

NATIONAL AGREEMENT
BETWEEN
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
AFL-CIO
AND
COMMUNICATIONS WORKERS OF AMERICA
EFFECTIVE
OCTOBER 1, 2022 – SEPTEMBER 30, 2027



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PREAMBLE

This Agreement, hereinafter referred to as the National Agreement, is between the Communications Workers of America, referred to as the Employer hereinafter, and the Office and Professional Employees International Union, hereinafter referred to as the Union.

The Employees of the Communications Workers of America covered by this Agreement are employed in the following administrative units of the Employer:

- 1) Headquarters Administrative Unit includes: Executive Office; Secretary-Treasurer's office; Telecommunications and Technologies; Public Workers; TNG, NABET, and AFA.
- 2) District Administrative units are as follows: 1, 2-13, 3, 4, 6, and 7.
- 3) Division Administrative units: IUE.

ARTICLE I Term--Modification

Section 1.01 The provisions shall become effective October 1, 2022 and shall remain in effect until midnight September 30, 2027.

Section 1.02 This Agreement shall remain in effect to its primary termination date of midnight September 30, 2027, and from year to year thereafter, subject to modification or cancellation at the end of its primary term or at the end of any subsequent year, upon sixty (60) days prior written notice by either party by registered mail.

Section 1.03 Amendments made during the term of this Agreement must be reduced to writing, numbered serially and signed by the parties hereto, and then shall become a part of this Agreement.

Unless specifically provided for, the terms and conditions of the National Agreement shall prevail.

ARTICLE II Recognition

Section 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all office employees employed by the Employer, including those employees who are normally assigned to work less than five (5) full days each week. Those employees excluded by specific Agreement and those employees whose work is supervisory in nature, as defined by the National Labor Relations Act, and those employees not covered by the jurisdiction of the OPEIU are not recognized. Effective December 4, 1977, the positions of secretary to the Assistants to the President are no longer in this unit.

Section 2.02 An employee covered by this Agreement, who is selected to fill a position outside the bargaining unit, may return, without loss of seniority, if the return is within six (6) months after leaving the bargaining unit. The employee will be returned to their former position or its equivalent. This provision will apply when the return is initiated by the employee or the employer. When a bargaining unit employee has been selected to fill a non-bargaining unit position, that employee will cease performing all bargaining unit work within fifteen days of their selection. If the Employer chooses to fill the vacant bargaining unit position, it will do so in accordance with the provisions of Article VI, or assign the bargaining unit work to another bargaining unit employee.

Section 2.03 When the Employer needs additional help and/or new workers, they may first make application for these workers to the Union, and the Union shall at all times endeavor to supply competent and efficient workers. If the Union is not able to supply the workers, the Employer may recruit workers elsewhere.

Section 2.04 It is agreed that temporary employees may be hired for a period not to exceed 60 calendar days. The Employer shall notify the Union of the starting date of any temporary employees and the anticipated length of their employment. If the work for which the temporary is hired exists, or can be expected to exist, at the completion of the 60-day period, the position will be posted at the completion of the 60-day period and the position will be filled in accordance with the provisions of article VI of this Agreement.

Section 2.05 No bargaining unit work may be performed by non-bargaining unit employees, with the exception that administrative secretaries may be assigned to perform the duties of bargaining unit secretaries when the bargaining unit secretaries are absent from work for 2 days or less.

When bargaining unit employees are temporarily transferred to perform non-bargaining unit work for a period of one-half day or more, they shall be compensated for all time actually worked in such non-bargaining unit positions. The employees will receive the rate of pay for the higher job classification.

Section 2.06 The Employer agrees to discuss with the Union any proposal to abolish, create, or reclassify jobs which fall within the classification system agreed upon by the Employer and the Union, and which fall within the jurisdiction of the Union as recognized by Article II.

Section 2.07 It is agreed that where the Union or the Employer feels that a job is presently improperly slotted under the current classification system, it shall notify the other party of the fact and the job will be reviewed. The Employer and the Union will thereupon enter into negotiations to resolve it. If no resolution can be reached within a reasonable period of time, the Union or Employer may refer the matter to mediation and/or arbitration procedure.

Positions that are upgraded shall be posted for informational purposes only. A copy of the posting will be given to the appropriate Chief Shop Steward.

Section 2.08 No employee will lose his/her job or suffer a reduction in pay or benefits as a result of work placed with an outside organization.

Section 2.09 If OPEIU identifies work being performed by persons paid as GF or SIF employees who are not currently represented by another union, or that in OPEIU's opinion, could be done by OPEIU represented employees, CWA agrees to meet and discuss the situation. CWA may agree to 1) move the work to an OPEIU represented employee or 2) move the GF/SIF employee into the OPEIU represented bargaining unit. In either such case, it will be recognized that GF/SIF positions are temporary and that any change is unlikely to result in a permanent OPEIU represented position. NOTE: CWA may choose to make no change in the assignment of the identified work.

If an employee in a GF/SIF position is moved into the OPEIU bargaining unit, he or she will not be covered by the no-layoff language, or become a participant in the CWA Pension Plan. Other limitations on the application of other articles in the OPEIU Agreement will be discussed if and when the position comes to be covered by that Agreement. However, when an employee that is in a GF/SIF position will be considered vested at five (5) years of service and will be eligible to participate in CWA's pension plan with credit for all time worked.

ARTICLE III Union Shop

Section 3.01 All employees coming under the terms of this Agreement shall become members in good standing of the Union, after their probationary period of 60 working days, except Programmer/Analyst, whose probationary period shall be six months, and shall remain members in good standing for the term of this Agreement.

The foregoing section requiring, as a condition of employment, membership in the Union, shall not apply until on or after the sixtieth work day following the beginning of such employment or the effective date of this Agreement, whichever is the later. The Employer shall not be held to have violated this paragraph, if it employs an employee who is not a member of the Union in good standing, if the Employer has reasonable grounds for believing that membership in the Union was denied to such employee or such employee's membership in the Union was terminated, for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 3.02 The Employer will check off monthly dues and initiation fees as designated by the officer of the Union, as membership dues in the Union, on the basis of individually-signed voluntary check-off authorization cards. Once each month the proceeds of these deductions will be paid to the Secretary-Treasurer of the Union.

Section 3.03 Each Administrative Unit covered by this Agreement will give to the designated OPEIU Local Representative of each unit, a list of the employees who have satisfactorily passed their probationary period. The said Local Representative will be responsible for having this employee sign a payroll deduction card, which will be turned over to the Accounting Department of the Employer for processing.

Section 3.04 The Employer agrees to make available to the OPEIU facilities for the mounting of an OPEIU bulletin board. It is understood that the board shall be mounted by the OPEIU in a location agreeable to the Employer and said board shall be in keeping with the general

surroundings. It is further understood that the material posted on this board by the OPEIU shall not be critical or condemnatory of the CWA.

ARTICLE IV

Seniority--Layoff-Recall

Section 4.01 In cases of increases or decreases of the working force, in each Administrative Unit, the rule of seniority shall prevail; that is, the last employee hired shall be the first to be laid off, and vice versa when recalled for service. The parties to this Agreement realize that it will not be feasible in all instances to layoff and recall on the basis of seniority because of the specific training and experience required in some classifications. The Employer may deviate from strict seniority in some instances, but it is the intention of this clause to provide maximum protection for seniority. Any contemplated layoffs will be discussed with the Union.

For the term of this Agreement, CWA agrees that it will not layoff any full time, OPEIU employees covered by the National Agreement and employed on the date that this Agreement is ratified except that, if CWA experiences a significant loss of income over a three month period, the parties will meet to discuss the impact of such loss of income, and, if layoffs are necessary, CWA agrees to negotiate with Local 2 to keep layoffs to a minimum, including offering incentives for voluntary layoffs and retirement incentives.

Headquarters Bargaining Unit:

A surplus employee can displace a less senior employee in the same labor grade or lower labor grade as long as they can meet the qualifications of the job posting on the first day. Also, must be in the same administrative unit and the same location.

District Bargaining Units:

A surplus employee can displace the least senior employee in the same labor grade or lower labor grade as long as they can meet the qualifications of the job posting on the first day. Must be first in the same location and then in the same administrative district.

Section 4.02 The Employer shall prepare from existing personnel records a seniority roster of all employees presently covered by this Agreement on the first working day after July 1 of each calendar year, based on the beginning date of uninterrupted and continuous employment. The appropriate OPEIU Local Representative shall be furnished with a copy of such seniority roster.

Section 4.03 Seniority and its application as set forth in Section 4.01 of this Article shall be confined to the respective Administrative Units.

Section 4.04 Seniority shall accumulate as the result of time worked, or otherwise given credit for by Agreement between the parties, from the date of continuous employment within the bargaining unit.

Section 4.05 Net credited service shall be applied to OPEIU members the same way it is applied to the Officers, staff and/or other employees at CWA.

ARTICLE V
Hiring Above Starting Rates

Section 5.01 Before hiring above the starting rate provided in the rate ranges associated with this Agreement, the Employer agrees to negotiate with the Union on this matter. In the event the parties are unable to reach Agreement, it is understood that the Employer will have the right to hire above the starting rate.

ARTICLE VI
Job Description--Job Postings--Application

Section 6.01 The Employer will make available to the OPEIU upon written request, a written job description on each job classification in the bargaining unit.

Section 6.02 When vacancies occur in job classifications covered by this Agreement, notice of such vacancies and/or newly created job classifications shall be e-mailed to all bargaining unit employees for a period of ten (10) calendar days. Copies of such postings will be furnished to the appropriate OPEIU Local Representative of the Union. Any deviation from this provision will be discussed with the Union expeditiously.

Section 6.03 All bargaining unit jobs shall be posted in all administrative units. If there are no qualified bidders in the administrative unit of the original posting, employees who desire to transfer to another administrative unit may do so, in accordance with Article VI, Section 6.02 before hiring from outside.

Section 6.04 Temporary vacancies, which are anticipated to be over 45 days, will be posted in accordance with Section 6.02. Vacancies, which are expected to be for less than 45 days, may be filled under the provisions of 9.04.

Section 6.05 In situations where it is necessary to replace an employee on leave of absence under the provisions of Section 12.01, it is understood that, if a job bid is required the position shall be considered temporary. Any succeeding bid(s) that are a result of filling the temporary position shall also be considered temporary positions.

Section 6.06 When more than one employee applies for the vacancy, seniority shall be given primary consideration in the selection where qualifications and performance are relatively equal. The Union will be notified two days prior to the announcement of the successful bidder. When an employee is promoted, he/she will be moved to the new position within ten (10) calendar days of the selection and/or the employee will receive the pay for the new position within 10 calendar days of the selection.

Section 6.07 If tests are given to determine basic qualifications for vacancies, then uniform and standard scores must be mutually agreed upon by the Union and the Employer prior to the testing. The bidders who reach or surpass these agreed upon scores will be declared eligible bidders for the job. When more than one employee has been declared an eligible bidder, the employee having the greater seniority in this group will be declared the successful applicant when all other qualifications and performance are relatively equal. If a difference exists between the Employer and the Union as to the qualifications of an applicant, the Union shall be permitted, upon request, to review the results of any tests given.

In other areas where aptitude is to be measured, the standardized approved testing will be one of the criteria for evaluating all eligible bidders.

Section 6.08 Applications involving no change in pay grade (lateral transfers) need not be considered by the Employer unless such a change would provide for the applicant a better opportunity for future advancement.

One lateral transfer shall be granted, in accordance with the provisions of Article VI, Section 6.06, if the lateral bidder has three (3) years or more of service, and there are no qualified lower graded bidders. Additional lateral transfers shall be granted with a minimum of three (3) years of service between the initial lateral and each subsequent lateral transfer.

Section 6.09 Applications for positions shall be made out on the Job Bidding Forms when applying for positions. Applicants should email the Job Bidding Form to the Human Resources Director, Immediate Supervisor and the appropriate Shop Steward. One copy is to be presented to the appropriate OPEIU Local Representative and/or Shop Steward, at the time the original is filed to the Employer.

Section 6.10 Employees will be allowed a reasonable probationary period, not to exceed sixty (60) working days. If, during that period said employee, in the opinion of the Employer, fails to perform satisfactorily the duties of the new position, he/she will be permitted to return to his/her original position without loss of seniority. (Any deviation from this provision will be made only following consultation between the Union and Employer.) It is the intention of this clause to normally return an unsuccessful bidder to his/her original position.

