

**COLLECTIVE BARGAINING
AGREEMENT**

between

**COMMUNICATIONS
WORKERS OF AMERICA,
AFL-CIO**

and

CWA STAFF UNION

October 1, 2022

to

September 30, 2025

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PREAMBLE

The parties to this Agreement, CWA and the Staff Union, are vividly aware of the fact that we have a unique relationship. Though we speak of ourselves as two parties, we are in fact but a single party - devoted and willing representatives of the Communications Workers of America, AFL-CIO.

This Agreement is made and entered into this 1st day of October, 2022 by and between the Communications Workers of America, hereinafter referred to as "CWA" and the CWA Staff Union, hereinafter referred to as the "Staff Union."

ARTICLE 1 – RECOGNITION

1.1 CWA hereby recognizes the Staff Union as the exclusive Collective Bargaining Representative for all non-elected CWA Staff who have the following titles and pay levels:

1. CWA Representative
2. District Organizing Coordinator
3. Represented Counsel
4. Senior Campaign Lead
5. Campaign Lead
6. Campaign Assistant

1.2. Temporary staff may be hired pursuant to Article 11, Temporary Staff. Temporary employees shall be bargaining unit employees.

1.3. It is agreed by the parties to this Agreement to engage in discussion on new titles which properly fall within the establishment.

1.4 When collective bargaining on rates of pay, wages, hours of employment, or other conditions of employment is in order and desired by the Staff Union or CWA, said parties shall inform each other in writing of their duly authorized representatives for such bargaining.

1.5 Representatives of the Staff Union shall suffer no loss of pay for time spent in actual negotiations. CWA shall bear the usual expenses of Staff Union representatives in all negotiations.

ARTICLE 2 – DEFINITIONS

- 2.1. As used in this agreement and except as otherwise clearly required by its context:
- a) “Regular Full Time” means an employee who is entitled to all articles of this agreement.
 - b) “Temporary Staff” refers to an employee defined under Article 11, Temporary Staff.
 - c) “Contractor” or “Blue Voucher” means anyone performing bargaining unit work, who is not represented by this collective bargaining agreement - to include any person on Lost Time.
 - d) “Employer” means the Communications Workers of America (CWA).
 - e) “Group” or “Grouping” refers to the following:
 - Group 1: Represented Counsel
 - Group 2: Staff Representatives and District Organizing Coordinators
 - Group 3: Campaign Assistants, Campaign Leads, and Senior Campaign Leads.
 - f) ‘Campaign/Project’ means work performed to grow or strengthen the organization CWA or work in support of CWA’s goals, funded for a limited time period, as approved by the CWA Executive Board.
 - g) “Union” means the CWA Staff Union.

ARTICLE 3 – UNION SHOP

3.1 All job titles covered by this Collective Bargaining Agreement shall join the Staff Union on the thirtieth (30th) day following the beginning of employment and shall remain members of the Staff Union in good standing as a condition of employment.

3.2 Temporary Staff shall join the Staff Union on the thirtieth (30th) day following employment.

3.3 CWA shall provide the Staff Union with two (2) hours orientation time with new hires during regularly scheduled orientations and new staff training.

ARTICLE 4 – DUES DEDUCTION

4.1 CWA shall deduct monthly from the wages of all members of the Staff Union who have authorized and directed CWA in writing to check off their Union dues and initiation fees, an amount equal to the dues and initiation fees of such members as certified in writing by the Staff Union to CWA.

4.2 The CWA shall promptly remit to the Staff Union's Secretary-Treasurer the dues and initiation fees deducted and shall furnish the Staff Union with a list of the members whose dues and initiation fees are deducted as provided herein.

ARTICLE 5 – EMPLOYEE INFORMATION

5.1 CWA shall email the Staff Union with the following information on employees in the Bargaining Unit:

- a) Names and addresses of all new and reengaged employees.
- b) Changes of names and addresses of employees.
- c) Transfers or reassignments of employees within the Bargaining Unit.
- d) Transfers outside the Bargaining Unit, or into the Bargaining Unit.
- e) Names of dismissed or laid off employees.
- f) Rate of pay.
- g) Work location.
- h) Work and mobile phone number if on file.
- i) Funding source, SIF/Growth fund, and length of funding (if applicable).

5.2 Each CWA Administrative unit will furnish to the respective Staff Union Representative the name, rate of pay, job assignment, telephone number and address of any person who is paid by CWA to perform work which is customarily performed by Bargaining Unit Employees in excess of four (4) weeks in a twelve (12) month calendar year period. This would exclude those who are assigned and/or elected to bargaining committees along with those who are needed in the arbitration process.

ARTICLE 6 – TIME OFF FOR UNION ACTIVITY

6.1 Authorized representatives of the Staff Union shall be granted reasonable time off for Staff Union activity when so requested and authorized by the President of the Staff Union.

6.2 Representatives so excused for authorized Union activity shall be paid by the Staff Union.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 Any grievance between the CWA and the Staff Union shall be resolved in the following manner:

- Step 1** The grievance shall be presented informally by the grievant to his immediate supervisor. However, the grievant shall have the option of requesting their

respective Staff Union Representative to either attend the Step 1 meeting, at no expense to CWA, or by conference call.

Step 2 In the event the grievance is not satisfactorily resolved at Step 1 of the grievance procedure, it may be appealed by the Staff Union Representative to the appropriate Vice President or to the Executive Board Officer or their designee if grievant is assigned to Headquarters.

Step 3 In the event the grievance is not settled at Step 1 or Step 2, where applicable, the grievance may be appealed to the President of the Communications Workers of America or his designee.

In the event the grievance is not satisfactorily resolved at this step of the grievance procedure, it may by agreement of both parties, be presented at a Mediation Conference before it is scheduled for arbitration, except when either party requests that mediation be bypassed.

