

November 8, 2021 Memorandum of Agreement

Contract Negotiations between United Campus Workers-Communications Workers of America, Local 7799 (“Employer”) and the United Food and Commercial Workers Local 7 (“Union”)

All proposals not specifically referenced herein remain open.

Employer and Union (collectively the “Parties”) have met, bargained, and agree that the parties shall enter into a Collective Bargaining Agreement containing terms set forth below, along with those contained in the attached tentative agreement. However, the previously agreed upon Article 30 concerning “Term of Agreement” shall be replaced by the language set forth below. Any Union or Employer proposal not identified or addressed herein shall be deemed withdrawn.

The parties reserve the right to correct any drafting errors and omissions in this Agreement and agree that Article and Section numbering may be updated. This Agreement is conditioned upon a peaceful settlement, and is only effective upon ratification by the Union membership.

The offer, withdrawal, or modification of any proposal during negotiations shall not be used as evidence in any arbitration or other proceeding between the parties.

The parties agree that the pronouns used in the below language shall be modified to be inclusive and progressive and respect and reflect all gender identities and non-binary individuals.

The parties agree that the following language shall be added to the new CBA:

**ARTICLE 30
HEALTHCARE**

Section 1. Non-probationary employees shall be entitled to participate in the Employer’s healthcare plan, currently offered through Kaiser Permanente, as (“Employer Health Plan”). The Employer Health Plan also includes dental and vision coverage which are currently offered through other providers. Employer agrees that during the term of this Agreement it will not reduce the current level of medical plan benefit coverage provided in the Employer Health Plan, nor raise the cost to employees by increasing premium, co-payments, deductibles, co-insurance, or out-of-pocket maximums, except by mutual agreement between the Employer and the Union. This commitment shall not apply to administrative changes (including physician panels) that may occur to the plan.

Section 2. Employer agrees that, during the term of this Agreement, there shall be no additional premium for spousal, dependent, or family coverage in the Employer Health Plan.

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**ARTICLE 31
RETIREMENT**

Section 1. Non-probationary employees shall participate in the IUE-CWA Retirement Savings and Security Plan, and shall be automatically enrolled in the plan upon reaching non-probationary status. Participants shall be permitted to voluntarily deduct such portion of their own compensation as they direct and contribute that amount to the plan on a pre-tax basis, subject to caps and restrictions provided by law. In addition to employee deductions, the Employer agrees to make nonelective contributions on behalf of each participant in an amount equal to 5% of the employee's salary. Such contributions shall be tendered pursuant to the terms of the Plan, but not less frequently than monthly.

**ARTICLE 32
TERM OF AGREEMENT**

Section 1. This Agreement shall be in full force and effect beginning at 12:01 am on Tuesday, November 16, 2021 and shall remain in full force and effect until 11:59 PM on Sunday October 1, 2023 and shall automatically be renewed from year to year thereafter unless either party desires to change or terminate at the expiration. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date.

Section 2. The Employer and the Union acknowledge that the Employer is funded, in part, through monies provided by the Communications Workers of America International Union (the "International"). The Employer and Union agree that in the event of a material and continuing change in support of the Employer by the International, either party may elect to reopen this Agreement by providing written notice of the same to the other party. For purposes of this provision, material means a year over year change of greater than 25%. However, in the event either party elects to reopen, no impasse shall be declared, nor economic action taken, during the first sixty (60) days following the notification described above.

APPENDIX A
WAGES

During the term of this Agreement, semimonthly wages for full-time employees shall be as follows:

Classification	October 2, 2021	April 2, 2022	October 2, 2022	April 2, 2023
Organizer	\$2,291.67	\$2,360.42	\$2,431.23	\$2,504.17
Office Manager	\$2,383.33	\$2,454.83	\$2,528.47	\$2,604.32

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Lead Organizer	\$2,500.00	\$2,575.00	\$2,652.25	\$2,731.82
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The above rates shall be minimums, and the Employer may raise the rates set forth above, but once raised, may not decrease such rates, and any raise must be for the classification, and not individual employees. Newly created classifications must be bargained with the Union prior to the implementation of any new wage rate.

The pay set forth above shall be retroactive to October 2, 2021. Retroactive pay shall be paid within twenty-one (21) days of ratification of this Agreement.