Section 6.11 If the selection of an employee to fill a vacancy involves an inter-department lateral transfer, such transfers shall be made within thirty (30) calendar days of the date of the selection unless mutually agreed upon between the parties that the time limit be extended. If the parties do not agree to extend the time limit, the employee will be paid a five percent (5.0%) differential for all time worked beyond the thirtieth day.

Section 6.12 Consideration shall first be given to all CWA employees bidding on a job vacancy before seeking applicants from outside sources. No job vacancies shall be filled before the bidding process has expired.

Section 6.13 Surplus employees involuntarily moved to a lower grade shall have their wages reduced 1/3 after 12 months, 2/3 after 18 months and they will be at the rate of their new position after completion of 24 months.

Section 6.14 When an OPEIU employee is required by CWA to move forty 40 miles or more from one CWA office location to another due to office closure, relocation or layoffs, CWA will pay moving expenses defined as packing and moving expenses up to a maximum of seven thousand dollars (\$7,000). Employees will be given up to 14 calendar days, with pay, to relocate.

Section 6.15 Job evaluations will be done in January of each year. Typing speed for all positions now requiring 50 words per minute will be reduced to 40 wpm, effective on January 1,

2016. Positions requiring 30 wpm will not be changed.

By March 31, 2023, the parties will review all tests and determine jointly any changes to the level of the tests to be given, the minimum scores; including the words per minute typing speeds required for each position. Any person approved for consideration for upgrade by the job Evaluation Committee must pass all tests, or have worked in the position for a minimum of 120 working days, before the final review by the committee for an upgrade. *Note: We will also talk about the secretary title change.*

The appropriate Chief Shop Steward will be notified when a test is given, the number of times the test is given to each individual taking the test, and the score of each test. Employee will be given three chances to pass a test in a six month period when bidding on a non-posting position. Employees who are bidding on a posted position shall have two chances to pass a test during a posting period.

ARTICLE VII

Employment--Discipline and Discharge

Section 7.01 The Employer reserves the right to employ or dismiss in accordance with the seniority provisions of Article IV, Section 4.01 herein, as the conduct of its business requires, and further reserves the right to make final determination of the qualifications of any applicant for employment prior to such employment or during the probationary period for new employees.

Section 7.02 The probationary period for new permanent employees shall be 60 working days which will include any time spent as a temporary employee in the same position, if the employee goes directly from temporary to permanent with no break in service without extension, except Programmer/Analysts whose probationary period shall be six months. At the expiration of the probationary period, the employee shall be placed on the employment rolls on a permanent basis, provided the work of the new employee is satisfactory to the Employer. Seniority shall then date from the original date of employment.

Section 7.03 Two weeks' notice or two weeks' pay in lieu of notice shall be given by the Employer in terminating the employment of a permanent employee, except in cases of gross misconduct on the Employer's premises.

Section 7.04 The Employer may discontinue the services of any employee, for just cause. In the event of discharge of an employee covered by this Agreement, the discharged employee shall be given reason for his/her discharge and the Employer shall notify the employee in the presence of an appropriate OPEIU Local Representative or in the presence of a Union Officer, except that when neither is available, such notification will be given to the appropriate OPEIU Local Representative as early as possible. In instances where an employee is notified by letter of his/her dismissal, a copy of the letter will be forwarded to the appropriate OPEIU Local Representative at the same time. In instances where the Employer finds it necessary to give an employee a final warning, the Employer shall render such final warning in the presence of an appropriate OPEIU Local Representative or Union Officer. If the employee requests that the OPEIU Local Representative or Union Officer not be present, the Employer shall apprise the OPEIU Local Representative or Union Officer of the nature of such final warning immediately

after the employee has been advised.

Section 7.05 In cases of written discipline and/or suspension from the work force, the procedure outlined in Section 7.04 shall be followed.

Section 7.06 Any employee who has been disciplined or discharged and who is subsequently exonerated, shall be reinstated without prejudice or loss of seniority and shall be compensated for any loss in wages and/or benefits, unless the mediation process or the arbitrator determines otherwise. Any complaint relative to a discharge must be filed with the Employer within five (5) working days of the time that the appropriate OPEIU Local Representative is notified of the discharge, or the matter will be considered closed.

Section 7.07 All personnel records kept by the Employer on an employee, that may affect the condition of such employee's employment, shall be subject to his/her inspection.

When entries are made to an employee's personnel record, the employee will be given a written copy of such entry. Upon written request from the Union, after a maximum of twelve (12) months from the date of an adverse entry in an employee's personnel record, where satisfactory improvement has occurred, the original adverse entry will be removed in its entirety, eighteen (18) months for suspensions.

ARTICLE VIII Hours of Work--Overtime

Section 8.01 The regular work week shall consist of five (5) seven (7) hour days, Monday through Friday (except in areas with different schedules, in effect as of the signing of this contract), exclusive of a lunch period, for all Employees. The lunch period will be 30 minutes, 45 minutes or one (1) hour determined by mutual consent of the Employee and Employer. It is agreed and understood that two relief periods of fifteen (15) minutes each, normally between 10:00 a.m. and 10:45 a.m. in the morning and between 3:00 p.m. and 3:45 p.m. in the afternoon shall be allowed. The normal work day shall be between 8:30am and 5:00 pm, provided, however, that other hours can be worked between the hours of 7:00 am to 5:00 pm by mutual agreement of the Employee and Employer. Once an employees scheduled hours of work are established they can only be changed for valid business reasons and after thirty (30) days notice. The Employer will first seek volunteers to change their scheduled hours of work. If no one volunteers, the least senior employee will be required to change their scheduled hours of work. Work performed in excess of seven (7) hours in any one (1) day or thirty-five (35) hours in any one-week shall be paid for at overtime rates, as hereinafter set forth.

Section 8.02 When an employee is requested to work overtime (other than Sundays and holidays), the overtime shall be compensated for at one-and-one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. An employee requested to work on the sixth (6th) day, Sunday, or holiday shall be guaranteed a minimum of four (4) hours' overtime pay. All work performed on Sundays and holidays shall be compensated for at double (two times) the employee's regular straight-time hourly rate of pay, in addition to his/her holiday pay. Employees required to work shifts which do not begin or end within two (2) hours of the normal work day shall receive a differential of ten percent (10%).

All time worked by an employee before or after his/her regular tour of duty shall be paid for at the rate of time and one-half, (except in areas with different schedules, in effect as of the signing of this Agreement).

The time worked on Saturday shall be paid for at the rate of time and one-half.

Section 8.03 If the employees are regularly employed (one week or more) on a night or evening tour of duty carrying differential, the rate plus differential shall be used when computing overtime.

Section 8.04 It is recognized by the Union that it is the responsibility of CWA to assure that all work is carried forward in an orderly, efficient, and expeditious manner, with the keeping of all work operations current the prime objective. This includes scheduling overtime if the same is deemed necessary by the Employer. Should the Employer decide that overtime is necessary the following procedure shall be followed in securing the required work force:

Step One:

Overtime shall be offered to the Employee already doing the job. If this Employee does not agree to overtime, qualified volunteers shall be recruited from the affected departmental work group by seniority.

Step Two:

If the required number of qualified employees needed is not secured through Step One, from among the remaining qualified employees, each will be given the opportunity to refuse.

Step Three:

If the required number of qualified employees is not secured through Steps One and Two, the required number will be secured by invoking scheduled overtime in the inverse order of seniority. Should this step be necessary, as much advanced notice as possible shall be given, but in no event shall this notice be less than two (2) days except in extreme emergencies. For emergencies at the end of an employee's normal tour of duty, the employer will give as much notice as possible and will reimburse the employee, up to a maximum of one hundred dollars (\$100.00) per incident, for any reasonable, unavoidable cost incurred by the employee working the mandatory overtime. The Employer may require a receipt for any such reimbursement.

Step Four:

When it is deemed necessary by the Employer that all employees will be required to work overtime, the Employer agrees to notify the Representatives of the OPEIU. Should this step be necessary, one day's advance notice shall be given to the affected employees. In the event an employee refuses to work overtime, without an acceptable valid reason, when it is scheduled through the use of Steps Three and Four, said employee shall be subject to disciplinary action in the form of a one-day (1-day) suspension for the first offense, two (2) days for the second offense, and shall be subject to dismissal for the third offense, provided however that the said three (3) offenses all occur within six (6) months of the date of the first offense.

After six (6) months have elapsed since the aforementioned first offense, said offenses shall begin to accumulate with the next offense. Under no circumstances shall the offenses be accumulative from one six-month period to any succeeding six-month period.

Section 8.05 The provisions contained in Article 8.02 through 8.04 shall not apply to the positions of Programmer-Analysts, Junior Programmers and Trainees. The Programmer-Analysts, Junior Programmers and Trainees shall be paid overtime for over forty (40) hours worked per week. Their rate of pay shall be one and one-half (1.5) times their salary rate based on a thirty-five (35) hour week (1,820 hours annually). Compensatory time off will be provided on an hour for hour basis for hours worked over 35, but less than 40. This compensatory time off must be taken by the end of the second pay period following the pay period when the additional hours were worked.

Section 8.06 An employee assigned a minimum of five (5) hours overtime shall be allowed one (1) ten (10) minute relief period for each three (3) hours worked.

Section 8.07 The Employer and the Union have jointly developed a detailed compressed work week option. Either compressed work week or summer hours or a combination of both could be used depending on the administrative head and the needs of the union.

Compressed Work Week Guidelines

Compressed work week is a voluntary alternative, mutually agreed upon by the employee and the supervisor and is intended to enhance employee productivity, creativity, job satisfaction and contribute to the solution of trip commute trip reductions.

CWA agrees to develop a compressed work week schedule that meets the following conditions:

- Employee has a minimum of 6 months service and has demonstrated satisfactory job performance.
- Approval of both the employee and immediate supervisor indicating agreement on the flex time restrictions.
- Approval and authorization of the applicable administrative head.

To apply for a flexible work schedule, employee must complete a flex-work schedule application that identifies the hours of work.

1. Compressed work week schedule must include work in administrative unit core hours (8:00 am to 5:00 pm) working 7 and $\frac{3}{4}$ hours daily for eight days and one 8 hour day in a two-week period. Employees participating in the compressed work week will be charged 7-3/4 hours for all time not worked for a day or more of sickness absence, vacation or personal leave. If an employee has vacation hours less than a full day at the end of the year, those hours would be scheduled as in the case of personal absence in an hour or more increments.
2. Minimum of 30 minutes lunch hour.
3. Compressed work week cannot be scheduled with personal time, vacation or any other reason a person would not be working the full 9 days scheduled.

4. Three unscheduled absences, within the last 60 days, while working a compressed work week schedule will cause employee to be ineligible for compressed work week scheduling for a period of 3 months.
5. Compressed work week scheduling cannot be done during exceptionally busy times or during any two-week period where a holiday falls.

Summer Hour Guidelines

After the first full week of the Memorial Day holiday and first full week before the Labor Day holiday, summer hours will be in effect for all OPEIU employees. Scheduling, administration and approval is pursuant to approval of the Department Head.

Summer hours shall be scheduled as follows:

Monday - Thursday 7-1/2 hours per day* and *Overtime after 7-1/2 hours

Friday - 5 hours** and **Overtime after 5 hours

Summer tour of duty (hours) will be established by each Department Head.

During any week where a holiday falls, summer hours will not be observed.

Employees participating in the summer hours schedule will be charged 7 1/2 hours for all time not worked for a day or more of sickness absence, vacation or personal leave. If an employee has vacation hours, less than a full day, at the end of the summer tour of duty, these hours would be scheduled as in the case of personal absence in an hour or more at a time.

Department Heads have the right to schedule essential personnel to work a regular tour of duty to ensure that the needs of the business are met. If non-bargaining unit employees are required to cover the two (2) hours on Friday, they shall be able to perform any work needed.

The employer has the right to terminate this agreement at any time.

Section 8.08 Payment treatment for tardy employees: CWA will allow a grace period not to exceed fifteen minutes. Employees arriving at work during the grace period will be considered tardy but will not be docked if they make up the time. Employees reporting to work after the grace period will be docked. If there is a pattern of continuous tardiness, disciplinary action that may include termination will be taken.

