

# AGREEMENT

*between*

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 29**

*And*

**COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 9415**

**November 1, 2016 – October 31, 2019**



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November 1, 2016 – October 31, 2019

THIS AGREEMENT, made and entered into this 1st day of November 2016, by and between OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 29, affiliated with the Office and Professional Employees International Union, AFL-CIO, party of the first part, hereinafter called the Employer, and COMMUNICATIONS WORKERS OF AMERICA, 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 or before the thirtieth day following the effective date of this Agreement, become and remain a member 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 or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

The Employer agrees to advise the Union of existing vacancies in the classifications covered by this Agreement and to afford it an opportunity to send applicants for these positions. The Employer will notify the Union of any position openings prior to other recruitment efforts being made in an attempt to fill the specific positions with outside applicants. The Employer will provide the Union with an opportunity to refer applicants for three (3) working days prior to the Employer's recruiting from outside the Union.

Provided, however, that the Union advises the Employer within the first twenty-four (24) hours of the availability of prospective applicants. The final selection of job applicants shall be left solely to the Employer.

The Union agrees to keep an up-to-date list of known out-of-work employees coming under the jurisdiction of this Agreement with an accurate record of their experience. All applicants with experience or training will be placed on the said list herein referred to and all persons on said lists will be given equal opportunity for employment consistent with their specific qualifications, training and order of registration for employment through the Union.

**ARTICLE 2. UNION SECURITY** *(continued)*

Selection by the Union of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect of obligation of Union membership. The parties agree to post, in places where notices to employees and applicants for employment are customarily posted, the provisions of this Section.

Whenever new employees are hired for job classifications within this Agreement, from sources other than the lists maintained by the Union, the Employer shall:

Promptly notify the Union of such employment in writing, or by telephone, giving the date, place and job classification of the employment and the name, address and telephone number of the new employee.

Advise the new employee to report to the Union within forty-eight (48) hours from the time of employment to be advised of the terms and provisions of this Agreement and of her/his obligation hereunder, and to complete necessary applications, forms and papers for qualifications under the Health and Welfare Plan and Pension Plan provided for under this Agreement. The Employer agrees s/he will not subcontract work to any Temporary Fee Employment Agency (i.e., Kelly Girl, Man Power).

The Union agrees to give the Employer seven (7) days written notice of the denial or termination of membership of any employee for failure of the employee to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership.

**ARTICLE 3. NON-DISCRIMINATION**

The Employer and the Union agree they shall not discriminate, in any way, on account of race, creed, religion, sex, age, union activity, sexual orientation, gender, transgender, domestic partnerships, national origin, political affiliation, marital status, or physical disability, in accordance with applicable law, and shall include Americans with Disability Act and Family Medical Leave Act.

**ARTICLE 4. REPORTING PAY AND MINIMUM**

Any temporary or part-time office employee coming under the jurisdiction of the Union shall be employed for not less than four (4) consecutive hours.

Any office employee who reports for work and is not put to work, or who begins work, shall receive a minimum of four (4) hours pay.

Any office employee, who is scheduled to work a full shift and who works more than four (4) hours but is relieved from duty by the employer after working less a full shift, than shall be paid for a full shift.

Any office employee who is called back to work after 6:00 p.m. shall be paid for a minimum of two (2) hours pay at the overtime rate.

## **ARTICLE 5. WORKING HOURS AND OVERTIME**

- (a) The regular workday shall normally consist of seven (7) hours within eight (8) consecutive hours, work to be performed between the hours of 7:00 a.m. and 6:00 p.m. The Employer may schedule a regular workweek to consist of eight (8) hours within nine (9) consecutive hours, work to be performed between the hours of 7:00 a.m. and 6:00 pm.
- (b) The normal workweek shall be thirty-two (32) or thirty-five (35) hours or forty (40) hours and full-time employees shall suffer no loss in pay due to rescheduling of hours by the Employer. When requested, the Employer shall consider alternate work schedules, subject to mutual agreement.
- (c) Any and all work performed in excess of the regular work day (as set forth in (a) above) and the regular work week of thirty-two (32) or thirty-five (35) or forty (40) hours shall be considered overtime and shall be paid for at one and one half (1 1/2) times the regular hourly rate of pay except that all hours worked on Sunday shall be paid for at two (2) times the regular hourly rate. Any time worked on holidays hereinafter defined shall be paid for at two (2) times the regular hourly rate in addition to straight time allowed. The Employer reserves the right to direct overtime, and may hire temporary employees to perform work in lieu of overtime.
- (d) The lunch period shall be limited to a maximum of one (1) hour each day between the hours of 11:00 a.m. and 2:00 p.m.
- (e) Every employee shall be entitled to a fifteen (15) minute rest period both in the morning and in the afternoon.

