



COMMUNICATIONS WORKERS OF AMERICA

AND

THE CALVERT COMPANY

May 7, 2014 to May 7, 2017

This Agreement made and entered into this 7th day of May, 2014 COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the "Union" and THE CALVERT COMPANY, hereinafter referred to as the "Company."

ARTICLE 1
Recognition

Section 1 The Company hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, for all of its employees performing work in classifications covered by this agreement as one bargaining unit by excluding those exempted in the Labor Management Relations Acts of 1947, as amended.

Section 2 All bargaining unit work will be performed by CWA-represented employees.

ARTICLE 2
Responsible Union — Company Relationship

Section 1 The Company and the Union recognize that it is in the best interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this Agreement. Each party shall bring to the attention of all employees in the units covered by this Agreement, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed to insure adherence to this purpose.

Section 2 Should the Company establish a new job or a job, which combines work done in the unit with new duties not previously performed on a job in the unit, the resulting job shall be considered in the bargaining unit. The Company and the Union shall negotiate rates of pay and other conditions for all new jobs established in the unit and also if the Company work in other states.

Section 3 When new employees are hired the Company shall notify the Union within seven (7) calendar days in writing, by mail, of the date of hire of said employee's rate of pay and anticipated duration of employment. Any changes in the employee's classification, rate of pay or status after initial hire shall also be communicated by mail in writing to the Union within seven (7) calendar days of such change, included shall be changes in status due to layoff, disability, leave of absence or discharge.

Section 4 When the Company brings new employees on the payroll; time will be allowed during work hours for the Union to meet with the member or members to explain

Union benefits and activities.

Section 5 The Company will pay the cost of printing this contract and provide each employee with a copy.

**ARTICLE 3
Non-Discrimination**

Section 1 In a desire to restate their respective policies, neither the Companies nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, marital status, sexual preference, national origin or because the person is handicapped or a disabled veteran.

Section 2 It is mutually agreed that neither party shall interfere with, restrain coerce or otherwise discriminate against employees in their right to join or assist, or refrain from joining or assisting any labor organization.

Section 3 The Companies shall not interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union.

**ARTICLE 4
Union Security**

Section 1 It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, Shall remain members in good standing and those who are not members on the effective date of this Agreement, not later than the 30th day following the effective date of the Agreement, shall become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the effective date shall not later than the 30th day following the beginning of such employment, become and remain members in good standing in the Union.

**ARTICLE 5
Union Status and Rights**

Section 1 Stewards - The Union will notify Company in writing of the stewards and the Company shall recognize no others.

Section 2 Access - All Authorized Union representatives shall have access to Company's premises to ascertain whether conditions of this Agreement are being observed.

Section 3 Administration - Those described in Sections 1 and 2 shall be permitted to

transact Union business directly related to the administration of this Agreement on the Company's premises. A steward shall sustain no loss of pay while administering this Agreement.

A Union steward or one member of a negotiating committee shall not suffer a loss of pay while attending a joint Union-Company meeting or for reasonable travel time to and from such meetings. It is understood that such joint meetings and travel time is considered time worked.

Section 4 Bulletin Board - A suitable bulletin board or bulletin board space shall be provided at the Company's premises for the Union's exclusive use.

ARTICLE 6 Dues Check off

Section 1 The Company agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues, hereinafter referred to as "dues," each payroll period and initiation fees from the pay of an employee, upon receipt of a dues deduction card, signed by such employee, and to pay over to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues deductions will begin as soon as possible after receipt of the signed authorization card in accordance with the Company's normal payroll procedures.

Section 2 If, for any reason, the Company fails or is unable to make the authorized deduction from a paycheck in any payroll period, the Company will deduct the accumulated authorized deduction in an ensuing payroll period or periods the employee's pay is sufficient. In case the accumulated amount exceeds the amount of authorized deductions, the deductions shall be made in an ensuing payroll period or periods at up to four (4) times the authorized amount until the accumulated amount is deducted.

If an employee's pay remains insufficient to permit the deduction of the accumulated amount for more than three (3) consecutive months, no subsequent deduction will be made to make up the deficiency.

