

OFFICE CLERICAL AGREEMENT

Between

TEAMSTERS LOCAL UNION NO. 71, EMPLOYER

And

COMMUNICATION WORKERS OF AMERICA #3603 UNION

For the period of

April 1, 2023

Through

March 31, 2028

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TEAMSTERS LOCAL UNION NO. 71, EMPLOYER

And

COMMUNICATION WORKERS OF AMERICA #3603, UNION

For the period of

April 1, 2023 through March 31, 2028

AGREEMENT

THIS AGREEMENT made and entered into this first day of April, 2023 by and between TEAMSTERS LOCAL UNION NO. 71 hereinafter referred to as the "Employer", and COMMUNICATION WORKERS OF AMERICA #3603, hereinafter referred to as the "Union"

WITNESSETH

This agreement entered into for the purpose of promoting harmony and cooperation between the employees and the Employer as represented by the contracting parties being desirous of preventing strikes, and establishing equitable wage scales and working conditions of employees of the Employer and to facilitate peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees.

NOW THEREFORE, in consideration of the promises and of the mutual agreements herein contained to be performed by the parties hereto respectively, it is agreed as follows:

ARTICLE 1 - RECOGNITION

Section 1 – Scope of Recognition

The Employer agrees to recognize the Union as the exclusive bargaining representative for all office clerical employees and building maintenance employees employed at its 2529 Beltway Blvd, Charlotte, North Carolina or any other location within the jurisdiction of Teamsters Local 71, as one bargaining unit.

Section 2 – Extra Contract Agreements

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 3 – Transfer or Merger of Local Union Interests

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the operations of the Employer shall be transferred to any other location, or merged with any other Local Union or party, in whole or in part, the terms, conditions, and benefits of this Agreement shall continue to be in effect for the life thereof.

The Employer shall give notice of the existence of this Agreement to any Local Union or party to which any operation, in whole or in part, may be transferred or merged.

The employees shall be notified of the exact nature of any transaction involving transfer or merger of any work covered by this Agreement.

ARTICLE 2 - UNION MEMBERSHIP AND DUES

Section 1 – Union Membership

All office clerical employees and building maintenance employees of the employer shall be eligible to join the Union upon completion of their probationary period. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

Section 2 – Dues Check off

For all employees who have furnished the Employer written authorization for payroll deductions, the employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions within ten (10) calendar days from the day the deductions were made.

The Union agrees to notify the Employer, in writing, of any changes to be made in the deductions.

When an employee who is on check off is not on the payroll during the week which the deduction is to be made, who has no earnings, or insufficient earnings during that week, the employee must make arrangements with the Union to pay such dues.

Section 3

When the Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with the statement received from the Local Union, he shall remit same no later than 1st week of the month following the date such deduction was made and in the event he fails to do so, he shall be assessed ten per cent (10%) liquidated damages.

In the event the Employer has been determined to be in violation of this Article by the decision of the appropriate grievance procedure; and if the Employer subsequently is in violation thereof after receipt of seventy-two (72) hours written notice of specific delinquencies, the Local Union may strike to enforce this Article. However, such strike shall be terminated upon the delivery thereof. Errors or inadvertent omissions relating to individual employees shall not constitute a violation.

Section 4

The Employer agrees to deduct from an employee's pay specific amounts authorized in writing to be remitted to the Team & Wheel Federal Credit Union. All such monies deducted shall be remitted to the Credit Union weekly.

ARTICLE 3 - SHOP STEWARDS

The Employer recognizes the right of the Local Union to designate shop stewards from the Employer's seniority list. The authority of shop stewards so designated shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances with the Employer, or the designated Employer Representative, in accordance with the provisions of the collective bargaining Agreement;
- (b) The collection of dues when authorized by appropriate Local Union action;
- © The transmission of such messages and information, which shall originate with, and are authorized, by the Local Union or its officers, provided such messages and information:
 - (1) have been reduced to writing or;
 - (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to perform normal duties, or any other interference with the Employer's business.

Shop Stewards have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the local Union. The Employer recognizes these limitations upon the authority of shop

stewards and shall not hold the union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

The shop steward shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of time or pay during regular working hours without interruption of the Employer's operation; and, where mutually agreed to by the Local Union and Employer, off the property or other than during regular working hours without loss of time or pay. Such time spent in handling grievances during the shop steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime.

ARTICLE 4 - UNION ACTIVITY

Any employee member of the union, acting in any official capacity whatsoever, shall not be discriminated against for official acts as an officer of the Union, so long as the acts do not interfere with the conduct of the Employer's business. There shall be no discrimination against any employee because of Union membership or Union activities.