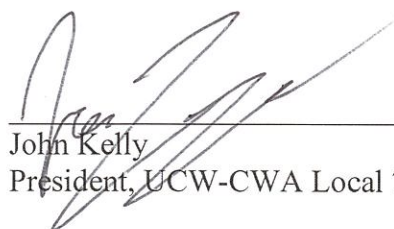
Rates for part time employees shall be separately negotiated with the Union prior to hiring. Such employees shall be entitled to overtime (time and a half) for all hours worked:

1. In excess of eight (8) hours in a workday, and
2. In excess of forty (40) hours in a workweek.

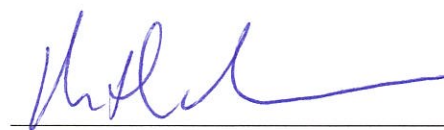
There shall be no pyramiding of overtime, and employees shall be entitled to time and a half pay only once for each hour worked.

The Union and the Employer agree that the Office Manager, presently designated as part time, shall be converted to a full-time employee not later than November 16, 2021. It is understood that the Employer may seek reimbursement from other CWA local unions and/or the International for work the Office Manager performs on behalf of other CWA local unions and/or the International. Retroactive pay for the Office Manager shall be \$30 per hour less compensation actually paid (only hours worked for CWA Colorado) for the period from October 2, 2021 through November 15, 2021.

Agreed to this 8th day of November, 2021:



John Kelly
President, UCW-CWA Local 7799



Mathew Shechter
General Counsel, UFCW Local 7

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October 7, 2021 Tentative Agreements

Contract Negotiations between United Campus Workers-Communications Workers of America, Local 7799 ("Employer") and the United Food and Commercial Workers Local 7 ("Union")

All proposals not specifically referenced herein remain open.

Employer and Union agree that the parties shall enter into a Collective Bargaining Agreement containing terms set forth herein and additional terms to be discussed and/or agreed upon at a later date. These agreements are tentative, and are subject to a complete agreement on all terms to be discussed in these negotiations, and any Memorandum of Agreement is subject to ratification by bargaining unit membership.

Such proposals are reflected in contract language format and follow these proposals. Article and Section Number Changes may be necessary for consistency and order.

The parties reserve any and all hard economic proposals, including wages, retirement, and health care, to a later date. Highlighted items represent items that are still subject to editing and/or negotiation and have not been finalized.

The offer, withdrawal, or modification of any proposal during negotiations shall not be used as evidence in any arbitration or other proceeding between the parties.

The parties agree that the pronouns used in the below language shall be modified to be inclusive and progressive and respect and reflect all gender identities and non-binary individuals.

The parties agree that the following language shall be added to the new CBA:

**AGREEMENT BETWEEN UNITED CAMPUS WORKERS-COMMUNICATION
WORKERS OF AMERICA, LOCAL 7799
AND
UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7**

TERM: TBD

This agreement is made and entered into by and between United Campus Workers-Communications Workers of America, Local 7799 (the "Employer" or "CWA") and United Food and Commercial Workers International Union, Local 7 (the "Union", "Local 7", or "UFCW"). Both parties agree they have a mutual interest and obligation in maintaining friendly cooperation to ensure the effective and efficient operation of CWA to the ultimate benefit of the total membership.

**ARTICLE 1
RECOGNITION AND EXCLUSIONS**

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Section 1. CWA recognizes Local 7 as the sole and exclusive collective bargaining agent for all permanent part-time and full-time CWA employees, but excluding the President, Secretary-Treasurer, or Officers of CWA, as well as any temporary employees, supervisors, guards, or watchmen as defined by the National Labor Relations Act.

Section 2. All work currently being performed by employees represented by Local 7 shall continue to be performed by bargaining unit employees exclusively, except as modified herein.

Notwithstanding the foregoing, it is understood that the President and any supervisors defined by the National Labor Relations Act (hereinafter "Supervisors") may continue to perform work as done in the past.

The President, Supervisors and Secretary-Treasurer may continue to perform any bargaining unit work without restriction. However, the Supervisors' present duties will not be expanded in a manner which will result in a reduction of the work force.

CWA will not reduce hours or eliminate jobs as a result of employees using new technology.

Section 3. No individual may work full-time on a temporary basis for more than three (3) months at a time, unless both parties agree to an extension of up to an additional three (3) months. Part-time temporary workers may work for a maximum of six (6) months at a time.

