

AGREEMENT

Between

**COMMUNICATIONS WORKERS OF AMERICA,
LOCAL 9423**

And

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29,
AFL-CIO**

October 1, 2019 - September 30, 2022



TABLE OF CONTENTS

ARTICLE 1. RECOGNITION.....	1
ARTICLE 2. UNION SECURITY	1
ARTICLE 3. REPORTING PAY & MINIMUM	2
ARTICLE 4. WORKING HOURS & OVERTIME.....	2
ARTICLE 5. VACATIONS/PERSONAL TIME OFF.....	3
ARTICLE 6. SICK LEAVE.....	4
ARTICLE 7. HEALTH & WELFARE PLAN.....	5
ARTICLE 8. HOLIDAYS.....	5
ARTICLE 9. RESPONSIBILITY OF EMPLOYERS	6
ARTICLE 10. CLASSIFICATIONS & MINIMUM WAGE SCALES.....	6
ARTICLE 11. PENSION PLAN.....	7
ARTICLE 12. DISCIPLINE AND DISCHARGE/TERMINATION PAY	8
ARTICLE 13. LEAVES OF ABSENCE.....	9
ARTICLE 14. LEAVE FOR DEATH IN THE FAMILY.....	9
ARTICLE 15. JURY DUTY	9
ARTICLE 16. SENIORITY.....	10
ARTICLE 17. TECHNOLOGICAL CHANGES	10
ARTICLE 18. WORKING CONDITIONS.....	10
ARTICLE 19. ADMITTANCE OF UNION REPRESENTATIVES TO OFFICE OF EMPLOYER	11
ARTICLE 20. VALIDITY OF AGREEMENT.....	11
ARTICLE 21. MORE FAVORABLE TERMS	12
ARTICLE 22. UNION LABEL	12
ARTICLE 23. GRIEVANCE PROCEDURE	12
ARTICLE 24. NON-DISCRIMINATION CLAUSE	12
ARTICLE 25. MILEAGE.....	12
ARTICLE 26. PART TIME EMPLOYEE BENEFITS.....	13
ARTICLE 27. DURATION OF AGREEMENT AND PROVISION FOR AMENDMENT	14
SIDE LETTER OF AGREEMENT	15
CHECK-OFF FOR THE J.B. MOSS VOICE OF THE ELECTORATE (VOTE).....	16

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2019, by and between **COMMUNICATIONS WORKERS OF AMERICA, LOCAL 9423**, party of the first part, hereinafter called the Employer, and **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29**, affiliated with the Office & Professional Employees International Union, AFL-CIO, party of the second part, hereinafter called the Union.

WITNESSETH

In consideration of the premises and of the respective promises, agreements and covenants of the parties hereto, that the said parties do hereby mutually agree as follows, to wit:

ARTICLE 1. RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for all office employees except all regularly elected officers and appointed officers of the Employer.

ARTICLE 2. UNION SECURITY

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union.

When a position is to be filled, the Employer shall notify the Union of the existence of such a position first and provide the Union first opportunity to fill the position. The Employer shall give the Union one (1) clear working day in which to refer applicants to the Employer so they can schedule interview appointments with the Employer. The Employer may hire applicants recruited from any other source but, if the Union is not given one (1) clear working day, the successful applicant shall be paid Fifty Dollars (\$50.00) by the Employer or whatever amount is currently the equivalent of Union's initiation fee. Union agrees to keep an up-to-date list of unemployed people who have registered with said Dispatcher.

The parties will cooperate so that in the event the Employer is to retain the employee after thirty (30) days of employment, such employee shall have complied with his/her obligations hereunder to retain employment.

ARTICLE 2. UNION SECURITY - continued

The Employer agrees that upon receipt of an individual written request on a form provided by the Union and signed by an employee covered under this Collective Bargaining Agreement, they will deduct monthly, from such employee's wages, the amount of Union dues specified and forward the full amount deducted to the Union.

The Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as they deem appropriate in correcting any such errors or omissions.

ARTICLE 3. REPORTING PAY & MINIMUM

All temporary employees shall be advised of their employment status and all pertinent information related thereto at the time of hiring.