7.2 Time Limits. All grievances shall be presented at Step 1 of this procedure within sixty (60) days of their occurrence and handled within twenty (20) days of such presentation. At each succeeding Step, twenty (20) days shall be allowed for appealing the grievance to the next step and thirty (30) days shall be allowed for presentation and handling. If a referral to arbitration is made from the Step 3 decision, it must occur within thirty (30) days thereafter.

7.3 All grievances shall be appealed in writing. At the conclusion of any step in the grievance procedure, CWA and the Staff Union shall set forth their respective positions in writing on the grievance form agreed to between the parties.

7.4 The appropriate Staff Union Representative shall suffer no loss of pay and shall be reimbursed for necessary expense incurred as a result of joint CWA and Staff Union meetings to process grievances.

7.5 Staff Union shall be represented by its authorized representatives and the Secretary-Treasurer of the Staff Union shall keep CWA informed of the names of its authorized representatives.

7.6 It is understood and agreed to by and between the parties to this Agreement that the President of CWA shall have the right to file grievances with the President of the Staff Union or his designee. In the event any such grievance is not settled satisfactorily at this level, the grievance may be referred to arbitration in accordance with Article 8. For the purpose of this section, the time limits set forth in Section 2 shall be controlling.

ARTICLE 8 – ARBITRATION

8.1 Only grievances which involve controversies between CWA and the Staff Union regarding the true intent and meaning of any provision of this Agreement, or any claim that either party has not performed an obligation expressed in this Agreement, shall be subject to arbitration.

8.2 CWA and the Staff Union agree to use the American Arbitration Association (AAA), Washington, D.C., or the Federal Mediation and Conciliation Service (FMCS), Washington, D.C., for the selection of an Arbitrator in each case submitted to arbitration. Additionally, if desired by the parties, the facilities of the AAA or the FMCS, Washington, D.C., will be used for the hearing.

8.3 The Arbitrator shall have no authority to change, add to or subtract from the Agreement.

The Arbitrator will render a decision within thirty (30) days after the case has been heard. The decision of the Arbitrator shall be final and binding on both parties.

Each party shall pay for its own witnesses. Compensation and expenses of the Arbitrator and the general expenses of arbitration shall be borne by CWA and the Staff Union equally.

8.4 If mutually agreeable by both parties, the grievance, as defined in Section 1, may be submitted to "Mediation". This mediation process will be binding on both parties and the Mediator shall have the authority to issue a binding settlement, after making every possible effort to secure a voluntary settlement that is agreeable to both parties.

If CWA and the Staff Union cannot agree upon the selection of the Mediator, the facilities of the American Arbitration Association, Washington, D.C., or the Conciliation Service (FMCS), Washington, D.C. will be used for the purpose of selecting the Mediator.

ARTICLE 9 – SENIORITY

9.1 Seniority, as used in this Agreement, shall mean Continuous Full-Time Union Service.

9.2 Continuous Full-Time Union Service shall mean the period of service an employee accrues from the day he began full-time continuous employment with CWA or one of its predecessors.

ARTICLE 10 – NET CREDITED SERVICE

10.1 Net Credited Service (Total Adjusted Service), as used in this Agreement, shall mean Continuous Full-Time Service adjusted to give credit for prior service with one of the predecessors of CWA, full-time service with a CWA local union, full-time service in the Communications industry, or service with an employer represented by CWA, when such service has been interrupted or terminated for the sole purpose of accepting employment with CWA; and further adjusted to deduct periods of time involving lay-offs and personal leaves of absence; and finally adjusted to give credit for any prior interrupted service with CWA, which may be bridged by action of the CWA Executive Board.

10.2 Past service as Temporary Staff or Growth Fund/SIF employee will count toward Net Credited Service, provided that such service was full-time and did not include a break of greater than one year.

10.3 Net Credited Service shall be used for all contractual benefits provided in this Agreement but is not to be confused with service credit used in computing pension benefits as outlined in the CWA Pension Plan.

ARTICLE 11 – TEMPORARY STAFF

11.1 Campaign Titles

- a) Temporary staff with campaign titles are defined as those hired and employed for up to three (3) years on one or more SIF/Growth fund projects or campaigns, and hired into any of the three “campaign” job titles designated in Article 1.1 of the recognition clause.
- b) Such temporary staff are not entitled to the following articles:

Article 10	NCS (except for purposes of vacation allotment)
Article 13.1	<p>Suspension, Demotions, Dismissals, Involuntary Transfers & Personnel Records.</p> <p><i>Following the completion of the probationary period, just cause provisions of CWA employee contracts will apply. However, this employment depends on project funding. There is no guarantee that a SIF or Growth employee will be placed in a new project upon termination of funding for their current project or position. If a project is ended, CWA will make attempts to place the employee on another campaign or project, depending on availability and at the discretion of CWA.</i></p> <p><i>Cessation of project funding or the completion of a project satisfies any just cause requirements for the termination of the employee, except that, if the same work that the employee was performing is transferred to a new, unfilled position (i.e., the employee is replaced in a new or restructured project with a new hire whose job is the same as that of the terminated employee) which was available within 30 days before or after the cessation of project funding, and the employee is not offered the position following the application of any bidding, bumping or rehire rules, the Employer must have just cause for not offering the employee the position.</i></p>
Article 15	Transfer Expense
Article 17	Surplus, Layoff and Rehiring (17.6 & 17.7 are not exempted.)