## **ARTICLE 6. VACATIONS**

Vacations with pay are hereby established for all employees covered by this Agreement.

- (a) New Employees shall accrue two (2) weeks vacation with full pay.
- (b) Employees after having served two (2) years in the employ of the Employer shall accrue three (3) weeks vacation with full pay. Employees hired after the ratification of this contract, having served three (3) years in the employ of the Employer shall accrue three (3) weeks vacation with full pay.
- (c) Employees after having served nine (9) years in the employ of the Employer shall accrue four (4) weeks vacation with full pay. Employees hired after the ratification of this contract, having served ten (10) years in the employ of the Employer shall accrue four (4) weeks vacation with full pay.
- (d) Employees after having served thirteen (13) years in the employ of the Employer shall accrue five (5) weeks vacation with full pay. Employees hired after the ratification of this contract, having served fourteen (14) years in the employ of the Employer shall accrue five (5) weeks vacation with full pay.

## **ARTICLE 6. VACATIONS** *(continued)*

- (e) Vacation shall accrue on an anniversary date basis at the rate of one-twelfth (1/12) of the annual entitlement per pay month. Employees will not be entitled to take vacation time off before accrual.
- (f) Prior to the beginning of each year, the employer will allow employees to request their vacation time by seniority. Approval will be by January 1. Employees shall be allowed to take their full vacation entitlement in consecutive weeks and at a time mutually agreeable between the Employer and employee.
- (g) If an employee wishes, s/he may request and be granted one (1) week vacation with full pay after six (6) months employment during the initial year of service.
- (h) Full pay is hereby defined as pay based on the regularly established rate and workweek of the employee at the time s/he takes her/his vacation.
- (i) Employees will be allowed to carry over fifty percent (50%) of earned vacation time to the following year. A maximum of five (5) weeks vacation may be taken in any one year.
- (j) On anniversary date each year, employee may request one (1) week's pay in lieu of vacation time taken if vacation time is denied by the employer for business needs. This shall apply only to carryover vacation time and the balance shall continue to accrue.
- (k) Employees terminating for any reason shall be paid pro-rata vacation pay.
- (l) Prior to vacation, if any employee becomes ill or disabled, employee may opt to reschedule vacation.
- (m) Annually, the employee may request a written recap of vacation accrual, which shall be provided within two weeks of the request.
- (n) Employees may use vacation in hourly increments.
- (o) Nothing shall prohibit the Employer and employee to agree to cash out the excess vacation time in lieu of a carryover to the succeeding year.

## **ARTICLE 7. SICK LEAVE**

- (a) New hires will be entitled to one (1) day per month sick leave with full pay dating from date of employment for twelve (12) months. An employee shall not be entitled to paid sick leave until completion of the probationary period; however, thereafter the employee shall receive credit retroactively to date of hire. After one (1) year, employees shall be entitled to an additional one-half (1/2) day per month to be credited to an Extended Sick Leave Bank (ESL). Part-time regular employees shall earn prorated sick leave as outlined herein. An employee may opt to use up to three (3) days per year for personal reasons upon approval by the Employer.

**ARTICLE 7. SICK LEAVE** *(continued)*

Use of Extended Sick Leave Bank (ESL)