"Temporary" employees are those engaged for a specific project or a limited period with the definite understanding that their employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three (3) consecutive weeks but not for more than six (6) months.

All provisions of this contract shall apply to temporary employees except Article 7, 11, 12, 13 and 16.

Part-time employee shall mean an employee who is employed for a maximum of 25 hours per week. All provisions of the contract shall apply except as stated in Article 26 Part-time employee Benefits.

Any office employee hired who reports for work and is not put to work shall receive four (4) hours' show-up time.

Any employee who is called back to work after 5:00 p.m. shall be paid for a minimum of two (2) hours' pay at the overtime rate.

ARTICLE 4. WORKING HOURS & OVERTIME

- (a) The regular workday shall consist of seven (7) hours within eight (8) consecutive hours, work to be performed between the hours of 8:00 a.m. and 5:00 p.m., unless otherwise scheduled by the Employer and agreeable with the employee and the Union. The regular workweek shall be Monday through Friday, inclusive, provided, however, that if their Employer's workweek is established as four and one-half (4½) days, the hours of work shall be eight (8) hours per day, Monday through Thursday, and four (4) hours on Friday - one (1) hour of Friday work to be paid as regular overtime.

Part-time employees: the regular workday shall consist of five (5) hours within five and one-half (5½) consecutive hours, work to be performed between the hours of 9:00 a.m. and 2:00 p.m.

ARTICLE 2. UNION SECURITY - continued

The Employer agrees that upon receipt of an individual written request on a form provided by the Union and signed by an employee covered under this Collective Bargaining Agreement, they will deduct monthly, from such employee's wages, the amount of Union dues specified and forward the full amount deducted to the Union.

The Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as they deem appropriate in correcting any such errors or omissions.

ARTICLE 3. REPORTING PAY & MINIMUM

All temporary employees shall be advised of their employment status and all pertinent information related thereto at the time of hiring.

"Temporary" employees are those engaged for a specific project or a limited period with the definite understanding that their employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three (3) consecutive weeks but not for more than six (6) months.

All provisions of this contract shall apply to temporary employees except Article 7, 11, 12, 13 and 16.

Part-time employee shall mean an employee who is employed for a maximum of 25 hours per week. All provisions of the contract shall apply except as stated in Article 26 Part-time employee Benefits.

Any office employee hired who reports for work and is not put to work shall receive four (4) hours' show-up time.

Any employee who is called back to work after 5:00 p.m. shall be paid for a minimum of two (2) hours' pay at the overtime rate.

ARTICLE 4. WORKING HOURS & OVERTIME

- (a) The regular workday shall consist of seven (7) hours within eight (8) consecutive hours, work to be performed between the hours of 8:00 a.m. and 5:00 p.m., unless otherwise scheduled by the Employer and agreeable with the employee and the Union. The regular workweek shall be Monday through Friday, inclusive, provided, however, that if their Employer's workweek is established as four and one-half (4½) days, the hours of work shall be eight (8) hours per day, Monday through Thursday, and four (4) hours on Friday - one (1) hour of Friday work to be paid as regular overtime.

Part-time employees: the regular workday shall consist of five (5) hours within five and one-half (5½) consecutive hours, work to be performed between the hours of 9:00 a.m. and 2:00 p.m.

ARTICLE 5. VACATIONS/PERSONAL TIME OFF - continued

- (f) Employees terminating for any reason after six (6) months' employment, shall be paid pro rata vacation pay.
- (g) Employees may take more than three (3) consecutive week's vacation at one (1) time, only with permission of the Employer.
- (h) Employees shall have the right to a seniority sign-up for their vacation. Such sign-up shall take place, depending upon the number of employees in the office, at a reasonable time which will allow employees to take early vacations, if desired, or make plans for a normal summer vacation.
- (i) On anniversary date each year, employee may request and may receive one (1) week's pay in lieu of vacation time accrued but not taken.
- (j) Employees shall be granted ten (10) personal days off, eight (8) paid and two (2) unpaid each year. Personal days may be taken in hourly increments under conditions agreed upon between the employee and Employer.
- (k) Employees may split their vacation in increments of not less than one half ($\frac{1}{2}$) day and may carry over two (2) weeks of unused vacation and personal time off that is paid to subsequent year.
- (l) Upon retirement, resignation or termination employees shall receive payment for personal time for all time accrued, and not used.
- (m) All vacation/PTO requests must be requested with forty-eight (48) hour notice, except in cases of emergencies.