ARTICLE 5 - LEAVE OF ABSENCE

Section 1 – Time off for Union Activities

The Employer agrees to grant necessary time off, without discrimination or loss of seniority rights, to any employee designated by the Union to attend a labor convention or serve in any capacity or other Union business provided the Union shall give a forty-eight (48) hours' written notice to the Employer (excluding weekends) specifying the length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to the lack of available employees.

Section 2 – Leave of Absence

Any employee desiring a leave of absence shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be ninety (90) days and may be extended for like periods. Failure to comply with this provision shall result in the employee using a leave of absence as a subterfuge shall forfeit all seniority rights and job. An employee shall not accept employment elsewhere when on leave of absence, unless mutually agreed between the Employer and the Union, in writing. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of health/welfare and pension payments before the leave of absence may be approved by either the Local Union or the Employer.

Section 3 – Reason for Leave

All leaves of absence as defined and provided for herein must be in writing, signed by the employee, the Union, and the Employer.

The Employer may replace an employee on leave of absence with a casual and this casual employee will not build any seniority or any benefits under this Contract until the regular employee's leave of absence has expired.

Section 4 – Obligation To Employee On Leave

The Employer shall be under no obligation to an employee on leave of absence, except to return the employee to work in accordance with their seniority.

Section 5 – Military leave

Employees enlisting or entering military or naval service of the United States, pursuant to the provision of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges provided by the Act.

The Employer shall pay the health/welfare and pension contributions on employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days per year. The Employer shall continue

health/welfare and pension contributions up to twelve (12) months for any employee called to active duty status from the Military Reserves or the National Guard during a period of war or military conflict.

Section 6 – Alcohol and Drug use

Employees covered by this Agreement shall be afforded the same alcohol and drug provisions as contained in the National Master Freight Agreement.

ARTICLE 6 - SENIORITY

Section 1 – Definition and Rights

Seniority rights of employees shall prevail at all times. Seniority as defined and provided for within this Article shall apply only to full-time employees who have completed their probationary period.

Seniority with the Employer for employees governed by this Agreement shall be defined as the period of employment with the Employer since the employee's last date of full-time employment.

Section 2 – Layoff and Recall

Where there is a reduction in the work force, the junior most employee(s) in the office clerical classification will be laid off first.

Any employee being laid off due to slack business shall be laid off at 2400 hours on Friday, at the end of their workweek, and shall be given a seven (7) day notice in writing with a copy to the Union.

All regular employees on layoff, who are called to work, shall receive a minimum guarantee of eight (8) hours' pay at the regular rate of pay.

Any recall from layoff, including extra work, shall be in reverse order of the layoff. When an employee is recalled to regular work, the Employer shall notify the employee by certified mail sent to the Union. If the employee fails to report within fourteen (14) days from receipt of such recall notice, the employee shall forfeit all seniority rights under the Agreement, unless additional time to report is granted, in writing by the Employer.

Employees shall not be laid off or recalled while respecting an authorized picket line; however, upon removal of the picket line; the weekly guarantee shall not apply during the current workweek.

Section 3 – Seniority Termination

Seniority shall be terminated and the Employer/employee relationship shall be severed by the following conditions:

- (a) Discharge,
- (b) Voluntary quit,
- (c) Layoff of five (5) years, except the layoff will be extended one (1) year for each year to which an employee actually works fifty-two (52) days in any one (1) layoff year of his five (5) year period. A return to regular status during such period will automatically end the running at such five (5) year period.
- (d) Absence without report for seventy-two (72) hours, except in extreme emergencies (nonscheduled working days accepted.)
- (e) Non-compliance with Article 5, Section 2, Leave of Absence.
- (f) Failure to comply with the requirements of the terms of recall from layoff.

Section 4 – Probationary Period For New Full-Time Employees

A new employee shall be employed on a sixty (60) calendar day probation period during which time the employee can be discharged without recourse. Only the provisions of this Agreement relating to rates of pay shall apply during the probationary period.

Section 5 – Part-time Employees

Seniority – Part-time employees shall not accrue seniority. If hired as a full-time employee, the seniority date shall be the first day of full-time employment.

Wages – Part-time employees shall be guaranteed four (4) hours' pay at one-half (1/2) the rate of a full time clerical employee. A part-time employee who works over the eight (8) hours per day or forty (40) hours per week shall receive time and one-half (1 ½) times their regular rate of pay for all hours of overtime work.