- (a) **Waiting Period.** ESL is to be used for absences from work that exceed seven (7) consecutive calendar days and that are necessary because of the employee's own disability. ESL will commence on the eight (8th) day and shall be integrated with State Disability Insurance and/or Workers Compensation Insurance. The Employer will pay an amount, which added to the State Disability, or Workers Compensation Benefit will equal the employee's regular wage. Only the amount of ESL paid by the Employer shall be charged against the employee's ESL bank.
- (b) **Medical Verification.** Reasonable medical verification must be provided regarding an approved disability leave of absences to qualify for ESL.
- (c) The ESL bank will not be subject to any cash out provision upon retirement in the current Agreement.
- (d) Unused sick leave shall be cumulative, but no more than sixty (60) days of sick leave pay shall be paid during the employee's work year except in the case of serious injury or catastrophic illness.
- (e) Sick leave shall be integrated with the employee's State Disability Insurance and/or Workers Compensation Insurance. The Employer will pay an amount which added to the State Disability or Workers Compensation 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.
- (f) Employees who take a maternity leave of absence shall be allowed to use their accumulated sick leave. Employees may use accumulated sick leave for personal illness or to care for a member of the immediate family in the case of their illness.
- (g) When an employee has been absent from work for more than three (3) 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.
- (h) Follow-up doctor visits which result from an industrial injury shall be counted against accrued sick leave. Time not counted against sick leave, shall be unpaid. The Employer may request reasonable proof, such as a physician's statement, regarding such visits.
- (i) Annually, the employee may request a written recap of sick leave accrual, which shall be provided within two weeks of the request.
- (j) Upon retirement from active employment, employees hired prior to November 1, 2013 shall be entitled to be paid for accumulated sick leave at the rate of fifty percent (50%) of accrued unused sick leave, up to a maximum of sixty (60) days. Maximum payment shall be thirty (30) days. However, in order to be eligible for this benefit, said employee must have been employed with the same Employer for ten (10) years and retire under the pension plan provided for by the Employer under the Collective Bargaining Agreement.

## **ARTICLE 8. HEALTH AND WELFARE**

- (a) The Employer agrees to pay the premium of each employee and her/his dependents for the Office and Professional Employees Welfare Fund, Kaiser Group 328 Plan, Blue Shield of California Plan, Dental Plan Without Orthodontia, Life Insurance (\$70,000), Vision Care, Prescription Drug, and Accidental Death and Disability. During open enrollment, the bargaining unit may opt for orthodontic coverage. The cost of orthodontic coverage shall be fully paid by each bargaining unit employee by payroll deductions. 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. The Employer agrees to pay the entire cost of the present schedule of benefits of the Plan for the employee and employees' dependents as determined by the Trustees of the Plan as needed to maintain such schedule of benefits during this Agreement.
- (b) Should the Trustees of the Office & Professional Employees Welfare Fund establish an improved Health & Welfare package during the term of this agreement, such new package shall cover all employees with costs of such new package borne by the Employer, effective the date of establishment of the new program.
- (c) If an employee with one (1) year or more of service is off due to illness or accident, her/his health and welfare coverage shall only be paid by the Employer for three (3) months.

## **ARTICLE 9. HOLIDAYS**

- (a) The following days shall be designated as legal holidays without reduction in pay. New Year's Day, Martin Luther King, Jr.'s birthday, President's Day, three (3) hours on Good Friday (or another three (3) 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), Memorial Day, Independence Day, Labor Day, Cesar Chavez' Birthday, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day, and two (2) days designated as floaters and/or the employee's birthday, as well as such other holidays observed by the offices of the Employer. Further, the Employer shall close at noon on the last working day prior to Christmas Day and New Year's Day and the employer shall have the option of observing one additional day with pay on the day after Christmas or the day after New Year's Day. The Employer shall give at least fifteen (15) day's advance notice to the employees of the day so designated.
- (b) Any time worked on a designated holiday shall be paid for at two (2) times 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 days vacation shall be allowed for each holiday so occurring.

Whenever a designated holiday falls upon a Sunday, it shall be observed on the following Monday.

**ARTICLE 9. HOLIDAYS** *(continued)*

Whenever a designated holiday falls upon a Saturday, the employee will receive another days pay, or another day off with pay, during the contract year at the option of the Employer.

After completion of six months of employment, a regular full-time employee's floating holidays or birthday holiday may be taken on a day mutually agreeable to Employer and employee, Float holidays must be taken within the employee's anniversary year and shall not be carried over.

**ARTICLE 10. RESPONSIBILITY OF EMPLOYER**

- (a) The Employer, upon hiring each employee, shall make known to her/him the duties s/he is expected to perform and from whom s/he is to receive her/his instructions as to the policies and procedures of the establishment.
- (b) Job-related training that is necessary to perform an employee's job duties as determined by the Employer shall be provided on the employees paid time. All expenses related to such training shall be paid by the Employer.
- (c) The Employer will comply with all applicable local, state and federal Health and Safety ordinances, laws and regulations.

**ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES**

- (a) **Temporary Employees:** The Employer may hire temporary workers (not to exceed ninety (90) days cumulative within a twelve (12) month period) to perform extra work such as filing, answering telephones or copying, at seventy-five percent (75%) of the entry level starting rate of the General Skilled Office Employee.