ARTICLE IX Supplementary Payments

Section 9.01 When required by the Employer to travel on Saturdays, time traveled shall be compensated at the rate of time and one-half; travel on Sundays shall be compensated for at double (two times) the employee's regular straight-time hourly rate of pay; and travel on a holiday shall be compensated for at double (two times) the employee's regular straight-time hourly rate of pay, in addition to his/her holiday pay.

Section 9.02 If an employee is called out to work and reasonable transportation is not available, the Employer may provide cab fare to and from the job. (Reasonable transportation shall be determined by the following: (a) the need for or lack of haste on the particular job or assignment; (b) the home location of the individual; (c) the hour of the day; (d) inclement weather.) The foregoing applies when employees are called out and work on the same day which is time not regularly scheduled.

Section 9.03 If an employee is required to work overtime three (3) hours beyond his/her regularly scheduled quitting time, or more than ten (10) hours on Saturday, Sunday or holiday, he/she shall receive a meal allowance of up to \$20.00 with appropriate receipts.

Section 9.04 When an employee works for one one-half (1/2) day or more cumulatively within a pay period, in a higher-rated title classification on a temporary basis, the employee will receive the rate of pay applicable to such higher classification.

Section 9.05 An employee assigned to train other employees and/or other duties (not generally termed productive work) not included as part of the employee's normal assignment for a half day or more, cumulatively within a pay period shall be paid a differential in amount of \$20.00 per day.

Section 9.06 Transportation Allowance (Metrochek/Smart Park/Parking):

OPEIU Headquarters employees, who park in the garage at 501 Third Street, will be offered the CWA rate for parking. Employee share of parking fees will be deducted from employees' paychecks via payroll deduction.

Effective with ratification, CWA will provide a transportation allowance (on a pre-tax basis) in the amount allowed under IRS guidelines. Parking allowance will be deducted from the cost of only the employee who pays for parking. Any employee receiving a grandfathered transportation allowance shall continue to receive that benefit instead.

Employees who work in the field and who utilize public transportation to the office shall also be entitled to the Transportation Allowance, up to the contractual amount allowable above, and will not be entitled to free parking.

The allowance shall be provided to those employees that (1) are not currently receiving a parking subsidy; (2) qualify under the IRS guidelines for tax-free status. In general, the IRS approves the following as tax-free benefits:

- (1) Transit Passes on bus - train - metro (monthly pass);
- (2) Qualified Van Pool (commuter highway vehicle - 6 adults) - provided by any person in the business of transporting persons for hire;
- (3) Parking - Transportation allowance will be deducted from the full cost of only the employee who pays for parking.

Section 9.07 CWA will maintain a Dependent Care Assistance Plan in conformance with IRS regulations.

**ARTICLE X
Vacations**

Section 10.01

Vacations with pay shall be granted to employees as follows:

<u>Vacation Allotment</u>	<u>Vacation Cap</u>
One week vacation to any employee who completes six (6) months of employment.	N/A
Two weeks' vacation for any employee who completes one (1) year of employment.	Five (5) Weeks
Three weeks' vacation to any employee who completes five (5) years of employment.	Six (6) Weeks
Four weeks' vacation to any employee who completes ten (10) years of employment.	Seven (7) Weeks
Five weeks' vacation to any employee who completes fifteen (15) years of employment.	Eight (8) Weeks

Note: The calendar year, for purposes of determining vacation allotment, shall begin on January 1 and end on the following December 31.

Vacation allotments shall be made on January 1st of each year. Employees are encouraged to use all vacation time each year, but unused time will be carried forward into the next year. However, as detailed above, there is a vacation allotment cap. Once an employee reaches the specified number of unused vacation weeks, further allotment of new vacation time will stop until the

following January 1st, at which point additional allotments in accordance with the schedule above will be given to the extent that the employee's total unused vacation time on that January 1st is below the cap.

Section 10.02 All accrued pro rata vacation time shall be paid to employees taking maternity leave or other leaves of absence up to the time of granting the leave of absence or upon termination of employment.

Section 10.03 The vacation schedule shall be agreed upon by mutual consent but employees shall have preference in accordance with seniority; provided, however, that at least one week of vacation may be taken in any increment(s) of less than one week for employees with less than 5 years of service. Employees with 5 or more years of service may select up to two weeks of vacation, a day at a time. Employees with 15 or more years of service, may select up to 3 weeks of vacation, a day at a time. When vacation is taken in such increment(s), notice of such intention must be given in advance. After an employee's vacation schedule has been approved, it can only be changed with the consent of the Employer.

In scheduling vacations the entire calendar year shall be open for vacation. However, in some work groups, there can be a limitation imposed by Employer on the number of employees who can take their vacations simultaneously.

Section 10.04 The Employer will, upon adequate medical certification, allow employees to change their vacation to sick leave and to reschedule their vacation of one (1) week or longer, if during their originally scheduled vacation, they are hospitalized; or if, during their vacation of one (1) week or longer, they are seriously ill or injured and such injury extends beyond the scheduled vacation period they will be allowed to change their vacation to sick leave and re-schedule that portion of their vacation during which they were actually ill or injured.

Section 10.05 Should a bargaining unit member die while actively employed by CWA, any unused vacation shall be included in the employee's final paycheck..

ARTICLE XI

Holidays

Section 11.01 The Employer shall allow time off with pay for thirteen (13) holidays, as follows: New Year's Day (January 1st); Martin Luther King's Birthday (3rd Monday in January); President's Day (3rd Monday in February), Good Friday (Friday before Easter Sunday), Memorial Day (last Monday in May); Juneteenth (June 19); Independence Day (July 4th); Labor Day (1st Monday in September); Columbus Day (2nd Monday in October); Veterans' Day (November 11); Thanksgiving Day (4th Thursday in November), The Friday after Thanksgiving; and Christmas Day (December 25th). In the year Inauguration Day occurs it shall be a holiday for all employees. In the event a regular holiday falls on a Saturday, the preceding Friday shall be observed. In the event a regular holiday falls on a Sunday, the following Monday shall be observed.

Employees absent without pay the day before and the day after a holiday will not receive pay allowance for the holiday.

Holidays or days observed as holidays under the terms of the Agreement falling within an employees' scheduled vacation period will be observed with pay by extending the vacation period one day as a compensating day.

In addition to the above holidays, all CWA offices will be closed between Christmas and New Year's.

Additionally, any employee wishing to take a vacation day on Christmas Eve day will be allowed to do so. Any employee working during the shutdown for purposes of Section 8.02 will be compensated at 1 times the employee's regular straight-time hourly rate of pay.

Section 11.02 In addition, any other holiday which may be hereafter declared a recurring holiday by the President of the United States or by an Act of Congress of the United States, will be declared a holiday.

Section 11.03 In addition to the above holidays listed in Article XI, employees will be excused three and one-half hours prior to scheduled departure time on the day before Thanksgiving, and on Christmas Eve. If the employee takes off that day, the employee will be charged a full day of leave.

ARTICLE XII

Leave and Time Off

Section 12.01 All requests for leave of absence shall be presented in writing to the Human Resources Department. The request shall specify the starting date, ending date and reason for the leave of absence. The Employer will answer requests in writing, specifying the disposition of the leave of absence request.

The Employer will make a reasonable effort, consistent with the effective operation of CWA, to grant the leave of absence. The Employer shall not arbitrarily deny a request for a leave of absence.

If an employee on leave requests to return prior to the expiration of the leave, the Employer will attempt to honor such a request consistent with the provisions applied when the leave would have expired.

Upon expiration of the leave of absence, the Employer will attempt to return the employee to his/her former position or its equivalent. If the former position or its equivalent cannot be offered, any available lower-rated job within the bargaining unit will be offered. If this is not possible, the employee will be placed at the head of the waiting list for jobs with the Employer until a job is offered. If the job offered is refused by the employee, he/she shall remain at the head of the waiting list for ninety (90) days at which time he/she shall be dropped from the waiting list. In no case shall the leave, plus the waiting period, be less than nine (9) months before the employee is dropped from the waiting list.

Leaves of absence, except as provided in Articles 12.02, 12.03, 12.04, 12.08 and 13.01 shall be without pay and benefits and shall not be considered as time worked in the accrual of rights and benefits under this Agreement. When returning from a leave of absence, an employee shall be credited for service prior to the leave of absence.

The employee agrees not to engage in any other employment while on leave of absence without the written approval of the Employer.

Section 12.02 Leaves granted for thirty (30) days or less shall be without pay, without loss of seniority, and benefits will remain uninterrupted.

Section 12.03 Physical disability leaves may be granted for employees with one (1) or more years but less than fifteen (15) years of service for a period of up to six (6) months. Physical disability leaves shall be without pay. Physical disability leave will be considered as time worked in the accrual of seniority and benefits.

The employee will be required to submit satisfactory medical evidence when requesting the leave. The employer will require continued medical reports during the leave of absence. Upon expiration of the leave, or when able to return to work, the employee will be returned to his/her former job or its equivalent.

Section 12.04 The employer shall upon written request grant an employee family care leave, without pay, to care for a seriously ill family member, or parental leave, without pay, to care for a newborn or adopted child for a period up to twelve (12) months.

Seniority will accrue during the period of family care or parental leave.

The employer shall maintain all health benefits for the entire twelve (12) months of leave.

The employee will be returned to his/her former position or a similar position within thirty (30) days of notice of intention to return to work. Such return to work shall be at the beginning of a payroll period.

When returning from the leave of absence, an employee shall be credited for service prior to the leave of absence.

Section 12.05 Employees shall be provided leave with supplemental pay during periods of required jury service and for service resulting from subpoena by any court of competent jurisdiction as applicable in each jurisdiction. An employee, who initiates any court action, even if subpoenaed, will not be paid by the employer for time lost from the job.

Section 12.06 Employees, who are eligible voters, shall receive sufficient time off without reduction in pay to vote on election days, not to exceed two (2) hours, and having given notice in advance of such absence.

Section 12.07 Employees shall be allowed up to five (5) days' compassionate leave that is to include the day of the funeral and may include the next two scheduled days after the funeral, without loss of pay, in the event of death of spouse, domestic partner, child, mother, father, step-parents, stepchildren, sister, brother, and foster parents, or other person standing "in loco parentis", which is the person(s) who stood in place of one of the employee's biological parent(s). As of September 1, 2008, new Employees must register the person(s) standing "in loco parentis" within 60 days of the completion of their probationary period. An employee

choosing to designate someone “in loco parentis” will not be entitled to the compassionate leave in the event of the death of the biological parent(s).

Employees shall be allowed three (3) days' compassionate leave, which is to include the day of the funeral and may include the next two scheduled days after the funeral, without loss in pay, in the event of death of mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchildren, or any other blood relative living under the same roof as the employee.

When a definite funeral obligation exists, the Employee will be allowed to use vacation or excused absence unpaid time off to attend the funeral. One day prior notification must be given, when possible. In addition, necessary time off for travel purposes, as measured by the fastest practical mode of transportation, shall be granted upon request of the employee when, in the Employer's judgment, such additional time is warranted.

Section 12.08 The Employer agrees to grant a leave of absence, without loss of seniority, but without pay and benefits, to any employee who is elected, or selected, for a union office which would involve full-time employment by the Local or International Union, not to exceed six (6) years.

Section 12.09 Time off with pay will be allowed for union activities to authorized employees servicing the National Agreement. It is the intent of this contract that "servicing" shall refer to actual grievance meetings and such other Union activities that are mutually agreeable to the Employer and the Union. The Union will pay for lost time incurred by virtue of its representatives negotiating the National Agreement.

Section 12.10 Employees with more than one (1) year of service will be eligible for five (5) personal days with pay. This personal leave time may be taken in increments of one hour or more. Employees with less than one (1) year of service will be eligible for one (1) day with pay, for each three (3) months worked starting from their hire date, upon successful completion of their probationary period.

No Administrative Unit may exceed five (5) paid Personal Days, however, each Administrative Unit may agree to additional Personal Days without pay.

In each Administrative Unit the scheduling of this leave will be at the discretion of the Employee, with the Employee giving as much advance notice as possible to the Employer. Employees will make every effort to notify the Employer by the close of business the day before the leave is to be taken. However, Supervisors have the option of granting non-emergency personal leave with less notice. Requests for non-emergency personal leave will not be unreasonably denied and only for valid business reasons.