Benefits – Part-time employees shall not receive any of the benefits contained in this Agreement, except those related to wages described in this Article.

ARTICLE 7 - BONDS

Should the Employer require any employee to give bond cash bond shall not be compulsory, and any premium involved shall be paid by the Employer. The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, the employee must be notified in writing. Failure to notify shall relieve the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of the notice to make their own bonding arrangements. Only standard premiums shall be paid by the Employer. A standard premium shall be that premium paid by the Employer for bonds applicable to all other employees in similar classifications. Any excess premium is to be paid by the employee.

Cancellation of a bond after once issued shall not be cause for discharge, unless the bond is canceled for cause which occurs during working hours, or due to the employee having given a fraudulent statement in obtaining said bond.

The Employer shall not be required to work any employee while the employee is unable to obtain a bond.

ARTICLE 8 - EXAMINATION AND IDENTIFICATION FEE

Section 1 – Examination

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs. Regular full-time employees shall have examinations scheduled during working hours, with no loss of pay.

The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense. In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third doctor within thirty (30) days. The opinion of the third doctor shall be final. The expense of the third doctor shall be equally divided between the Employer and the Union.

Section 2 – Identification

Should the Employer find it necessary to require employees to carry or record personal identification, such requirement shall be complied with by the employees. The cost of the required identification shall be paid by the Employer.

ARTICLE 9 - DISCHARGE, SUSPENSION OR OTHER DISCIPLINARY ACTION

The Employer shall not discharge nor suspend any employee without just cause, but in respect to **discipline, discussions between the employee and immediate management will be sufficient to ensure understanding of proper behavior required and to correct deficiencies. If such discussions are not effective and unacceptable behavior continues, the following procedure shall normally apply:**

1. Verbal warning (documented)
2. Written Warning
3. Suspension/Letter in lieu of suspension
4. Termination

No warning notice need be given to an employee before discharge if the cause of such discharge is:

- (a) Dishonesty or theft;
- (b) Drunkenness;
- (c) Drinking or being under the influence of alcohol or drugs during working hours, including meal periods;
- (d) Assault on the Employer or the Employer's representative during working hours;
- (e) Use of narcotics (as described by the Pure Food and Drug Act), barbiturates, or amphetamines while on duty;
- (f) Willful damage to the Employer's property or equipment.

Discharge or suspension must be by proper written notice to the employee and the Union. Warning notices shall have no force or effect after six (6) months for the date of issue. Suspensions and discharge, other than for offenses enumerated in this Article (cardinal sins) will not be implemented, if a timely protest is made, until such time as the Union and Employer agree the suspension or discharge is appropriate or until after a final determination is made through the grievance procedure.

Any employee may request an investigation as to their discharge or suspension. If such investigation proves that an injustice has been done against the employee, the employee shall be reinstated. The terms and conditions of such reinstatement may provide for full, partial or no compensation for time lost. Appeal from discharge must be taken within ten (10) calendar days by written notice to the Employer and filed to the grievance procedure.

If not resolved, a discharge grievance shall be filed immediately to the grievance procedure.

The Employer is permitted to make and enforce any reasonable rules, by mutual agreement with the Union, which do not conflict with the provisions of this Agreement. Any dispute concerning these rules will be subject to the grievance procedure.

ARTICLE 10 - GRIEVANCE MACHINERY

Section 1 – Committee

The Union and Employer agree that the grievance procedure shall be as follows:

Step 1

- (a) An employee having a grievance may present it to the employee's immediate management representative, Local 71 President or his designee or have the grievance presented on his/her behalf by a Local CWA Union representative.
- (b) A grievance shall be presented at Step 1 as soon as possible after it arises, but in no event later than ten (10) calendar days after it occurred. Failure to present the matter within this time shall constitute an abandonment and waiver of the grievance.
- (c) The Local 71 President, or his designee, shall attempt to reach a satisfactory settlement of the grievance and will give his/her answer within five (5) calendar days after its presentation to him/her, unless otherwise mutually agreed to by both parties.

Step 2

1. In the event that a grievance cannot be settled to the satisfaction of the parties' through the grievance procedure, the case may then be submitted to arbitration provided the Union notifies the Employer within thirty (30) days following the receipt of the Step 1 answer denying the grievance.
2. The arbitrator shall be selected by requesting a panel from the Federal Mediation and Conciliation Service.
3. It is agreed that the arbitrator shall have no authority or power to make an award affecting a change, modification or addition to this Agreement.