ARTICLE 2 UNION SECURITY

Section 1. It shall be a condition of employment that all employees covered by this Agreement who are members of Local 7 on the effective date of this Agreement shall remain members, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in Local 7. 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 thirty-first (31st) day following the beginning of such employment, become and remain members in the Union.

ARTICLE 3 CHECK-OFF

Section 1. CWA agrees to deduct dues and initiation fees from the employee's paycheck for employees who have voluntarily and individually certified in writing that such deductions be made.

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Section 2. CWA agrees to submit all such funds deducted to Local 7 on or before the tenth (10th) day of each month, and will provide a list of members who dues and initiation fees have been deducted. Such lists will provide names, dates of hire, classifications, salaries, and home addresses of all new employees hired and will also list employees who have left the bargaining unit during the month.

**ARTICLE 4
MANAGEMENT RIGHTS**

Section 1. CWA has the right to direct the staff covered by this Agreement, including the right to hire, make assignments, determine hours of work or make reasonable work rules and regulations providing the above are not in conflict with the terms of this Agreement.

Section 2. In the event that CWA merges with another organization, it shall make a condition of such merger that the merged organization shall accept and be bound by the terms of this Agreement, and that the merged organization shall assume all obligations of this Agreement.

Section 3. No employee shall suffer a loss in wages or benefits as a result of this Agreement.

**ARTICLE 5
SENIORITY**

Section 1. Seniority shall be defined as the employee's continuous and uninterrupted employment with CWA, a chartered body of United Campus Workers – Communications Workers of America, or any predecessor since his or her affiliation date or the date the employee had the right to affiliate. Staff seniority shall be defined as the employee's continuous and uninterrupted employment by CWA Local 7799.

Section 2. For the purposes of layoff, promotions, or demotions only time spent as a CWA staff member shall be counted.

Section 3. Seniority shall be terminated for any of the following reasons:

- 1) Quit;
- 2) Discharge for just cause;
- 3) Layoff in excess of twenty-four (24) months;
- 4) Failure to return in accordance with the terms of a Leave of Absence.

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- Section 4. A seniority list shall be provided to Local 7 upon request, reflecting seniority as defined in Sections 1 and 2 of this Agreement.
- Section 5. In the event that a job becomes available because of the creation of a new position, promotion, staff vacancy or otherwise, before CWA hires new staff, qualified employees will be considered for such positions. All openings will be advertised to all bargaining unit members.
- Section 6. New Classifications, effective upon ratification, when a new job is created by the Employer, the Union shall be notified immediately, and a new appropriate wage rate for such job shall be determined by the employer and the Union.

ARTICLE 6 LAYOFF AND RECALL

- Section 1. When a reduction in the work force is necessary, staff seniority shall govern that reduction, provided the employee is qualified to perform the functions of the assignments involved. Training will be provided to employees assigned new duties under this section.
- Section 2. All Employees of CWA, who are demoted or step down from a higher paid assignment shall have the right to exercise their seniority in displacing less senior employees in lesser job classifications.
- Section 3. All reductions, layoffs or recalls shall be discussed in advance with the President of Local 7 no later than two (2) work-weeks prior to the layoff or recall, if possible.
- Section 4. In the event of a layoff or reduction in work force, employees with the least seniority, within the affected classification, shall be laid off first. The person laid off may bump a less senior employee in a lesser classification.
- Section 5. Employees shall be recalled from layoff in order of seniority, to the same or lesser classification. Recall rights are not waived by accepting recall or bumping down to a lesser classification.

ARTICLE 7 PROBATIONARY EMPLOYEES

- Section 1. The probationary period for staff will be two (2) months with an option for CWA to extend the probationary period an additional two (2) months upon mutual agreement between CWA and Local 7.
- Probationary employees may be terminated without recourse to the grievance procedure.

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- Section 2. Each probationary employee shall be furnished with a membership application for Local 7 at the time of hiring. CWA agrees to advise Local 7 in writing immediately when an employee has completed his/her probationary period.

**ARTICLE 8
MEDICAL LEAVES OF ABSENCE**

- Section 1. Employees, upon request, shall be granted a leave of absence up to 12 months without loss of seniority. A statement from the employee's attending physician must accompany the request, outlining the date the leave becomes effective. Prior to returning to work a statement from the employee's attending physician may be required, listing the date the employee may return to work and perform the essential functions of the job. If additional time is requested by the employee the leave can be extended by up to an additional six (6) months to a maximum leave of 18 months, if the attending physician indicates the additional time is necessary. CWA further agrees to follow all applicable law concerning paid leave.