Article 19	Leaves of Absence
Article 20	Termination Allowance
Article 22	Transportation (22.5 is not exempted)
Appendix A	Transfers, Moving, Home Sale, Home Purchase, and Mortgage offset Plans (the section Moving Expense is not exempted)
MOU	Tuition Aid

- c) At the completion of two (2) years of employment in these campaign titles, the Employee shall no longer be exempted from Articles 10 - Net Credited Service, Article 22 - Transportation (except eligible Campaign Titles shall only have access to 22.2, Transportation and Mileage Expense Allowance, not staff cars), Appendix A, and MOU on Tuition Aid.
- d) After completion of three (3) years of such employment, temporary staff under these titles shall be considered regular full time and entitled to all articles of the collective bargaining agreement. However, in the case of any particular staff where circumstances warrant (such as to extend a project or campaign for a short period when otherwise the employee would go off payroll), the Staff Union and CWA may by mutual agreement extend this three-year period of temporary staff status for an additional period of up to six (6) months.

11.2 Staff Representatives/District Organizing Coordinators

- a) Temporary Staff in Staff Representative or District Organizing Coordinator titles shall only be used to replace Staff on illness or for assignments on specific functions for periods of limited duration not exceeding six (6) months where the assignment has not been determined by CWA to be a regular full-time position. CWA further agrees that it will not use such employees to avoid the hiring of regular staff. Temporary Staff may be extended to a period of up to two (2) years in cases of extended sick leave, provided CWA gives advance notice to the Staff Union of this intent no later than thirty (30) days prior to any such extension.
- b) Such temporary staff are not entitled to the following article under the current CBA:

Article 6	Time Off for Union Activity
Article 10	NCS (except for purposes of vacation allotment)
Article 13	Suspension, Demotions, Dismissals, Involuntary Transfers & Personnel Records. (13.2 is not exempted).
Article 15	Transfer Expense

Article 17	Surplus, Layoff and Rehiring
Article 19	Leaves of Absence
Article 20	Termination Allowance
Article 22	Transportation (22.5 is not exempted)
Appendix A	Transfers, Moving, Home Sale, Home Purchase, and Mortgage offset Plans (the section Moving Expense is not exempted)
MOU	Tuition Aid

ARTICLE 12 – PROBATIONARY PERIOD

12.1. All bargaining unit employees shall be probationary for the first six (6) months of employment with CWA.

12.2. During the probationary period, the Employer may discipline or discharge a probationary employee without recourse to Article 13.1 of this Agreement.

ARTICLE 13 – SUSPENSIONS, DEMOTIONS, DISMISSALS, INVOLUNTARY TRANSFERS, AND PERSONNEL RECORDS

13.1 No represented Staff shall be suspended, demoted, dismissed or transferred involuntarily to a new location except for just cause.

13.2 All personnel records kept by CWA on an employee that may affect the conditions of such employee’s employment shall be maintained at CWA Headquarters and shall be subject to inspection by the employee or an authorized Staff Union Representative. When entries other than those of a routine nature are made to an employee’s personnel record which may affect conditions of their employment, the employee shall be so advised. When such entry is to be made, it shall be made within a reasonable length of time of the occurrence of the incident to which the entry refers. Disciplinary references, reprimands and warnings recorded in an employee’s personnel file shall, upon request of the employee, be reviewed at least annually and such record will be adjusted if warranted.

ARTICLE 14 – SICK & FAMILY CARE LEAVE

14.1. All represented staff who have less than six (6) months of Net Credited Service shall be entitled to four (4) sick days upon the first day of employment.

14.2 All represented Staff who have six (6) months but less than five (5) years of Net Credited Service shall suffer no loss of pay due to illness for a period of time not to exceed six (6) months.

14.3 All represented Staff who have five (5) years but less than ten (10) years of Net Credited Service shall suffer no loss of pay due to illness for a period of time not to exceed one (1) year.

14.4 All represented Staff who have ten (10) years or more Net Credited Service shall receive pay due to illness, based on the following schedule:

Up to one year — 100% of pay
Next six months — 66 2/3% of pay
Next six months — 50% of pay

14.5 Successive periods of sickness disability shall be counted together as one period in computing the period during which the employee shall be entitled to benefits, except that any sickness occurring after an employee has been continuously engaged in the performance of duty for 150 days shall be considered as a new sickness and not as part of any disability which preceded such period of 150 days.

14.6 When the employee qualifies for leave under the Family Leave Act, twelve (12) weeks of Parental Leave paid at the employee's base rate of pay at the time of the event (child's date of birth, date of adoption, date of legal guardianship, or date child is received from surrogate mother) will be provided to birth parents, adoptive parents, employees who become legal guardians of a child under the age of 18 and employees who receive a surrogate child. Parental Leave commences on the first date of the event. In the case that both parents are employed by CWA, both parents are entitled to Parental Leave. In states or localities with programs that subsidize paid leave, the employee shall apply for such wage subsidies, and CWA shall make up any difference between the wage subsidy and the employee's base rate of pay. Parental Leave may be taken in increments of the employee's normally scheduled work week.

Parental Leave will run concurrently with FMLA leave when the employee meets the FMLA eligibility requirements. Additional unpaid time may be taken pursuant to Section 19.2, Leave of Absence.

14.7 The employer shall, upon written request, grant an employee "Family Care Leave" with pay for up to one (1) week which can be renewed each 90-day period, provided there are no additional occurrences, to care for a seriously ill family member, as defined by the FMLA.

Any paid "Family Care Leave" that an employee is granted under this provision will be deducted from the employee's sick leave entitlement under this article of the Agreement.

ARTICLE 15 – TRANSFER EXPENSE

15.1 When a represented Staff is permanently transferred from one location to another, CWA shall pay the expenses of moving as outlined in other sections of this Article.

15.2 The Home Sale Plan and the Home Purchase Plan applicable to Staff is attached to this Agreement as Appendix A.

15.3 CWA shall pay for packing, transfer, storage (where storage is approved by the Secretary-Treasurer of CWA) and reasonable insurance costs of moving to the new location.

15.4 Represented Staff shall be allowed out of town expenses as provided in Uniform Expense Treatment – Article 21 to maintain temporary quarters at the new location for a period not to exceed ninety (90) days from the date of transfer or the date the Staff moves into a permanent residence, whichever is earlier.