4. All expenses and charges of the arbitrator shall be shared half by the Employer and half by the Union.
5. Each party shall bear its own cost of preparation, including those of witnesses and representatives at the hearing.
6. The decision of the arbitrator shall be final and binding upon all parties.

Section 2 – Examination of Records

The Local Union shall have the right to examine any records pertaining to any dispute or grievance which may arise.

ARTICLE 11 - GRIEVANCE MACHINERY AND UNION LIABILITY

The Union and the Employer agree that there shall be no strikes, lockouts, tie-ups or legal proceedings without first using all possible means of settlement, as provided for in this Agreement, of any controversy which might arise. Disputes shall first be taken up between the Employer and the Local Union. Failing adjustment by these parties, within thirty (30) days, the grievance procedure/arbitration will apply.

In the event of strikes, work stoppages, or other activities which are permitted in case of default or failure to comply with settlements or an arbitrator's award, no interpretation of this Agreement by an tribunal shall be binding upon the Union or affect the legality or lawfulness of the strike, unless the Union stipulates to be bound by such interpretation, it being the intention of the parties to resolve all questions of interpretations by mutual agreement. Nothing herein shall prevent legal proceedings by the Employer where the strike is in violation of this Agreement.

The procedures set forth herein may be invoked only by authorized Union representatives or the Employer. Authorized representatives of the Union may file grievances alleging violation of the Agreement under the grievance procedure.

Section 2 – Authorized Representative

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer, make commitments for the Union generally, and in particular have sole authority to act for the Union in calling or instituting strikes or any stoppages of work. The Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized act of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge and such employee shall not be entitled to or have any recourse to any other provisions of the Agreement. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slowdown, walkout, or any other cessation or work; and such employee shall not be entitled to have any recourse to any other provisions of this Agreement.

Section 3 – Delinquent Contributions

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contribution to the health and welfare or pension funds, created under this Agreement, in accordance with the rules and regulations of the trustees of such funds, after proper official of the Local Union has given five (5) days' written notice to the Employer of such delinquency in health and welfare or pension payments, the employees or their representative shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

Action for delinquent contributions may be instituted by either the Local Union or the Trustee. The Employer must also pay all attorney's fees and costs of collection.

Section 4 – Time Limits

Where there is a proven violation of wage provisions in this contract, wage provisions are interpreted to mean the hourly rate (including the overtime rate), it is agreed the time limit is waived for a period not to exceed three (3) years, between the parties, involving:

- (1) holiday pay while an employee is absent due to illness and/or injury;
- (2) vacation pay; and,
- (3) Personal (birthday/anniversary) holidays.

ARTICLE 12 - LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of willful gross negligence is shown. This Article is not to be construed as permitting charges for loss or damage to equipment under any circumstances.

ARTICLE 13 - PAY PERIOD

All employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee.

ARTICLE 14 - COMPENSATION CLAIMS

The Employer agrees to cooperate toward the prompt disposition of employee on-the-job injury claims. The Employer shall provide workmen's compensation protection for all employees even though not required by state law or the equivalent thereof, if the injury arose out of or in the course of employment.

An employee who is injured on the job, and sent home or to a hospital, or who must obtain medical attention shall continue to receive their regular wages for the remainder of that workday.

The Employer agrees to provide any employee injured transportation at the time of injury, from the job to the medical facility and return to the job, or to the employee's home, if required.

ARTICLE 15 - WORKDAY/WORKWEEK

Section 1 - Workday

The regular workday shall be eight (8) consecutive hours, exclusive of a lunch period of not less than one-half (1/2) hour nor more than one (1) hour and shall be paid at the regular hourly rate.

The weekly guarantee shall be forty (40) hours for all employees covered by this agreement. Any employee may be required to work in excess of eight (8) hours in any one day or forty (40) hours in any one (1) week. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the time and one-half (1 ½) rate.

Section 2 - Workweek

The regular workweek shall be five (5) consecutive days, Monday through Friday, unless otherwise mutually agreed to.

Section 3 - Overtime

Any hours worked in excess of the regular workday or workweek shall be paid at time and one-half (1 ½) the employee's regular rate of pay.

No employee will be required to work more than two (2) hours' overtime in any one (1) workday, unless mutually agreed to.

Section 4 - Starting time

Starting time is subject to management's discretion. The workday will be eight (8) hours between the hours of 7:00 a.m. and 6:00 p.m. Each employee covered by this Agreement shall have a designated starting time which will apply unless otherwise mutually agreed to.

Maintenance employee(s) will have no claim on any volunteer work done outside their regular workday or workweek preparing for special events. Example: Family Day, Political Events, etc.

