

Contract Between Bumperactive.Com

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AND

Communications Workers of America

Local 6132

Contract Duration: **September 1, 2025 – August 31, 2029**

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## Contract Between Bumperactive.Com and Communications Workers of America

This Agreement (hereinafter referred to as the "Contract" or the "Agreement") is made and entered into by and between Bumperactive.com (hereinafter referred to as the "Company"), and the Communications Workers of America (hereinafter referred to as the "Union").

This contract is effective on the date it is ratified and its duration is governed by Article **25**.

### Article 1: Recognition

Section 1: The **Company** hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining for all bargaining unit employees with respect to rates of pay, hours of employment, and all other conditions of employment. Further, the **Company** hereby acknowledges and certifies that the Union requested recognition as the majority representative of employees in the bargaining unit and that the **Company** has recognized the Union as the majority representative of employees in the bargaining unit based on the Union having shown the **Company** credible evidence that the Union has majority support among employees in the bargaining unit.

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, AFL-CIO.

Section 3: The **Company** shall furnish to the Union in writing within two (2) weeks after employment or transfer the name, address, date of hiring and/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 **Company** shall also furnish to the Union, in writing, changes in contract classification and job-experience ratings of employees under the Union's jurisdiction.

### Article 2: Equal Opportunity/Non-Discrimination

Section 1: Bumperactive.com is committed to equal employment opportunity to all persons in terms of employment, recruitment, compensation, benefits training, promotion, demotion, transfer, layoff, termination, and all other terms and conditions of employment; without regard to race, color, creed, religion, physical or mental disability, gender, sexual orientation, gender identity, age, veteran status, marital status, economic status, ethnic identity or national origin. Bumperactive.com promotes the full realization of this policy through a positive, continuing program of affirmative action. Bumperactive.com is committed to equal opportunity for all applicants and employees in personnel matters including recruitment and hiring, benefits, training, promotion, compensation, transfer, and layoff or termination.

### **Article 3: Definitions**

The underlined terms shall be defined as follows for the purposes of this Contract:

**Employee Classification:** Relates to the expected duration of an Employee's employment at the Company. Employees may be classified as follows:

- **Permanent Employee**
- **Seasonal Employee**
- **Temporary Worker - a non-bargaining unit Classification, defined and discussed within this Contract as it relates to bargaining unit Classifications.**

The itemized Employee Classifications above are further defined under the sub-heading "Definitions of Employee Classifications" below.

**Department:** A business unit of the Company (for example, "Graphic Design" or "Fulfillment"). The Company may create, consolidate or eliminate a Department according to business needs. The Departments are defined within the Company Employee Handbook. The Company will notify the Union at least thirty (30) days in advance, in writing, if the Company creates, consolidates, or eliminates a Department.

**Employee Job Title:** The official name of a position at the Company. The term broadly relates to an Employee's experience, skillset, and wage scale, as defined in Appendix 1 of the Contract.

- **Department Head**
- **Associate IV**
- **Associate III**
- **Associate II**
- **Associate I**

Additional Job Titles may be added to this list by mutual written agreement between the Company and The Union.

**Job Designation:** Job Titles are further Designated according to the Department to which an Employee is assigned (For example, "Associate III - Graphic Design," "Associate II - Fulfillment").

**Job Description:** The detailed explanation of the duties, requirements and expectations for each Designation. Job Descriptions shall be maintained by the Company's Human Resources officer, and made freely available to all Employees via a companywide documents repository (Paychex or comparable system).

**Employment Status:** Broadly relates to the number of hours per week an Employee is expected to regularly work.

- **Full Time Status:** Employees who work 40 hours per week or more during a usual workweek.
- **Part Time Status:** Employees who work less than 40 hours per week during a usual workweek.

**Definitions of Employment Classifications:**

- **Permanent Employee:** An Employee of the Company with no mutually agreed end-date for their term of employment.
- **Seasonal Employee:** An Employee of the Company with an end-date for their term of employment of 300 days or less, as mutually agreed in writing by the Employee and Company at the time of hire. The Company shall not propose a term of employment for a Seasonal Employee exceeding 300 days. If a Seasonal Employee is still employed by Company at the conclusion of 300 days, and the Company wishes to continue employment of the Seasonal Employee, upon the 301st day the Seasonal Employee shall immediately become classified as a Permanent Employee, with seniority and all rights and privileges under this Contract retroactive to their original hire date as a Seasonal Employee. Seasonal Employees will be reminded of their scheduled end date in writing, at least thirty days before their scheduled end date.
- **Temporary Worker:** A non-bargained for Employment Classification. A Temporary Worker is a person contracted by the Company for temporary services via a staffing agency, gig-working application, or other agreement between the Company and the person. Temporary Workers shall only be utilized for specifically defined, short term projects in cases where temporary increases in the Company's workload exceed the capacity of current Permanent- and Seasonal- Employees.

