

CONTRACT AGREEMENT

Between

**Communications Works of America
Local 6132/Printing Sector**

And

Union Direct Printing and Mailing
8222 North Lamar Boulevard, Suite E-44
Austin, TX 78753-5975
Mr. Charles W. Phillips III, Owner/President

Contract Duration:
August 20, 2019 – August 19, 2022

**Contract between
Communications Workers of America Local 6132/Printing Sector
and
Union Direct Printing and Mailing**

THIS AGREEMENT, made and entered into this 20th day of August 2019 by and between Union Direct Printing and Mailing (hereinafter sometimes referred to as the "Employer"), through its authorized representatives and the Communications Workers of America, Printing Sector, Local 6132 (hereinafter referred to as the "Union"), by its officers or a committee duly authorized to act in its behalf, shall be effective beginning August 20, 2019 ending August 19, 2022.

**Article 1
Recognition**

SECTION 1: The Employer hereby recognized the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment, and all other conditions of employment for all full-time and part time employees performing work, including, but not limited to all services, maintenance, technician, production, IT work, delivery, web-development, printing, camera, press, mailing, folding, sorting and/or bindery work.

SECTION 2: The Union agrees that it will admit to membership and retain in membership any employee qualified according to the laws of the Communications Workers of America and the Printing, Publishing and Media Workers Sector.

SECTION 3: The Employer shall furnish to the Union in writing within two (2) weeks after their employment or transfer the names, address, date of hiring or transfer, contract classifications and job experience rating of persons hired or transferred into the Union's jurisdiction after the effective date of this contract. The Employer shall also furnish to the Union, in writing, changes in contract classification and job experience ratings of employees under the Union's jurisdiction during transfers or promotions.

**Article 2
Dues Checkoff**

SECTION 1: The Employer agrees to make collections of Union dues for each scheduled pay period through payroll deduction from the employee's pay, upon a receipt of a written authorization form signed by the employee and delivered by the Union to the Company. This authorization shall continue in effect until canceled by written notice from either the national Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues card. The Employer also agrees to remit the amount so deducted to the designated representative of the Union on a monthly basis (by the tenth "10th" working

day) and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction.

SECTION 2: The Employer shall bear the full cost of dues deduction as set forth in Section 1, except that the union agrees to print the dues deduction authorization cards in a form approved by the Union.

Article 3 Jurisdiction

SECTION 1: The jurisdiction of the Union shall cover all functions presently performed by the employees specified in this agreement and all additional work, including, but not limited to all services, maintenance, technician, production, printing, press, camera, IT work, bindery work, delivery, web-development and other functions performed by the Employer (referred to as "bargaining unit work"). All bargaining unit work shall be performed by employees covered by this contract.

It is recognized that work presently performed by employees within the bargaining unit described above may from time to time be subject to change because of new or modified processes or equipment employed by the Employer.

Where the Employer plans such changes he/she shall advise the Union at least sixty (60) days in advance of the change in order to provide opportunity for discussion of any jurisdictional questions involved.

When new equipment, techniques or processes are introduced to perform Bargaining Unit work, only employees covered by this Agreement shall be trained to operate and maintain such new equipment, techniques and processes.

Article 4 Struck Work

SECTION 1: The Employer agrees not to require employees to execute any work received from or destined for another employer whose employees are locked out or on a strike authorized by the Communications Workers of America under circumstances which make the employer an ally of such other employers, and such work shall not be within the scope of the employment of employees covered by this agreement.

SECTION 2: No employee covered by this agreement shall be required to cross a picket line established because of an authorized strike by any local Union of the Communications Workers of America.

Article 5
Grievance Procedures

SECTION 1: Any controversies, disputes, claims complaints and grievances arising out of or in relation to this Contract ("Grievance") shall be resolved in accordance with the provisions of this grievance and arbitration procedure. Grievances challenging disciplinary actions, including terminations of employment, must be filed within FORTY-FIVE (45) calendar days of written notice of the same to the Local Union's office. Pending final settlement, the conditions prevailing prior to the dispute shall be maintained except in disciplinary matters. The parties shall make a bona fide effort to meet and resolve any such controversy or dispute. If the dispute or controversy remains unresolved, either party may at any time submit the same to final and binding arbitration before a neutral third party arbitrator selected in accordance with the procedures set forth in the Labor Arbitration Rules of the American Arbitration Association. The Union shall, in writing, to the designated Company representative, within sixty (60) calendar days thereafter, request arbitration, if such is desired. The decision of the arbitrators hereunder shall be final and binding upon the parties. The costs and expenses of the arbitration are to be borne equally by the parties.