**ARTICLE 9
PERSONAL LEAVE**

- Section 1. Any full time or part-time employee, with six (6) months of continuous service, may be granted as unpaid leave of absence (without pay) up to thirty (30) days for a personal reason, but not for the purpose of engaging in gainful employment elsewhere. Extensions of thirty (30) days may be granted up to a maximum of six (6) months with the approval of CWA.
- Section 2. Employees, upon request, shall be granted a leave of absence, without loss of seniority, for care of a newborn child, a newly adopted or prospective adopted child, or for care of an ill family member. Such leave of absence shall not exceed twelve (12) months. The first four (4) consecutive months shall be paid time off, with the remainder to be unpaid. CWA may request verification of said child or illness. Employees may utilize any accrued but unused paid leave, as well as pay provided for by applicable law, to substitute for the unpaid leave as provided herein.
- Section 3. In addition to the unpaid leave described above, employees shall receive five (5) paid personal days each year, to be accrued on January 1 of each year. Employees hired during the year shall be provided pro-rata personal days.

**ARTICLE 10
MILITARY LEAVE**

- Section 1. All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for active military service under the National Guard Act of 1940, the Selective Service Act of 1942, **USERRA** and any additions or amendments thereto, or rulings and interpretations thereof by any authorized court or agency. Contributions necessary to maintain medical benefits shall be paid for all employed called up for service.

**ARTICLE 11
JURY DUTY AND VOTING**

- Section 1. Whenever any employee is required to serve on a jury during their regular working hours, he/she shall be compensated at their regular salary or rate of pay for such time. The employee shall be required to endorse and turn in his/her check from the Court to the CWA office upon receiving same. On any regular work day, the employee shall promptly report to complete any remaining hours of their regular work day; provided, no employee shall be required to so report on any day on which he/she has served and been compensated by the Court for at least eight (8) hours jury duty.
- Section 2. CWA and Local 7 recognize the critical importance of voting. Employees who do not vote by mail shall be afforded up to one (1) day paid time in order to vote in any federal, state, or municipal, primary, or general election.

**ARTICLE 12
FUNERAL LEAVE**

- Section 1. An employee shall be granted the necessary time off with pay to make arrangements, attend a funeral, and/or grieving an immediate family member.
- Section 2. Such time off with pay shall not exceed eight (8) working days, but may be further extended with the consent of the Employer and the affected employee.
- Section 3. Whenever possible the amount of time off should be discussed with CWA management before the commencement of such funeral leave.
- Section 4. Additional time off without pay shall be granted to an employee who requests the same or an employee may take earned vacation time with pay.
- Section 5. The immediate family is defined as the employee's parent, step-parent, grandparent, grandchild, aunt, uncle, brother, sister, spouse, significant

other residing with the employee, children, step-children, father-in-law, mother-in-law, brother-in-law, or sister-in-law. It is understood that in-laws and step relations shall either be the blood relatives of the employee's spouse, or if the employee be not married, the same relations of the employee's significant other residing with the employee.

Section 6. The employee will be paid for time off to attend the funeral of a close friend or relative not covered above up to a maximum of eight (8) days, with additional time available by utilizing personal, vacation, or comp. time.

ARTICLE 13 VACATIONS

Section 1. Employees employed by the employer upon ratification of this Agreement in 2021 shall be credited with the greater of (a) vacation they were awarded during the twelve (12) calendar months preceding the ratification of this Agreement or (b) vacation as provided pursuant to the below progression. Newly hired employees shall be eligible for vacation pursuant to the progression set forth below.

Vacation Progression:

Four (4) weeks' vacation annually after one (1) year continuous service

Five (5) weeks' vacation annually after three (3) years continuous service

Six (6) weeks' vacation annually after six (6) years continuous service

Section 2. Salaried employees shall be entitled to forty (40) hours of vacation per week as set forth above. Hourly/part-time employees shall be entitled to a pro-rata number of vacation hours per week based on the average weekly hours worked by the employee (excluding periods of leave) during the prior calendar year. For example, an employee who worked an average of thirty (30) hours per week during the prior calendar year shall be entitled to thirty (30) hours of pay per week of vacation the following calendar year. For purposes of this provision, any paid leave (vacation, holidays, sick pay, etc.) shall be deemed hours worked.