Any dues delinquency which accrues during such three-month period or any extension of such period while would be insufficient to permit dues deductions shall not affect the employee's status under the provisions of Article 4, Union Security, and he/she shall not be obligated thereafter to make up any such dues delinquency to maintain his status as an employee under that Article. In the event that an employee's pay for the payroll period is insufficient to cover all authorized payroll deductions for the payroll period, deductions will receive reference in the

order determined by the Company.

Section 3 When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed if an individual on leave is placed on the payroll within fifty-three (53) weeks from the date the leave became effective. When the period of absence on leave exceeds fifty-three (53) weeks, the authorization shall be automatically canceled.

Section 4 The rate or amount of the dues deduction for all members, for any job title and wage classification of members, or for a given local may be changed by the Union notifying the Company in writing of the dues change. Following notice from the Union, such change in dues rate or amount will be deducted from future wage payments in accordance with the Company's regular payroll practice.

Section 5 The Company agrees to furnish the Union the following information about each employee covered by this Agreement on a monthly basis on computer tape or in some other manner agreeable to both Company and Union: Social Security number, work location, payroll number, name, class of employee (I.E., RF - regular full time, RP - regular part time, TF - temporary full time, TP - temporary part time, OC - occasional, Union local number, authorized dues deduction, hourly rate and base hours or weekly base wage, commissions (if applicable), net credited service date, residence address including zip code, birth date, amount of monthly dues deducted, amount of initiation fees deducted, amount of make-up dues deducted, amount of advance dues deducted, total amount of deductions for the month, or if no deduction was made, the reason for not making a deduction, and a change code indicating a change in any indicative data as previously reported by the Company in a prior month. The following information will also be provided: Company name, mailing address, contact person, and telephone number, dues month and year and dues deduction frequency (monthly, semi-monthly, by-weekly or weekly.)

The information listed above will be taken from Company records and will be sent to the Union with the dues collected no later than ten (10) days after the end of the preceding month during which deductions were made. However, the Union recognizes that errors and delays may and will occur and, in using the information furnished, assumes all risks associated therewith.

Section 6 The Company agrees to furnish the Secretary of the local a roster of all employees' names, addresses, Social Security numbers, dates of employment, dates of birth, rates of pay, current weekly dues and rate and job classifications. The list is to be submitted each month, no later than ten (10) days following the first of the month.

ARTICLE 7
Seniority

- Section 1** Seniority is defined as length of continuous service with the Company from date of hire or rehire following a break in continuous service.
- Section 2** Seniority shall determine the selection of hours of work, vacations, transfers and for training and promotions.
- Section 3** If a reduction in force is necessary, employees shall be laid off by inverse order of seniority. Stewards shall have super seniority with respect to layoffs.
- Section 4** Recall shall be by seniority and seniority shall accumulate during layoffs.
- Section 5** A break in seniority shall occur only in cases of a voluntary quit by an employee, a discharge for just cause, failure to return to work after a leave of absence has expired, or failure to return to work after a recall from layoff.
- Section 6** New employees shall be considered probationary until they have completed thirty (30) calendar days of service with the Company, during such time employees shall work under the conditions and receive no less than the minimum applicable rates of pay established in this Agreement. Following such period, employees shall be considered permanent employees.

ARTICLE 8
Grievance and Arbitration

- Section 1** All questions, disputes, or grievances as to the interpretation or performance of the terms of this Agreement shall be subject to the grievance procedure.
- Section 2** It is the intention of the parties that sincere effort shall be made in each case to discuss and settle grievances promptly.
- Section 3** The Company recognizes the right of the Union to investigate the circumstances surrounding any grievance and agrees to cooperate with the Union in any such investigation. Pending final settlement of the grievance, the Company shall not thereafter deal directly with the employee concerning said grievance, without Union concurrence, but shall deal directly with the Union representative. A grievance submitted by the Union shall be processed pursuant to the following procedure.
- The Union shall discuss the grievance with the Manager in an attempt to resolve the dispute. If the Union and the Manager are unable to resolve the dispute within

thirty (30) calendar days after it has been presented, such grievance may be submitted to an impartial arbitrator in accordance with the following provisions.