Section 12.11 Employees will be given off one-half day after they have become permanent employees and Union members to permit the Union to take them through a planned program featuring the meaning of the American labor movement, the necessity for the new members being active, participating members in their shops, and bringing to the new members a knowledge of what organized labor has done for them as well as the other members of the American labor movement.

The outline for this educational program will be worked out between the Union and the Employer.

Section 12.12 The Employer agrees to comply fully with the federal Family Medical Leave Act of 1992 (FMLA) and any applicable state law and the District of Columbia Family and Medical Leave Act of (1990) for those employees working in the District of Columbia.

Notwithstanding the provisions of the FMLA and applicable state law and the DCFMLA where applicable; the Employer shall not require any employee to substitute any paid leave taken under the FMLA or applicable state law and the DCFMLA where applicable without the consent of the employees. However, employees, at their option may substitute any paid vacation leave earned under this Agreement for unpaid leave taken under the FMLA and applicable state law and the DCFMLA where applicable.

ARTICLE XIII Military Leave of Absence

Section 13.01 Employees who enter the Armed Forces shall be treated in accordance with Title 38, Chapter 43, of the United States Code, as amended from time to time.

Section 13.02 During required military service and for those who are members of military units that are reactivated for emergency duty (such as special riot duty), for a period not to exceed two weeks, supplemental pay from the Employer shall be an amount which when combined with the pay received by the employee for such military service or emergency military duty, shall equal the total regular salary which would have been received by the employee from the Employer for the same period of time.

ARTICLE XIV Sick Pay Treatment

Effective January 1, 2009

Section 14.01 Employees absent from work on regularly scheduled work days, because of illness, shall suffer no loss in pay in accordance with the following:

Incidental Sick Leave

First sixty (60) working days: **Four (4) days**

Upon the 61st working day employees will accrue one day of incidental sick leave per month, up to 8 (eight) days, in addition to the four (4) days above. Starting January 1, after completing one year of service, and each January 1, thereafter, employees will receive twelve (12) days of incidental sick leave. Incidental sick leave may be utilized in one hour increments.

Short Term Disability Leave

An employee who is ill for four (4) consecutive days or more will be placed on short-term disability leave starting the fourth day.

<u>Service</u>	<u>Full Pay</u>	<u>Half Pay</u>
Under 60 days	-----	-----
60 days to 6 mos.	1 week	-----
6 months to 2 yrs.	2 weeks	-----
2 years	7 weeks	13 weeks
5 years	13 weeks	13 weeks
10 years	13 weeks	39 weeks
15 years	26 weeks	26 weeks
20 years	39 weeks	13 weeks
25 years	52 weeks	-----

Section 14.02 When requested by CWA, the employee shall furnish satisfactory evidence for such illness absence. Failure to furnish such evidence shall void the employee's right to illness absence payments.

Section 14.03 Employees short-term disability accrued allotment will refresh after 15 weeks of no sick leave absence. Unscheduled vacation cannot be used to calculate refreshment of short-term disability allotment. Make up time for medical appointments will not be counted against the employee in the calculation of refreshment of their short term disability allotment.

Section 14.04 Incidental sick leave may be utilized in any increment of 1 hour or more for any illness of the employee or a result of any illness of the employee's spouse, domestic partner, dependent children, dependent step children, parent or other family member residing in the same household.

Effective January 1, 2007, the Employer will establish a FMLA Sick Leave Bank for each employee. Any unused incremental sick leave may, at the employees' option, be carried over as a credit to their FMLA Sick Leave Bank. The maximum leave that can be banked is 30 days. Any such credit accrued to FMLA Sick Leave Bank, if not utilized by the time the employee terminates their CWA employment for any reason, may be paid such credited but unused leave at 50% of compensation within two weeks of termination.

Section 14.05 Physical inability to work due to pregnancy and childbirth will be considered to be the same as inability to work due to sickness. The period of disability will be determined by the employee's physician, and the employee will provide documentation of such disability to the Employer upon request. An employee will automatically be awarded the period of her hospital confinement and the period of disability immediately following thereafter on account of pregnancy, provided she has accumulated sick leave to cover this period; otherwise, she will be allowed to use the amount of sick leave she has accumulated and it will be presumed that is the normal length of physical disability.

Section 14.06 In January of each year, employees will have three options for utilization of any unused incidental sick days under Section 14.01.

- a) The employee may redeem, as an attendance bonus, all unused incidental sick leave at the rate of 75% of current compensation. Such attendance bonus will be paid by check no later than January 30 for the previous year.

- b) The employee may carry over any amount of unused incidental sick leave as a credit to their short-term disability leave. Any such credit accrued to short term disability leave, if not utilized by the time the employee terminates their CWA employment for any reason, may be paid such credited but unused leave at 50% of compensation within two weeks of termination.
- c) The employee may carry over unused incidental sick leave (maximum of 30 days) as a credit to their FMLA Sick Leave Bank. Any such credit accrued to FMLA Sick Leave Bank, if not utilized by the time the employee terminates their CWA employment for any reason, may be paid such credited but unused leave at 50% of compensation within two weeks of termination.

Section 14.07 Employees will be allowed to make up incidental sick leave and medical appointments time within 5 days of taking the leave. The Employee and their supervisor will mutually agree on when the time shall be made up. Once an employee has made up incidental sick leave time, it will be restored to the employee's incidental sick leave allotment, but it will restart the employee's refreshment period.

Section 14.08 Two (2) days of sick leave, as outlined in section 14.01, may be used annually for preventative care doctor appointments and well-patient medical procedures (mammograms, prostate cancer screening, etc.) to be deducted from the employees' incidental yearly leave.

Time off for medical appointments will not be unreasonably denied by the Employer nor will the Employer require an employee to cancel or reschedule an appointment except in an emergency.

Section 14.09 Parental Leave

When the employee qualifies for leave under the Family Medical Leave Act, twelve (12) weeks of Parental Leave paid at the employee's base rate of pay at the time of the event (child's date of birth, date of adoption, date of legal guardianship, or date child is received from surrogate mother) will be provided to birth parents, adoptive parents, employees who become legal guardians of a child under the age of 18 and employees who receive a surrogate child. Parental Leave commences on the first date of the event. In the case that both parents are employed by CWA, both parents are entitled to Parental Leave. In states or localities with programs that subsidize paid leave, the employee shall apply for such wage subsidies, and CWA shall make up any difference between the wage subsidy and the employee's base rate of pay. Parental Leave may be taken in increments of the employee's normally scheduled work week. Any paid Parental Leave taken under this Section shall run concurrently with any unpaid leave taken under Section 12.04. Parental Leave will run concurrently with FMLA and any applicable state or local equivalent leave when the employee meets the eligibility requirements for such laws. CWA shall otherwise comply with any applicable state or local laws regarding such leave."

Section 14.10 – Long Term Disability

The Long Term Disability (LTD) will complement the short-term disability plan. For the purposes of the plan, a person must be disabled, meaning unable to perform all the essential functions of their job.

1. After Short Term Disability (STD) benefits are exhausted or a waiting period of 90 days, whichever is greater; the Employer shall provide a long-term disability benefit.
2. LTD benefits are available at 66 2/3% without COLA until the person is no longer disabled, or up to age 65.
3. Long-term disability payments shall be integrated with social security benefits as provided by the plan.
4. If an employee is permanently disabled and is eligible for a disability pension they must apply for a disability pension.

ARTICLE XV - Grievances

Section 15.01 A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties hereto relating to any matter of wages, hours, and working conditions, or any dispute between the parties involving interpretation or application or any provisions of this Agreement. A grievance shall be presented within thirty (30) days after it occurs; (five working days (5) in cases of discharge), otherwise, it shall not be considered a grievance. The steps of the Grievance Procedure are as follows:

Step 1 Wherever practicable, the aggrieved employee shall present his/her grievance to the OPEIU Local Representative who, in turn, will present it to the immediate supervisor. If it is the desire of the parties to eliminate the immediate supervisor at the first step, then this, by mutual Agreement, can be worked out between the parties. Where the Union does meet with the immediate supervisor and the complaint is not satisfactorily settled within two (2) working days, the immediate supervisor will provide a written response to the union within five (5) working days of the step 1 meeting. OPEIU shall have five (5) working days from the date of the supervisor's response to forward a written complaint to the next step in the grievance procedure. The grievance shall be considered as finally disposed of, unless it is appealed to the next step within the time limits herein set forth.

Step 2 If the 1st step of the grievance procedure is bypassed or upon appeal from the 1st step of the grievance procedure, Representatives of the Union and Employer shall meet within five (5) working days after the filing of the grievance or the notice of appeal. In the event of failure to reach a satisfactory solution to the grievance within five (5) working days, the grievance shall be considered as finally disposed of, unless mediation is requested.

Step 3 The Union representatives and the representatives of the Employer, together with an impartial mediator, mutually agreeable to both parties, shall meet and discuss the grievance within three (3) working days from the date the grievance is submitted to this Step and the mediator has been picked by the parties. The mediator shall be given three (3) days to mediate

the dispute. If no successful resolution of the grievance is reached in this Step, the grievance may be submitted to arbitration by either party, upon notice to the other. The notice to arbitrate must be submitted within ten (10) days from the date the mediator is unable to resolve the issue. The parties shall share equally all compensation and expenses of the mediator.

Step 4 An impartial arbitrator shall be selected from a panel supplied by the American Arbitration Association upon the request of either party. The parties shall, within five (5) working days of receipt of such panel, make a selection of an arbitrator. In the event the parties cannot agree, the American Arbitration Association shall be petitioned to appoint an arbitrator. This arbitrator shall render a decision within thirty (30) days after the case has been heard. The decision of the arbitrator shall be final and binding on both parties.

Section 15.02 The parties shall share equally all compensation and expenses of the arbitrator. Each party shall bear individually the expense of preparing its own case. The Employer shall pay up to one day's lost wages for the shop steward to attend an arbitration hearing. Any additional lost time for employees attending the hearing shall be the responsibility of the Union.

ARTICLE XVI

Wages

Section 16.01

- Effective October 1, 2022, there will be five percent (5%) across the board wage increase.
- Effective October 1, 2023, there will be two and a half percent (2.5%) across the board wage increase.
- Effective October 1, 2024, there will be two and a half percent (2.5%) across the board wage increase.
- Upon ratification of this agreement, all bargaining unit members shall receive a \$1,000 ratification bonus

All provisions of this contract will remain in full force and effect until September 30, 2027; however, no later than July 1, 2025, the parties shall meet on the question of wage increases for October 1, 2025, and October 1, 2026.

If APP contributions are adjusted in all other participating unions' contracts, the APP contribution for years 2025 and 2026 will be adjusted accordingly. If contributions are at risk of being decreased for 2025 and 2026 CWA must bargain with OPEIU Local 2.