SECTION 2: Grievance meetings shall be held at a mutually agreeable time and location. For the purpose of presenting a grievance, those employees of the Company including the aggrieved employee(s) and the employee representative(s) designated by the Union, who shall suffer no loss in pay for the time consumed in, and necessarily consumed in traveling to and from grievance meetings, shall not be more than two (2) in the grievance procedure.

SECTION 3: Any provision in this Article to the contrary notwithstanding, no forms of discipline, including suspension and discharge, of employees with less than sixty (60) days of service with the Company shall be subject to the grievance procedure. Any provision in this Article to the contrary notwithstanding, no form of discipline, including suspension and discharge, of employees with less than twelve (12) months of service shall be subject to arbitration

SECTION 4: In the event of a difference arising between the parties hereto, all work shall continue without interruption and the wages, hours and working conditions prevailing prior to any action or circumstances which results in a dispute shall be immediately reinstated and maintained until a decision is reached.

Article 6
General Laws

SECTION 1: It is understood and agreed that the General Laws of the Communications Workers of America and the Printing, Publishing and Media Workers Sector in effect at the time of execution of this agreement, not in conflict with law or this contract, shall govern relations between the parties on conditions not specifically enumerated herein.

SECTION 2: Nothing contained herein shall be construed to interfere in any way with the creation of operations of any rules not in conflict with the law or this contract by any chapel or by the Union for the conduct of its own affairs.

Article 7
Overtime Rate

SECTION 1: Employees shall receive one and one-half (1 ½) times their regular pay for all time worked on excess of forty (40) hours within the work week.

SECTION 2: All hours worked on Saturday or Sunday shall be paid at one and one-half (1 1/2) times the employee's regular rate.

SECTION 3: Employees assigned night shift work shall receive a premium of 10% over their respective hourly rate of pay.

Article 8
Full Shift

SECTION 1: A normal shift shall be between 8:00 a.m., until 5:00 p.m. Monday through Friday with a one hour lunch period or between 8:00 a.m. and 4:30 p.m. with a 30 minute lunch period.

SECTION 2: Each employee shall be entitled to a 15 minute break in the morning and 15 minute in the afternoon.

SECTION 3: A night shift is a full shift scheduled between the hours of 7:00pm – 7:00am.

SECTION 4: No full-time employee covered by this Agreement shall be required or permitted to hold a job of more than five(5) shifts or less than five (5) shifts per week.

SECTION 5: No employee shall be paid for less than a full shift, except when discharged for cause or excused at the employee's own request.

Article 9
Lunch Period

SECTION 1: A lunch period of at least thirty (30) minutes and not more than one hour shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work.

SECTION 2: Each employee shall be entitled to a 15 minute break in the morning and 15 minute break in the afternoon.

Article 10
Discharge and Discipline

SECTION 1: When the employee is discharged for any reason he/she may demand and the Company shall give in writing the reason for discharge.

SECTION 2: Except during probationary period, no employee may be discharged or otherwise disciplined without just cause.

Article 11
Holidays

SECTION 1: All work performed on Sunday shall be paid at one and half (1-1/2) times the hourly wage paid the employee. Worked performed on holidays, will be paid at one and one-half (1 ½) times in addition to their regular holiday pay. Employees required to work on their birthday will be paid two (2) times the hourly wage paid the employee.

The recognized holidays are:

New Year's Day	Memorial Day	Fourth of July	Labor Day
Thanksgiving Day	Day after Thanksgiving	Christmas Day	President's Day
Veterans Day	Good Friday	Martin Luther King Jr. Day	

The holiday shall begin at 12:01 a.m. on the holiday or day legally observed as such and continues for the succeeding 24 hours. All employees scheduled to work on the above named holidays shall receive straight time pay when not required to report. When a holiday falls on an employee's normal day off, he/she shall be given another day off with pay on a date mutually agreed to. If production requirements prevent the granting of such additional days off, the employee shall be paid for the day in lieu of taking time off.