The parties shall select a mutually agreeable and impartial arbitrator within thirty (30) days after submission. In the event they are unable to agree upon the selection of an arbitrator, the matter shall be referred to the Federal Mediation and Conciliation Service within thirty (30) days. After the Federal Mediation and Conciliation Service submits a list of arbitrators to the Union and the Company, they shall reply with their preferred selections no later than fifteen (15) days after receipt of such list.

The arbitrator shall not have the authority to amend or modify the expressed terms of this Agreement or establish new terms of this Agreement or establish or conditions under this Agreement.

The arbitrator shall determine any question of whether or not to arbitrate. Both parties agree to and accept the decision of the arbitrator as final and binding.

Section 4 The expense of the arbitration shall be borne equally by the Company and the Union. Each side shall bear its own expense with regard to presenting the case. Employees shall not be compensated for time spent in preparation for or attendance at an arbitration hearing.

Section 5 The time limits provided may be extended or waived only by agreement of the parties. The Company's failure to comply with the above stated time limitations shall deem the grievance be settled in the Union's favor.

Section 6 When an action of the Company results in a grievance, the Company agrees to keep the status quo on the action until either an agreement on the propriety of the action is reached, or the grievance and arbitration procedures are exhausted.

Section 7 In the event that any employee chooses to present a grievance in his or her behalf, rather than through the Union, the company will advise the local Union representative in writing of the fact that such a grievance is being presented, and will give such Union representative's opportunity to be present during the presentation and adjustment of such grievances. Any settlement must not be in conflict with the Agreement and the Union must agree to the adjustments.

ARTICLE 9 Discipline and Discharge

Section 1 No employee covered by this Agreement shall be suspended, demoted or discharged or otherwise disciplined except for just cause.

Section 2 Nothing in the foregoing shall prevent the Company from immediately removing an employee, for cause, from the premises or assignment pending final disposition of the case.

Section 3 The question of whether “just cause” exists for the discipline shall be subject to the grievance and arbitration procedure provided herein.

Section 4 No employee shall be subject to discipline for refusing to cross a lawful picket line that has been authorized or recognized by the Union.

ARTICLE 10 Successorship

Section 1 This Agreement shall be binding upon the Union and the Company, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this Agreement. As a condition of the sale or other transfer of the business or any portion thereof covered by this Agreement, the Company shall require the transferee to assume and adopt the terms and conditions of this Agreement, and to continue to recognize the Union as the sole bargaining agent for the employees covered by this Agreement.

ARTICLE 11 Contracting Work

Section 1 There shall be no contracting or subcontracting of bargaining unit work unless mutually agreed to by the Company and the Union.

Section 2 Any such contracting or subcontracting of bargaining unit work shall only be awarded to Companies whose employees are members of the Communications Workers of America.

ARTICLE 12 Workweek and Rates of Pay

Section 1 All regular employees will be assigned thirty-five (35) hours of work per week. The regular assignments will not be in excess of eight (8) hours per day, five (5) consecutive days per week, Monday through Friday inclusive.

Section 2 The normal hours of work shall begin between 7:00 a.m. and 9:00 a.m. with an appropriate lunch period.

Section 3 Seven (7) consecutive hours exclusive of meal periods shall constitute a tour.