The Company shall make its best effort to notify the Union in advance of utilizing any Temporary Workers, and in any event the Company will notify the Union within one week of utilizing such work. The notice shall include a statement of the work performed and the expected duration of the project.

All bargained-for employees shall have an Employee Classification, a Job Title and Designation within a Department, and an assigned Employment Status. For Example:

- 
- **Permanent Associate I - Screenprinting, Full-Time**  
[ Classification ] | [ Job Title & Designation ] | [ Employment Status ]
  - **Seasonal Associate II - Operations, Part-Time**

[ Classification ] | [ Job Title & Designation ] | [ Employment Status ]

**Article 4:** Jurisdiction

Section 1: The jurisdiction of the Union shall cover all full-time and part-time employees performing production or maintenance work related to **printing and decorating, fulfillment, graphic design, warehouse operations, customer service and client account services**; all functions presently performed by the employees specified in this agreement and all additional work which may from time to time be assigned to them by the **Company**.

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 **used by the Company**.

Where the **Company** plans such changes the **Company** shall advise the Union at least thirty (30) days in advance of the change to provide opportunity for discussion of any jurisdictional questions involved.

The following **Job Titles** are specifically included in the bargaining unit:

- Department Head
- Associate IV
- Associate III
- Associate II
- Associate I
- Associate - Part-Time (I, II, III, IV)
- **Seasonal-** Full-Time
- **Seasonal-** Part-Time
- Additional titles may be added to this list by mutual written agreement between the **Company** and the Union.

**Section 2: New Hires:** The **Company** will notify the Union when new employees enter the Bargaining Unit and of current employees who have been transferred or released. During the orientation of new hires, each party will bring to the attention

**of new employees the relationship between the parties and the Union's status as the exclusive representative of those employees in the Bargaining Unit**

**Article 5: Struck Work**

Section 1: The **Company** agrees not to require employees to execute any work received from or destined for another entity whose employees are locked out or on a strike authorized by the Communications Workers of America or of another union affiliated with the AFL-CIO under circumstances which make the **Company** an ally of such other entities, and such work shall not be within the scope of the employment of employees covered by this Agreement.

**Article 6: Picket Line**

Section 1: 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 or of another union affiliated with the AFL-CIO.

**Article 7: Grievance Procedures**

Section 1: **Definition Of A Grievance: A Grievance is a formal complaint filed on behalf of an employee or group of employees covered under Article 5 "Jurisdiction" of this Agreement (The "Aggrieved Party"), in a case where the Aggrieved Party believes the Company has violated their rights under the law, or under the terms of this Agreement.**

**All complaints or potential workplace disputes may be taken up informally with the first level of Management in an effort to resolve the matter. Nothing in this Article shall be construed to deprive any employee or group of employees presenting individually to the Company any complaint, and to have such complaints adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided further that Union representative has been given an opportunity to be present at such adjustment.**

**In no event shall initiating or pursuing a Grievance ever be grounds for disciplinary action or other inappropriate retaliation against an Employee.**

**A Grievance as defined in this Section must be presented to the Company, in writing, by a Union Representative on behalf of the Aggrieved Party.**

Section 2: **Time Limits:** It is understood that the time limits **specified within this Article** for the initiation of a **Grievance and any** appeals; the Company's written **responses**; or requests for **Arbitration**; will be considered to have been met if **emailed to the appropriate recipient** with a date/time stamp within the **specified** time limits.

Section 3: **Venue And Participants: Grievance meetings shall be held at mutually agreeable dates, times and locations.**

For the purpose of presenting a **Grievance**, the number of employees of the Company involved, including the **Aggrieved** employee(s) and the employee representative(s) designated

by the Union, shall not be more than three (3) persons at any level of the **Grievance** procedure. Employees involved in a **Grievance meeting** shall suffer no loss in pay for the time consumed traveling to- and participating in- **Grievance** proceedings.