Temporary employees shall not be entitled to any benefits under the terms of Articles 6, 7, 8, 12, 13, 15, 18, 19, and 28 unless the term of their employment exceeds ninety days as provided in this article. Temporary employees who are replacing employees on

Parental Leave and/or Leave of Absence or special project shall remain on a temporary basis for the tenure of such leaves. However, if such temporary employee is placed on a permanent status, such employee shall receive seniority from the first date of employment.

- (b) **General Skilled/New Hired Employee:** Performs simple duties under moderate supervision, such as filing, copying, answering phones, routine data entry, preparing materials for mailings. New Hires under this provision shall be paid according to the Collective Bargaining Agreement terms of:

First seven (7) months.....70% of Administrative Assistant I hourly rate  
Second seven (7) months.....80% of Administrative Assistant I hourly rate  
Third seven (7) months.....90% of Administrative Assistant I hourly rate  
Thereafter.....100% of Administrative Assistant I hourly rate

**ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES** *(continued)*

- (c) **Administrative Assistant I:** Performs responsible clerical work requiring previous experience and the ability to carry out a large variety of clerical duties with little supervision. Examples: Has the primary responsibility for collection of all monies received (chief dues collector); assists with members Health & Welfare and/or Pension problems; writes basic correspondence on own initiative; interviews; dispatches. With appropriate and sufficient training, is computer literate in office data entry and word processing programs.

The base wage for Administrative Assistant I shall be: \$22.20

- (d) **Administrative Assistant II and/or Accounting Bookkeeper:** Performs multi-step office operations under general supervision such as accounts receivable, accounts payable, reconciling bank statements, posting and spreading journals and/or ledgers, preparing bank deposits, payroll, routine financial reports, membership reconciliation, membership audits, administering insurance programs for members and/or staff; typing and formatting from rough-draft such items as correspondence, contracts, reports; preparing materials for mailing, presentation, dictation and transcription, performs general office work in relieving an executive of clerical duties, writes correspondence on own initiative; handles matters of a confidential nature, performs related duties as required. With appropriate and sufficient training, is computer literate in office word processing programs and bookkeeping programs.

The base wage for Administrative Assistant II and/or Accounting Bookkeeper shall be: \$22.42

- (e) **Executive Secretary:** At the direction of the President/Business Manager: manages calendars, screens correspondence and inquiries managing special projects, serving as liaison, supervising one or more office staff. Requires administrative support or project coordinator role, including supervision of office staff. Experience and strong knowledge in a variety of computer software applications in word processing, spreadsheets, database and presentation software, Microsoft Word, Excel, PowerPoint, Access are also required. Quick thinking, flexible and able to manage multiple and diverse responsibilities with strong emphasis on organizational skills and attention to detail at all times. Must have high degree of integrity, tact, professionalism, diplomacy and political savvy. Excellent oral and written communication, problem solving and project management skills.

The base wage for Executive Secretary shall be: \$23.45

- (f) Nothing shall prevent the Employer from paying higher than the minimum set forth above.
- (g) 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.
- (h) All regular part-time employees shall receive all the benefits of the Agreement on a pro-rata basis.

**ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES** *(continued)*

- (i) New employees who have had previous experience in a Trade Union office shall be credited with such experience and shall be placed in the wage schedule in accordance with such credit. New employees who have had previous comparable experience in offices other than Trade Union offices shall be credited with such experience up to a maximum of twenty-four (24) months.
- (j) Work in a higher classification is to be paid at the higher rate of pay after a minimum of four (4) hours work in the higher classification.
- (k) Any positions not now covered by this Article, or any positions which may be established during the term of this Agreement, shall be subject to negotiations between the Employer and the Union. Such positions shall not be established and put into operation until such time as agreement is reached between the parties as to classification and rate of pay for the position. In the event the parties are unable to agree as to the classification and rate of pay for the position in questions, the dispute shall be resolved in accordance with the provisions of subsection (b) of Article 29 of this Agreement.
- (l) Any jobs created by virtue of the above shall be offered to qualified employees within the collective bargaining unit prior to the Employer hiring new employees. In the event any employees within the collective bargaining unit would be displaced; the Employer agrees to institute a reasonable training program in an effort to qualify such employees prior to hiring any new employees.