ARTICLE 6. SICK LEAVE

- (a) After an employee has served three (3) months they will be entitled to accrue six (6) sick days per calendar year. Accruals will be suspended with a disability or leave of absence beyond thirty (30) calendar days.
- (b) Unused sick leave shall be cumulative, annual accrued but unused sick leave shall be used for the purpose of disability pay only.
- (c) Sick leave shall be integrated with the employee's State Disability Insurance/Workers Compensation Insurance. The Employer will pay an amount which added to the State Disability/ Workers Compensation Insurance Benefit, will equal the employee's regular wage. Only that amount of sick leave paid by the Employer shall be charged against the employee's sick leave credit.
- (d) When an employee has been absent from work for more than two (2) working days as a result of illness or injury, reasonable proof of such illness or injury must be submitted by the employee if requested by the Employer, before sick leave benefits will be paid.

ARTICLE 6. SICK LEAVE - continued

- (e) Sick leave may be used for compassion reasons for employee's Family. Employee can use up to half of his/her yearly accrued sick-leave.

ARTICLE 7. HEALTH & WELFARE PLAN

The Employer agrees to pay the premium on each employee and dependents for the Office & Professional Employees Welfare Fund, Plan II, which includes:

Blue Shield of California HMO or Kaiser plan, Dental plan without orthodontia, Prescription Drug, Vision Care, Twenty Thousand Dollars (\$20,000) Life Insurance and accidental death and disability. It is agreed that to be eligible for coverage, an employee must have been paid for not less than seventy (70) hours in the previous calendar month.

If an employee is laid off with less than seventy (70) hours worked, the Health and Welfare premium shall be paid for the month in which the layoff occurred.

Any employee covered by a health and welfare plan, paid by the Employer, that is more beneficial than the plan established by the Office and Professional Employees Union, Local 29, may choose to retain such plan.

When a newly organized Trade Union office signs with Office & Professional Employees Union, Local 29, the employees will be required to join the Office & Professional Employees Union, Local 29 Welfare and Pension Plans.

ARTICLE 8. HOLIDAYS

- (a) The holidays observed under this Contract shall be those of the employing craft or office with the addition of one (1) float day. Further, employees shall be granted one-half (1/2) day off with pay on the last working day prior to Christmas Day and New Year's Day.

Employees will also receive four (4) hours off, with pay, on Good Friday (or another four (4) hours off during the calendar year for religious purposes, in which case the employee must notify the Employer of time off desired one (1) month in advance.)

- (b) Any time worked on a designated holiday shall be paid for double (2) the regular rate of pay in addition to straight time allowed.
- (c) In the event any of the designated holidays occur during the period of an employee's vacation, an additional day's vacation shall be allowed for each holiday so occurring.
- (d) Whenever a designated holiday falls upon a Sunday, it shall be observed on the following Monday.
- (e) Whenever a holiday falls on a Saturday, each classification shall be given a day's pay in lieu thereof.

ARTICLE 9. RESPONSIBILITY OF EMPLOYERS

The Employer, upon hiring each employee, shall make known to him/her, the duties s/he is expected to perform and from whom s/he is to receive his/her instructions as to the policies and procedure of the establishment.

ARTICLE 10. CLASSIFICATIONS & MINIMUM WAGE SCALES

Effective October 1, 2019, two and one half (2½%) percent wage increase.
 Effective October 1, 2020, two (2%) percent wage increase.
 Effective October 1, 2021, one and one half (1½%) percent wage increase.