**Section 4: Grievance Initiation: A Grievance must be initiated within thirty (30) days of the incident or event which caused the Grievance.**

The Grievance must be initiated by an email from the Union to the **Company's designated email account. The Grievance email must contain at least the following information:**

1. Information sufficient to determine the matter being grieved and the date(s) **the incident(s) occurred, if applicable.**
2. **The desired remedy (which shall not prevent the Union from requesting different remedies later).**
3. **The provisions of law or this Agreement alleged to have been violated.**

**Section 5: Grievance Procedure: After Initiation, the Grievance procedure shall consist of up to two (2) successive steps:**

- **Step 1 – Grievance Meeting: The Company and the Union will meet within ten (10) days to discuss the matter being Grieved. The Company will provide a written response within ten (10) days of the Step 1 Grievance Meeting.**
- **Step 2 - Appeal: Any Grievance not resolved at Step 1 may be appealed by the Union. The appeal must be submitted within twenty (20) days of the Company's Step 1 response.**

**Within ten (10) days of the appeal, the Company and Union shall meet to discuss the Grievance.**

**Within ten (10) days of the Step 2 meeting, the Company shall provide its Step 2 response in writing.**

**Section 6: Arbitration:** In the event a dispute is not resolved at Step 2, the matter may be referred to arbitration. Notice to send a dispute to arbitration shall be given in writing to the other party within sixty (60) days of the Company's Step 2 **response.**

Only **Grievances** between the parties as to the true meaning or intent; the application of; or the interpretation or enforcement of any provision of this Agreement, as well as the demotion or discipline for just cause of any employee, may be submitted to arbitration.

Notwithstanding the above provisions of Section 6, no form of discipline issued to an employee hired after the ratification date of this Agreement who has not achieved one (1) year of service with the Company shall be subject to Arbitration.

The initiating party shall contact the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators. The parties shall alternately strike a name from the list until only one name remains. That person shall be the arbitrator.

The arbitrator shall be confined to the subject(s) submitted for decision, and may not, in any event, as part of any such decision, impose upon either party any obligation to arbitrate on any subject(s) which have not herein been agreed upon as appropriate subjects for arbitration. In addition, the arbitrator may not, as part of any arbitration decision, effect reformation of the collective bargaining agreement or any of its specific provisions.

The decision of the arbitrator in such cases will be final and binding on both parties.

The fees and expenses of the arbitrator and the FMCS, and expenses incidental to the arbitration hearing (e.g., the hearing room, etc.) shall be shared equally by the parties.

Each party shall be responsible for the expenses of their own advocate/representative(s) participating in the arbitration as well as their own witnesses. Any employee required to serve as a witness in an arbitration hearing will be excused from work time, including time spent traveling to and from the hearing. Upon completion of an employee's testimony or necessary participation in an arbitration proceeding, the employee will be expected to return to work for the remainder of their scheduled **workday**.

### **Article 8: Part Time- And Full Time- Employment Statuses**

**Section 1: Employment Status: All Permanent- and Seasonal- Employees shall be assigned an Employment Status of either Full Time or Part Time, as defined in Article 3 "Definitions."**

**Section 2: Full Time Workweek: It is understood that the usual workweek for a Full Time Employee will be 40 hours. No Full Time Employee will be paid for less than 40 hours during a workweek, except when discharged for cause or excused at the Employee's own request.**

**Any Part Time Employee who works 40 hours per workweek for a period of 60 days or more shall, upon the 61st day, become immediately classified as a Full Time Employee.**

**Section 3: Leave Accrual For Part Time Status: Vacation time-, sick leave- and other leave time- benefits described in this Contract are calculated on the assumption of Full-Time employment.**

**Part Time Employees are also entitled to these benefits on a limited basis, according to the amount of time worked during a usual workweek, as follows:**

**Employees who regularly work**

- **10 hours per week or more, but less than 20 hours, accrue vacation and leave time at a 25% rate.**
- **20 hours per week or more, but less than 35 hours, accrue vacation and leave time at a 75% rate.**
- **35 hours or more per week, accrue vacation and leave time at a 100% rate.**

**Section 4: Changes In Employment Status: The Company may reduce Employees' Employment Status from Full Time to Part Time, or increase Employment Status from Part Time to Full Time. Should the Company determine that changes in Employment Status are appropriate, the Company will first seek volunteers in order of seniority from the relevant Department, and if necessary, will then enforce the Employment Status change in order of inverse seniority.**

Article 9: Overtime Rate

**Section 1:** All hours worked in excess of forty (40) hours in any workweek shall be paid at one and one-half (1-1/2) times the employee's regular rate.

