRA WORKERS

12.1 Employees may be permanently employed on a regularly scheduled work week of less than thirty-five (35) hours. Such schedule shall provide for no less than four (4) hours on each of the days scheduled. Monday through Friday, but may provide for as few as one day scheduled per week, or for as many as the regular four (4) days of employment. These employees shall be paid at the straight-time hourly rate for all hours worked within eight and three quarters (8 ¾) in the regular work day, provided that the overtime provisions of this Article 3 shall be applicable for any other work performed by these employees. All other provisions of this Agreement shall apply to these employees pro-rated on the basis of the hours of employment including advancement on the salary steps as provided in the classifications and salary section of Article 11.

12.2 Temporary workers shall be paid at an hourly rate of pay equivalent to the classification of the work performed as indicated in the tabulation of pay in Article 11, “Classification and Wages”.

- 12.3** Temporary workers shall not be hired for more than ninety (90) calendar days, except when hired due to an authorized leave of absence. Upon completion of thirty (30) days employment, a temporary worker hired due to an authorized leave of absence will be covered under all terms and conditions of the Agreement except Article 10, "Pension", and the severance benefit provisions of Article 15. Such employee will become a permanent employee if retained for one (1) year, or for ten (10) working days following the return to service of the regular employee, whichever comes first, and will then be entitled to pension benefits retroactive to the thirty-first (31st) day of employment, and the original date of hire as a seniority date for the purpose of computing severance pay and other benefits based on seniority date. The Employer shall notify the Union of all temporary workers at their time of hire. Temporary workers shall be subject to the provisions of Article 2, "Union Security" after thirty-one (31) calendar days.
- 12.4** The Employer may not hire temporary workers for a second ninety (90) day period for the explicit purpose of avoiding the payment of all other economic benefits.
- 12.5** If an employee works in excess of the ninety (90) day period, and exceeds the twenty-five (25) hour limits set forth in Article 9 and 10, the Employer will begin paying the Health and Welfare and the Pension, and subsequently, the employee will tender an initiation fee to the Union and begin paying the appropriate monthly dues. Such employees would then be classified as permanent employees.

ARTICLE 13 – COST OF LIVING

- 13.1** On May 1st of each year, salaries will be increased by an amount equal to ninety percent (90%) of the increase in Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) U.S. City Average for the twelve month period from April through March, March statistics published in April.

Example: If the CPI-W, U.S. City Average has increased five percent (5%) during the previous twelve months, salaries will be increased by four and one-half percent (4 ½%) which is ninety percent (90%) of the five percent (5%) increase in the CPI-W.

- 13.2** All cost-of-living wages shall be incorporated in the basic rate of pay.

ARTICLE 14 – NO REDUCTION

- 14.1** After ratification, no clause in this Agreement shall have the effect of lowering the wage rates of any employee covered by this Agreement, and further, no working conditions shall be lowered as a result of the signing of this Agreement.

ARTICLE 15 – SENIORITY

- 15.1** The Employer shall be the sole judge of the competency of employees for the first sixty (60) days, and after which, if retained in service, they shall be placed on the

seniority list as of their starting date. Senior employees shall be given preference for advancements to the higher paid classifications of work, if qualifications apply. In the event of the reduction in force or subsequent recall after such reduction, seniority shall apply.

15.2 Seniority shall terminate for any of the following reasons:

- a. voluntary resignation
- b. discharge for just cause
- c. layoff for lack of work for a period in excess of two years

15.3 Whenever a new position is created or a vacated position becomes available within the bargaining unit, the Employer will post a notice of the new position for forty-eight (48) hours. Present employees shall have the option of submitting written bids for the position, and the senior qualified bidder will be awarded the position. When any employee is promoted to a higher classification or is filling a new or vacant position, such employee shall be on probation for thirty (30) calendar days. In the event the Employer determines said employee is not satisfactorily performing the job, the employee shall be returned to their previous job assignments, or comparable job assignments, with regard to position and status between the 31st and not later than the 45th day after filling the new or vacant position.