OPEIU Local 2 Except NY							
	5%	2.50%	2.50%		5%	2.50%	2.50%
	10/01/2022	10/01/2023	10/01/2024		10/01/2022	10/01/2023	10/01/2024
Grade 13 - Programmer Analyst				Grade 8 - Pressman I			
Start	\$ 55,671.12	\$ 57,062.90	\$ 58,489.47	Start	\$46,434.62	\$47,595.48	\$48,785.37
6 Mos	\$ 65,123.89	\$ 66,751.99	\$ 68,420.79	6 Mos	\$52,019.01	\$53,319.48	\$54,652.47
12 Mos	\$ 73,805.03	\$ 75,650.15	\$ 77,541.41	12 Mos	\$57,605.95	\$59,046.10	\$60,522.25
18 Mos	\$ 82,871.34	\$ 84,943.12	\$ 87,066.70	18 Mos	\$63,191.62	\$64,771.41	\$66,390.70
24 Mos	\$ 91,937.65	\$ 94,236.09	\$ 96,592.00	24 Mos	\$68,801.60	\$70,521.64	\$72,284.68
Grade 10 - Pressman II				Grade 8			
Start	\$ 49,292.07	\$ 50,524.38	\$ 51,787.49	Start	\$41,019.14	\$42,044.62	\$43,095.74
6 Mos	\$ 56,074.21	\$ 57,476.07	\$ 58,912.97	6 Mos	\$46,603.53	\$47,768.62	\$48,962.84
12 Mos	\$ 62,857.63	\$ 64,429.07	\$ 66,039.80	12 Mos	\$52,189.20	\$53,493.93	\$54,831.28
18 Mos	\$ 69,639.77	\$ 71,380.76	\$ 73,165.28	18 Mos	\$57,772.31	\$59,216.61	\$60,697.03
24 Mos	\$ 76,425.75	\$ 78,336.39	\$ 80,294.80	24 Mos	\$63,355.41	\$64,939.30	\$66,562.78
Grade 10 - All other Grade 10				Grade 7			
Start	\$ 46,858.18	\$ 48,029.64	\$ 49,230.38	Start	\$39,182.85	\$40,162.42	\$41,166.48
6 Mos	\$ 53,532.83	\$ 54,871.15	\$ 56,242.93	6 Mos	\$44,483.15	\$45,595.23	\$46,735.11
12 Mos	\$ 60,206.20	\$ 61,711.35	\$ 63,254.14	12 Mos	\$49,783.46	\$51,028.05	\$52,303.75
18 Mos	\$ 66,880.85	\$ 68,552.87	\$ 70,266.69	18 Mos	\$55,082.48	\$56,459.55	\$57,871.04
24 Mos	\$ 73,555.50	\$ 75,394.38	\$ 77,279.24	24 Mos	\$60,382.79	\$61,892.36	\$63,439.67
Grade 9				Grade 6 - Audit Clerk II; Data Entry Clerk II			
Start	\$ 42,968.05	\$ 44,042.25	\$ 45,143.31	Start	\$37,351.67	\$38,285.46	\$39,242.60
6 Mos	\$ 48,923.53	\$ 50,146.62	\$ 51,400.29	6 Mos	\$41,992.96	\$43,042.78	\$44,118.85
12 Mos	\$ 54,881.58	\$ 56,253.62	\$ 57,659.96	12 Mos	\$46,632.96	\$47,798.79	\$48,993.76
18 Mos	\$ 60,839.63	\$ 62,360.62	\$ 63,919.63	18 Mos	\$51,272.97	\$52,554.79	\$53,868.66
24 Mos	\$ 66,796.39	\$ 68,466.30	\$ 70,177.96	24 Mos	\$55,914.26	\$57,312.11	\$58,744.92
				Grade 6 - Day Porter			
				Start	\$35,401.49	\$36,286.52	\$37,193.69
				6 Mos	\$39,382.47	\$40,367.03	\$41,376.21
				12 Mos	\$43,364.74	\$44,448.86	\$45,560.08
				18 Mos	\$47,347.01	\$48,530.68	\$49,743.95
				24 Mos	\$51,328.00	\$52,611.20	\$53,926.47

OPEIU Local 2 NY ONLY			
	5.00%	2.50%	2.50%
	10/01/2022	10/01/2023	10/01/2024
Grade 10			
Start	\$47,330.37	\$48,513.63	\$49,726.47
6 Mos	\$54,069.00	\$55,420.73	\$56,806.25
12 Mos	\$60,810.19	\$62,330.45	\$63,888.71
18 Mos	\$67,552.66	\$69,241.48	\$70,972.52
24 Mos	\$74,292.57	\$76,149.89	\$78,053.64
Grade 9			
Start	\$43,767.83	\$44,862.03	\$45,983.58
6 Mos	\$49,925.50	\$51,173.64	\$52,452.98
12 Mos	\$56,087.01	\$57,489.18	\$58,926.41
18 Mos	\$62,245.96	\$63,802.11	\$65,397.16
24 Mos	\$68,404.91	\$70,115.03	\$71,867.91
Grade 8			
Start	\$41,935.37	\$42,983.76	\$44,058.35
6 Mos	\$47,405.87	\$48,591.02	\$49,805.79
12 Mos	\$52,877.65	\$54,199.59	\$55,554.58
18 Mos	\$58,346.87	\$59,805.54	\$61,300.68
24 Mos	\$63,817.37	\$65,412.80	\$67,048.12
Grade 7			
Start	\$40,216.80	\$41,222.22	\$42,252.78
6 Mos	\$45,288.05	\$46,420.25	\$47,580.76
12 Mos	\$50,359.30	\$51,618.28	\$52,908.74
18 Mos	\$55,429.27	\$56,815.00	\$58,235.38
24 Mos	\$60,499.24	\$62,011.72	\$63,562.01

Titles:

Grade 13: Programmer Analyst

Grade 10: Pressman II*, Accounting Specialist, Accounting Support Specialist, Cope Administrative Specialist, District Membership Dues Specialist, Editorial Specialist, Membership Dues Computer Operations Specialist, Membership Dues Specialist, Micro Computer Support Specialist, Sr. Technical Specialist, Digital Communications Specialist, and Membership Dues Database Specialist (GF Project based position)

Grade 9: Accounting Support; Administrative Support; Administrative Support Special Programs; Secretary II-COPE Support, Secretary II-Legal Specialist; Secretary II-PC Support, and Secretary III

Grade 8: Pressman I*, Accounting Clerk II AP Check Process, Accountant I, AFA-CWA Collections Coordinator, Audit Clerk IV, Compliance/COPE Assistant, General Office Clerk III-PC Support, Secretary II, and Technical Assistant

Grade 7: Accounting Clerk II; AFA-CWA Membership Services Clerk II; General Office Clerk III; and Secretary I

Grade 6: Day Porter*, Audit Clerk II, and Data Entry Clerk

*on a different wage scale than the others see wage scales above (Pressman I, II and Day Porter).

**ARTICLE XVII
Promotion/Progression**

Section 17.01 An employee promoted to a higher job classification shall receive an increase sufficient to make his/her wages equal to the next higher rate in the new wage schedule. He/she then shall be given credit for the number of months and days accumulated since the last progression increase was granted. After an employee reaches the maximum rate for his/her job classification, wage progression credit shall continue to accumulate for a period not to exceed six (6) months. If the application of this progression results in an increase of \$1 per week, the Employer shall bypass the step that results in an increase of \$1 and shall place the employee in the next progression step.

**ARTICLE XVIII
Termination Pay**

Section 18.01 A regular employee who is laid off by the Employer due to lack of work and is not offered another job shall receive termination pay as follows:

Under 1 year	1 week
1 year but less than 2 years	2 weeks
2 years but less than 3 years	4 weeks
3 years but less than 4 years	6 weeks

4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	12 weeks
7 years but less than 8 years	14 weeks
8 years but less than 9 years	16 weeks
9 years but less than 10 years	18 weeks
10 years and over	20 weeks plus 4 weeks' pay per year for each full year over 10 yrs.

Section 18.02 A regular employee who is offered another position with CWA in lieu of a layoff, and declines the offer, and the position offered is within 40 miles of their current assignment at headquarters or 35 miles of their current assignment in the Vice Presidential Districts, will not receive any termination allowance.

Section 18.03 A regular employee who is offered another position within CWA in lieu of a layoff, and declines the offer, and the position offered is more than 40 miles of their current assignment at headquarters or 35 miles of their current assignment in the Vice Presidential Districts, will receive termination payments in accordance with the schedule in Section 18.01.

Section 18.04 In the event the regular employee shall be re-engaged on a permanent basis, he/she will be credited with previous seniority for all purposes, except for receiving additional termination pay, except that fractions of years of service not compensated for in the previous termination pay will be computed for purposes of termination pay shall layoff again be necessary. If any employee who has received termination pay is re-engaged and the number of weeks since his/her layoff is less than the number of weeks for which he/she received termination payment, the amount paid to the employee for the excess number of weeks shall be considered as an advance to him/her by the Employer and repayment shall be made through payroll deduction at the rate of 10% of his/her weekly salary until the amount is fully paid off.

No employee will be re-engaged on a permanent basis after 24 months have expired from the date the employee was terminated. It is the responsibility of the employee to keep the employer advised of their address during that time period.

ARTICLE XIX

Pension, Health, Hospitalization and Life Insurance Programs

Section 19.01 The Employer agrees to maintain in force Pension, Health, Hospitalization and Life Insurance Programs in effect at the time of the signing of the Agreement.

Section 19.02 The Employer agrees to provide health benefit coverage for domestic partners.

Section 19.03 The Employer agrees to maintain a pre-tax health care savings.

Section 19.04 Deductibles – Medical: Effective 1/1/09, employees earning less than \$48,000, per year will pay deductible of \$50.00 per individual and \$100.00 per family, maximum two. Employees earning more than \$48,001 will pay deductible of \$100 per individual and \$200 per family.

Section 19.05 Health Care – Disease Management: CWA will re-bid the health plan and investigate Disease Management Program. These are designed to see if we can reduce CWA’s health costs without reducing benefits.

OPEIU Local 2 retirees will receive the same Health and Hospitalization benefits as active OPEIU Local 2 employees.

Section 19.06 Health Care – Working Retirees: CWA will require all retirees to certify whether or not they are gainfully employed and earning in excess of \$85,000 per year. Retirees who earn in excess of \$85,000 per year will be required to reimburse CWA for the cost of their health care coverage.

Section 19.07 Joint Healthcare Committee

CWA and OPEIU recognize that the cost of providing health insurance coverage places an increasing financial burden on CWA. Therefore, CWA and OPEIU agree to continue the Joint Healthcare Committee. Said committee will be comprised of one (1) representative from each Union and representatives from CWA.

The Committee’s purpose shall be:

- To become familiar with the Healthcare and Prescription Drug Plans and the coverage provided by the Plans.
- To consider recommendations to CWA to improve administrative procedures;
- To bring participants’ view to the consideration of possible strategies to increase the cost effectiveness of the plan and reduce the trend in CWA expenditures for health care.
- To act as a point of contact between CWA and the Committee member’s respective Union.

The Committee shall meet at least once each year, or more frequently as needed, in Washington DC. As a result of these meetings, information concerning the discussions will be disseminated to all employees by CWA, and/or to the members of the OPEIU bargaining unit by the OPEIU Executive Board, as appropriate.

The OPEIU may, at its own expense, host meetings of its members gathered in conjunction with District, Sector or Division meetings, to disseminate and discuss information coming out of discussions of the Joint Healthcare Committee.

Such meetings will inform OPEIU members about the costs of the Plan and seek additional input to address the ever growing cost of providing a comprehensive healthcare plan for our members.

The committee will address concerns with the plan, but complaints about outstanding claims, services not covered, etc., will continue to be addressed only through OPEIU representatives or Human Resources.

Section 19.08 Health Care – Emergency Room Co-Pay: Participants will be required to pay an emergency room co-pay of \$30.00 per visit. This co-pay shall not be applicable if the participant is admitted into the hospital as a result of such emergency room visit.

Section 19.09 Chiropractic Visit Co-pay: Participants will be required to pay \$15.00 co-pay for each visit. Doctor visit co-pays apply to chiropractic benefits.

Section 19.10 Upon the death of an active employee, the Employer will pay the full cost of COBRA coverage for the spouse, domestic partner and/or any dependents covered under the employees medical benefit package (including health, dental, vision and prescription drugs) for a period of one year.

Section 19.11 Stop loss (maximum out of pocket drug expense per year) \$800 for active employees and future retirees under age 65; \$1000 for future retirees on Medicare.

Prescription Drug Plan (Effective August 1, 2003)

Generic Drugs	5%	5% minimum of \$ 6.00
Formulary Brand	10%	10% minimum of \$18.00
Non-Formulary Brand	10%	10% minimum of \$30.00

Mail order (3 month supply)

Mail Order Generic	2%	2% minimum of \$12.00
Mail Order Formulary	2%	2% minimum of \$36.00
Mail Order Non-Formulary	2%	2% minimum of \$51.00

The above charges only apply to prescription drugs for which the member's co-pay is below the minimum. If the retail cost of the prescription is below the minimum the participant would not use the plan but would pay the retail cost which is lower than the minimum.

Section 19.12 Drugs – OTC Alternatives: The following drugs for which there are effective over the counter (OTC) alternative medications will be covered under the CWA prescription Drug Plan at a co-pay of \$45 for one month supply and twice that amount for mail order:

Non-sedating Antihistamines: Allegra, Clarinex, Zyrtec Proton Pump Inhibitors(PPI&H-2 Antagonis): Aciphex, Axid, Nizatidine, Cimetidine, Nexium, Pepcid, Famotidine, Prevacid, Priolec, Omeprazole, Protonix, Zantac and Ratidine.

The Health Care Committee will review the list annually to recommend modifications.