**The Company** shall not curtail regularly scheduled shifts for the purpose of reducing overtime hours owed, except upon a direct request from the employee, and upon mutual agreement of **the Company** and the employee.

Unscheduled call-out work shall be paid at one-and-onehalf (1 ½) times the employee's regular rate. The minimum time accrued for any call-out work shall be one (1) hour.

**If, during the period for which schedules have been established, the Company determines unexpected absences or business needs necessitate the need for overtime, the Company will first seek volunteers and then assign employees by inverse seniority.**

**When mandatory overtime is assigned of two hours or more per work shift with less than 24-hours notice the employee will also earn 1 hour of vacation time for every hour worked in excess of two hours (in addition to the one and a half (1½) times the employee's regular hourly rate for all overtime hours worked).**

**For the sole purpose of computing the number of hours worked in excess of forty (40) hours within the work week as described above, hours paid for a holiday, Company Paid Union Time, and Excused Work Days taken within a workweek shall be considered time worked within such workweek.**

Article 10: Normal Shift, Workweek, And Breaks

**Section 1: Normal Work Shift:** A normal work shift shall be eight and one-half (8 ½) hours in duration and include a thirty (30) minute unpaid lunch break. A normal workweek will **generally** begin at 12:00 AM on Monday and end at 11:59 PM on **Sunday. The Company shall set an Employee's regular schedule. In all cases the schedule shall include at least two consecutive days off, unless mutually agreed by the Employee and the Company.** A normal workweek will consist of 40 hours.

**The Company** shall determine the distribution of workforce **Job Designations** required for the effective operation of each shift. Work shifts to be selected by seniority. **The Company will make available the option for employees to select work schedules that include the option to telecommute at least one (1) day a week in eligible departments as determined by the Company.**

**Section 2: Lunch Period:** Employees are required to clock out for a 30-minute lunch break during any shift of six (6) hours or longer. No work activity should be performed

during lunch. In the event an employee is required to work during the lunch break, the lunch period shall be paid in accordance with the provisions of this agreement.

**Section 3: Breaks:** Employees are required to take a 15-minute break during any block of work of three (3) hours or longer. A standard full-time work shift of eight hours therefore requires two 15-minute breaks.

The supervising team member on duty for the shift shall schedule the breaks. Breaks shall not be scheduled within the first hour or the last hour of a shift.

Break time is considered time worked and paid accordingly, however, no work activity should be performed during a break.

**Section 4: Second- And Third- Shifts:** Due to the needs of the business, the Company may establish regular second- and third- work shifts. Employees assigned to work second- and third- shifts shall receive a shift differential premium in addition to their base hourly rate as outlined in Article 18 Compensation Section 3. Assignment of employees to second- and third- shifts shall be made by the Company with consideration to the job qualifications required for the fully-effective operation of the shift, and then according to volunteers among qualified employees in order of seniority. In the event there are insufficient volunteers, the Company shall assign employees to second- or third- shifts in order of inverse seniority. If second- or third- shifts are established new hires will be assigned to the second- or third- shifts and any employee that was assigned to a second- or third- shift in inverse seniority will be given the option to move back to their original work schedule. The Company will first advise the Union in writing at least thirty (30) days before establishing second- or third- shifts.

## **Article 11: Layoffs and Rehiring List**

**Section 1: Implementation Of Layoffs:** In the event the Company determines a layoff is necessary, the Company will first advise the Union in writing before notifying the affected employee(s). The affected employee(s) will be notified not less than thirty (30) calendar days before the date the employee(s) is to be laid off.

Under the circumstances set forth in this Section, the Company will offer Permanent Full Time employees the opportunity to voluntarily resign and receive a severance payment as provided for in Section 3. If applied, this will be offered in seniority order, up to the number necessary to alleviate the surplus.