ARTICLE 16 – PAYMENT TREATMENT

16.1 Effective 10/1/2022, provide a five percent (5%) wage increase.
 Effective 10/1/2023, provide a two and one-half percent (2.5%) wage increase.
 Effective 10/1/2024, provide a two and one-half percent (2.5%) wage increase.

16.2 Staff Representatives, District Organizing Coordinators, and Senior Campaign Leads will be paid based on the following wage schedule:

	10/1/2022	10/1/2023	10/1/2024
Start	\$ 96,097.59	\$ 98,500.03	\$ 100,962.53
6 Mos	\$ 101,194.22	\$ 103,724.07	\$ 106,317.17
12 Mos	\$ 106,561.15	\$ 109,225.17	\$ 111,955.80
18 Mos	\$ 112,212.71	\$ 115,018.03	\$ 117,893.48
24 Mos	\$ 118,164.02	\$ 121,118.12	\$ 124,146.07
30 Mos	\$ 124,430.96	\$ 127,541.73	\$ 130,730.28

16.3. Campaign Leads will be paid based on the following wage schedule:

	10/1/2022	10/1/2023	10/1/2024
Start	\$73,617.08	\$75,457.50	\$77,343.94
6 Mos	\$77,208.37	\$79,138.58	\$81,117.04
12 Mos	\$80,974.87	\$82,999.24	\$85,074.22
18 Mos	\$84,925.10	\$87,048.23	\$89,224.44
24 Mos	\$89,068.04	\$91,294.74	\$93,577.10
30 Mos	\$93,413.08	\$95,748.41	\$98,142.12

16.4. Campaign Assistants will be paid based on the following wage schedule:

	10/1/2022	10/1/2023	10/1/2024
Start	\$42,943.30	\$44,016.88	\$45,117.30
6 Mos	\$46,231.23	\$47,387.01	\$48,571.68
12 Mos	\$49,770.91	\$51,015.19	\$52,290.57
18 Mos	\$53,581.61	\$54,921.15	\$56,294.17
24 Mos	\$57,684.05	\$59,126.15	\$60,604.30
30 Mos	\$62,100.60	\$63,653.12	\$65,244.44

16.5. All Represented Counsel hired will be paid based on the following wage schedule. At each step, the salary shall be seven percent (7%) above the scale for Staff Representatives and District Organizing Coordinators.

	10/1/2022	10/1/2023	10/1/2024
Start	\$ 102,824.42	\$ 105,395.03	\$ 108,029.91
6 Mos	\$ 108,277.81	\$ 110,984.76	\$ 113,759.38
12 Mos	\$ 114,020.43	\$ 116,870.94	\$ 119,792.71
18 Mos	\$ 120,067.60	\$ 123,069.29	\$ 126,146.03
24 Mos	\$ 126,435.50	\$ 129,596.39	\$ 132,836.30
30 Mos	\$ 133,141.13	\$ 136,469.65	\$ 139,881.40

16.6 No represented Staff shall accept regular wages or regular remuneration payments of any kind for work of any kind performed for others while in the active employ of CWA.

ARTICLE 17 – SURPLUS, LAYOFF AND REHIRING

17.1 Whenever it becomes necessary to lay off represented Staff covered by this Agreement, they shall be laid off in inverse order of seniority, that is, the represented Staff with the least seniority shall be laid off first. For purposes of the application of this section, inverse order of seniority shall apply separately to each of three groups of employees: Group 1: Represented Counsel, Group 2: CWA Representatives and District Organizing Coordinators (as a single group for this purpose) and Group 3: Senior Campaign Lead, Campaign Lead and Campaign Assistant. Within Group 3, layoffs shall be by title within specific projects or campaigns.

17.2 Rehiring shall be by seniority such that the last person laid off within each group (per 17.1) shall be the first person rehired. The right to be rehired shall expire two (2) years following the person’s layoff date.

17.3 For regular full-time employees in Group 3, CWA shall first attempt to find work for the employee on another campaign or project, including positions which have not been posted yet. CWA reserves the right to transfer such bargaining unit employees from one project or campaign to another, regardless of whether any surplus or layoff is involved and without posting such jobs for bidding under Article 24. CWA shall not do so in an arbitrary or capricious manner.

17.4 The process to be followed where CWA has determined that layoffs may be necessary shall be as follows:

- Step 1. The employer shall immediately notify the Staff Union of any surplus of staff and the reasons for such surplus and vacancies available. The notification is required for the purposes of entering into effects bargaining regarding the implementation of any process or procedures necessary, with the intent to

alleviate the need for a surplus declaration when possible. Vacancies that occur after notification required by this section and before completing Step #6 shall not be filled without the concurrence of Staff Union Officers.

- Step 2. Contractors and Blue Voucher employees performing bargaining unit work of the affected group and project/campaign (if applicable) shall be separated prior to any Group 1, 2 and 3 employees being laid off.
- Step 3. Temporary Staff as defined in Temporary Staff Article in the affected group and project/campaign (if applicable) shall be separated prior to any Group 1, 2 and 3 employees being laid off.
- Step 4. A surplus of Staff shall be determined by the inverse order of seniority within a title and campaign/project (if applicable).
- Step 5. The affected employee(s) shall be offered any vacant position(s) for which they are qualified in their affected grouping (Group 1, 2, or 3).
- Step 6. If a surplus remains after Steps 1-6 have been exhausted, a bargaining unit employee who is subject to being laid off in accordance with this Article shall be offered an opportunity to bump the least senior employee in their group (per 17.1). This shall be done on a union-wide basis. Expenses for any such transfer, in lieu of layoff, shall be as provided in Article 15, Transfer Expenses, of this Agreement. Employees may only bump into a position for which they are qualified. Employees may not bump into a higher job classification. However, employees may voluntarily bump down within their group.
- Step 7. Any Staff, as a result of being relocated due to a surplus, shall have first priority to return to the State or location from which they were transferred, provided they are qualified for the position.