Classification	Per Hour	Per Week
STAFF CLERK	Eff. 10/01/19	Eff. 10/01/19
Date of Hire	\$14.18	\$496.30
Six (6) Months From Date of Hire	14.58	510.30
One (1) Year From Date of Hire	15.03	526.05
STAFF CLERK	Eff. 10/01/20	Eff. 10/01/20
Date of Hire	\$14.46	\$506.10
Six (6) Months From Date of Hire	14.87	520.45
One (1) Year From Date of Hire	15.33	536.55
STAFF CLERK	Eff. 10/01/21	Eff. 10/01/21
Date of Hire	\$14.68	\$513.80
Six (6) Months From Date of Hire	15.09	528.15
One (1) Year From Date of Hire	15.56	544.60

Types correspondence, statistical reports, documentation reports, memos, grievances, etc., from rough draft of copy materials, at the rate of forty-five (45) wpm. Performs a variety of clerical duties such as filing, ordering supplies, operating office equipment, changes ribbons and paper, adds toner, etc., answers and processes phone calls or other clerical duties required by the Local President. May be required to operate the computer and a console typewriter.

Classification	Per Hour	Per Week
SENIOR STAFF CLERK		
Effective 10/1/2019	\$28.82	\$1,008.70
Effective 10/1/2020	29.40	1,029.00
Effective 10/1/2021	29.84	1,044.40

Performs duties as outlined above for staff clerk. In addition, may be required to do one (1) or more of the following: Primary receptionist receives visitors and answers incoming calls, takes messages. Gives information to members regarding member benefits, handles inquiries on legal services. Assembles member benefit packages. Types correspondence for Local President. Processes incoming grievances and grievances going to arbitration. Includes: assigning grievance numbers, typing correspondence pertaining to grievances, informs grievant of grievance status, and sets up the grievance folder.

ARTICLE 10. CLASSIFICATIONS & MINIMUM WAGE SCALES - continued

Classification	Per Hour	Per Week
ASSISTANT OFFICE COORDINATOR		
Effective 10/1/2019	\$35.89	\$1,256.15
Effective 10/1/2020	36.61	1,281.35
Effective 10/1/2021	37.16	1,300.60

In addition, does one (1) or more of the following duties: Performs general office work in relieving an executive of clerical duties, writes correspondence on own initiative, handles matters of a confidential nature, and performs related duties as required.

Classification	Per Hour	Per Week
ADMINISTRATIVE ASSISTANT		
Effective 10/1/2019	\$37.72	\$1,320.20
Effective 10/1/2020	38.47	1,346.45
Effective 10/1/2021	39.05	1,366.75

Performs duties as outlined above. In addition, is one who has been designated the authority to manage the office. The Administrative Assistant shall receive five percent (5%) above the Assistant Office Coordinator classification.

The above increases will be added to the hourly wage rates unless the Union notifies the Employer to allocate a portion of the increases to the Health and Welfare and/or Pension Funds.

Nothing shall prevent the Employer from paying higher than the minimum herein set forth.

It is understood and agreed that no employee shall suffer any reduction in wages and conditions as a result of the signing of this Agreement.

All regular part-time employees shall receive all of the benefits of the Agreement on a pro rata basis. An employee who is required to provide training services to other employees or staff of CWA 9423 shall be paid a six percent (6%) differential above their regular rate of pay for all time spent on such training, providing said training has been authorized in advance by management.

Training pay will be made in hourly increments.

Within sixty (60) days upon ratification a full job function review will be conducted.

ARTICLE 11. PENSION PLAN

The Employer will contribute into a Trust Fund, known as Western States Office & Professional Employees Pension Fund, for the account of each eligible full-time employee working under this agreement, for all straight time hours including vacation, sick, and holidays, the continued sum of Five hundred Forty Nine Dollars and Three cents (\$549.03).

Effective October 1, 2007, Three Dollars and Sixty-Two cents (\$3.62) per hour up to a maximum of Five Hundred Forty Nine Dollars and Three cents (\$549.03).