Seasonal and Permanent Part Time employees will be laid off under these circumstances before applying this seniority policy to Permanent Full-Time Employees as described below:

Staff reductions shall be implemented within the affected department in the following order of Employment Status and Employee Classification groups:

**1). Part Time Status Seasonal Employees; 2). Full Time Status Seasonal Employees; 3). Part Time Status Permanent Employees; 4). Full Time Status Permanent Employees.**

**Within each Status and Classification group, layoffs shall be implemented beginning with the lowest ranking Job Title group, in the following order:**

**1). Associate I; 2). Associate II, 3). Associate III, 4). Associate IV, 5). Department Head.**

**Within each Job Title group above, staff reductions shall be implemented in reverse-order of seniority (layoffs shall be assigned to the most recent hires first).**

**Section 2: When the Company makes layoffs of permanent full-time employees, other than discharges for cause, such laid off persons shall be placed upon a rehiring list in order of seniority. No person, other than for the positions excluded from this contract, shall be hired by the Company except from this rehiring list, unless such list is exhausted with respect to the same classification of work for which an additional employee is desired. Laid off permanent full time employees will remain on the rehiring list for a period of one year.**

**The rehiring list is subject to the following qualifications:**

- Employees within the Probationary Period are not eligible for placement on the rehiring list (Article 17, Section 9).**
- The Company is only required to extend rehire offers to former employees with demonstrated qualifications for the rehire position.**
- In the event that a rehire list member declines a job offer for which they are qualified, they shall be removed from the rehire list.**
- Employees who are on any type of active disciplinary notice at the time of layoff shall be placed at the bottom of the rehire list regardless of seniority. Depending on the severity, the Company may exclude such employees from the rehire list entirely.**

**Section 3: If a layoff occurs under Article 12, Section 1, the Company will pay severance to Permanent Full Time Employees as indicated in the below chart. The severance payment will be calculated based on the current hourly rate at the time of the layoff. Permanent Part Time Employees will be paid on a pro-rated basis.**

<b>If Employee Has Completed</b>	<b>Severance Payment</b>
<b>5 years but less than 6 years of service</b>	<b>1 Week</b>
<b>6 years but less than 7 years of service</b>	<b>2 Weeks</b>
<b>7 years but less than 8 years of service</b>	<b>3 Weeks</b>

<b>8 years but less than 9 years of service</b>	<b>4 Weeks</b>
<b>9 years but less than 10 years of service</b>	<b>5 Weeks</b>
<b>10 years or more of service</b>	<b>6 Weeks</b>

Article **12**: Holidays

Section 1: All employees scheduled to work on observed holidays as described in this Article shall receive straight time pay when not required to report. Work performed on holidays will be paid at double the employee's usual rate of pay. When a holiday falls on an employee's regularly scheduled time off the employee will be given another day off with pay at a time mutually agreed to. If production requirements prevent the granting of such additional days off the employee shall be paid one-day's pay in lieu thereof. 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. **All hours paid on a holiday will be used in the calculations of hours worked for the purposes of overtime calculations.**

Should a holiday fall during an employee's vacation he/she shall be granted an additional day off with pay or at the **Company's** discretion shall receive an additional day's pay in lieu thereof.

Section 2: **Observed Holidays:** The recognized holidays are: New Year's Day, **Martin Luther King, Jr. Day**, Memorial Day, Juneteenth (June 19), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day. The holidays shall begin at 12:01 a.m. on the holiday or day legally observed as such and continue for the succeeding 24 hours. Holidays designated in this Section that fall on a Saturday or a Sunday will be observed on the preceding Friday or the succeeding Monday, at the discretion of the **Company**.

Article: **13** Vacations and Excused Work Days

Section 1: Employees who have been employed six (6) months, but less than one (1) year, shall be entitled to five (5) days of vacation with pay. Employees who have been employed one (1) year, but less than two (2) years shall be entitled to eight (8) days of vacation with pay. Employees who have been employed two (2) years but less than five (5) years, shall be entitled to ten (10) days of vacation with pay. Employees who have been employed five (5) years **but less than eight (8) years**, shall be entitled to fifteen (15) days of vacation with pay. **Employees who have been employed eight (8) years or more, shall be entitled to twenty (20) days of vacation with pay. Employees shall earn additional vacation hours as outlined in Article 10 Overtime Rate Section 1.**

Section 2: Vacation time earned will be credited to employees in six-month increments, and new employees may begin taking earned vacation time six months from their date of hire.

Section 3: Scheduling of vacation time will be on the basis of seniority.