Anytime the maintenance employee(s) is requested to chaperon extra activities at the Union hall on off days or after regular hours he will be paid no less than time and one-half (1 ½) his regular rate of pay for each hour or fraction thereof that they work with a minimum guarantee of four (4) hours.

Section 5 – Call Back

Any employee called back to work after having completed their regular workday or workweek shall be guaranteed four (4) hours' pay at the overtime rate.

Section 6 – Laid off Employees

A lay off employee shall be guaranteed a minimum of eight (8) hours' pay when called to work. Overtime shall apply if the laid off employee works in excess of eight (8) hours in any one (1) day.

Section 7 – Work on Off Days

All regular employees shall be guaranteed a minimum of four (4) hours' pay at the overtime rate of pay when called to work on an off day.

Section 8 – Pyramiding Overtime

There shall be no pyramiding of daily or weekly overtime and/or premium pay. This shall also apply to part-time and lay off employees.

ARTICLE 16 - UNION AND EMPLOYER COOPERATION

The union, its members, and the Employer agree at all times as fully as it may be within their power to further their mutual interest and interests of the International Brotherhood of Teamsters. The Union and the Employer recognize the principle of a fair day's work for a fair day's pay. The Employer may establish reasonable work standards which shall take into account all factors relating to the work assignments, subject to agreement with the Local Union. The purpose of this statement of principle is to protect the long range interests of the employees, the Union, and the Employer.

ARTICLE 17 - PROTECTION OF RIGHTS

It shall not be a violation of this Agreement and it shall not be cause for discharge of disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket lines, including the primary picket line for the Union party to this Agreement, and including primary picket lines at the Employer's places of business.

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action or permanent replacement if any employee refuses to perform any service which the Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes would be performed by the employees of the Employer or person on strike.

Any alleged violation of this Article shall be referred to the grievance procedure as set out in Article 10 of this Agreement.

ARTICLE 18 - SUBCONTRACTING

For the purpose of preserving work and job opportunity for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature, or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other office, person, or non-unit employees if there are any bargaining unit employees in layoff status.

Any alleged violation of this Article shall be referred to the grievance procedure as set out in Article 10 of this Agreement.

It is agreed that employees excluded from the bargaining unit shall not perform the duties of employees within the bargaining unit on company time and/or company equipment, except in case such as instructing new employees, sickness, accident, vacation, or Act of God, except business agents and officers of the Employer will be allowed to use computers in their personal offices as well as copiers, business machines, etc. in the business office after hours provided no secretaries are laid off. Part-time and/or casual employees will have no claim on this work.

Employees excluded from the bargaining unit may help and assist employees within the bargaining unit, provided such help and assistance is not being used by the Employer to avoid recalling bargaining unit from layoff status.

ARTICLE 19 - MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of signing this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

This provision does not give the Employer the right to impose or continue wages, hours and working conditions at less than those contained in this Agreement.

ARTICLE 20 - NEW CLASSIFICATION

If the Employer classification establishes an office clerical or building maintenance classification not covered by this Agreement, subsequent to the ratification of this Agreement, working conditions and rates of pay for the new classification shall be subject to negotiations. Working conditions and rates agreed upon shall be effective as of the date the classification is established.

ARTICLE 21 - NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms of conditions of employment dues to race, color, religion, sex, national origin, or disability, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or disability. Any violation of this Article shall subject to the grievance procedure.

ARTICLE 22 - EMERGENCY REOPENING

In the event of work, declaration of emergency, imposition or mandatory economic controls, the adoption of a National Health Program, any Congressional or Federal agency action or any change of operations, employer closure, or other reorganization that has a significantly adverse effect on the financial condition of the Employer during the life of this Agreement, either party may reopen this Agreement upon sixty (60) days' prior written notice and request renegotiations of the provisions of this Agreement directly affected by such action.

Upon the failure of the parties to agree in such negotiations within the subsequent sixty (60) day period, thereafter either party shall be permitted all lawful economic recourse to support its request for revisions. If governmental approval of revisions should be necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

ARTICLE 23 - SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money due to the employee during the first payroll department working day. Failure to do so shall subject the Employer to pay liquidated damages in the amount of eight (8) hours' pay for each day of delay. Upon quitting, the Employer shall pay all money due to the employee on the next regular payday following such quitting.

ARTICLE 24 - SANITARY CONDITIONS

The Employer shall maintain a clean and heated break room and toilet facilities, including hot and cold running water.

All employees shall cooperate in maintaining these facilities and shall not deface or damage Employer property.