ARTICLE 11. PENSION PLAN – continued

Upon expiration of the Supplemental Employee Contribution Schedule, the Employer contribution will revert to the previous contribution of Three Dollars and Sixty-Two cents (\$3.62) per hour up to a maximum of Five Hundred Forty Nine Dollars and Three cents (\$549.03) per month.

For part-time employees contribution, see Article 26.

ARTICLE 12. DISCIPLINE AND DISCHARGE/TERMINATION PAY

- (a) Any employee of over three (3) months' continuous service, but less than six (6) months' service who may be discharged or laid off, shall be given one (1) week's notice in writing or one (1) week's pay in lieu thereof. Any employee of over six (6) months' continuous service who may be discharged or laid off shall be given two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof.

This clause shall not apply when the discharge is because of dishonesty or misconduct. It shall be a reciprocal obligation and a matter of good faith on the part of the employee to give one (1) week's notice in writing after three (3) months' service or two (2) weeks' notice in writing after six (6) months' service in the case of an intended resignation.

- (b) In the event an employee terminates for any reason after six (6) months' employment, s/he shall be entitled to prorated vacation pay from the Employer in addition to said two (2) weeks' notice.
- (c) In cases of discharge or layoff of employees of six (6) months' continuous service, good or sufficient reason shall be given the Union two (2) weeks prior to the date of termination of employment, unless the Employer elects to provide pay in lieu of notice, in which case the Union shall be notified within seventy-two (72) hours of notice to employee.
- (d) The Employer shall have the right to discharge any employee for good and sufficient reasons, but no employee shall be discharged or discriminated against by reason of Union membership or Union activities.

The Employer agrees to the concept of progressive discipline. Before an employee is discharged for in competency or failure to perform work as required, s/he shall have received at least a verbal counseling, a verbal warning, a written warning and a suspension. No employee shall progress to the next step of discipline unless s/he has been given a reasonable period of time to correct such complaint or complaints. Upon correction, a letter so stating shall be placed in the employee's personnel file with a copy to the employee. This shall not restrict the Employer's right to proceed to the next step or to take immediate discharge or suspension action in the case of serious or gross misconduct. Letters of complaint shall be invalid after a period of six (6) months and removed from the employee's personnel file.

A copy of any warning letter or notice of suspension shall be given to the Union. The Employer shall notify the Union, in writing, within seventy-two (72) hours after the discharge of an employee, of the reasons for the discharge.

ARTICLE 13. LEAVES OF ABSENCE

Employees may be granted leaves of absence without pay for reasonable periods of time, which leaves of absence, shall not affect the employee's rights under this Agreement. Conditions of leaves of absence shall be reduced to writing.

Applications for leaves of absence for Union business, maternity, illness, or injury may be granted without pay.

Employees employed less than one (1) year may be granted leaves of absence for reasons stated up to thirty (30) working days, at the option of the Employer.

Employees who have been employed one (1) year or more may be granted leaves of absence for reasons stated up to a maximum of six (6) months. Employees on a leave of absence for reasons stated shall give the Employer a minimum of one (1) week's notice of intention to return to work. Conditions of leaves of absence shall be reduced to writing and substantiated (where applicable) by proof of illness or injury; said leave of absence shall not affect the employee's rights under this Agreement. However, during the period of any such leave, an employee shall not accrue either sick leave or vacation during the unpaid period.

ARTICLE 14. LEAVE FOR DEATH IN THE FAMILY

An employee may be permitted to be absent without deduction in pay for a period that is reasonable and warranted on account of death in the employee's immediate family. In deciding the payment to be allowed in such case, consideration will be given to the relationship between the employee and the deceased and also, the amount of time required in going to and returning from the funeral service.

There will be a minimum of three and one half (3½) days with pay granted.

Note: "Immediate family" shall be understood to mean the employee's parents, children, brothers, sisters, husband or wife, grandchildren, mothers-in-law, fathers-in-law, domestic partner, as well as other relatives living generally in the same household with the employee.

An employee, upon request, may use vacation to attend a funeral for persons other than the immediate family, with management approval.