Section 4: **Excused Work Days:** Employees who have achieved six (6) months of service will be allowed one (1) Excused Work Day with pay to be taken during the vacation year. Employees who have achieved two (2) years of service will be allowed two (2) Excused Work Days with pay to be taken during the vacation year. **Employees who have achieved five (5) years of service will be allowed three (3) Excused Work Days with pay to be taken during the vacation year.**

Section 5: **Unpaid Time Off:** Employees may request, and the **Company** may grant, at the **Company's** discretion, unpaid leave. Any unpaid leave must be initiated by a request by the employee. **In cases of maternity/paternity/parental leave, the employee may request up to six (6) months of unpaid time off. During approved unpaid time off for maternity/paternity/parental leave the employee will suffer no loss in seniority. Health insurance benefits will continue at the same level and under the same conditions as prior to the unpaid time off.**

Section 6: An Employee may carry over a maximum of one (1) week of vacation into the next vacation year. A vacation year is defined as the period of time beginning January 1 and ending on December 31.

#### Article 14: Sick Leave

Section 1: It is understood by all that sick leave serves several purposes, allowing employees to take leave when ill, without loss of income, and by so doing to return to full health and productivity and avoid risks of transferring communicable illnesses to fellow employees.

Section 2: All employees will be entitled to six days of paid sick leave per year, to be accrued in 2-month increments, subject to the following conditions:

1. Sick leave can be taken only for a health related issue that affects the employee or qualified relative.
2. Qualified relatives for the purposes of this Section are: an employee's spouse or domestic partner; child or child of spouse or domestic partner; parent or parent of spouse or domestic partner.
3. For any sick leave in excess of three consecutive days, the **Company** may, at the **Company's** discretion, require certification from a health provider that the employee was unable to work due to health-related issues.
4. No more than **six (6)** days of sick leave may be carried over from one year to the next.

#### Article 15: Sanitary Regulations

Section 1: The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated-and-cooled, and properly lighted place for the performance of all work; all machinery shall be equipped in such a manner as to protect the health and safety of employees; and the Employer shall furnish the personal protective equipment required for a safe workplace (including but not limited to earplugs, gloves, eyewear, masks and sanitizer as appropriate).

## Article 16: Miscellaneous

Section 1: No employee shall be required to submit to a physical examination as a condition of employment.

Section 2: The **Company** shall grant full-time employees time off for jury service and pay such employees the difference between the amount received for such service and the amount of earnings lost for straight time shifts by reason of such service.

Section 3: Any employee engaged to serve the Communications Workers of America, or 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 or so incapacitated. Upon reporting for duty full seniority rights shall be restored to the employee who was absent.

Section 4: An employee with established seniority in an office may work for the same firm performing work other than work within the jurisdiction of the Union without loss of seniority in his/her original department.

Section 5: **The Company may temporarily transfer employees to a class of work outside of their normal job description for reasons other than training.** Employees transferred to a class of work shall not be discharged for incompetence nor shall a supervisor be permitted to make transfers which are discriminatory or for the purpose of depriving other employees of work to which they are by seniority entitled. **The employee shall suffer no loss in pay if temporarily transferred to a class of work outside their normal job description. Employees transferred to a higher paying classification shall be moved to the higher wage for the duration of the temporary assignment. The Company will notify the Union in any case that a temporary transfer exceeds a period of three weeks.**

Section 6: For the purpose of training, by mutual agreement between employee and department head, employees may be transferred to other classifications within a department for training purposes, but not for a period longer than six (6) months. Employees shall receive no decrease in pay during the transfer period (including bonuses and commissions which they might have earned if they had not been transferred). If transferred to a higher paying classification they shall receive the minimum wage applicable to that average weekly bonus and commission. The six-month period just prior to their transfer will be used to determine whether the minimum in higher classification is equal to or greater than the total pay the employee would have received if they had not been transferred.

Section 7: No employee shall be required to accept a promotion other than by mutual consent.

Section 8: The **Company** agrees to provide space for a bulletin board suitably placed for the use of the Union.

**Section 9: New-hire employees and employees rehired after a break in continuous service exceeding thirty (30) days shall have a Probationary Period of ninety (90) days from their hire date. Employees who separate from the Company during the**

**Probationary Period, for reasons other than layoffs, shall not be included on the rehire list.**

#### Article 17: Compensation

Section 1: Each bargaining unit employee in each bargaining unit title will be granted a three percent (3%) increase in their hourly rate of pay, effective September 1, **2025**.

Beginning in **2026**, during every US Federal Election Year (even-numbered year), each bargaining unit employee in each bargaining unit title will be granted a **four** percent (**4%**) increase in their hourly rate of pay, effective September 1.