Violation of this provision shall be subject to the grievance procedure.

ARTICLE 25 - INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working scheduled.

ARTICLE 26 - CHANGE OF OPERATION

Where the work of the 2529 Beltway Blvd., Charlotte, NC office covered by this Agreement is transferred to another office or location the employees affected have the right to follow the work.

The seniority and other benefits of the affected employee(s) shall not be reduced as a result of the transfer of work and relocation.

Seniority of other unionized office and maintenance employees, covered by a CWA contract, are merged as a result of a merger and/or change of operations will be dove-tailed into the office seniority list in accordance with their present seniority. However, the merger of non-unionized or non-CWA union office and/or maintenance employees will be end-tailed as the result of any merger and/or change of operations.

ARTICLE 27 - MEAL/BREAK PERIOD

Meal periods shall be not less than one-half (1/2) hour nor more than one (1) hour and shall be taken between the fourth (4th) and sixth (6th) hours, unless mutually agreed to. If an employee is required to work beyond the sixth (6th) hour before taking a meal period, the employee will be allowed to take a meal period and, in addition, compensated for the meal period at time and one-half (1 ½) times the regular hourly rate.

If, in the future, the practice of having coffee brought to the clerical staff is discontinued, then a ten (10) minute break twice a day, once in the morning and once in the afternoon, shall be in effect for each of the clerical employees.

ARTICLE 28 - VACATIONS

All full-time employees shall be entitled to vacation according to the following schedule:

One (1) year	One (1) week's vacation
Two (2) years or more	Two (2) weeks' vacation
Eight (8) years or more	Three (3) weeks' vacation
Fifteen (15) years or more	Four (4) weeks' vacation
Twenty (20) years or more	Five (5) weeks' vacation
Twenty-Five (25) years or more	Six (6) weeks' vacation

Vacation pay shall be forty-five (45) hours at the prevailing straight-time hourly rate at the time of vacation for each week of vacation taken.

Employees earning their first week of vacation must be employed for a full twelve (12) months and must have worked sixty per cent (60%) of the first year to be eligible for a vacation with pay. After the first year, employees may take vacations they are entitled to during the calendar year at any time during that year, subject to the fifteen per cent (15%) limitation, but not less than one (1) person.

Any new employee coming to work within thirty (30) days of the last day of their employment from any Company represented by the Employer, or another Local Union affiliated with the International Brotherhood of Teamsters, shall retain their seniority for vacation purposes only, not to exceed the schedule above.

If more than one (1) employee is employed at the same office, vacation weeks shall be awarded by seniority.

One (1) week's vacation shall take precedent over one (1) day's vacation. Vacation will accrue as of January 1st of each year. Any unused vacation on December 31st can be carried over into the following year not to exceed two (2) weeks or employee is paid unused vacation not to exceed two (2) weeks.

ARTICLE 29 - HOLIDAYS

Section 1 – Schedule of Holidays

The following named holidays and all other holidays observed by the International Brotherhood of Teamsters shall be paid for at the rate of eight (8) times the regular hourly rate of pay, in addition to any monies earned by the employee(s) who works on a holiday:

- * **New Year's Eve**
- * **New Year's Day**
- * **Martin Luther King**
- * **President's Day**
- * **Good Friday**
- * **Memorial Day**
- * **Juneteenth**
- * **Fourth of July**
- * **Labor Day**
- * **Veteran's Day**
- * **Thanksgiving**
- * **Day after Thanksgiving**
- * **Christmas Eve**
- * **Christmas Day**
- * **Employee's Birthday**
- * **Employee's Anniversary**

When Christmas Eve and/or Christmas Day fall on Saturday or Sunday, the office will observe the holiday as follows:

If Christmas Day falls on Saturday, the Christmas Eve and Christmas Day holiday will be observed on Thursday and Friday.

If Christmas Day falls on Monday, the Christmas Eve and Christmas Day holiday will be observed on Monday and Tuesday.

If Christmas Day falls on any other day of the week, the actual days for Christmas Eve and Christmas Day will be observed.

By Mutual agreement with the Employer, it is agreed any employee may take a personal holiday at any time in lieu of their birthday and/or anniversary holidays.

Section 2 – Work on a Holiday

Full-time employees required to work on any of the above listed holidays, except personal holidays, shall be paid a minimum of six (6) hours' pay at two (2) times the regular hourly rate of pay, in addition to the eight (8) hours' holiday pay.