Section 19.13 Drugs – Mandatory Generic: Whenever generic drugs are available, plan participants must utilize them or they will be responsible for the difference in cost between the generic and the brand name drug. In the event the generic is not effective or tolerated by the participant, they or their doctor may appeal based on medical necessity as follows:

Appeals Procedure for obtaining a Brand Name Drug when a Generic is available:

If a participant in the CWA pharmacy plan finds that there is a medical necessity for a name brand drug when a generic drug is available, the participant or their doctor can file an appeal. If the appeal is granted, the participant can then obtain the name brand drug by paying the standard co-pay for a Non-Formulary name brand drug through the CWA Pharmacy Plan.

The appeals procedure is as follows:

Participant must provide a written letter from the prescribing physician on the physician's office letterhead in which the physician indicates that there is a **MEDICAL NECESSITY** for the patient to use the name brand drug. This letter should also indicate the physician's reason for her/his opinion that there is a medical necessity for the name brand drug.

The above document should be mailed, emailed or faxed to CWA's Human Resources Department within one week of the date of the physician's letter. A decision will be forthcoming within one week of receipt of the physician's letter and will be effective retroactive to the date of the physician's letter.

Section 19.14 Vision Plan: The Employer agrees to provide to all employees and their dependents a Vision Care Plan. Dependent children will be covered until age 26. Disabled children will be covered regardless of age.

October 1, 2001, fee schedules were increased ten (10) percent.

All members in the bargaining unit as of January 1, 2006, and going forward, shall continue to be eligible for Lasik or Custom View eye correction surgery up to a lifetime maximum of \$4,000 as follows:

Members must use providers recommended by the Vision Service Plan (VSP).

If a member has already had surgery done on one eye, they can have the other eye corrected provided the combined total cost to CWA does not exceed a lifetime maximum of \$5,000.

Section 19.15 The Employer agrees to provide to all employees and their dependents health insurance coverage (which includes cost containment program agreed to by the Employer and the Union) or HMO option in effect at the time of the signing of this Agreement. Employees who opt for the HMO option will pay the difference between the HMO and the CWA standard health care plan.

Maximum out-of-pocket Medical Expense (effective January 1, 2004):

In-Network - increase maximum from \$250.00 single and \$500.00 family to \$500.00 single and \$1,000.00 family.

Out-of-Network - increase maximum to \$750 single and \$1,500 family.

Employee Contributions for health insurance coverage shall be extended at the same rate of pay, as set forth below. Employee contributions to healthcare premiums shall be made via a Section

125 Pre-tax Plan. There shall be no additional premium contributions for children as currently described in the health care plan.

Coverage	Percent of Pay (Employee Contribution)
One (1) Adult	0.5%
Two (2) Adults (Spouse or Domestic Partner)	0.87%

CWA will add the option of dental implants with a 10% employer copay to its existing dental plan for active employees.

Section 19.16 Life insurance – Two (2) times annual salary while active. Upon retirement from active employment, CWA will purchase as much universal life insurance as \$10,000 will secure, for each retiring employee, in lieu of any other CWA death benefit or life insurance; Or, pay a \$10,000 lump sum payment, after 31 calendar days past separation.

Section 19.17 Legacy Pension Plan – Frozen as of May 1, 2017

Note: Provisions of this contract, including this section through Section 19.20, referring to “The Pension Plan” refer to the CWA Legacy Plan which is frozen per the parties’ 2017 Memorandum of Understanding.

Effective April 1, 2005, the points necessary for retirement will be reduced from 80 to 78, but the minimum age for retirement will be 55 years of age.

Effective January 4, 1999, the pension plan shall be amended to base pension calculations on the highest twelve (12) consecutive months’ period of earnings, provided the plan qualifies. If the plan does not qualify, the parties will negotiate over the effect of such plan.

Section 19.18 The Legacy Pension Plan shall be amended to provide for service pension eligibility using the “Rule of 73”, effective as soon as possible subject to appropriate approval. This will provide for any combination of age and service that totals 73 as entitlement for a service pension. Employees who choose this option shall not be eligible for CWA provided health care benefits until they reach the age of 65.

The pension plan shall be amended to permit calculation to utilize partial years of age, expressed in whole months.

Section 19.19 The Legacy Pension Plan shall be amended to allow the surviving spouse or domestic partner of an active employee who is pension eligible, the ability to select either the pension annuity or the lump sum payment should such employee die while still active. This will become effective as soon as possible subject to appropriate approval.

Section 19.20 The Legacy Pension Plan shall be amended to provide for employees who are vested in the Pension Plan, the ability to retire at any age with a minimum lump sum benefit equal to the present value of the age 65 benefit. Employees who choose this option shall not be eligible for CWA provided health care benefits or any Article 19 payments.

The Pension Plan multiplier will remain at 1.25% unless the parties agree on further changes.

CWA will maintain a funding level of not less than 80%.

Section 19.21 401(K) Plan

CWA will contribute a match as stated below of the employee's annual salary for those employees who contribute the equivalent of a minimum of 3% of their annual salary to the plan during the plan year. (Plan year begins on January 1 and ends on December 31.)

CWA matching contributions to the 401(k) Savings Plan will be as follows:
If the employee contributes 3%, CWA's matching contribution shall be 3%.
If the employee contributes 4%, CWA's matching contribution shall be 4%.
If the employee contributes 5%, CWA's matching contribution shall be 5%."

This is a taxable benefit.

Section 19.22

The Employer agrees to provide for an adoption support program, egg freezing or infertility treatment benefit of up to \$4,000. This is a taxable benefit.

In addition, the Employer will provide up to \$4,000 total in reasonable travel expense reimbursement for a covered person described below to travel to the nearest location in order to obtain reproductive or gender-affirming health services if such services are prohibited in the state where the covered person resides. This reimbursement may also be used to cover travel expenses for one support person. Covered persons are any bargaining unit member, spouse or dependent enrolled in CWA's medical plan. The process for the covered person obtaining and for CWA providing this benefit will be designed at CWA's discretion, in consultation with the Union, and with the covered person's privacy protected to the extent practicable.

Section 19.23 CWA will establish a child and elder care resource and referral service through EAP.

Section 19.24 Hearing aids and screening: \$1,000 lifetime benefit for active employees only.

Section 19.25 Video Display Terminal (VDT): One hour of training every year on VDT usage and ergonomic awareness for full-time and part-time employees who use keyboard skills with a video display terminal at least 4 hours a day.

Section 19.26 Auto Insurance.

As of December 31, 2022, CWA will no longer administer Liberty Mutual automobile insurance payments, including payroll deductions, for employees. So long as Liberty Mutual continues to offer the discount, bargaining unit employees may obtain automobile insurance from Liberty Mutual at a ten percent (10%) discount by identifying themselves as CWA employees.

Section 19.27 CWA Tuition Reimbursement Program - Guidelines

0-5 years Courses must be job related.

5 years CWA will pay for courses that are needed to work toward a degree, but the degree must have relevancy to CWA. LIMITED TO 18 CREDITS PER YEAR.

Guidelines:

1. Employee needs to fill out a Tuition Reimbursement Approval Form and give to supervisor for approval process. Forms must be pre-approved by Supervisor, Department Head and Human Resources.
Outside of D.C. area, must have supervisor, VP and H.R. approval.
2. CWA will only pay Up To \$375 dollars per credit for undergraduate courses and up to \$550 per credit for graduate courses, which includes tuition, fees and books. If the books are paid by CWA, the employee should purchase used books and if there are no used books available then CWA will pay for new books. The supervisor should collect the books once the course is completed and keep them on a bookshelf in their department for all to reference. Once the book has become outdated the supervisor may throw the book away. If the employee wants to keep the books they will not be reimbursed.

CERTIFICATION PROGRAMS: CWA will consider reimbursement for certificate programs that are directly related to improving or enhancing job skills.

DEGREE PROGRAMS: The Degree Program chosen should have relevancy to CWA.

OPEIU Local 2 members will be given the same access to CWA-Nett as CWA Staff and Members. They will receive the same advertisements and postings regarding the CWA-Nett as CWA Staff and Members.

Section 19.28 Adjustable Pension Plan:

Per the 2017 and 2018 Memoranda of Understanding, eligible Staff shall participate in the Adjustable Pension Plan (APP), with the terms outlined as follows, subject to applicable law:

- a. Normal retirement benefit at age 65 with 5 years vesting service, with the normal form a single life annuity.
- b. Vesting: 100% after 5 years of Vesting Service. Past vesting service with the CWA Plan will count toward vesting service in the new plan.
- c. Early retirement available to vested participants that have attained 55 years of age; such early retirement benefit amount will be adjusted to reflect actuarial equivalence to the benefit payable at age 65.
- d. Options for married participants: 50% or 75% post-retirement joint and survivor annuity. These benefits will be actuarially reduced to reflect the cost of the option. There will be no subsidies in the plan.
- e. Domestic partner survivor pension: 50% or 75% joint and survivor annuity described above.
- f. The actuarial reduction for joint and survivor annuity and for early retirement is based on an assumed interest rate of 5.5% and using the mortality assumptions of the RP-

2000 Mortality pre and post commencement rates (static) weighted 50%/50% male/female.

g. If a participating employee dies prior to retirement, his or her surviving spouse or domestic partner will be eligible to receive 50% of participants earned benefit, reduced for age.

h. A Disability Pension will be available to a participant with at least 10 years of Vesting Service, has worked in Covered Employment for 13 weeks in the last 36 months preceding disability, AND the participant is eligible for Social Security disability benefits. The benefit amount will be the same as that for the Early Retirement Pension, adjusted for actuarial equivalence.

i. Deferred pension (retiring from non-covered employment as a terminated vested participant) at age 65 with 5 years vesting service.

j. A lump sum payment option will be available only where the actuarial equivalent is \$1,000 or less on the Annuity Starting Date or, for a spouse or domestic partner pension, where the life annuity is \$100 or less per month.

k. Two union-designated representatives (selected by the FGR, CWA Staff Union, OPEIU Local 2, OPEIU Local 29, CWA Guild, BEST and IUOE Local 99 representing CWA employees) will continue regular discussions with the APP and Legacy Plan trustees. The union-designated representatives may attend regular trustee meetings as observers of the actuarial and investment reports from plan professionals for both the legacy plan and the APP. All non-privileged pension documents and information will be made available to the union representatives, including Plan income and expense reports Quarterly and annual investment performance reports, AFTAP report, Annual valuation report, Form 5500, Plan amendments, Summary Plan Description, Plan Document, Annual plan audit, and Documentation of plan policies. Confidential discussions with CWA counsel or plan counsel and related documents are not subject to the preceding access provision and may include, but are not limited to, evaluations of plan professionals, personnel issues, potential litigation, and legal advice.

l. The Union reserves the right to litigate under ERISA any plan action that it believes is contrary to the interest of plan participants.

m. CWA will contribute to the APP 8.5% of payroll in 2023, 2024, and 2025.

ARTICLE XX

Automation

Section 20.01 It is recognized by the parties that any jobs that may require the use of electronic data processing equipment, computer equipment, or similarly automated office machinery are jobs within the bargaining units, excepting jobs of a supervisory, managerial, or confidential nature. In the event that the Employer introduces or uses any electronic data processing equipment, computer equipment, or similarly automated office machinery, prompt notice will be given to the Union and the creation of any jobs not presently within the unit will be posted to permit bidding by the employees within the unit. In the event that training programs are necessary to qualify employees for such jobs, the Employer agrees that employees within the unit will be given first opportunity to qualify for such job training programs before any persons outside of the Union are hired to fill such jobs.

Section 20.02 It is further agreed that the Employer, in cooperation with the Union, will exhaust every means possible to keep layoffs due to the introduction of electronic data processing equipment to a bare minimum.

**ARTICLE XXI
Legal and Legislation**

Section 21.01 In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect; any substitution for the invalidated portion which is mutually agreed upon between the parties shall be reduced to writing and made a part of this Agreement.

**ARTICLE XXII
No Reduction in Benefits**

Section 22.01 The signing of this Agreement shall not act in any manner to reduce or abrogate any employee benefits existing in the Contract other than those reductions that were agreed to as part of the 2015 negotiations.

Excise Tax Reopener

However, when sufficient information is available allowing CWA to determine whether it is likely to face an excise tax due to the value of the healthcare benefit, the parties shall reopen bargaining over plan changes to avoid such liability and minimize the economic impact of the parties. However, there will be no increase in contributions for the life of the contract.