Beginning in **2027**, during every Non-US Federal Election Year (odd-numbered year), each bargaining unit employee in each bargaining unit title will be granted a **three** percent (3%) increase in their hourly rate of pay, effective September 1.

Section 2: **Team Leader:** An employee assigned to serve as a Team Leader will give direction to other staff on the shift and be secondary to management for ordering supplies and maintenance. Team Leaders will not rate, evaluate, measure individual productivity, or take any role in the discipline of employees. Such assignments will be offered to qualified employees by seniority. Any employee working as a Team Leader will be paid a differential of ten percent (10%) their regular rate of pay for all time serving in such capacity.

**Section 3: A shift differential shall be paid to employees for each hour, or fraction thereof, that are assigned to work a second- or third- work shift in the amount of ten (10) percent of the employee's basic hourly rate.**

#### Article 18: Company Incentives

Nothing in this Agreement shall affect or limit the right of the Company to develop and implement such incentive programs as it chooses; to increase wage rates from time to time as it may determine appropriate; or to pay such individual bonuses or commissions in such amounts or percentages as it may desire, either in connection with specific incentive programs or otherwise. If and to the extent that any such incentive programs, wage increases, individual bonuses, or commissions may be awarded, such award shall not constitute a binding precedent or practice with respect to any future incentive programs, wage increases, individual bonuses, or commissions.

#### Article 19: Payroll Deduction of Union Dues

Section 1: Each pay period the **Company** agrees to deduct from the wages of employees covered by this Agreement such Union dues and assessments as the Union advises the **Company** are due from such employees, and to remit such monies, with a list of employees for whom dues have been deducted. The list will include for each employee the hourly wage, amount of pay for the pay period, and amount of dues deducted. The list will be provided to the Union no more than 30 days following the date of deduction. Provided, however, that the **Company** will make such deductions only from the wages of the employees who submit to the **Company** written authorization to do so.

Authorization for dues deduction by employees will be effective until:

- a) the employee leaves employment or is transferred to a position outside the bargaining unit, or
- b) on a date not sooner than twenty (20) days nor later than ten (10) days prior to an anniversary of the date on which the authorization was signed or the expiration of this agreement, the employee notifies the Union and the **Company** by registered mail that they wish to discontinue dues deduction.

Section 2: **Language Of Dues Authorization By Employee:** A card or paper form that includes the following language, and properly signed by the employee and witnessed by another employee who is a member of the bargaining unit, will be accepted by the **Company** as authorization by the employee to deduct union dues from the employee's pay.

Payroll Dues Deduction Authorization

I, \_\_\_\_\_, do hereby authorize **Bumperactive.com** to deduct each pay period from my wages, beginning the first pay period after this authorization is presented to **Bumperactive.com**, such union dues and assessments as the Union advises the **Company** are due and to remit such monies to the Union.

I understand that this Authorization will be effective until:

- a) I leave employment or am transferred to a position outside the bargaining unit, or
- b) On a date not sooner than twenty (20) days nor later than ten (10) days prior to an anniversary of the date on which the authorization was signed or the expiration of the Contract, I notify the Union and the **Company** by registered mail that I wish to discontinue dues deduction.

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Section 3: **Political Action Fund Check Off Authorization:** The **Company** agrees to deduct from the wages of employees covered by this Agreement amounts authorized by employees, and to transmit such monies to the CWA Political Action Fund. Such contributions and deductions are voluntary for each member of the Union. Employees wishing to make such voluntary contributions will authorize the deductions with a form to be provided by the Union.

The **Company** agrees to remit such monies with a list of employees for whom such deductions have been made, and the amount of each deduction, to the Union no more than 30 days following the date of deduction.

## Article 20: Healthcare

Section 1: Effective at ratification and continuing for the term of this Agreement, the Company agrees to provide **Permanent Employees** covered by this Agreement with group medical insurance that is comparable to the plan that is currently in place. Beginning no later than the health plan open enrollment period, the **Company** will also provide vision and dental insurance.

Employees enrolled in the health, vision, and dental plans will participate in premium cost sharing of **twenty-five percent (25%)**.

Dependents may be added to the plans at **fifty percent (50%) premium cost sharing**.