**ARTICLE 12. PENSION PLAN**

- (a) The Employer agrees to contribute into a Trust Fund known as the Western States Office and Professional Employees Pension Fund for the account of each permanent eligible employee working under this Agreement the sum of ninety-eight (98) cents per hour for part-time employees. All part-time employees' pension contributions shall not exceed the weekly rate for regular full-time employees. Employer agrees to contribute the sum of Eighteen Dollars and seventy-two cents (\$18.72) per week for all regular full-time employees.
- (b) Eligibility coverage under the plan shall be that employees shall have contributions made on their behalf for all hours paid.
- (c) The Employer shall pay an amount equal to 21% of the full-time employees' salaries into the Trust Fund known as "Office and Professional Employees International Union Pension Plan".
- (d) Upon an employee's written request, the Employer may agree to participate in and to deduct voluntary employee contributions from an employee's payroll and to forward them to a qualified 401(k) plan.
- (e) The Employer shall pay contributions on behalf of each bargaining unit employee as defined in the incorporated rate of the Supplemental Employer Contribution Schedule, as defined by the Trustees for the Pension Plan.

### **ARTICLE 13. 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) weeks notice in writing or one weeks 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) weeks 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) The Employer shall have the right to discharge any employee for just cause, but no employee shall be discharged or discriminated against by reason of Union membership or Union activities.
- (c) Employees shall not be discharged unless the Employer has given the employee a letter of warning (with copy to the Union) setting forth complaint. Employee shall be allowed a reasonable period of time to correct such complaint. Letters of complaint will be invalid after a period of six (6) months.
- (d) In the event an employee terminates, for any reason, after six (6) months employment, s/he shall be entitled to pro-rated vacation pay from the Employer.

In cases of discharge or layoff of employees of six (6) months continuous service, good or sufficient reasons shall be given the Union two (2) weeks prior to the date of termination of employment.

### **ARTICLE 14. SEVERANCE PAY**

In the event of a merger, amalgamation of job positions or office closure directly causing the abolishment of a job, the employee(s) shall receive one (1) weeks pay for each year of employment with a maximum severance pay of ten (10) weeks where the employee is not immediately employed by the resultant Union or offered reasonable employment, and where the employee(s) is not eligible for full Social Security retirement benefits. This article shall not apply to new hires until they are employed five (5) years.

## **ARTICLE 15. LEAVES OF ABSENCE**

Applications for leaves of absence for parenting, illness, illness within the immediate family including domestic partner, or injury, shall be granted without pay.

Employees may be granted leaves of absence for reasons stated up to thirty (30) working days and may be extended in thirty (30) day increments thereafter 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. An employee who is on a leave of absence for illness, injury, or parenting shall give the Employer a minimum of one (1) weeks notice of intention to return to work. Conditions of leaves of absence shall be reduced to writing and substantiated 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.

Leaves of absence for a non-compelling nature may be granted at the option of the Employer for reasonable periods of time. Such leaves 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.

During leave of absence without pay for duly authorized military leave, all rights and benefits shall continue for the first thirty (30) days of such leave; seniority, however, shall continue to accrue indefinitely throughout the period of such leave. Conditions of leaves of absence shall be reduced to writing.

Notwithstanding the Leave of Absence provisions above, the Employer agrees to comply with all State and Federal laws and regulations regarding leaves of absence. Where laws conflict, the Employer shall provide the employees with the greater of the benefits.

Employees shall be granted unpaid leaves of absence by the Employer for Union activities for a period not to exceed two (2) weeks. Such leaves of absence may be extended by mutual agreement for a like period if written permission is secured from both the Union and the Employer.

## **ARTICLE 16. SENIORITY**

Seniority shall be defined as the length of continuous service with the Employer from last date of hire. When making promotions, the principle of seniority shall govern where qualifications and ability are adequate.

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

**ARTICLE 16. SENIORITY** *(continued)*

Voluntary quitting, unauthorized leave of absence, or discharge for cause, terminates seniority. Layoffs due to lack of work do not break seniority unless such layoffs exceed twelve (12) months.

The employees hired by the Employer shall undergo a one hundred twenty (120) calendar day probationary period and during these first one hundred twenty (120) calendar days of employment, they shall be covered by the terms and conditions of the Agreement except they shall not have recourse to the Grievance Procedure if terminated during the first one hundred twenty (120) calendar days of employment.

Position openings covered by this agreement shall be posted for five (5) working days to afford employees an opportunity to apply for such jobs.  
Lunch hours shall be selected by seniority.