17.5 Surplus – When a surplus situation is declared by CWA, jobs that are negotiated with an employer whereby the National Union appoints an individual to perform this job and the work is of a full-time nature, it will then be staffed by Represented employees.

17.6 The Staff Union and individual Senior Campaign Leads, Campaign Leads, and Campaign Assistants shall be notified at least sixty (60) prior to the expiration of a project via written and/or electronic communication that the SIF or Growth Fund project or campaign is expiring and whether management intends to renew, not renew, or make changes that will impact the staffing levels of the campaign or project. If the intent is not to seek renewal or seek renewal with staffing changes, the notice shall provide direction to the affected employees for where to find and apply for job openings within CWA.

17.7 For all employees who remain Temporary Staff as defined in Article 11, Temporary Staff, when such employee is separated from employment because the project or campaign is

terminated or restructured prior to its expiration date, they will receive a one-time separation payment of one-thousand dollars (\$1000).

ARTICLE 18 – VACATIONS

18.1 Vacations with pay shall be granted to employees as follows:

Vacation Allotment	Vacation Cap
One week of vacation during the calendar year in which at least three months (but less than one year) of net credited service are completed.*	N/A
Three weeks’ vacation during the calendar year in which one year of net credited service is completed and during each subsequent year until the year in which five years of net credited service are completed.	Six (6) Weeks
Four weeks’ vacation during the calendar year in which five years of net credited service are completed and during each subsequent year until the year in which ten years of net credited service are completed.	Seven (7) Weeks
Five weeks’ vacation during the calendar year in which ten years of net credited service are completed, and during each subsequent calendar year.	Eight (8) Weeks

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

18.2 The vacation schedule shall be agreed upon by mutual consent, but represented Staff shall have preference in accordance with seniority.

18.3 Vacation allotments shall be made on January 1st of each year. Employees are encouraged to use all vacation time each year, but unused time will be carried forward into the next year. However, as detailed above in Section 1, there is a vacation allotment cap. Once an employee reaches the specified number of unused vacation weeks, further allotment of new vacation time will stop until the following January 1st, at which point additional allotments in accordance with the schedule in Section 18.1 will be given to the extent that the employee’s total unused vacation time on that January 1st is below the cap.

18.4 Should a Staff Person die while actively employed by CWA, any unused vacation time shall be included in the employee’s final paycheck.

ARTICLE 19 – LEAVES OF ABSENCE

19.1 Upon written request, the CWA shall grant represented Staff leaves of absence for good and sufficient cause. Such leaves shall be without pay and shall not be considered as service time in the accrual of rights and benefits under this Agreement but shall not cancel previous service in determining total service with the CWA. Good and sufficient cause shall be:

- a) Election to any political office in city, county, state or U.S. Congress

- b) Election to any AFL-CIO state, county or city central body. Such leaves shall be for the period such positions are held and the represented Staff shall be reinstated to his or her former or similar position within thirty (30) days of notice of his or her intention to return

19.2. The employer shall, upon written request, grant an employee "Family Care Leave" without pay (running concurrent with any paid time pursuant to 14.5), to care for a seriously ill family member, as defined by the FMLA or for a newborn or newly adopted child for a total period (including any periods of paid Family Care Leave) of up to twelve (12) months within a two (2) year period. Service will accrue during the period of family care or parental leave. The employer shall maintain all health benefits for the period of the leave, up to twelve (12) months. The employee will be returned to their former position or a similar position within thirty (30) days of notice of intention to return to work. Such return to work shall be at the beginning of a payroll period. When returning from the leave of absence, an employee shall be credited for service prior to the leave of absence.

ARTICLE 20 – TERMINATION ALLOWANCE

20.1 Termination allowance shall be paid a represented Staff whose service is terminated due to layoff.

20.2 Termination allowance shall be paid at the basic rate of the represented Staff at the time of the service termination and shall be in accordance with the following:

- a) No termination allowance shall be paid represented Staff having less than one (1) year of Net Credited Service.
- b) For each full year of Net Credited Service up to and including four (4) years, one (1) week pay.
- c) For each additional full year of Net Credited Service, in excess of four (4) years and up to and including eight (8) years, two (2) weeks' pay. For each additional full year of Net Credited Service in excess of eight (8) years four (4) weeks' pay.

ARTICLE 21 – UNIFORM EXPENSE TREATMENT

21.1 Meals and Miscellaneous expenses of up to the allowable IRS per diem rates within the continental United States will be allowed without receipts for days in which overnight lodging is incurred. Meals and miscellaneous expenses of up to the allowable GSA per diem rates will be allowed with receipts for days in which overnight lodging is incurred outside the continental United States. When the IRS tables are published in October of each year CWA will implement the revised IRS tables to become effective on January 1st.

21.2 Meals and miscellaneous expenses of up to twenty-five dollars (\$25.00) per day will be allowed without receipts for days which are not associated with overnight lodging. On the travel day home from an out-of-town assignment, meals and miscellaneous expenses up to the allowable IRS per diem rate will be allowed, provided the Staff person actually incurred the expense and had three (3) meals on the road. Unless the meal constitutes a business meeting, a meal in town reimbursement is not available on days the employee is working from home or from their normal work location.

21.3 Reasonable and moderate housing, local and long distance telephone or communications expenses, incurred in carrying out the assigned job shall be reimbursed by CWA. Housing reimbursement covers such expenses when on authorized assignment away from headquarters location.

21.4 Other properly authorized expenses incurred on behalf of CWA shall be reimbursed when properly explained and vouchered.