ARTICLE 16 – TERMINATION AND LAYOFF

16.1 The Employer agrees not to dismiss an employee without two (2) weeks notice. The employee shall give two (2) weeks notice to the Employer in case of intended resignation.

16.2 Regular employees who are placed on layoff will receive as follows:

<u>Time of Employment</u>	<u>Amount of Pay</u>
Less than 6 months	No payment
6 months but less than 1 year	1 week pay
1 year, but less than 2 years	2 weeks pay
2 years, but less than 3 years	3 weeks pay
3 years, but less than 4 years	4 weeks pay
4 years, but less than 5 years	5 weeks pay
5 years, but less than 6 years	6 weeks pay
6 years, but less than 7 years	7 weeks pay
7 years, but less than 8 years	8 weeks pay
8 years, but less than 9 years	10 weeks pay
9 years, but less than 10 years	12 weeks pay
10 years, but less than 11 years	14 weeks pay
11 years, but less than 12 years	16 weeks pay
12 years, but less than 13 years	18 weeks pay
13 years, but less than 14 years	20 weeks pay

14 years, but less than 15 years	22 weeks pay
15 years, but less than 16 years	26 weeks pay

For the term of this Agreement, the layoff amount shall be capped at the above limit.

16 years, but less than 17 years	30 weeks pay
17 years, but less than 18 years	34 weeks pay
18 years, but less than 19 years	38 weeks pay
19 years, but less than 20 years	42 weeks pay
20 years or more years of service	42 weeks pay + 5 additional weeks pay for each full or fractional year.

ARTICLE 17 – TECHNOLOGICAL CHANGES

- 17.1** In the event the Employer should decide to make any technological or labor-saving changes of any kind, including but not limited to the introduction of data processing equipment, computers or automated equipment of any sort, the Employer agrees to meet with the Union to discuss the effects of any such changes prior to the installation of such equipment. It is agreed and understood that the Employer shall assign employees to any craft job that has been created, changed or consolidated by virtue of such changes or the installation of such equipment on the basis of seniority and the ability to satisfactorily perform the work.
- 17.2** It is mutually agreed that present employees shall be given first consideration for any new or changed craft position before any persons outside the bargaining unit are hired to fill the resultant jobs, provided such employees have the ability to perform the work.
- 17.3** In the event training is necessary for employees to qualify for such jobs, the Employer and the Union will meet and negotiate over the Employer’s obligation to provide such training.

ARTICLE 18 – FUNERAL LEAVE

- 18.1** An employee shall be excused from work without loss of pay for a maximum of four (4) working days in the event of the death of a member of his/her immediate family. Immediate family is defined as wife, husband, daughter, son, including legally adopted or foster children, mother, father, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother and grandfather of the employee’s spouse, and any other person living in the same household as the employee. An employee shall be excused from work without loss of pay for one (1) day in the event of the death of ex-spouse, and the parents of ex-spouse.

18.2 Additional unpaid time may be granted upon mutual agreement. All parties agree that employees may use any entitlement time they have if they so desire.

ARTICLE 19 – GRIEVANCE AND ARBITRATION

19.1 All grievance shall be handled in the following manner:

- (A) **STEP ONE:** (oral) A grievance may be filed no later than ten (10) working days after the grievance first becomes known, or should have become known. The grievance must be presented by the Union of the aggrieved employee to the proper supervisor involved, and the parties shall meet within five (5) working days in an effort to resolve said grievance. If the grievance is not resolved with the supervisor, the grievance shall be reduced to writing, citing the Article and section of this Agreement which has been allegedly violated.
- (B) **STEP TWO:** (written) If the grievance is not settled in Step 1, the written grievance may, no later than five (5) working days after the Step 1 meeting, be referred by the Union to the Employer, and the parties shall meet within five (5) working days of receipt of the grievance, in an effort to resolve the grievance.

If the grievance is rejected at this step of the Grievance and Arbitration Procedure, the Employer will state the reasons for such rejections in writing to the Union, within five (5) working days of the Step 2 meeting.