ARTICLE 15. JURY DUTY

- (a) Up to five (5) days' pay shall be made for time spent on jury duty; however, such absence shall be considered as time paid for but not worked.
- (b) When such jury duty ends within a reasonable time period to the completion of scheduled working hours, an employee who would be working except for jury duty shall return to work.

ARTICLE 16. SENIORITY

In promotions where merit, ability, and qualifications are approximately equal, the most senior employee shall be awarded the promotion. Within ninety (90) days, should the promoted employee be unable to perform the duties of the higher qualification, the employee shall have the right to be demoted to his/her former or equivalent position without loss of seniority and the right to such employment shall not be jeopardized by reason of such demotion.

In laying off employees, the last person hired shall be the first person laid off, provided those employees remaining have the ability required to perform the remaining work. In re-employing laid off employees, the last person laid off shall be the first person rehired, provided s/he has the ability necessary to do the available work.

Seniority shall not apply to any employee who has not been employed at least four (4) months continuously during the past twelve (12) months period. Voluntary quitting without leave of absence or discharge for cause terminates seniority. Layoffs due to lack of work do not break seniority unless such layoffs exceed nine (9) months.

ARTICLE 17. TECHNOLOGICAL CHANGES

When the Employer introduces or uses any data processing equipment, computer equipment or similar automated office devices, the Employer will make every effort to utilize and arrange for training individuals who may be qualified to assume the duties required for the operation of the above equipment. If the Employer does utilize present employees within the office on such equipment, those employees shall suffer no reduction in wages as a result.

ARTICLE 18. WORKING CONDITIONS

- (a) The Employer agrees to maintain safe working conditions and environment for the workers.
- (b) Video Display Terminals (VDT)
1. Effective 10/1/92, provided the worker is operating a VDT at least fifty percent (50%) of his/her work time, the Employer shall reimburse the worker for the difference in cost between the actual cost of an eye examination and the Vision Care Plan coverage upon presentation of the bill by the worker.

Additionally, the Employer shall reimburse employees for a separate pair of single intermediate focal length glasses, if necessary for his/her terminal.
 - Eyeglass examination/lenses every twelve (12) months.
 - Eyeglass frames every twenty-four (24) months, but not to exceed One Hundred Fifty Dollars (\$150.00).
 2. Acoustic Screening and/or covers shall be used on all printers to reduce noise emissions.
 3. No worker shall be required to operate a VDT fifteen (15) minutes before the end of the shift.

ARTICLE 18. WORKING CONDITIONS - continued

4. Every worker using a VDT shall be required to take a fifteen (15) minute respite from their screen work for every two (2) hours of continuous work on the VDT. This respite shall be to perform other work within the job spec or shall be the normal lunch or break period.
5. Pregnant workers may request alternate work and if it is available with agreement from Management, it shall be offered for the duration of the pregnancy. Local 9423 shall not be required to create work nor curtail member services in order to agree to such a temporary change.
6. Each VDT shall be maintained by qualified personnel and checked for flicker, clarity of image, size of image, contrast, brightness and adjustability. Each VDT unit shall be inspected every six (6) months effective January 1, 1987.
7. The maximum possible flexibility shall be designed into the work situation so that it can be adapted to the individual operator.
 - a. Chair shall provide proper back support and be adjustable without tools by the operator.
 - b. Keyboards and screens shall be adjustable to allow maximum comfort.
 - c. Screens' brightness and contrast shall be adjustable.
 - d. Glare screens shall be provided on all VDT's.
8. Employer shall reimburse employees for prescription glasses if needed for terminal use.

ARTICLE 19. ADMITTANCE OF UNION REPRESENTATIVES TO OFFICE OF EMPLOYER

The Union Representatives of the Union shall have the right to contact the employees at work with respect to this Agreement.

ARTICLE 20. VALIDITY OF AGREEMENT

Should any portion of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE 21. MORE FAVORABLE TERMS

If terms more favorable to the Employer than those contained in this Agreement are granted by the Union to any labor organization in Santa Clara County, then all other labor organizations in Santa Clara County must be notified in writing and granted by the Union such more favorable terms.

ARTICLE 22. UNION LABEL

The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and so long as the Employer fulfills all of its terms and conditions.