21.5 CWA will provide each Staff a Cell Phone and participation in a pooled AT&T cell phone plan. Staff not currently in the pool plan will be transferred upon request. Staff who elect to stay on their own plan will receive sixty-five dollars (\$65) per month toward their existing cell phone plan. CWA will allow the replacement of a cell phone if damaged or broken beyond repair once during the life of the Agreement, up to \$100.

CWA will reimburse each employee for the purchase of a blue tooth hands-free device for cell phone usage, either as an upgrade to a CWA leased vehicle or for use in a personal car, not to exceed \$100.00 lifetime. However, no employee whose CWA leased car comes with such device will be eligible. Vouchers for reimbursement should be sent to Human Resources for approval.

21.6 CWA shall offer all employees who do not also have a workspace or office at a CWA worksite and who work from home, a \$55 per month contribution for internet service and reimbursement for reasonable expenses, pre-approved by their supervisor, associated with maintaining an appropriate home office.

21.7 Employees shall be reimbursed for the annual basic fee for one credit card, not to exceed \$95, in any year when such credit card is used for reimbursable expenses.

ARTICLE 22 – TRANSPORTATION

22.1 Staff Representatives, District Organizing Coordinators, and Represented Counsel shall be provided a vehicle by CWA for necessary travel to perform assignments by and for CWA as long as they work for CWA. Such Staff will be able to select from upgraded cars, as designated by CWA, with Staff paying the additional cost. The Staff Union President will be provided the Leased Vehicle Package as soon as it is available.

22.2 Transportation and Mileage Expense Allowance will be in accordance with the timeline listed below and the mileage expense allowance will be ½ (one-half) the IRS allowable mileage

rate.

- Effective, October 1, 2022, the car allowance will increase to \$575 per month.
- Effective, October 1, 2023, the car allowance will increase to \$600 per month.
- Effective, October 1, 2024, the car allowance will increase to \$625 per month.

Regular full-time employees, including those with campaign titles, who have not opted for a staff car or are not eligible for one, are entitled to this allowance.

22.3 For Staff who are currently on the Transportation and Mileage Expense Allowance, it will be a condition of employment to have a personal vehicle in good condition covered by adequate insurance. CWA will pay tolls, parking and for driving outside a metropolitan area.

22.4 Represented Staff may be authorized to use coach railroad transportation, or air transportation for necessary travel to perform assignments by and for CWA, when the use of automobile transportation is impractical. Any assignments that require travel over 300 miles (one way) in a single day shall be considered impractical.

22.5 All Staff not receiving the Transportation and Expense Allowance, including temporary Staff, if approved by CWA, shall be reimbursed at the appropriate mileage rate as determined by the IRS, for the use of their personal vehicle on Union business.

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

22.7. All bargaining unit employees shall consent to any necessary periodic motor vehicle records check to satisfy CWA's obligations to its insurance company.

ARTICLE 23 – LIFE INSURANCE

23.1 CWA shall furnish Group Life Insurance, with accidental death and dismemberment provisions, for each Staff employee represented by the Staff Union in the amount of one times annual salary. Represented Staff may, at their option and their expense, purchase additional life insurance in the amounts of \$10,000, \$20,000, \$25,000, \$50,000, \$75,000, or \$100,000.

23.2 CWA provides the availability of purchasing "Dependent Life Insurance" at a group rate. Any final plan benefits will be between the employee and the insurance company. CWA will not administer such a plan.

23.3 Upon retirement from active employment, each represented staff will receive a payment of \$15,000 in lieu of any other CWA death benefit or life insurance.

ARTICLE 24 – JOB PREFERENCE

24.1 When a vacancy occurs, all represented Staff and Temporary Titles, shall be notified of such vacancy and the date they are to respond to such notice.

Before a Group 2 vacancy is posted to all staff, the vacancy shall first be offered to represented staff in Group 2 within the appropriate District, Sector, Division or Headquarters Administrative Unit with the vacancy to allow for a one-time "true up" of the staff within that administrative unit.

24.2 When filling vacancies within the bargaining unit, the following factors will be considered:

- A. Seniority
- B. Job Performance and Qualifications for vacant job.
- C. Reasonableness of the request to fill vacancy.
- D. Additional priorities as determined by CWA as follows: *
 - 1. Ensuring consideration of a diverse pool of candidates that reflects the diversity of the membership.
 - 2. Effect on the good and welfare of CWA as a whole.
 - 3. In Districts where limited opportunities have existed for employment of Local Officers and members within Districts CWA may fill a vacancy with such a person.
 - 4. A Staff (Represented or Non-Represented) assigned to a District other than the District they were located in prior to being employed as a Staff Representative may request a return to their home District or State.

****Note: It is agreed and understood by both parties to this Agreement that primary consideration shall be given to "D" above when selected vacancies are to be filled.***

- E. CWA will provide priority job bidding by Temporary Staff working in the department where the vacancy exists after all regular full-time Staff have had the opportunity to bid on such vacancy. It is understood that the unique requirements in Sub-Paragraph D shall have primary consideration.

24.3 The decision of CWA in filling the job vacancy shall be subject to challenge only on the ground that it lacked just cause.

24.4 When a vacancy is filled under Section 2, Paragraph "D", notification shall be given the Staff Union and the reasons forthwith.

24.5 The job preference and vacancy filling provisions of this Article shall apply to all bargaining unit employees.

24.6 An Organizing Coordinator may be temporarily assigned to a Staff Representative title to meet the changing work load requirements for a minimum period of three months and a maximum of twelve months. The parties may extend the temporary assignment beyond the twelve months, which extension shall not be unreasonably withheld. If after twelve months (or any extension) the Employer determines that the position should be permanent, the Organizing Coordinator may accept that permanent staff position or return to their Organizing Coordinator assignment. If not accepted, the job will be posted for bidding.