Signature page for OPEIU/CWA 2022 National Agreement

COMMUNICATIONS WORKERS
OF AMERICA

Jody Calimine

Jody Calimine
Chief of Staff – Bargaining Chair

Marilyn Klinger

Marilyn Klinger
Human Resources Director

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION

T. Spence

Tammi Spence
OPEIU Local 2 Bargaining Chair

Nikisha Johnson

Nikisha Johnson
Chief Shop Steward
Bargaining Committee Member

Kristen Helmstetter

Kristen Helmstetter
Assistant Shop Steward
Bargaining Committee Member

CWA INCLEMENT WEATHER POLICY

Listed below are the procedures to be followed when there is an inclement weather situation:

PROCEDURE TO FOLLOW WHEN YOU ARE AT WORK:

* If employees are already at work, they will be officially notified by an officially designated CWA representative if early dismissal is warranted.

* If employees learn that hazardous weather conditions exist that will adversely affect their ability to commute home, but no official announcement has been made about early dismissal, they should talk with their immediate supervisor and/or Department head to request permission to leave early. Employees granted permission to leave early under these circumstances will be expected to use personal days, vacation time or non-paid leave time. Employees may make-up the time during non-scheduled hours if work is available which can be scheduled by the supervisor. Such make-up work will only be available during non-regular work hours, and will be calculated on a straight-time basis.

PROCEDURES TO FOLLOW WHEN YOU ARE AT HOME:

* CWA Headquarters Administrative units will follow U. S. Federal Government policy regarding inclement weather closures and delays. During periods of inclement weather, Headquarters employees should watch TV and Radio for announcements directed to U. S. Federal Government.

* In other offices, the Vice President will make the determination.

* When the U. S. Federal Government or a Vice President grants liberal leave for inclement weather this allows employees affected who report late or do not report at all to use personal days, vacation time or non-paid time without adversely affecting their attendance record. However, if an employee would like to make up the lost time, employees may make-up the time during non-scheduled hours if work is available which can be scheduled by the supervisor. Make up time will be performed during non-scheduled work hours on a straight time basis.

When inclement weather may require a closure or delayed opening of the Headquarters building, it will not affect Work-From-Home. If you are working from home, employees will continue to telework their regular hours' even if the federal government or HQ close. Employees working in the HQ building will follow OPM closures and delayed starts for those employees.

Employees' who are teleworking or working in HQ, shall be allowed to use any available personal or vacation leave or if the employee has no leave available, leave without-pay, should an employee's dependent child school close due to inclement weather or hazardous conditions.

NOTE: If the office closes due to unscheduled reasons and you are already absent from work due to vacation, sick, or personal leave, your category/type of leave will not be changed, and you will not be granted additional time off.

**THIS INCLEMENT WEATHER POLICY AT OFFICES OTHER THAN CWA HEADQUARTERS
WILL BE ADMINISTERED BY THE VICE PRESIDENT.**

MOA – DISTRICTS AND SECTORS

CWA DISTRICT 1

The terms and conditions of the current National Agreement between CWA and OPEIU Local 2, AFL-CIO, shall cover the employees of the District 1 unit except as modified by the following:

CWA shall notify Local 153 of any intended discharge, transfer, hiring, layoff or downgrade of any employee covered by this Agreement, and in matters of discharge, layoff or downgrade, CWA will notify the OPEIU two weeks in advance, when possible, and agrees to enter into negotiations if the Union believes that such discharge, layoff or downgrade was without just cause.

Employees employed by CWA District 1, as of the signing of this Agreement will be grandfathered at the benefit levels they are currently receiving as provided below:

Wages

The employee assigned to train other employees must be the senior employee and assume the responsibility of training newly hired employees.

Hours of Work

Employees will not be docked for lateness up to 15 minutes. However, it is understood that all employees are required to report for work at the designated starting time.

Holidays

In addition to the holidays listed in the National Agreement, the following holidays will be observed and paid for all employees employed by CWA as of the signing of this Agreement.

Lincoln's Birthday*
Election Day
Half Day on Day immediately Preceding Christmas Day**
Employee's Birthday***

* Lincoln's Birthday – observed in all states except Massachusetts. Patriot's Day (Third Monday in April observed in lieu of Lincoln's Birthday in the State of Massachusetts.

** Pay treatment for the half day on the day immediately preceding Christmas Day shall apply only if the employee has worked a half day on the day immediately preceding Christmas Day.

*** Employee's Birthday – May not be used in conjunction with vacation or other holiday except by mutual consent of employee and supervisor.

Sickness and Miscellaneous Absence

Employees required to be absent for the following reasons will be considered excused and will not suffer loss on pay for a reasonable period of time.

- 1.) Quarantine
- 2.) Death or serious illness in immediate family: Immediate family in this case to mean husband, wife, mother, father, mother-in-law, father-in-law, sister, brother, son or daughter, grandparents, grandchildren, sons-daughter-in-law, or close blood relative living in the same household. In the case of relatives other than the immediate family where a definite funeral obligation exists, absence with pay will be granted.

Grandfathered employees: Chand Droopad and Alicia Mullaney

CWA DISTRICT 3

The terms and conditions of the current National Agreement between CWA and OPEIU Local 2, AFL-CIO, shall cover the employees of District 3 unit except as modified by the following:

Any one community holiday having special significance in a locality may be substituted for another holiday upon reasonable notification by the Union to the Employer. Where there is more than one employee in an office, it is intended that the substitution shall be made on an office-wide basis.

Employees employed by CWA District 3, as of the signing of this Agreement will be grandfathered at the benefit levels they are currently receiving as provided below:

Temporary assignment to a higher rated job classification within the Bargaining Unit and within the same work location, will be made on the basis of seniority, qualifications and whether or not it is practicable to release the employee from regular assignment.

An employee who serves continuously in a higher rated job classification for a period of one-hundred and twenty (120) days shall either be returned to his previous classification or be reclassified to a higher rated job. The employer agrees to notify the Union immediately of the action taken.

Hours of Work

Employees shall be afforded flex time on an hour-to-hour basis; provided, however prior approval has been granted by the Vice President or his designated representative. Requests for flex time are to be turned in to the immediate supervisor no later than 12:00 noon prior to the time requested, except in the case of an emergency. The supervisor will sign off on the request and forward it to the CWA representative responsible for approving all flex time. The representative will inform the employee making the request for approval or denial prior to close of business the day the request is made.

No employee will be permitted to use more than eight (8) hours of flex time in any two-week pay period.

Vacations

Once vacations are scheduled, they shall not be changed at the instance of the Employer unless extenuating circumstances indicate that changes should be made.

If an employee is ill on the first day of his/her vacation period or the first day of any subsequent full week segment of his/her vacation period to the extent that he/she would be unable to take his/her vacation, or such segment, or return to work, his/her vacation, or such segment, shall be rescheduled upon request; however, a doctor's statement may be required.

An employee who resumes employment following a leave of absence and who would be entitled to vacation for the year in which employment is resumed, shall choose a vacation period from those listed as being available. If sufficient time is not available to take the earned vacation, such unused vacation will be assigned during the succeeding calendar year prior to June 30th.

After all segments of vacation has been chosen, except those carried over into the next vacation year or held for single day selection, employees shall be offered the opportunity to choose single days of vacation (rather than leaving them unscheduled) in the order of seniority. An employee may choose to schedule one or more days even though the days may not be consecutive. Up to three days of an employee's accumulated vacation time may be taken in one hour increments.

Any vacation or personal day requested off should be approved or denied by the end of the day if possible.

Assignment to Higher Rated Jobs

Employees temporarily assigned to a higher rated job classification within the Bargaining Unit shall receive the rate of pay for the higher job classification for each half-day of temporary assignment that is applicable for his/her wage length of service in the regular job classification.

Holidays

In addition to those holidays specified in Article XI of the National Agreement, Christmas Eve shall be observed as a holiday (with the understanding if it is included in time off under the National Agreement an additional day will not be substituted).

Miscellaneous Absences

Employees necessarily absent for the following reasons will be considered excused and will not suffer loss in pay provided that the absences are in every case bona fide:

- A. Quarantine
- B. Death in the immediate family. Immediate family to mean, in addition to the relationships in the National Agreement, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any other relative living under the same roof of the employee except that employees may not receive more than five (5) days' pay for anyone death. In addition, necessary time off

for travel purposes, as measured by the fastest practical mode of transportation, shall be granted upon request of the employee when, in the employer's judgment, such additional time is warranted.

- C. An employee who becomes ill after reporting for work and it then becomes necessary for the employee to go home shall suffer no loss of pay for that day, but it may count towards his/her sickness attendance and the following day shall be counted into his/her "sickness absence and sickness pay.

Attendance Award

A three hundred dollar (\$300.00) cash award for perfect attendance in a full year will be awarded on the following basis; beginning January 1, 2007 employees will receive one hundred and twenty-five dollars (\$125.00) award for six months of perfect attendance. The award period will run from January through June and from July through December. An additional fifty dollars (\$50.00) bonus will be paid for one (1) year of perfect attendance for a total of three hundred dollars (\$300.00) per year.

Any personal sick time, tardy time, or time off caring for a family member will disqualify an employee from award eligibility.

Tardy time made up under the flex provisions of the Agreement cannot be used as time for award qualifications.

In order to be eligible for the perfect attendance award, employees must not use more than eight (8) hours of flex time in any one month period.

Grandfathered employees: Bridgette Collins, Phyllis Jackson, and Reyna Munoz

CWA DISTRICT 4

The terms and conditions of the current National Agreement between CWA and OPEIU Local 2, AFL-CIO, shall cover the employees of District 4 unit except as modified by the following:

Scheduling

In the Cleveland work group, the employees shall work a Saturday tour on a rotating basis in exchange for taking a day off during the week. The employees shall work out a schedule, by seniority at the beginning of each year and the employee has first choice as to day off for their tour.

Holidays

Holidays, personal days, vacation days will be observed per the District 4 memo. This memo will be updated on a yearly basis.

In the year when Inauguration Day occurs, a holiday will be granted and also floated. In the non-Inauguration Day, one extra personal day will be granted.

Employees employed by CWA District 4, as of the signing of this Agreement will be grandfathered at the benefit levels they are currently receiving as provided below:

Vacation

Vacation may be taken in any increment.

Compassionate Leave

In addition to the compassionate leave provision in the National Agreement, the employee's in District 4 will be allowed up to five (5) days compassionate leave for any blood relative living under the same roof as the employee. Further, the employee shall be allowed three (3) day compassionate leave for an aunt or uncle.

Grandfathered employees: Michelle Marley, Lue Ann Pennington, and Michelle Winter

CWA DISTRICT 6

The terms and conditions of the current National Agreement between CWA and OPEIU Local 2, AFL-CIO, shall cover the employees of District 6 unit except as modified by the following:

Holidays

In the year when Inaugural Day falls, District 6 shall celebrate it as a floating holiday. Determination of eligibility shall be by seniority. No more than two (2) employees can schedule the same floating holiday.

CWA DISTRICT 7

The terms and conditions of the current National Agreement between CWA and OPEIU Local 2, AFL-CIO, shall cover the employees of District 7 unit except as modified by the following:

Employees employed by CWA District 7, as of the signing of this Agreement will be grandfathered at the benefit levels they are currently receiving as provided below:

The terms and conditions of the current National Agreement between CWA and OPEIU Local 2, AFL-CIO, shall cover the employees of District 7 unit except as modified by the following:

Compressed Work Agreement:

1. Shifts shall be bid based on seniority or rotation as decided by the bargaining unit. The Union Representative will advise the Office Manager of the selections no less than one (1) week prior to the beginning of the next flex period.
2. Certain shifts are required to start at a certain time and other shifts are required to end at a certain time, therefore unit employees on compressed work schedule, who bid a shift with a specific starting or ending time, must adjust the schedule to meet that specified time. Lunch hours shall be chosen on a seniority basis.

Flex Hours: 8:00 A.M. to 4:30 P.M.