- (C) **STEP THREE:** (hearing) If the grievance is not settled at Step 2, the Union may request a Grievance Board of Adjustment review within five (5) working days immediately following receipt of the Employer's written response by delivering a written notice to the Employer. Within five (5) working days of such notice, the parties shall agree upon a hearing date.

The Grievance Board shall consist of a total of four (4) duly appointed representatives of the following: Two (2) representing the Local Union and two (2) representing the Employer.

The grievance may be settled by three (3) votes favoring the determining outcome. The Grievance Board shall provide the parties a written determination within twenty-four (24) hours of the close of the hearing. The decision of this Board will be final and binding on both parties.

Step Three may be waived by mutual agreement between the parties.

- (D) **STEP FOUR:** (arbitration) If the grievance is not settled at the Grievance Board of Adjustment, or if Step Three is waived, the Union may request arbitration within fifteen (15) working days immediately following the

decision of the Grievance Board, or the agreement to waive Step Three, by delivering a written notice to the Employer of its intent to arbitrate the dispute.

Within five (5) working days after receipt of notice of intent to arbitrate, the Union will request the Federal Mediation and Conciliation Service to furnish a list of five (5) arbitrators, from which the arbitrator shall be selected. Such selection shall be accomplished within five (5) working days from receipt of said list, by the parties alternately striking one (1) name from the list in turn, until only one (1) name remains. The one striking first will be decided with the flip of a coin.

The cost of the arbitrator, and the cost of necessary expenses required to pay for facilities for hearing of the cases shall be borne equally by the Employer and the Union.

The decision of the arbitrator shall be submitted in writing, and shall be final and binding on all parties.

19.2 The parties to any stage of the Grievance Procedure, the Grievance Board of Adjustment, or the arbitrator cannot have the authority to modify or amend, alter, add to or subtract from, any provision of this Agreement.

19.3 If the time limits are not adhered to by the Union, the grievance shall be considered abandoned. If the Employer fails to answer the grievance, the grievance shall be considered to have been appealed by the Union to the next step of the procedure. Time limits may be extended by mutual agreement.

ARTICLE 20 – RIGHTS OF MANAGEMENT

20.1 The Employer retains the right to manage the office and direct the working forces, including the right to hire, promote, transfer, suspend, discipline or discharge for just cause in accordance with the provisions of this Agreement, subject to appeal under the grievance and arbitration procedure herein established.

20.2 No work shall be considered the exclusive work of the bargaining unit. The Employer maintains the right to act in the best interest of the members of CWA and to participate fully in the operation of CWA Local #7777. (See attached letter)

20.3 There will be no reduction of current regular employees represented by OPEIU Local #5 due to any implementation of this or any other article contained in this Agreement.

ARTICLE 21 – CAREER DEVELOPMENT

21.1 The Employer will offer voluntary training programs for career development that are job related at Employer expense. This training shall be generic in nature and separate from job specific training. Time spent by employees in such training will be outside scheduled working hours and not paid or considered as time worked for any purpose.

ARTICLE 22 – CHECK OFF

22.1 The Employer agrees to deduct Union initiation fees, and dues from the wages of each employee. The Employer agrees to forward such monies to the office of the Union monthly.

22.2 The Employer agrees to remit such dues, initiation fees thus collected to the Union each month at a time that would insure receipt of said monies at the Union Office no later than the tenth (10th) day of the following month from which the monies are deducted, and will make supplemental remittances thereafter of amounts deducted from the salaries of employees then on vacation, or on leave of absence in which the Employer is continuing to provide a salary to the employee. The Employer will deduct unpaid Union dues and initiation fees as known by the Employer to be owed by the employee, from the final paycheck of any eligible employee.

22.3 Any change in rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer received written notice of the change from the Union.

22.4 The Union agrees to file deduction assignments with the Employer for each employee prior to such deductions.

22.5 The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU's "J.B. Moss Voice of the Electorate" (VOTE) fund. Such deductions shall be made on the same date that employees receive their regular paychecks.