Section 3. An employee will be eligible for vacation as of end of the probationary period. In an employee's first year of employment, vacation shall be provided on a pro-rata basis. Thereafter, all vacation eligibility will be calculated and accrued each January 1.

Section 4. If a holiday occurs during the period of an employee's vacation, that employee shall be entitled to an extra day of his/her vacation.

Section 5. In the event an employee is off work because of holidays, vacation, illness, pregnancy, injury, Local 7, or any other leave protected by the Family and Medical Leave Act or Colorado Healthy Families and Workplaces Act, all

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time off through sixteen (16) weeks shall be counted as time worked for the purpose of computing vacation payments. For time off in excess of sixteen (16) weeks, vacation shall be reduced by twenty (20%) percent for each five (5) week increment of time off in excess of sixteen (16) weeks.

Section 6. Upon separation from employment, employees shall be paid any accrued but unused vacation. Employees shall be entitled to carry any accrued and unused vacation forward from year to year.

Section 7. Choice of vacation dates will be granted (within each job classification) on the basis of seniority, as determined by the employee's affiliation date or the date the employee had the right to be affiliated, at any time during the calendar year. In cases where several employees select the same week or weeks for vacation, seniority shall prevail with the understanding that the President reserves the right to have adequate staff working to take care of the needs of the members. CWA shall maintain a master calendar listing approved vacations.

Section 8. When the vacation dates have been established, they will not be changed unless mutually agreeable between the employee and the President.

ARTICLE 14 HOLIDAYS

Section 1. The following paid holidays will be observed by the employees of CWA:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans' Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Day
10. One-half (1/2) day before Christmas; one-half (1/2) day before New Years
11. Two (2) personal holidays per calendar year
12. Cesar Chavez Day
13. Juneteenth
14. Indigenous People's Day / Columbus Day

If a holiday set forth in this paragraph occurs on a Sunday, the following Monday shall be observed. If a holiday occurs on a Saturday, the preceding Friday shall be observed.

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- Section 2. Every effort shall be made to notify the employee's supervisor as to when the employee would like to take his/her personal holiday(s). In the event an employee works on any of the above listed holidays, a floating holiday may be taken.
- Section 3. Employees who, due to the needs of CWA, work on a recognized holiday, may float the holiday on any day prior to the end of the calendar month immediately following the holiday.

**ARTICLE 15
WEEKLY DISABILITY AND SICK PAY**

- Section 1: Salaried Employees:
- A) New employees will be allowed to bring their existing sick pay bank from prior employer in a bargaining unit in an industry represented by CWA Local 7799 with a minimum of six (6) days sick leave. If an employee has no carry over sick leave they will start with six (6) days sick leave. CWA employees shall be allowed to donate vacation time, up to a maximum of one (1) week per donor, into a vacation bank for employees who have exhausted their sick leave upon mutual agreement.
 - B) Sick leave shall be cumulative at a rate of one hour for each thirty (30) hours worked, but not to exceed a maximum accumulation of six hundred (600) hours. Full-time employees who have at least one (1) year of service shall be entitled to an award of ninety-six (96) hours of sick pay in lieu of the accrual described above. Full-time employees are still subject to a maximum accrual of six hundred (600) hours.
 - C) For full-time salaried employees, one (1) hour of pay shall mean one-fortieth (1/40) of the employee's regular salary. Not more than eight (8) hours of sick time shall be charged for a single day's absence.
 - D) Said sick leave is to commence with the first (1st) day of absence due to sickness or injury and shall be paid at the rate of one (1) day of pay until such sick benefit allowance is used up. A doctor's certificate or other authoritative verification of illness may be required upon the fourth continuous day of absence.
 - E) Sick leave benefits are not convertible to cash.
 - F) Sick leave benefits may be used to supplement disability pay received due to on the job injuries up to one hundred percent (100%) of a day's pay.

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Section 2. Hourly Employees - Sick Days /Personal Days /Personal Time Off

- A) Sick leave shall be cumulative at a rate of one hour for each thirty (30) hours worked. Such leave shall be subject to a maximum accrual of six hundred (600) hours. Notwithstanding the foregoing, such employees shall be front-loaded each January 1 with ninety-six (96) hours multiplied by the number of average weekly scheduled divided by forty (40) hours.
- B) For employees with more than one (1) year of continuous service who leave the Local Union before the calendar year is up, sick days will be prorated by days worked. Any adjustments on sick pay (overpaid or underpaid) will be adjusted on the employee's last paycheck.
- C) If at all possible, the immediate supervisor should be notified, in advance, of time off for doctor, etc.
- D) An employee, at their option may use earned sick days as personal days. In the event an employee chooses to use an earned sick day as a personal day, the employee should make the request to the immediate supervisor, at least one (1) week in advance.