3. Based on seniority or rotation, as decided by the bargaining unit, Based on a rotating basis in order of seniority, you will select a day off within the two week period. One employee may be on Flex the same day if no other employee is on a Vacation or Personal Day that particular day.
 4. If you are off on Sickness Absence for the entire two (2) week period, you will be charged seventy (70) hours against your incidental sick leave (if available).
 5. If you are scheduled to work overtime during the compressed work week - overtime payments will be paid for hours worked over 7 3/4 hours.
- 1) With approval, employees may take one (1) day (7 hours) of their PL entitlements in fifteen (15) minute increments.
 - 2) If any employee is required to do any traveling related to their employment (excluding travel to and from work), the employee shall be reimbursed at the current IRS rate per mile. The base point shall be the District 7 Office.
 - 3) In the event of the serious illness in the immediate family, an employee may be excused without loss of pay for a period of time normally not to exceed three (3) scheduled days. An extended period shall be at the discretion of the Employer.
 - 4) An employee may be excused with pay in the event of the death in the immediate family for up to five (5) scheduled days when necessary; extension of this time to be at the discretion of the Employer.
 - 5) Immediate family shall be defined as consisting of spouse, daughter, son, mother, father, brother, sister, grandmother, grandfather, grandchildren, in-laws, and those relationships known as stepmother, stepfather, stepsister, stepbrother, and stepchild, and any other person living in the same household as the employee.
 - 6) With approval, employees may take two (2) vacation days in 1/2 day increments.

Grandfathered employees: Alison Knoke, Jay Lute & Libby Russell

AFA-CWA

Employees employed by AFA/CWA as of the signing of this Agreement will be grandfathered at the benefit levels they are currently receiving as provided below:

The "USE" parking policy will be grandfathered for those currently entitled, except if the parking rate goes up for the OPEIU represented employees, the grandfathered rate would be increased by the same amount.

Grandfathered employees: Barbara Liggins, & Anita Epps

TELECOMMUNICATIONS & TECHNOLOGIES

The terms and conditions of the current National Agreement between CWA and OPEIU Local 2, AFL-CIO,

shall cover the employees of the Telecommunications and Technologies unit except as modified by the following:

Employees employed by Telecommunications and Technologies as of the signing of this Agreement will be grandfathered at the benefit levels they are currently receiving as provided below:

- 1.) Employees shall not be docked for lateness up to fifteen (15) minutes. However, it is understood that all employees are required to report at the designated starting times.
- 2.) In addition to those holidays specified in the National Agreement, grandfathered employees shall receive the following holidays:
 - a.) One-half (1/2) day on the day immediately preceding Christmas Day.
 - b.) Pay treatment for the half day worked immediately preceding Christmas Day shall apply only if the employee has worked a half day on the day immediately preceding Christmas Day.

Grandfathered employees: Wendy Connolly

MOA – TELEWORK AGREEMENT

The employer shall have a teleworking program for telework eligible employees represented by this CBA under the terms below. The Union shall have the right to negotiate over any proposed changes to such terms.

A. **Telework (General)**

1. Teleworking is a work arrangement in which an employee may perform the duties and responsibilities of the employee's position and other authorized activities away from his or her central workplace, at home or another off-site location ("alternative site"). The alternative site must be safe and free from interruptions, which is the employee's responsibility. Teleworking may not be suitable for all employees and/or positions, and teleworking decisions will be based on the following guidelines and whether the work can be performed from off-site. While supervisors or departments may not be amenable to any fixed-term telework arrangements and are not required to participate in the program. While no employee is entitled to such an arrangement, every employee is entitled to make a request, such request will not unreasonably be denied. If the request is denied, the Union may escalate the matter to the process described in Section H (Telework Denial).

2. Provided that a department has concluded that telework is appropriate for its employees, telework decisions for employees within that department will depend upon an assessment of the following factors:

- i. Must be a permanent employee who has passed probation;
- ii. Must not be in the disciplinary process or in informal counseling (coaching);
- iii. Can be conducted outside the office and via electronic or telephonic methods;
- iv. Requires little face-to-face interaction and can be done independently;
- v. The ability to work independently and on a reliable basis.

B. **There are two types of teleworking employees:**

1. *Regular Fixed-Term Teleworking:* In regular telecommuting, the employee will have an established, predictable schedule, also known as Work from Home Agreement.
2. *Occasional or Periodic Teleworking:* Occasional telecommuting is characterized by situations when an employee will telecommute sporadically, generally on an as needed basis.

C. **Regular Fixed-term Telework:**

1. Eligible employees may request to participate in fixed-term teleworking, which will permit an employee to telework for up to five (5) fixed days each week. Fixed-term telework is available only for full-day increments.
2. Fixed-term telework must be approved in advance and in writing by the employee and their

supervisor agreeing to, completing and signing the “Work from Home Agreement” form and the supervisor submitting it to the CWA HR Department and the employee submitting it to their collective bargaining representative

3. The Employer reserves the right to require an employee to perform work in the office or travel irrespective of an employee's fixed telework day to accommodate work needs as they arise. Notice for such sudden changes to the schedule shall be provided to the employee as soon as practicable.

D. **Occasional or periodic teleworking** may be approved where an employee is assigned a project that is best completed outside the office, or to accommodate an occasional personal need which will not interfere with the employees' performance of their duties.- The employee must obtain prior written email approval by the supervisor.

E. **Work Productivity.** Teleworkers will be held to the same standards of work productivity as on-site employees and must be available by email and phone while teleworking. It is understood that timely response is especially important, all employees must respond, to all telephone, text, and email messages from their supervisor (as well as such messages from others to which it is their duty to respond) within a reasonable amount of time during working hours. It is expected that the employee and coworkers will keep each other informed of significant events occurring and relevant information obtained during the workday that otherwise would be shared in the absence of teleworking.

F. **Call out procedure during Telework.** The employee must follow all call-in procedures for any periods of time when the employee is off on sick leave, personal days, vacation, or other matters. The employee must keep the supervisor informed of their work location. A change in work location to a place that is remote from the office without prior agreement with the supervisor will not excuse the employee from times when the employee is required to be in the office.

G. **Handling of Revocations or Modifications of Telework Arrangements.**

1. **Non-permanent revocations or modifications.** Sudden non-permanent changes to the fixed-term agreement to meet work needs as described in Section c(3) above, are not considered discipline, and shall not be subject to the grievance and arbitration procedure. If the non-permanent revocation or modification is scheduled to last more than two weeks and the Union believes it is not tied to work needs or is otherwise unfair, the Employer will meet with the Union, upon request, within 7 days of the notice of the change, to discuss the issue and both parties will work to seek a resolution.

2. **60-Day and 90-Day revocations or modifications (low or non-performance).** In the event of revocations or modifications due to the employee's low or non-performance, the employer and the union will meet to discuss any issues with respect to the revocation or modification within seven (7) days of the notice of such revocation or modification. In general the employer will follow the below process for employees who are not performing while on telework:

- i. **Low- performance.** If an employee's telework agreement is revoked because of low- performance, that employee shall not be reinstated to telework for 60 days. After 60 days that employees shall be able to reapply for telework following a reevaluation between the employee, their supervisor, and the Union.
- ii. **Non-performance.** If an employee's telework agreement is revoked because of non- performance, those employees shall not be reinstated to telework for 90 days. After 90 days those employees shall be able to reapply for telework following a reevaluation between the employee, their supervisor, and the Union.
- iii. **Low performance/Non-performance.** This is not considered discipline unless it is given in tandem with a formal discipline. If the employee receives formal discipline in tandem with revocation of telework, the union reserves the right to grieve.

3. **Permanent telework modification to schedule (business needs).** If a supervisor must permanently modify an employee's telework schedule for business needs, that employee shall not be able to grieve. However, if the employee believes the modification is unfair, the Union can request a meeting with the supervisor within 14 days to try to resolve the issue. In the event of this type of permanent modification, the Employer shall give the employee 14 days' notice of the change.

4. If an employee requests to modify their current telework arrangement that employee shall notify the supervisor in writing within 7 days.

5. A dispute over whether a particular requested schedule is granted or not is not grievable but shall be subject to the same 14-day meeting process as a permanent telework modification under Section I(3) above.

H. **Telework Denial and permanent revocation.** If the Union believes a supervisor or department has unreasonably denied or permanently revoked a request for telework, the Union may request to meet with the Employer within 14 days to discuss the issue and seek a resolution in accordance with this agreement. If a resolution is not reached, and if the Union believes the affected employee(s) have been treated unfairly under the standards in Section A(2) above, the Union reserves the right to grieve the denial. These are the only telework decisions which are grievable: outright denials and permanent revocations of employees' telework arrangements in violation of Section A(2). All other telework decisions are subject to the meeting processes described in the relevant sections herein, with the exception of letter M.

I. **Telework during an Emergency.** If an emergency situation results in an office building closure, any telework employee scheduled to work, will be expected to have all necessary equipment to perform his/her duties at an alternate work site.

- J. **Attendance at Meetings.** The teleworker is required to attend in-office meetings or training sessions. The Employer will provide 72 hours' notice of such meetings or training sessions when possible.
- K. When inclement weather may require a closure or delayed opening of the Headquarters or other CWA office building, it will not affect Work-From-Home. If you are working from home, employees will continue to telework their regular hours even if the federal government or HQ or relevant CWA office close. Employees working in the HQ building or another affected CWA office, will follow OPM closures and delayed starts for those employees in the case of HQ and such policies as set by the relevant Vice President in another affected CWA office.
- L. Employees who are teleworking or working in HQ, shall be allowed to use any available vacation or personal leave or if the employee has no leave available, leave without-pay, should an employee's dependent child school close due to inclement weather or hazardous conditions.
- M. This telework program may be ended, and this Memorandum terminated by either the Employer or the Union with one hundred and twenty (120) days' notice to the other party. In the event of such termination and widescale return to the office, the parties shall meet within 14 days of such notice to bargain whether there are any mutually agreeable alternatives to termination and discuss any individual hardship exceptions to the termination which might be accommodated by mutual agreement.

THIS AGREEMENT DOES NOT REPLACE ANY ADA ACCOMMODATIONS OR ANY OTHER ACCOMMODATIONS AN EMPLOYEE MAY BE ELIGIBLE TO RECIEVE.

Telework Agreement Form

Attachment:

Work from Home Arrangement for _____ (“employee”)

Pursuant to an agreement between CWA and the employee’s collective bargaining representative, this arrangement specifies the conditions for performing work from home on a regular basis for the period specified herein.

1. The employee agrees, while working from home, to work productively and remain accessible via email, text, and phone during designated work hours as if they were working in their regular CWA work location and understands that management retains the right to require the employee to come into the regular CWA work location when a business need arises. Advance notice will be given whenever possible.

2. The employee’s Work from Home Location is:

Address: _____

Home Phone # _____

Cell Phone # _____

The employee shall notify their supervisor in advance and as soon as possible if there is any change to the above information.

3. The employee will maintain a designated workspace while working from home. The employee agrees to report any work-related injury to his/her supervisor immediately. The employee agrees to maintain a safe and secure work environment.

4. Any hardware or software purchased by CWA remains its property and will be returned at the conclusion of the Work from Home arrangement. The employee agrees to protect all CWA property against unauthorized or accidental access, use, modification, destruction, or disclosure. The employee agrees to report to management instances of loss, damage, or unauthorized access immediately. CWA owned software is not to be duplicated except as formally authorized. CWA information, whether stored electronically or as hard copy, remains the property of CWA. All work produced and products developed while working from home, remain the property of the CWA. CWA equipment at the work from home site will not be used for personal purposes or by anyone else at the work from home site. Viewing of CWA information, documentation or work product by any unauthorized person (e.g. family member, neighbor, etc.) is not permitted.

5. As usual when working from home or office, when the employee takes a full or partial day off from work, the employee shall follow call-in procedures for their department, requesting the time off from their supervisor as soon as possible. When working from home, the employee will follow any check-in procedures specified by their supervisor to mark the start of their normal work day from home, indicating that they are reporting for duty and beginning their work day.

6. The employee understands that this arrangement may be modified, revoked, or terminated pursuant to the terms of the applicable collective bargaining agreement.

7. The employee and their supervisor have agreed to the following Work from Home schedule:

8. The employee understands that, depending on their job duties, they will still be required to work outside of the home during this work from home arrangement. Work from home takes the place of working in the normal CWA work location (i.e., the office) and does not take the place of field work (such as attending conferences, visiting locals, meeting with members and officers, organizing, attending events like arbitrations or contract negotiations, etc.).

9. This arrangement is not a contract of employment and may not be construed as one. This arrangement has been specifically authorized through collective bargaining between CWA and the employee's collective bargaining representative.

Signature of employee: _____

Date: _____

Signature of supervisor: _____

Date: _____

Copy to employee's collective bargaining representative and CWA Human Resources Dept.