Section 3 – Holiday during Vacation

If a holiday falls within an employee's vacation period, the employee shall have the option of taking the last scheduled workday preceding the vacation or taking the first scheduled workday preceding the vacation or taking the first scheduled workday following the vacation.

Section 4 – Holidays on Employee's Off Day

If a holiday falls on an employee's off days, the employee will receive a day off.

Section 5 – Qualifying for Holidays

- (A) Regular employees: In order to qualify for straight time pay for a holiday not worked, the employees must work the regular scheduled workday which immediately precedes or follows the holiday, except in cases of proven illness or unless mutually agreed to.

The regularly scheduled workday which immediately precedes or follows the holiday means the day (s) the employee is actually scheduled to work.

- (B) Laid off Employees: A full-time employee, in layoff status, shall be eligible for the holiday pay if the employee works one (1) day in the calendar week preceding the week in which the holiday falls, one (1) day during the holiday week, or one (1) day in the calendar week following the week in which the holiday falls, provided they work the day before or the day after the holiday if requested to do so.

Section 6 – Seniority

Seniority shall apply to all options or available work under this Article.

Section 7 – Probationary Employees

Employees who are serving their sixty (60) days probationary period not entitled to holiday pay for holidays falling within the probationary period.

Section 8

Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness, non-occupational injury, or within the first six (6) months of accumulative absence due to occupational injury.

ARTICLE 30 - BEREAVEMENT LEAVE

In the event of a death in the immediate family of a full-time employee, the employee shall be guaranteed up to a maximum of four (4) days off with pay. Three (3) days guaranteed pay regardless of day of death or day of funeral. Each day of bereavement pay shall be paid at the regular daily rate of pay at the employee's current hourly rate.

The employee's family means spouse, son, daughter, father, mother, brother, sister, mother-in-law, or father-in-law, **Brother-n-law, Sister-n-law, Son-n-law, Daughter-n-law, Grandparents, Grandparents of spouse, Grandchildren, and/or any person residing in the household of the employee. Additionally, one (1) day with pay per calendar year shall be granted for the death of a person of importance not listed in this article.**

ARTICLE 31 - HEALTH AND WELFARE

The Employer agrees to make contribution to the Central States, Southeast and Southwest Areas Health and Welfare Fund for each full-time employee a sum equal to the plan in effect for the other full time employees of Teamsters Local 71.

By the execution of this Agreement, the Employer authorizes the Employers' Association which are parties hereto to enter into the appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks beginning with the first week after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to make the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare during the period of absence.

ARTICLE 32 - PENSION

The Employer agrees to make contributions to the Central States, Southeast and Southwest Areas Pension Fund for each full-time employee to the plan in effect for all other full time employees of Teamsters Local 71.

By the execution of this Agreement, the Employer authorizes the Employers' Association which are parties hereto to enter into the appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks beginning with the first week after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to make the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

ARTICLE 33 - SICK LEAVE

The existing sick leave program in effect at the time of the signing of this Agreement shall be set out below:

- 1) Employee will have five (5) days' sick leave from April 1st through March 31st of each contract year.
- 2) Any part of the unused sick leave, as outlined in 1) above shall be paid on March 31st of each year at the employee's regular rate of pay for each unused day.
- 3) Any employee unable to work because of illness or injury, after using their initial five (5) days' sick leave as outlined in 1) above, shall continue to draw their full weekly salary and benefits, for up to three (3) weeks. At the end of three (3) weeks, if the employee is unable to return to work, they will then qualify for their Central States Health and Welfare Benefits.

ARTICLE 34 - FAMILY MEDICAL LEAVE

All employees who work for the Employer for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993.

Eligible employees are entitled to up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth or adoption of a child or the placement of a child for foster care;
2. To care for a spouse, child, or parent of the employee due to a serious health condition; or
3. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain health insurance coverage during the period of the leave.

The Employer may require the employee to substitute accrued paid vacation or other paid leave for part of the twelve (12) week leave period.

The employee is required to provide the Employer with at least thirty (30) days' advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable.

The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second (2nd) opinion at the Employer's expense. If the second opinion conflicts with the initial certification, a third opinion from a health provider selected by the first and second opinion health care providers, at the Employer's expense, may be sought, which shall be final and binding? Failure to provide certification shall cause any leave taken to be treated as an unexcused absence.

As a condition of returning to work, an employee who has taken leave due to his/her own serious health condition must be medically qualified to perform the functions of his/her job.

It is specifically understood that an employee will not be required to repay any of the contributions for his/her health insurance during FMLA leave. No employee will be disciplined for requesting or taking FMLA leave under the contract, absent fraud, misrepresentation, or dishonesty.