- Section 4** Two fifteen (15) minute relief periods will be granted during each tour of duty. An additional relief period of fifteen (15) minutes every two (2) hours after an eight (8) hour tour will also be granted at the employee's option.
- Section 5** Meal periods specified above shall be taken near the midpoint of tours. Whenever an employee is required to work or remain on Company premises subject to call throughout his/her meal period in addition to working the number of hours in his/her normal tour, the meal period shall be treated as working time and any resulting time in excess of the number of hours in the normal tour shall be treated as overtime.
- Section 6** If there is any conflict between employees as to the choice of tours, senior employees shall be given their preference.
- Section 7** Sunday shall be treated as a premium day and all time worked will be paid for at double times the regular rate of pay irrespective of the number of hours worked during that week.
- Section 8** Saturday shall be treated as a premium day and all time worked shall be paid for at one and one half (1 ½) times the regular rate of pay irrespective of the number of hours worked during that week.
- Section 9** All employees will be paid at one and one-half (1 ½) times the regular rates of pay for all time worked in excess of eight (8) hours in one working day or forty (40) hours in one week.
- Section 10** When an employee works overtime beyond and continuous with his/her regular tour, and such overtime extends to the start of his/her next regular tour, he may elect to:
- (a) Be excused all or part of his/her regular tour with pay; or
 - (b) Work all or part of his/her regular tour at time and one-half (1 ½) rate of pay.
- Section 11** An employee who works on a holiday shall receive payment at the rate of double times the hourly wage rate for hours worked in addition to the regular holiday pay. This shall be for the holidays provided in Article 16.
- Section 12** When any portion of the tour of duty of an employee falls between 6:00 p.m. and 7:00 a.m., the Company shall increase by 10% the hourly wage rate paid to such employees for the entire tour.
- Section 13** Employees who are called into work shall be guaranteed at least four (4) hours

pay at time and one-half (1 ½). For purposes of this Article, hours of work shall include travel time to and from the job location.

Section 14 Reporting Pay:

Employees will be paid a minimum of four (4) hours pay after reporting and being available for work at the normal starting time.

ARTICLE 13

Wages

Section 1 Wage rates and job classifications, see Appendix A.

Section 2 The Company may give wage experience credit to an employee hired who has demonstrable experience or skills useful to the Company.

ARTICLE 14

Travel Time, Conditions and Expenses

Section 1 The Company will designate a place for each employee as his/her permanent reporting location at the beginning of this contract, or at the time of his/her employment. This site will be one of the following and will not be changed without Union consent:

- (a) a customer site, or
- (b) a Company-owned or leased facility

Section 2 Travel time spent by an employee in excess of miles of the time it takes to travel to and from the permanent reporting location shall be considered as working time.

Section 3 Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in traveling from one job assignment to another, or from one town to another, shall be considered as time worked.

Section 4 When an employee agrees to use his/her motor vehicle for Company use, he/she shall be considered at the maximum applicable Federal allowance per mile for all mileage incurred to and from job site, as well as mileage accumulated during the day. Parking and tolls shall also be reimbursed.

Section 5 Board and Lodging Assignment:

An employee may be required to board and lodge during an assignment. The Company will provide the lodging and the employee will receive a daily meal allowance of \$35.00.

Section 6 Travel Expense:

When an employee is required to report to such a job site as above, the Company shall pay for the actual cost of the employee's transportation between his/her home and the job site at the start and completion of the assignment, and every third weekend of the assignments.

ARTICLE 15
Vacations

Section 1 Paid vacations shall be granted annually according to the following schedule and selected on the basis of seniority:

<u>Length of Service</u>	<u>Amount of Vacation</u>
1 year, but less than 3 years	1 Week
3 years, but less than 5 years	2 Weeks
5 or more years	3 Weeks

One (1) additional week for each five (5) years of service over ten (10) years.

Section 2 If an employee takes a vacation during a period, which includes a holiday; the employee shall receive an extra day's vacation or pay in lieu of vacation at the employee's option.

ARTICLE 16
Holidays

Section 1 The following holidays will be observed as paid holidays by the Company:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
One Floating Holiday

Section 2 If a holiday occurs on a Sunday, the following Monday shall be designated as a holiday. If the holiday occurs on a Saturday, the previous Friday shall be designated as a holiday.