Any shift that begins on a Holiday or day legally observed as such, shall be considered a

Holiday shift. The regular starting time of any shift shall not be changed to avoid holiday pay or the holiday premium rate of pay. Should a holiday fall during an employee's vacation he/she shall be granted an additional day off with pay.

Article 12

Vacations

SECTION 1: Employees, who have twelve (12) months of service, shall be entitled to one (1) weeks' vacation with pay. Employees who have twenty four (24) months of service shall be entitled to two (2) weeks' vacation with pay. Employees with fifteen (15) or more years of service shall be entitled to three (3) weeks vacation with pay. Anyone leaving their place of employment voluntarily or otherwise shall be entitled to and receive their vacation credit pay in lieu of taking vacation.

Article 13

Sanitary Regulations

SECTION 1: The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work; and all machines or apparatus from which dust, gases or other impurities are produced or generated shall be equipped in such a manner as to protect the health of employees.

Article 14

Reduction in Workforce

SECTION 1: Seniority shall apply in the layoff and recall of all employees covered by this Agreement, provided that the remaining employees are capable of performing the work. Employees shall retain their seniority right to recall for one (1) year from date of lay off. If an employee is laid off or employment is otherwise terminated, the employee shall be paid all unused sick leave and vacation time for the current year.

Article 15

CWA PAF Checkoff

SECTION 1: The Employer agrees to deduct and transmit to CWA PAF (Political Action Fund) a deduction per pay period, from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Communications Workers of America and the Printing, Publishing and Media

Workers Sector. Those transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

Article 16

New Hires

SECTION 1: The Employer shall notify the Union in advance of any new hires and afford the Union an opportunity to refer qualified members for employment. The Employer shall provide the Union with all the required contact information regarding all employees performing work covered by the Agreement. The Employer will allow Union representatives a forty five (45) minute Union/Company orientation paid by the Company within the first week of employment. The first ten (10) minutes the Company and Union representatives will discuss their commitment to developing and maintaining a strong Union/Company relationship. The final thirty five (35) minutes the Union representative, after non-bargained for employee(s) are released back to work, will have the opportunity to discuss the Union's role and its benefits, answer questions, and solicit new members.

Article 17

Bereavement Leave

SECTION 1: Three (3) work days bereavement leave with pay shall be granted to any employee in the event of the death of the employee's spouse, father, mother, son, daughter, sister, brother, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, half-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, grandparents and legally recognized partner or any other relative living in the same household as the employee.

Article 18

Personal and Sick Days

SECTION 1: During the first year of the employment, full-time employees shall receive one (1) Personal/Sick day after two (2) months of continuous employment. They shall then accrue one (1) day of Personal/Sick time every sixty (60) days, not to exceed five (5) per year.

After one (1) year of full-time employment the employee shall be entitled to five (5) Personal/Sick days beginning January 1st of each year. Personal/Sick days shall not be cumulative. If not used by December 31st the employee will be paid for the remaining

Personal/Sick days in the first full pay period in January.

Employees, when possible, shall give advance notice when taking a personal or sick day. In no event should notice be given later than the day of the absence. When taking a personal or sick day, employees shall indicate the anticipated length of such absence.

Each bargained-for employee under this Agreement will have an FSA account set up for the employee with \$300 added to each account each calendar year. This FSA plan will run under the terms of the Affordable Care Act, in which a plan may permit an employee to carry over up to \$500 into the following year without losing the funds.

Article 19 Jury Duty

SECTION 1: Employees required to serve on jury duty, upon presentation of proof of such service, shall be paid his or her regular wages, minus any pay received from the court, for the time served on jury duty. The employee shall notify the Employer of the call to jury duty at the time notice is received and provide a copy of such notice if requested.

Article 20 No Strike, No Lock-out

SECTION 1: There shall be no strikes, including sympathy strikes, during the term of this Contract, by the employees represented by the Union.

The Company agrees that there will be no lock-out of employees during the term of the Contract, or during the period of negotiated for the successor agreement.