Section 3. Miscellaneous Provisions and Long-Term Disabilities

- A) Sick leave benefits are not convertible to cash except as provided herein.
- B) Sick leave benefits may be used to supplement disability pay received due to on the job injuries up to one hundred percent (100%) of a day's pay.
- C) Employees may donate accrued and unused sick leave to another employee upon request.
- D) The Employer shall maintain, at its expense, a long-term disability plan for its employees. The minimum benefits paid shall be two-thirds (2/3) of the employee's regular weekly earnings for the term of an employee's bona fide leave of absence.

Section 4. An Employee who is eligible for sick pay may use up to two (2) weeks of accrued sick pay as compensation for taking time off work for care of a dependent, spouse or parent. The two (2) week period can be extended upon mutual agreement between CWA and the affected Employee.

**ARTICLE 16
SEVERANCE PAY**

Section 1. All employees with any organization affiliated with the UCW-CWA will be eligible for the greater of four (4) weeks of severance pay or one (1) week's severance pay for each year of continuous service. Severance pay to be paid on a lump sum basis, or in weekly increments at the employee's option. Should an employee have a partial week of severance pay due, the Employer will figure that week of severance pay on a pro rata basis as follows:

0 to 3 months	25% of one (1) week's pay
3 to 6 months	50% of one (1) week's pay
6 to 9 months	75% of one (1) week's pay
Over 9 months	100% of one (1) week's pay

Section 2. Upon termination the benefits provided by the plan document shall apply.

Section 3. Employees may request severance pay at any time while on layoff.

Section 4. Employees discharged for intentional theft and/or dishonesty shall not be eligible for severance pay.

Section 5. Employees eligible for severance shall be entitled to health care continuation through the last day of the month following discharge.

**ARTICLE 17
DISCHARGE AND DISCRIMINATION**

Section 1. CWA hereby agrees not to discriminate against any employee or discharge him/her because of membership in the Union and/or for upholding Union principles; and further, no employee who falls within the bargaining unit shall be disciplined, demoted, or discharged without just cause.

Section 2. No employee shall be transferred or assigned for arbitrary, capricious or discriminatory reasons.

**ARTICLE 18
DISPUTE PROCEDURE**

Section 1. Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedure set forth below shall result in forfeiture of the grievance.

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Step 1. By conference during scheduled working hours between the aggrieved employee(s), the Local 7 representative, and the CWA's designated representative. Each party shall designate its representative(s) to the other party in writing.

Step 2. If the grievance cannot be satisfactorily resolved under Step 1, the grievance shall be reduced to writing and submitted to CWA's representative. Such submission shall be made within twenty (20) days of the date the employee becomes aware of the occurrence and shall clearly set forth the issues and (alleged) violation of the provisions of this contract. CWA's designated representative and the Local 7 representative shall meet (during normal working hours) within ten (10) days after submission of the written grievance to attempt to resolve the grievance.

Step 3. If the grievance cannot be satisfactorily adjusted in the above procedure, either party may, within thirty (30) days from the date of the Step 2 meeting, request arbitration and the other party shall be obligated to proceed with arbitration in the manner hereinafter provided. The parties shall forthwith attempt to agree upon an impartial arbitrator.

Section 2. Upon mutual agreement, any such grievance may be submitted to mediation.

Section 3. Notwithstanding the foregoing, verbal or written warnings may be deferred and not arbitrated if properly grieved and processed. However, if the same is relied upon in issuing further discipline, the Employer shall arbitrate the merits of said warning together with the merits of such further discipline. Verbal and written warnings will be pulled in one (1) year with the exception of "Final Warnings".

Section 4. In the event Local 7 and CWA representatives cannot agree upon an impartial arbitrator, either party may request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each of the parties shall strike three (3) names alternately from the list. The CWA representative shall strike first (1st), and the remaining arbitrator shall hear the case. All such cases shall be arbitrated within sixty (60) days unless an extension is mutually agreed to between Local 7 and CWA.