24.7 Any CWA Representative or District Organizer Coordinator covered by this Agreement must complete at least 12 months of service as a CWA Representative or District Organizer Coordinator in one location before being eligible to bid for a lateral transfer. For the purposes of this section, a "location" will include a CWA District, Sector or Division. The 12 months will not include any leaves of absence or disciplinary suspension, unless such periods of leave are required to be included under the law.

24.8 Nothing in this Agreement prohibits CWA from re-assigning employees at its discretion from one SIF or Growth fund project to another, provided this does not result in an involuntary relocation. This may be done in lieu of posting a job.

24.9 When CWA determines, at its discretion, a job function and geography for a permanent Growth Fund position within the scope of the bargaining unit, the position shall be subject to the processes under this Article, except where the employee is already performing such job function in such geography. In such case, such employee shall fill the permanent Growth Fund position. If multiple employees are performing the job function in the geography, then the most senior of such employees shall fill the permanent Growth Fund position.

ARTICLE 25 – 401(k) SAVINGS PLAN

25.1 CWA will contribute a 5% match of the employee's annual salary for those employees who contribute the equivalent of a minimum of 5% of their annual salary to the plan during the plan year. (Plan year begins on January 1 and ends on December 31).

25.2 CWA will continue a post-tax contribution plan that will allow after tax contributions to either the CWA 401k plan or to the CWA Savings & Retirement Trust.

25.3 CWA will work with the Savings Plan Administrator to add a Roth IRA option to the savings plan by as soon as feasible.

ARTICLE 26 – DEPENDENT CARE REIMBURSEMENT ACCOUNT PLAN

26.1 Employees covered under this Agreement shall be eligible to participate in the "Employer's Dependent Care Reimbursement Account Plan."

ARTICLE 27 – EMPLOYEE ASSISTANCE PROGRAM/EAP

27.1 CWA will continue providing a "Resource and Referral Service" (Employee Assistance Program) which gives employees a way to deal with questions, pressures and issues that they face from everyday living. (Such issues as child care, well-being of an older relative, support groups, etc.)

ARTICLE 28 – ADOPTION ALLOWANCE

28.1 CWA will provide for an adoption support program which will reimburse eligible participants up to \$3,000.

ARTICLE 29 – LEGAL SERVICES

29.1 Employees will have access to legal services as provided and so long as provided through Union Plus and/or Met Life Supplemental and/or LifeWorks.

ARTICLE 30 – RULES, BENEFITS AND PRIVILEGES

30.1 All rules, benefits and working conditions heretofore in effect which are not specifically mentioned or changed by the provisions contained herein, shall not be changed to the detriment of the employees during the term of this Agreement, unless changed by mutual consent of the authorized representatives of the parties.

30.2 It is further agreed that changes to this Agreement mutually agreeable to the authorized representatives of the parties may be made at any time during the tenure of this Agreement.

ARTICLE 31 – HEALTH CARE

31.1 For the duration of the Agreement, CWA agrees to maintain the current health care benefits as identified by the Summary Plan Description, including the January 1, 2008 deductibles of \$150 per individual and \$300 per family.

31.2 Premium Contributions

Employees will pay premiums for health benefits, as follows:

Employee Only	1.25% of Salary
Employee, Spouse or Domestic Partner	2.00% of Salary

There shall be no additional premium contributions for children as currently described in the Health Care Plan

31.3 Joint Healthcare Committee

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

The Committee's purpose shall be:

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

The Committee shall meet at least once each year, or more frequently as needed, in Washington DC.

As a result of these meetings, information concerning the discussions will be disseminated to all employees by CWA, and/or to the members of the Staff Union bargaining unit by the Staff Union Executive Board, as appropriate.

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

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

The committee will address concerns with the plan, BUT complaints about outstanding claims, services not covered, etc., will continue to be addressed ONLY through staff union representatives or Human Resources.

31.4 When sufficient information is available allowing CWA to determine whether it is likely to face an excise tax due to the value of the healthcare benefit, the parties shall reopen bargaining over plan changes to avoid such liability and minimize the economic impact on the parties.

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

ARTICLE 32 – DURATION OF AGREEMENT

32.1 This Agreement shall be effective as of October 1st, 2022 and shall remain in full force and effect until midnight September 30th, 2025.

32.2 Notification to amend, modify, delete or terminate the existing Agreement shall be given in writing by either party, sixty (60) days prior to the termination date of the Agreement.

For CWA:

Jody Calemine

Guerino J. Calemine, III
Chief of Staff & Counsel
CWA Bargaining Chair

Marilyn Klinger

Marilyn Klinger
Human Resources Director

For Staff Union:

Garry Jordan

Garry Jordan
President
Union Bargaining Chair

Michael A. Schulte

Michael A. Schulte
Vice President

Erin M. Spaulding

Erin M. Spaulding
Secretary-Treasurer

Jessica A. Ramirez

Jessica A. Ramirez
SIF/Growth Fund Executive Board

Amber Brooks

Amber Brooks
IUE Executive Board

APPENDIX A

GENERAL OUTLINE OF RULES AND REGULATIONS GOVERNING STAFF TRANSFERS, MOVING, HOME SALE, HOME PURCHASE, AND MORTGAGE OFFSET PLANS

The purpose of these plans is to expedite the transfer of Staff employees. It is understood that Staff are responsible for all decisions regarding the purchase, sale or relocation of their property.

When a Staff person is transferred from one work location to another, expenses associated with the transfer are governed by the actions taken by the CWA Executive Board, CWA policy, and any applicable provisions of our contracts with the unions representing our Staff employees.

The following information is designed to assist Staff, Administrative Staff, and Officers as they are required to use or administer the respective plans.

A. CWA Staff moves are divided into two categories:

1. A move initiated by CWA (this includes a move that is required because of being elected to an International Office)
2. A move that is initiated at the request of the Staff employee (this includes any move as a result of exercising the bidding process provided in a collective bargaining agreement).