ARTICLE 17
Leave of Absence

- Section 1** Any employee ordered to military duty shall be granted a leave of absence under the terms of the Universal Military Training and Selective Service Act.
- Section 2** Any employee who is a member of a military reserve component and has a mandatory training obligation shall be granted a maximum of fifteen (15) days leave each calendar year when ordered to short tours of active duty for such purpose. In such event, the Company will pay to such employee the difference, if any, between his/her military pay and base pay, which he/she would have received if he/she had continued within the service of the Company for such period not to exceed fifteen (15) days. Such differential pay shall apply to only one (1) fifteen (15) day period in each calendar year.
- Section 3** Leaves of absence with a guarantee of return for personal reasons may be granted.
- Section 4** In the event of the death of a spouse, child or a parent, as hereinafter defined, any employee shall be granted a leave of absence, with pay, a maximum of four (4) days.
- Section 5** For the purpose of this Agreement, the immediate family shall consist of wife, husband, children, parents, step-parents, grandparents, grandchildren, parents-in-law, brothers or sisters, or any other family relative living in the employee's household.
- Section 6** The Company agrees that regular employees who are required by law to report for jury duty shall be excused for their entire tours during the period of jury service.
- Section 7** Employees shall be given a reasonable amount of time off to vote.
- Section 8** Employees selected by the Union as full time Union representatives shall be granted a leave of absence upon written application to the appropriate Company representative. Upon reinstatement from leave of absence the employee will be credited with seniority, which shall accrue during such leave of absence.

ARTICLE 18
Health and Welfare Benefits

- Section 1** The Company will provide medical benefits for the employees and make dependent coverage available at employee's expense. Medical benefits will include doctor and hospital coverage.

Section 2 The Union will make available the CWA Savings and Retirement Trust.

**ARTICLE 19
Training**

Section 1 If the Company requires any employee to participate in training, the cost of such training shall be borne by the Company and the and the time spent by the employee selected for such training shall be considered working time.

Section 2 The Union may assist the Company in training bargaining unit employees.

**ARTICLE 20
Health and Safety**

Section 1 The Company agrees to abide by and maintain standards of sanitation, safety and health which comply with all applicable Federal, State, County and City laws and regulations.

Section 2 The Company agrees that protective devices to safeguard the health of employees and protect employees from injury will be provided.

Section 3 The parties agree that a joint safety committee, comprised of an equal number of union and management representatives, may meet to discuss and recommend safety programs and procedures. The Company shall appoint the management representatives and the Union shall appoint the Union representative.

Section 4 No employee shall be required to work in an area that may be hazardous to his/her health or safety.

**ARTICLE 21
Separability**

Section 1 Should any part hereof or any provision(s) herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. If any provision(s) are declared to be in conflict with the law, the parties agree to meet within a reasonable period of time to negotiate a substitute provision(s).

**ARTICLE 22
Effective Date and Duration of Agreement**

Section 1

This Agreement shall be effective as of May 7, 2014 and shall remain in effect until May 7, 2017 or until terminated by written notice given by the Union expressly stating its intention to terminate this Agreement, in which case shall terminate sixty (60) days following receipt of such notice. Within thirty (30) days of the receipt of such notice to terminate this Agreement, the Union and the Company shall commence collective bargaining with respect to a new Agreement.

Section 2

In addition to the right of the Union to terminate this Agreement as specified above, the Union may, not earlier than sixty (60) days prior to the end of the initial period, request in writing negotiations on modifications or amendments to this Agreement. If such written request is made, the parties shall negotiate on modifications and amendments as proposed by the Union and this Agreement will continue in effect unless replaced by a new or amended Agreement or until terminated by either party giving sixty (60) days written notice of termination to the other party.

This Agreement is entered into this 7th day of May 7, 2014.

THE CALVERT COMPANY:

COMMUNICATIONS WORKERS OF AMERICA:

Manita or Bob Bartels

Kenny R. Williams, President

Date: _____

Date: _____

COMMUNICATIONS WORKERS OF AMERICA:

Cherie Brokaw, Staff Representative

Date: _____

**COMMUNICATIONS WORKERS OF AMERICA
AND
THE CALVERT COMPANY**

MEMORANDUM OF AGREEMENT

Wages Appendix A

Below is the wage schedule for employees.

	2014	2015	2016
Bookkeeper	14.91	15.36	15.82
Sales Consultant	14.91	15.36	15.82
Admin. Assist.	14.91	15.36	15.82
Receptionist	10.01	10.31	10.62

3% retroactive to May 8, 2014.

3% increase per/year - 2016

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