Section 5. The decision of the impartial arbitrator shall be final and binding on both parties.

Section 6. A designated representative of Local 7 who is a member of the bargaining unit shall be paid his or her normal salary to present cases in arbitration on

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behalf of Local 7. The losing party shall be required to pay all fees and expenses of the Arbitrator.

Section 7. The arbitrator shall have all the rights, power, and duties herein given, granted and imposed upon him/her; but his/her award shall not change, alter or modify any of the terms and conditions set forth in this Agreement.

ARTICLE 19 HOURS OF WORK

Section 1. Hours of Employment. Eight (8) consecutive hours between the hours of 7:00 am and 6:00 pm, Monday through Friday, exclusive of lunch period, shall constitute a day's work. Forty (40) hours shall constitute a week's work. A regular full-time hourly employee shall be guaranteed eight (8) hours of work each day of their established work week.

Section 1a. For hourly employees, when mutually agreed between CWA and employee, CWA may schedule a four (4) day, ten (10) hour workweek adjusting hours of work and/or pay to meet the forty (40) hour schedule.

Section 1b. For salaried employees, a standard work week shall be five (5) days within a seven (7) day week period for full-time employees. Salaried employees have discretion in scheduling themselves flexibly, adjusting starting and quitting times and days of work as they may see fit, so long as the operational needs of CWA are being met and the employee is meeting the requirements of his or her position.

Section 2. Employees will be paid for all time worked.

Section 3. Breaks. Each employee shall have a paid relief period of fifteen (15) uninterrupted minutes for each four (4) hour period scheduled, with the first such period to be provided if the employee exceeds two (2) hours of work, the second after six (6) hours of work, and so forth. Employees shall have the right to leave their offices for the fifteen (15) minute breaks. Employees may combine their paid relief periods and paid lunches within the day as they see fit.

Section 4. Lunches. Employees shall be entitled to a thirty (30) minute paid lunch break for all shifts which exceed five (5) hours. Lunch periods may be extended beyond thirty (30) minutes as agreed between the Employer and the affected employee.

Section 5. Overtime. Any work performed over eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half ($1 \frac{1}{2} \times$) the employee's regular rate of pay and shall be offered in seniority order to

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employees performing the affected job assignment before being assigned to another employee within the bargaining unit.

- Section 6. Sunday/Holiday Premium. Any work performed on Sunday and/or Holidays shall be paid at double time (2x) the employee's base rate of pay.
- Section 7. Call in pay. An employee called to work on a day not otherwise previously scheduled, or called back to work after completing the work day, shall receive a minimum of four (4) hours work or pay, at the rate of time and one-half (1 ½ x) the employee's base hourly rate of pay.
- Section 8. Inclement Weather. When inclement weather conditions exist, flex time will be allowed. Employees are required to advise the supervisor of their work schedule for that day before 10:00 am when not working the regular work schedule. If the employee arrives in the morning prior to 8:00 am, such employee may clock in (i.e. begin working) and leave when eight (8) hours is completed. In the event CWA determines the office should be closed, the employee shall suffer no loss in pay.

**ARTICLE 20
PERMANENTLY EMPLOYED PART-TIME EMPLOYEES**

- Section 1. Employees may be permanently employed on a regularly scheduled workweek of less than forty (40) hours. Such schedule shall provide for no less than four (4) hours on each of the days scheduled, Monday through Saturday, but may provide for as few as one (1) day scheduled per week, or for as many as the regular five (5) days of employment. These employees shall be paid at the straight time hourly rate for all hours worked within eight (8) hours in the regular workdays and within forty (40) hours in the regular workweek, provided that the overtime provisions of Article ___ shall be applicable for any other work performed by these employees. All of the other provisions of the Agreement shall apply to these employees prorated on the basis of the hours of employment.

**ARTICLE 21
PRIOR EXPERIENCE**

- Section 1. A newly hired employee's wage rate shall be determined after crediting the employee with actual and verifiable work experience with CWA that the employee has obtained during the preceding five (5) years in a position comparable to that for which the employee is hired. Upon ratification, all current employees at less than the journeyman rate shall be advanced to the appropriate wage progression based on said experience during the preceding five (5) years (no retroactive pay shall be required).

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CWA and Local 7 may agree to advance an employee beyond the first step up to the journey person step.

**ARTICLE 22
TEMPORARY ASSIGNMENTS**

Section 1. When an employee is required to perform work in a higher classification, he/she shall receive reimbursement appropriate to that classification.