ARTICLE 23. GRIEVANCE PROCEDURE

- (a) All disputes, complaints or grievances arising out of this Agreement shall be first taken up between the Union and the Employer and, failing satisfactory settlement thereof, either side shall refer such dispute, complaint or grievance to the Board of Adjustment established by this Section.
- (b) An Adjustment Board shall be appointed, consisting of two (2) representatives of the Employer and two (2) representatives of the Union. Such Board shall take up, within seven (7) days, all grievances or disputes, which the parties hereto have been unable to adjust. The decision of a majority of the Board shall be final and binding on the parties to this Agreement. In the event the Board is unable to arrive at a decision or in the event of a deadlock, an impartial Chairperson shall be selected by the members of the Board within seven (7) days after the Board has determined it is unable to agree. Should the parties be unable to select such impartial Chairperson within seven (7) days, then said impartial Chairperson shall be appointed by the President or Secretary of the Central Labor Council concerned. The decision of the majority of such Board shall be final and binding on both parties. The cost of securing the services of such impartial Chairperson shall be divided equally between the parties hereto.

ARTICLE 24. NON-DISCRIMINATION CLAUSE

There shall be no discrimination in hiring, layoffs, transfers, or promotions because of race, religion, national origin, age, sex, political affiliation or Union activity.

ARTICLE 25. MILEAGE

Employees will be reimbursed at IRS allowable rate when using personal car on official business authorized by the Employer.

ARTICLE 26. PART TIME EMPLOYEE BENEFITS

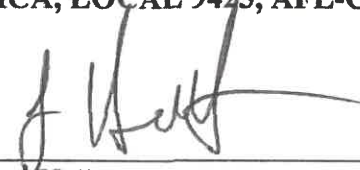
- (a) After an employee has served three (3) months they will be entitled to accrue six (6) sick days per calendar year. Accruals will be suspended with a disability or leave of absence beyond 30 calendar days.
- (b) Unused sick leave shall be cumulative, annually accrued but unused sick leave shall be used for the purpose of disability pay only.
- (c) Article 11. Pension Plan does not apply
- (d) CWA Savings and Retirement Trust (401k) Plan Employer match of 100% of first (1st) ten percent (10%) of Employee weekly wage contribution.


ARTICLE 27. DURATION OF AGREEMENT AND PROVISION FOR AMENDMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from October 1, 2019 until September 30, 2022 and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. In such event, negotiations shall be reopened in order to revise the section or sections regarding which notice of the proposed changes has been served. When agreed upon, these changes shall be incorporated into this Agreement effective as of the beginning of the year's term for which the revisions were proposed.

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 9423, AFL-CIO


OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

By: 
Jason Hall
President

By: 
Tamara R. Rubyn
President/Business Manager

Date: 6-17-2020


Date: _____

By: 
Robert Hogue
Vice President

By: 
Terry Keller *Emily Pacheco*
Business Representative

Date: 6-17-2020

Date: 2/16/21

By: 
Monica Alvarado
Secretary-Treasurer

By: 
Kelly Sakamoto
Committee Member

Date: 6/17/2020

Date: 11-30-2020

SIDE LETTER OF AGREEMENT
Between
COMMUNICATION WORKERS OF AMERICA, LOCAL 9423
And
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

By this letter, CWA, Local 9423 and OPEIU, Local 29 agree that CWA employees covered by the current Collective Bargaining Agreement between the parties are eligible to participate in the CWA Savings and Retirement Trust 401(k) Plan.

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 9423, AFL-CIO

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29

By: _____


Jason Hall
President

By: _____


Tamara R. Rubyn
President/Business Manager

Date: _____

5-20-2020

Date: _____

By: _____


Robert Hogue
Vice President

By: _____


~~Terry Keller~~ Emily Pacheco
Business Representative

Date: _____

6-17-2020

Date: _____

2/16/21

By: _____


Monica Alvarado
Secretary-Treasurer

By: _____


Kelly Sakamoto
Committee Member

Date: _____

5/20/2020

Date: _____

11-30-2020