**ARTICLE 17. ADMITTANCE OF UNION REPRESENTATIVES TO OFFICE OF EMPLOYER**

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

**ARTICLE 18. BEREAVEMENT LEAVE**

In the event of a death in an employees' immediate family, the Employer will permit the employee to take the necessary time off, with full pay, up to a maximum of three (3) days to attend the funeral, unless the funeral is out of state, in which case the maximum period of time shall be five (5) days. The immediate family shall include: father, mother, aunt, uncle, children, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, or any IRS dependant living in the employee's household. In the case of the death of spouse, domestic partner, (or spousal equivalent) the Employer will permit the employee to take five (5) days. Reasonable proof of death and location of the funeral shall be required to qualify an employee for bereavement leave.

**ARTICLE 19. JURY DUTY**

In the event an employee is called for jury duty, the Employer shall pay such employee the difference between the pay received for jury duty and employee's regular pay up to twelve (12) working days. Time spent on jury duty shall be considered as part of the employees' regular workday. To be eligible for jury pay, an employee is not required to be impaneled.

Any employee, who is served with legal process to appear, or give testimony, shall receive full pay and benefits for the period of absence less any monies received by them. The aforementioned legal process must be work related.

Employee must report to work if called for Jury Duty but does not serve and is released by 12:00 noon to be validated by a Court Clerk and/or authorized person of the Court.

## **ARTICLE 20. DINNER MONEY**

An employee who is required to work two (2) hours or more beyond the close of the regular work day or any employee who is released at the close of the regular work day and is instructed to report back to work within two (2) hours, shall be entitled to Ten dollars (\$10.00) dinner money or, in lieu thereof, shall be furnished with dinner by the Employer.

## **ARTICLE 21. TRAVEL TIME**

Employees who are required to use their own vehicles to travel during working hours, performing Employers business, shall be paid mileage at the IRS allowable rate, plus any expenses incurred such as parking and bridge tolls. Examples such as but not limited to commuting between various Employer offices, post office and bank

## **ARTICLE 22. PARKING**

The Employer shall provide free parking within a four (4)-block radius of the employees place of employment or provide transportation within the county.

## **ARTICLE 23. AUTOMATION**

- (a) When the Employer introduces or uses any data processing equipment, computer equipment or similar automated devices, the Employer will arrange for training individuals to assume the duties required for the operation of the above equipment.
- (b) It is further agreed by the parties that suitable openings will be found within the bargaining unit for those persons who may be displaced by the introduction of automated equipment and who do not qualify for its operations, provided those individuals have sufficient ability to perform the available work.
- (c) It is understood and agreed that for the purposes of this Section, those persons displaced by the introduction of automated equipment shall be those whose job is directly affected or indirectly affected by any resulting "bump" in accordance with Article 16.
- (d) When the Employer makes such technological changes as it deems necessary, such as, but not limited to, introduction of automated office machinery, it will notify the Union and explain the nature and effect of such change.
- (e) The Employer agrees to offer the new positions created by the introduction of such technological changes to present employees who are qualified to fill those positions, before hiring from the outside market. Employees will be given a reasonable time in which to prove their ability to qualify for a permanent appointment to another position. The Employer shall provide a reasonable training period.

## **ARTICLE 23. AUTOMATION** *(continued)*

### Computer Terminals:

1. The Employer shall reimburse the employee for the difference in cost between the actual cost of an eye examination and the vision plan coverage, upon presentation of the bill by the employee once each contract term. If as a result of this examination the employee is required to purchase new or special glasses for this sole purpose of work on a computer, the cost of such purchase shall be borne by the Employer up to one hundred dollars (\$100.00).
2. Acoustic screening and/or noise covers shall be used on all printers to reduce noise emissions when the noise levels exceed 55 decibels.
3. Every employee using a computer shall be required to take a fifteen (15) minute respite from their screen work for every two (2) hours of continuous work on the computer. This respite shall be to perform other work within the job spec, or shall be the normal lunch or break period.
4. Pregnant women – upon request, a pregnant employee shall have the right to be assigned other available duties or to be temporarily appointed to another available position. The Employer agrees to make a reasonable effort to arrange for such other available duties or temporary assignment.
5. Each computer shall be maintained by qualified personnel and checked for flicker, clarity of image, size of image, contrast, brightness and adjustability. Each computer unit shall be inspected every six (6) months.
6. 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 computers;
  - (e) Wrist rest, foot rest and document holder shall be provided;
  - (f) Upon request, the Employer agrees to provide the services of a certified ergonomic specialist to evaluate each employee's computer workstation and make recommendations for any necessary modifications no more than once during the life of this agreement.

