

## December 22, 2023 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”)

Employer and Union are party to that certain Collective Bargaining Agreement (“CBA”) that expired on October 2, 2023. Employer and Union (collectively the “Parties”) have met, bargained, and agree that the parties shall enter into a successor collective bargaining agreement containing the terms of the Parties prior agreement except as modified herein and in any attached tentative agreement.

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 following language shall be modified in the new CBA:

#### ARTICLE 7 PROBATIONARY EMPLOYEES

Section 1. The probationary period for staff will be ~~four (4) two (2) months, with an option for CWA to extend the probationary period for an additional two (2) months upon mutual agreement between CWA and Local 7.~~

Probationary employees may be terminated without recourse to the grievance procedure.

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 theirhis/her probationary period.

#### ARTICLE 8 MEDICAL LEAVES OF ABSENCE

Section 1. Employees, upon request, shall be granted a leave of absence up to ~~42~~6 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 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~~ cannot 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) hoursdays, with additional time available by utilizing personal, vacation, or comp. time.

Section 7. In the event of the death of an employee's pet, the employee will be paid for time off up to a maximum of two (2) days; provided this leave is only available once in a rolling twelve (12) calendar month period.

### ARTICLE 13 VACATIONS

Section 9. Each March 1, the Employer will check in with employees to ensure that vacation which is being awarded is being utilized. Any employee who has accrued but unused vacation equal to or in excess of the annual award for that calendar year as of each June 30 will be provided a written notice (with a copy to the Union) that the employee must schedule and take vacation on or before September 30 of that calendar year to reduce the employee's vacation balance. If, by October 1, the Employee fails to take vacation sufficient to reduce the employee below an amount equal to the employee's annual award, the Employer may unilaterally schedule vacation for the employee during the remainder of the calendar year in order to reduce the balance.

At the beginning of every quarter, employees must have used at least fifty percent (50%) of their credited pro rata vacation time. If an employee has not used at least this amount of vacation, the Employer reserves the right to mandate use of vacation time. Below is a table illustrating how much vacation must be used depending on the amount of credited vacation to avoid the possibility of required vacation:

Service	Q1 (Jan-Mar)	Q2 (Apr-Jun)	Q3 (Jul-Sept)	Q4 (Oct-Dec)
1+ yrs (4 weeks)	N/A	1 week	1.5 weeks	2 weeks
3+ yrs (5 weeks)	N/A	1.25 weeks	1.875 weeks	2.5 weeks
6+ yrs (6 weeks)	N/A	1.5 weeks	2.25 weeks	3 weeks

**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. President's Day
4. ~~Easter~~
5. May Day
36. Memorial Day
47. Independence Day
58. Labor Day
69. Veterans' Day
107. Thanksgiving Day
118. Day after Thanksgiving
129. Christmas Day through New Year's Day
130. One-half (1/2) day before Christmas; one-half (1/2) day before New Years
141. ~~Three~~ Two (32) personal holidays per calendar year
152. Cesar Chavez Day
163. Juneteenth
174. Indigenous People's Day / Columbus Day
18. ~~Rosh Hashana~~
19. ~~Yom Kippur~~

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.

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 onesix hundred (1600) 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 onesix hundred (1600) 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 (1<sup>st</sup>) 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.

## 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 onesix hundred (6100) 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 full-time employees with any organization affiliated with the UCW-CWA will be eligible for severance pay at the rates set forth below in the event an employee is involuntarily separated from CWA via layoff: 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
<u>9-12</u> Over 9 months	<u>0</u> 100% of one (1) week's pay
1 year	Two (2) week's pay
2+ years	Three (3) 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, upon request to CWA, to health care continuation through the last day of the month following discharge.

#### **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).~~

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

#### **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 32 TERM OF AGREEMENT**

Section 1. This Agreement shall be in full force and effect beginning at 12:01 am on ~~Tuesday~~Monday, October 2~~November 16, 2023~~16, 2023 and shall remain in full force and effect until 11:59 PM on Sunday ~~September 28~~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.

**NEW ARTICLE**  
**STAFF EVENTS**

Section 1. The Employer agrees to contribute \$500 each calendar year to be used for staff and/or teambuilding events. Funds shall not be used for alcohol or other drug purchases.

**APPENDIX A**  
**WAGES**

**Replace existing Appendix A wage tables with the following:**

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

Classification	Current	Ratification	Ratification +1 Year
Organizer	\$2,504.17	\$2,679.46	\$2,867.024
Lead Organizer	\$2,731.82	\$2,923.05	\$3,127.66
Officer Manager	\$2,604.32	\$2,786.62	\$2,981.69

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 forty-five (45) calendar days prior to the ratification of this Agreement [insert date]. 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.

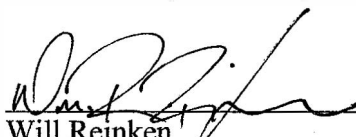
**APPENDIX B  
SABBATICALS**


Upon completion of seven (7) years of continuous service with the Employer, employees shall be entitled to take a paid sabbatical, not to exceed four (4) months in length. Employees must provide the Employer with at least six (6) months' notice prior to taking leave. The Employer shall not be required to permit more than one (1) bargaining unit employee to be on sabbatical at any given time.

**NEW ARTICLE  
JOINT LABOR-MANAGEMENT COMMITTEE**

In order to foster better understanding and workflow management, there shall be established a joint Labor-Management Committee which shall meet not less than once per calendar quarter, for not less than one (1) hour, to discuss issues pertinent to the relationship between the Employer and bargaining unit workers. The Committee shall consist of members of the bargaining unit, one representative of the Union, and such individuals as may be designated by the Employer, preferably individuals who have or may serve as the Employer's bargaining committee in negotiations with the Union. No agreement affecting or altering terms and conditions of employment that may be reached at any such JLM shall be effective unless reduced to writing and signed by the President of the Union and the President of CWA Local 7799.

Agreed to this 22<sup>nd</sup> day of December, 2023:

  
\_\_\_\_\_  
Will Reinken  
Counsel, UCW-CWA Local 7799

  
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Mathew Shechter  
General Counsel, UFCW Local 7