**ARTICLE 23
UNION STEWARD**

Section 1. Local 7 may designate, in writing, and CWA shall recognize a union Shop Steward. The Shop Steward, who shall be a salaried employee, shall be compensated by CWA at his or her normal rate of pay for any time reasonably necessary to perform the duties of Shop Steward.

Section 2. All employees shall be entitled to representation by the Union in any investigatory or other meeting which could result in the imposition of discipline on the employee.

**ARTICLE 24
NO STRIKE - NO LOCKOUT**

Section 1. CWA agrees not to cause, permit, or engage in any lockout of its employees during the term of this Agreement. Local 7 agrees that during the term of this Agreement, it will not sanction or engage in any strike.

Section 2. It is expressly understood and agreed that it shall not be a violation of any term or provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind a picket line established at CWA's location by a bona fide, recognized labor union/organization. No employee covered by this Agreement shall be requested or required by CWA to perform work operations that were being performed by any person on strike, nor shall an employee be disciplined for any reason listed in this section.

**ARTICLE 25
PER DIEM**

Section 1. All salaried employees shall receive per diem. Per diem shall be the maximum rate for meals & incidental expenses for the locality as provided for by the United States General Services Administration per day for out of town.

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**ARTICLE 26
TRAVEL AND OTHER EXPENSES**

- Section 1. All employees shall be entitled to reimbursement for business miles driven at the prevailing IRS rate for business miles driven in personal vehicles. In lieu of mileage reimbursement, employees may elect a car allowance in the amount of \$300 per month.
- Section 2. Employees shall be reimbursed for any reasonable and necessary travel expenses, including airfare, hotel, rental car expense, paid parking and other expenses incurred for travel to service the membership and as otherwise directed by the Employer.
- Section 3. Employees who are authorized to work remotely at their homes shall be reimbursed for the reasonable cost of high-speed internet service to the home. Employees who are required to regularly utilize a personal cell phone for work shall be reimbursed for the reasonable cost of cellular phone service.
- Section 4. CWA may require the provision of reasonable receipts and records substantiating expenses prior to reimbursement.
- Section 5. Employees shall be provided all equipment and supplies reasonable and necessary to perform their jobs. Upon separation from employment, employees shall have the option to purchase any equipment provided to them at market rate.

**ARTICLE 27
EDUCATION AND CONVENTIONS**

- Section 1. Subject to the approval of the President of CWA, bargaining unit employees shall be entitled to attend continuing education courses and other conventions as may be appropriate.
- Section 2. CWA agrees that each full-time employee shall be entitled to a minimum of \$500 in professional education each contract year.
- Section 3. Employees shall be eligible for student loan payment reimbursement of up to \$5,250 per year.

**ARTICLE 28
SAVINGS CLAUSE**

- Section 1. In the event any provision of this Agreement shall be declared invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement; and further, should any Federal or State law, government rule

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or regulation issued by any of its departments, agencies, or representatives affect any provision of this Agreement, the provisions or provision so affected shall be made to conform to the law or determination and all other provisions not so affected shall continue in full force and effect.

Section 2. Special conditions, which may exist or arise shall be discussed between the parties and if agreements are reached these may be reduced to writing and added to this Agreement as amendments.

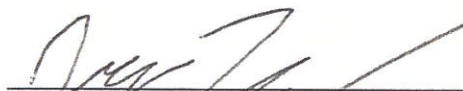
**ARTICLE 29
WORK OFF THE CLOCK**

Section 1. There shall be no free work, or work "off the clock" for any hourly paid employees.

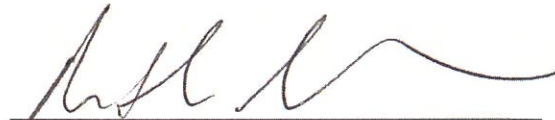
**ARTICLE 30
TERM OF AGREEMENT**

Section 1. This Agreement shall be in full force and effect beginning at 12:01 am on _____ (DATE TBD) and shall remain in full force and effect until midnight on _____ (DATE TBD) and shall automatically be renewed from year to year thereafter unless either party desires to change or terminate at the expiration. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date.

Agree to this 7th day of October, 2021:



John Kelly
President, UCW-CWA Local 7799



Mathew Shechter
General Counsel, UFCW Local 7

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