Article 21 Administration of the Agreement and Union Bulletin Board

SECTION 1: Representatives of the Union shall have reasonable access to the work place for purposes of administering the agreement and conferring with the Employer or the employees. Such meetings may occur during work time as long as they do not unduly interfere with the performance of the employees' work. The Employer shall provide a bulletin board (minimum 24" X 36") for the posting of Union notices at a place that is accessible to the Employees.

SECTION 2: Any employee engaged to serve the Communications Workers of America in

any capacity, to perform work in the interest of the organized labor movement, or any employee incapacitated by illness, shall not suffer loss of seniority while so employed. Upon reporting for full duty, full seniority rights shall be restored to the employee who was absent.

Article 22

Negotiations Procedure

SECTION 1: This Agreement shall become effective August 20, 2019, and remain in effect through August 19, 2022, and thereafter, from year to year, unless written notice is given by either party to the other of its desire to change the terms thereof at least sixty (60) days prior to the end of the current term or subsequent term, whichever is applicable.

Should the parties reach impasse, the Employer and the Union agree to submit to final and binding interest arbitration all unresolved issues for a Successor Agreement, which will be effective August 20, 2022 (or the corresponding date should the expiration of this Agreement roll over into an additional year/s) for a term of not less than three (3) years, provided, however, the arbitrator shall not be permitted to reduce wages, benefits or other economic conditions under this contract. The Employer and Union shall select a single arbitrator, and if no agreement on an arbitrator is reached, he/she shall be designated pursuant to Labor Arbitration Rules of the American Arbitration Association.

Article 23

Successorship Clause

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 of other transfer of the business covered by this Agreement. As a condition of sale or other transfer of the business 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 24

Application of Contract

SECTION 1: Should the Employer move his operation, in whole or in part, to another location or establish another location (e.g., a satellite operation), the Employer shall recognize the Union as the bargaining representative for the Employees performing the functions covered by this Contract and this Contract shall apply to any new or moved location.

Article 25
Wages

SECTION 1: The Employer may set the hourly rate for new hires at its own discretion taking into account its assessment of the market conditions and the skills and responsibilities of the individual applying for a given position at the time the hiring decision is being made. The Employer shall notify the Union in writing of all hires along with their hourly wage rate. The following increases shall be added to the wage rates of the employees covered by this Agreement:

- a. Three percent (1%) on August 25, 2019
- b. Three percent (3%) on August 22, 2020
- c. Three percent (3%) on August 21, 2021

Signed this day of *August 21, 2019*

For the Employer:



Charles W. Philips III
Owner/President

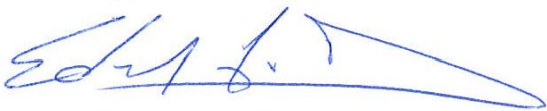
For the Union



Charlie Torres
CWA Representative

APPROVAL CLAUSE

This agreement is approved as being in compliance with the laws of the Printing, Publishing and Media Workers Sector, CWA, as limited by the Taft-Hartley Law, and the undersigned, on behalf of the Printing, Publishing and Media Workers Sector, CWA, hereby pledges, as a matter of Union policy only, its full authority under its laws to the fulfillment thereof without becoming a party thereto and without assuming any liability thereunder.



Edward F. Mooney, Print Sector Executive Officer
August 22, 2019

BETWEEN: CWA Local 6132

And

Union Direct Printing and Mailing

CONTRACT

DURATION: 08.20.2019 – 08.19.2022

MEMORANDUM OF AGREEMENT

Seniority Bridge

This Memorandum of Agreement is entered into as of Date between Communications Workers of America (CWA or the Union) and Union Direct Printing and Mailing (the Company).

The following names attached, prior employees of Allied Printing and Mailing Inc., which have hired on with the new Company, Union Direct Printing and Mailing, will have their previous service date (NCS) bridged with the new Company.

Baltazar Estrada September 16, 1999

Patrick Currans January 6, 1998

James Emil Tout August 16, 2016

Phillips Bohls September 15, 2009

Agreed this 20 day of August, 2019

FOR THE UNION:

By Charlie Torres

**Charlie Torres
CWA Representative D-6**

FOR THE COMPANY:

By William Phillips

**William "Bill" Phillips
Owner/President**