**The Company shall provide benefits to all eligible employees who are regularly scheduled to work, or who average 30 or more hours per week. Eligible employees' dependents shall also be covered in accordance with applicable benefit plans.**

**The Company agrees that all benefit offerings and eligibility shall be administered in compliance with all applicable local, state, and federal laws and regulations.**

## Article 21: 401(k)

**Section 1: The Company agrees to provide and maintain a 401(k) retirement plan for all bargaining unit employees. Eligible employees, after 60 days of employment, are automatically enrolled at 1% contribution in the Bumperactive.com 401(k) plan. Employees will be eligible to contribute to their 401(k) plan via payroll deductions. Once an employee reaches five (5) years of net credited service, the employee will be considered fully vested.**

**Section 2: CONTRIBUTIONS: The Company will match 50% of the employees' contributions, up to the first 3% of wages for employees that reach a minimum of two (2) years of service.**

## Article 22: Union Activities

**Section 1: The employee representative designated by the Union shall suffer no loss in pay during the course of performing official Union business as it relates to attending grievance, discipline, coaching and/or investigatory meetings. Such time shall be considered Company Paid Union Time.**

## Article 23: Union-Management Committee

The Company and the Union agree to form a Joint Union-Management Committee, to consist of one representative of the Company and one representative of the Union. This committee will study and discuss, and propose solutions, to such issues as may arise from time to time that are not specifically addressed by the Agreement. The Committee will specifically consider the following issues, and make recommendations on these issues:

1. Any annual changes to benefits, such as insurance.
2. A plan for post-retirement compensation, commonly referred to as a pension plan, but which might consist of a defined benefit plan, a defined contribution plan, or any hybrid or alternative.
3. A structured job classification/pay scale system.
4. Any plan for increases in compensation, including pay increases, bonuses, or other increments, for which both parties agree that such discussion by the Joint Committee is useful.
5. Working conditions in the warehouse.

By agreeing to form this committee, and to discuss these and other issues, neither the **Company** nor the Union agrees in advance to be obligated to implement any plans discussed by the committee, except by mutual written agreement of the **Company** and the Union.

#### Article 24: Duration

This Agreement will become effective upon ratification. This Agreement will continue in full force and effect through 12:00 midnight on August 31, **2029**. This agreement will continue in full force and effect from year to year thereafter unless either party, at least forty-five (45) days prior to the expiration of such period, gives notice in writing to the other party of its desire to renegotiate this agreement.

Communications Workers of America



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Cheryl Dawson  
CWA Staff Representative  
District 6

BumperActive.com



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Kyle Johnson  
Bumper Active

Bargaining Unit Titles Appendix 1

TITLE	Class	Starting Wage Range
Department Head	Non-Administration Divisions. Training, some scheduling, primary for ordering supplies and equipment maintenance. Timesheet Approval.	<b>\$18.54 - \$30.90</b>
Associate IV	Minimum Requirement: 5+ years of continuous employment in same department or equivalent experience	<b>\$24.73+</b>
Associate III	Minimum Requirement: 3+ years of continuous employment in same department or equivalent experience	<b>\$21.64 - \$24.72</b>
Associate II	Minimum Requirement: 2+ years of continuous employment in same department or equivalent experience	<b>\$18.55 - \$21.63</b>
Associate I	Minimum Requirement: 0+ years of continuous employment in same department or equivalent experience	<b>\$15.45 - \$18.54</b>
Associate - Part Time (I, II, III, IV)		Corresponding Associate Full- Time Wage Range
<b>Seasonal - Full Time</b>		<b>\$15.45 - \$18.54</b>
<b>Seasonal – Part Time</b>		<b>\$15.45 - \$18.54</b>

**Memorandum of Agreement**  
**Regarding Company Notifications to the Union**

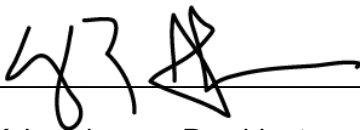
Each pay period, Company shall remit the following information to the Union via email:

Information described in Articles:

- **Article 1, Section 3, relating to new hires or transfers**
- **Article 3,-relating to the creation, elimination or consolidation of a “Department”**
- **Article 3,-relating to contracting “Temporary Workers”**
- **Article 5, Section 2, relating to new hires**
- **Article 11, Section 4, relating to the implementation of second- or third-shifts.**
- **Article 17, Section 5, relating to Employee Transfers**

Furthermore, in the event of a layoff, the Company shall immediately notify the Union prior to notifying the affected employees, per Article 12, Section 1.

Notices required under this Agreement shall be sent via email to each party’s designated representative.



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Kyle Johnson, President

Date: March 16, 2026



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Cheryl Dawson, CWA Representative

Date March 16, 2026