## **ARTICLE 24. 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 25. 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 26. SHOP STEWARD**

The Union may appoint Stewards who are to be considered representatives of CWA Local 9415 and who shall participate in the settling of grievances, signing new members, and other duties as outlined by the Union.

## **ARTICLE 27. DEPENDENT CARE ASSISTANCE PLAN**

The Employer agrees to implement a dependent care assistance plan as provided by and in conformity with Section 129 of the Internal Revenue Code, provided:

- (a) At least one (1) employee covered by this Agreement requests the implementation of the plan and indicates her/his intent to participate in the plan;
- (b) Said employee has at least one (1) year of service with the Employer;
- (c) The plan can be implemented and administered in conformity with applicable laws and regulations; and
- (d) The Employer is held harmless from tax penalties in the event of unanticipated legal problems with the Plan.

Notwithstanding subsection (b) above, the Employer may, at the employee's discretion, implement the plan for an employee or employees with less than one (1) year of service.

## **ARTICLE 28. TUITION REIMBURSEMENT**

Employees are eligible for tuition reimbursement for training related to the employees current work assignment or to career advancement with the Employer. Employees shall receive full reimbursement for tuition and related costs, including textbooks, but excluding costs for travel and meals unless agreed to at the discretion of the Employer, upon presentation of (1) receipts showing such payment has been made, and (2) a certification of completion indicating the training was successfully completed with a grade of "C" or better.

Cost for this purpose shall not exceed Five Hundred Dollars (\$500) per calendar year and must have prior approval of the Employer. Said amount may accumulate for no more than three (3) years to a total of no more than One Thousand Five Hundred Dollars (\$1500).

## **ARTICLE 29. GRIEVANCE PROCEDURE**

- (a) All disputes, complaints or grievances arising out of this Agreement shall be first taken up between the Union and the Employer within thirty (30) days of occurrence or in the event of discipline, demotion or discharge within ten (10) days of occurrence. Failing satisfactory

**ARTICLE 29. GRIEVANCE PROCEDURE** *(continued)*

settlement thereof, either side shall within seven (7) days refer such dispute, complaint or grievance to mediation established by this Section.

- (b) In the event mutual agreement cannot be reached within the time limits specified, the State Conciliation Service, American Arbitration Association or the Federal Mediation Service shall be asked to name a panel of five (5) individuals from which one shall be selected by the parties within fourteen (14) calendar days after receipt of the names provided by one of the aforementioned Services.

Any decision within the jurisdiction of the Arbitrator shall be final and binding upon all concerned. The expenses and salary incident to the service of the Arbitrator shall be shared equally by the Employer and the Union.

- (c) The parties may agree to waive time limits.

**ARTICLE 30. SUCCESSORS AND ASSIGNS**

- (a) This Agreement shall be binding upon the successors and assigns of the parties hereto.

In the event that a succession or assignment takes place and the successor is out of the jurisdiction of this contract, the Employer agrees to negotiate with the Union on the rights and benefits of the employees covered by this Agreement.

- (b) Whenever possible, in the event of a merger, amalgamation of job positions or office closure directly causing the abolishment of a job or permanent termination of employment, such covered employee(s) shall receive a continuation of Health and Welfare premiums for a period not to exceed three (3) months from date of termination if subsequent employment does not provide Health and Welfare coverage during this period.

If an office closure is the result of the financial insolvency of the employer and inability to pay continuation of premium shall not be applicable. Whenever possible employee(s) will be given sixty (60) days advance notice in writing of such closure.

**ARTICLE 31. INDUSTRIAL WELFARE COMMISSION ORDER**

In the event the existing I.W.C. Order #4-89 covering Professional, Technical, Clerical, Mechanical and similar occupations becomes invalid, the provisions of this order shall automatically be incorporated in the Collective Bargaining Agreement.

**ARTICLE 32. CHILD CARE**

When the Employer negotiates a child care provision into any Local 29 contract, said provision shall be open for negotiations under this Agreement for inclusion therein.

### **ARTICLE 33. PERSONNEL FILES**

An employee may request the contents of his/her personnel file, exclusive of pre-employment materials, be open to her/his inspection upon request.

Employees may be provided with a copy of all or any portion of materials in their personnel file. If after examination of her/his records an employee believes that any portion of the material is not accurate, employee may request in writing for correction of records.

### **ARTICLE 34. HEALTH AND SAFETY**

Employer shall make every effort to provide and maintain safe working conditions and industrial health protection for employees. All work performed will be in compliance with all safety standards and OSHA regulations. Because the Labor Department has given the State of California the authority to regulate and enforce industrial safety as permitted by the Occupational Safety and Health Act, Employer agrees to abide by the regulations outlined by CAL OSHA.