22.6 Voluntary contributions deducted from employees' paychecks shall be made payable to the J.B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the Chief Financial Officer of the Office and Professional Employees International Union, Local 30, AFL-CIO, 705 West Arrow Highway, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.

22.7 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability, including but not limited to, any

expenses associated with any arbitration that shall arise out of, or by reason of compliance of the Employer with this Article.

ARTICLE 23 – NO DISCRIMINATION OR HARASSMENT

23.1 The workplace shall be free from Discrimination and Harassment including unwelcome conduct that has the purpose or effect of creating an intimidating or hostile work environment. Discrimination and Harassment can take many forms, including:

- Unwelcome conduct – whether verbal, physical or visual, and whether committed in person or in some other way (e.g., via e-mail or social media) – that is based on a person’s protected status.
- Racial, ethnic, religious, age related or gender/orientation jokes.
- Bullying, abusive language, physical aggression, intimidating or violent behavior or disparaging comments.
- Sexual advances, requests for sexual favors or other physical or verbal conduct of a sexual nature.

Regardless of the form they take, discrimination and harassment negatively affect individual work performance and our workplace as a whole, and they will not be tolerated.

ARTICLE 24 – QUALITY OF WORK LIFE

24.1 The Employer recognizes the right of the Union to discuss matters relating to safety, and quality of work life.

ARTICLE 25 – UNION LABEL

25.1 The OPEIU Logo is the exclusive property of Office and Professional Employees International Union, Local 30 and may be used only by members of OPEIU on documents which are produced and/or processed by members of OPEIU Local 30.

ARTICLE 26 – DISCIPLINE PROCEDURE

26.1 In the administration of this Article, a basic principle shall be that discipline should be corrective in nature rather than punitive. No employee may be disciplined or discharged except for just cause such as, but not limited to insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, or failure to observe safety rules and regulations. Any such discipline or discharge shall be subject to the grievance and arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

ARTICLE 27 – EMPLOYEE DIGNITY

27.1 The Employer agrees that it is important and in the best interest of both parties to refrain whenever possible from any actions that would harm the personal dignity of an employee or that would tend to lower an employee in the esteem of other employees. The Employer will use its best efforts to hold in private any discussion of discipline of an employee or of deficiencies in any employee's performance. If a discussion with an employee is considered to be a disciplinary discussion, it will be so stated and a Union representative will be present unless the employee specifically requests that a Union representative not be present.

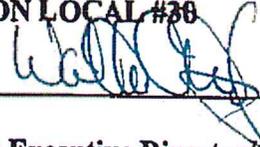
ARTICLE 28 – TERM OF AGREEMENT

28.1 This Agreement shall be in full force and effect from the first day of May, 2017 to and including the thirtieth day of April, 2020.

- A) Both parties agree that contact will be made between February 15 and February 22 of each year thereafter to inform the other party of either their interest in opening the contract for negotiations or their intent to extend the contract for another year.
- B) Should either party choose to change or amend this Agreement, they shall notify the other party in writing, specifying the changes desired, no later than March 2 of any year following the expiration of this Agreement. Changes in this Agreement shall be limited to those outlined in writing, and all items of the Agreement not specifically set forth in the written notice shall be regarded as automatically renewed.
- C) Either party may serve a written notice on the other party not less than sixty (60) days nor more than seventy-five (75) days prior to May 1, 2016 to amend the cost of health and welfare as well as the wages rates provided for in this Agreement. Upon receipt of such notice, the other party will immediately meet and negotiate in good faith concerning the modification proposed.

28.2 Negotiations shall begin within fifteen (15) day after receipt of such notice unless such time is extended by mutual agreement.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL #38**

By: 

Title: **Executive Director/CFO**

Date: _____

**COMMUNICATIONS WORKERS
OF AMERICA, LOCAL #7777**

By: 

Title: President

Date: 5/1/17

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