Disputes arising under this provision shall be subject to the grievance procedure.

The provisions of this Section are in response to the Federal FMLA shall not supersede any state or local law which provides for greater employee rights. The minimum requirements provided by the law shall prevail unless the Contract provides for a type or level of benefit greater than that specified under the FMLA.

ARTICLE 35 - JURY DUTY

All full-time employees called for jury duty will continue to receive the eight (8) hours' pay per day of jury service, with a maximum of ten (10) days per calendar year. The Employer, recognizing that pay received for jury service is reimbursed for out-of-pocket expenses incurred, shall not deduct such expenses from the wages paid by the Employer.

Time spent on jury service, to a maximum of ten (10) days, will be considered time worked for the purpose of the Employer contributions to the Health and Welfare and Pension Funds.

ARTICLE 36 - WAGES AND CLASSIFICATIONS

Section 1 - Classifications

The Employer and the Union agree that three (3) classifications exist under the terms of this Agreement: (1) General Secretary, (2) Insurance, **(these classifications may be combined)** (3) Bookkeeper, and (4) janitorial. Although the bookkeeper position is part of the bargaining unit, it is understood however, that any employee of Local 71 while serving on Local 71's Executive Board shall be excluded from the bargaining unit.

Management shall have the right to cross-train employees within the above classifications offered in seniority order, however, excluding the Building Maintenance classification **shall be excluded from all cross training.**

Section 2 – New Employee Rates

Employees with prior full-time Local Union experience hired within thirty (30) days from their former position with said Local Union shall receive the full rate of pay after completion of their probationary period.

New employees, without prior full-time experience in a Local Union, shall receive wages on the following schedule:

- 1) Effective first (1st) day of employment – 80% of the current rate.
- 2) Effective after sixty (60) days of employment – 90% of the current rate.
- 3) Effective six (6) months from the first date of employment – 100% of the current rate.

The term “current rate” is the applicable hourly rate of pay for the job classification, including all wages and guaranteed cost-of living adjustments payable under this Agreement. The above rates shall not apply to casual employees.

Section 3 – Wages: The following rate increases will be added to the current rates of pay per classification:

April 1, 2023 – .70 cents

The remainder of the years (2024 thru 2027) will pertain to the language below:

Me to clause for: same raises that UPS and Teamsters agreed to in their 2023 contract negotiations. If UPS and Teamsters negotiate a contract for less than five years, the following agreements require raises to be given, along with any retro pay owed at ratification of the UPS and Teamsters contract. Pay raises will continue on April 1, 2023, 2024, 2025, 2026, and 2027.

Wages – Part-time employees shall be guaranteed four (4) at the hourly rate of twenty (20) dollars per hour. A part-time employee who works over the eight (8) hour per day or forty (40) hours per week shall receive one and one-half (1 ½) times their regular rate of pay for all hours overtime work. **Part-time employees may be paid at a higher rate of pay than those listed above upon mutual agreement with the Company and the Union. At no time will a part-time employee’s rate of pay exceed a full-time employee’s rate of pay.**

Section 4 – Cost-of-Living

All employees covered by this Agreement shall receive a cost-of-living allowance based on the highest rate awarded to any member of Local 71. A decline in the Index shall not result in a reduction of classification base rate.

ARTICLE 37 - CONTINUING EDUCATION

A. Continuing Education:

Secretaries, at the sole discretion of management, will be afforded the necessary time off, without loss of pay, to avail themselves of any necessary training required to perform the functions of their job(s). The Employer will also pay any tuition and/or cost of classes which may be necessary.

B. Cross Training:

ARTICLE 38 - TERMINATION OF AGREEMENT

Section 1 – Term of Agreement

This Agreement shall be in full force and effect from April 1, 2023 to and including March 31, 2028 and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) calendar days prior to the expiration date.

Section 2 – Continuation of Agreement

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement either party may serve upon the other notice, at least sixty (60) calendar days prior to March 31, 2028 or March 31st of any subsequent contract year advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

Section 3 – Effective Dates

Revisions agreed upon or ordered shall be effective as of **April 1, 2023** or April 1st of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their request for revisions, if the parties fail to agree thereon.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 30 day of March, 2023.

FOR THE EMPLOYER
TEAMSTERS LCOAL UNION NO. 71


Secretary-Treasurer – Brandon Price

Date: 3-30-2023

FOR THE UNION
COMMUNICATIONS WORKERS
OF AMERICA #3703


President – Mike Dolan

Date: 3-30-2023