### **ARTICLE 35. SCOPE OF WORK**

The Union claims as its work jurisdiction all clerical support services normally associated with the productive, professional and effective operation of an office. This includes the duties and functions described in the job descriptions contained herein.

It is recognized that in unusual or infrequent situations, it may be necessary for these functions to be performed by non-unit employees.

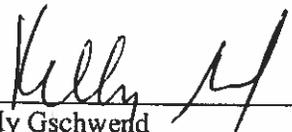
**ARTICLE 36. DURATION OF AGREEMENT, PROVISIONS FOR AMENDMENT**

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from November 1, 2016, through October 31, 2019 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 a section 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.

**FOR THE EMPLOYER  
OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION, 29 AFL-CIO, CLC**

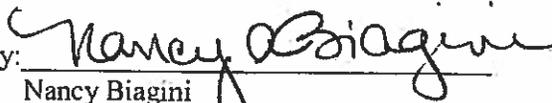
By:   
Tamara R. Rubyn,  
President/Business Manager

Date: 2/16/2017

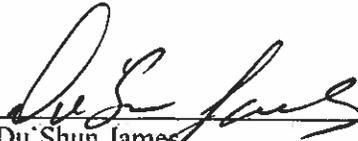
By:   
Kelly Gschwend  
Vice President/Business Representative

Date: 2-27-17

**FOR THE UNION  
COMMUNICATION WORKERS  
OF AMERICA DISTRICT 9**

By:   
Nancy Biagini  
Staff Representative

Date: 11/6/16

By:   
Du' Shun James  
First Executive Vice President  
CWA, Local 9415

Date: 2/17/17

By:   
Lily T. Muñoz  
Steward/Bargaining Committee

Date: 2/17/17

Letter of Understanding

Between

Communication Workers of America, Local 9415

And

Office and Professional Employees International Union, 29, AFL-CIO, CLC

The parties agree to the following terms and conditions for current employees:

**ARTICLE 11. CLASSIFICATIONS AND MINIMUM WAGE SCALES**

Effective November 1, 2016, wage rate increase of seventy-five cents (\$0.75).

Effective November 1, 2017, wage rate increase of fifty cents (\$0.50).

Effective November 1, 2018, wage rate increase of fifty cents (\$0.50).

Current employees who have completed probation will receive a bonus of \$300.00 effective November 1, 2016.

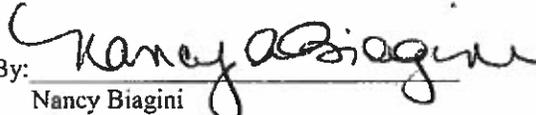
Employee	Effective 11/1/16	Effective 11/1/17	Effective 11/1/18
Lily T. Muñoz	\$28.79	\$29.29	\$29.79
Darlene Parra	\$26.91	\$27.41	\$27.91
Sarah Paredes	\$26.16	\$26.66	\$27.16
Angel Willard	\$20.18*	\$22.92	\$23.42

\*Angel Willard new hire rate until 120 day probation rate, effective February 21, 2017 rate is \$22.42.

**FOR THE EMPLOYER  
OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION, 29 AFL-CIO, CLC**

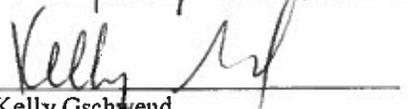
**FOR THE UNION  
COMMUNICATION WORKERS  
OF AMERICA DISTRICT 9**

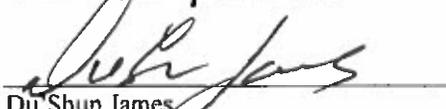
By:   
Tamara R. Rubyn,  
President/Business Manager

By:   
Nancy Biagini  
Staff Representative

Date: 2/16/2017

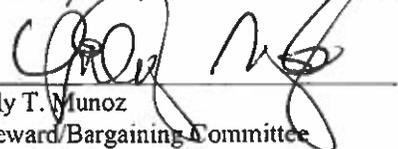
Date: 11/16/16

By:   
Kelly Gschwend  
Vice President/Business Representative

By:   
Du Shun James  
First Executive Vice President  
CWA, Local 9415

Date: 2-27-17

Date: 2/17/17

By:   
Lily T. Munoz  
Steward/Bargaining Committee

Date: 2/17/17