Staff who exercise this plan under Category #2 are limited to a lifetime maximum of \$30,000, for relocation expenses. This maximum is a composite of any reimbursements under the Moving, Home Sale, Home Purchase, and Mortgage Offset Plans.

When a newly hired CWA Representative is required to move because of their initial assignment, CWA in addition to transfer and moving expenses will pay the real estate commission in connection with the sale of a house or condo up to \$7,500.00. This amount will apply towards the lifetime maximum.

This provision will only be applicable to newly hired staff when they are not able to sell their homes for the appraised price. If they get the appraised price, it will not apply. If the difference between the appraised price and the selling price is less than the real estate commission, the lower amount will be paid.

Upon retirement, staff who have moved under Category #1 shall be eligible for moving expenses to move back to the location from which they were transferred at the initiation of CWA. CWA will provide moving and closing costs on the sale of their residence which are within the limits of the \$30,000 lifetime maximum. CWA will not purchase the home on retirement. CWA will not assume any financial responsibility at the new location following retirement.

TRANSFERS

1. Staff will be informed of their transfer date as much in advance as circumstances will allow.
2. It shall be a priority assignment for Staff to find permanent housing at their new work location.
3. Upon arriving at their new work location and for a period of up to 90 days, Staff shall be reimbursed housing, meals and miscellaneous expenses consistent with the CWA policy and labor agreements in effect at that time. These expenses are charged to the District account. During this period, Staff will be reimbursed for actual expenses (transportation, housing, and meals) associated with one visit by the spouse to the new location for the purpose of selecting suitable housing. Expenses for this visit are to be charged to Account 064.

All requests for reimbursements under any of the plans should be submitted on a separate voucher approved by the administrative head and sent to the Secretary-Treasurer's office for approval and payment.

MOVING EXPENSE

1. The Staff who is being transferred shall contact the Secretary-Treasurer's office to make the necessary moving arrangements. CWA has a contract with a national moving company therefore, Staff should not individually contact or enter into any contract with a moving company. The Secretary-Treasurer's office will be directly billed for the move; consequently, some consultation may be necessary with the Staff if there are questions regarding the charges.
2. The timing of the move should take into consideration the closing date(s) of the sale, purchase or lease of property thereby avoiding any storage or additional unloading/loading charges. Storage and additional handling charges will not be paid by CWA.
3. CWA will pay the cost of moving household furnishings from the Staff's primary residence by surface common carrier. Reasonable packing and unpacking charges will also be paid. Any charges for moving furnishings over a cumulative weight of 15,000 lbs. must have prior approval of the Secretary-Treasurer. CWA provides a basic amount of insurance coverage on household furnishings. The Staff can choose to have greater coverage; however, any additional costs are the responsibility of the Staff.

CWA will reimburse the actual expenses associated with driving one personal vehicle to the new location, e.g., gas purchases and tolls. The cost of moving any additional vehicles, recreational equipment, etc., shall not be paid by CWA.

4. Should the residence not be ready for immediate occupancy at the time of the family's arrival at the new location, CWA will reimburse actual necessary family expenses paid by CWA to perform work which is, e.g., meals and lodging, for a period not exceeding seven days, and only if this period is within the 90 calendar days' timeframe described in Item 3 of the Transfer section.
5. CWA will reimburse actual costs associated with utility hookups for water, fuel, electricity and telephone. Any deposit requirements or required equipment purchases, e.g., fuel tanks, meters, telephones, etc., are the Staff's responsibility.
6. CWA will reimburse the fees associated with a driver's license for the Staff, if such a change is as a result of the move. This reimbursement will not apply to subsequent renewals.

HOME SALE PLAN

The Home Sale Plan applies to Staff employees who own their homes and are transferred to a new work location. The plan is available only with respect to homes which Staff own and in which they are residing at the time of transfer. It does not apply to any other property the employee may own.

For the purpose of this plan, a "home" is a single family residence, however, a duplex may be included if it is the residence of the employee. The following will not be considered a home for the purpose of this plan:

- A multiple unit apartment or other property occupied by more than two families;
- A mobile home on a rented lot;
- Ownership of shares in a co-operative apartment.

A home is "owned" if the deed to it or a valid contract for its purchase is in the name of the Staff, the Staff's spouse, or both; or jointly in the name of the Staff and another relative who lives in the Staff's household.

The following procedure is to be followed to secure reimbursement under the home sale plan:

- 1) The transferee is to call CWA's professional relocation company to start the home sale process.
- 2) The transferee home cannot be listed before the appraised value is established. Two appraisals will be requested.
- 3) Transferee must implement the marketing strategy and plan developed by CWA's professional relocation company to be eligible for benefits under the plan.
- 4) Transferee must accept any offer equal to or greater than seven percent (7%) of the appraised value.

- 5) Home must be marketed for the entire sixty (60) day offer acceptance period before CWA will make an offer to purchase transferee's home. If after the initial required marketing period (60 days) the transferee decides to sell their home to CWA, they must complete the contract of sale and other required documents and send them to CWA's professional relocation company who will then complete the purchase of the home, (within the \$30,000 lifetime maximum for voluntary moves - transferee will be responsible for any costs over the \$30,000 lifetime maximum) on the home when transferee vacates.
- 6) The transferee is responsible for all repairs to the home to ensure the property is in marketable condition. Repairs will be determined by a professional inspector.
- 7) CWA will not be responsible for any discount points associated with the sale of the home including any mandatory requirements of the seller in cases where the buyer's financing is through a government program or agency.

If the transferee rejects the appraised value offer made by the professional relocation company on behalf of CWA, the transferee cannot ask the relocation company to perform any other services on their behalf. If CWA offer is rejected, Staff will remain eligible for costs associated with selling of the home as outlined above for a period of up to one (1) year from the effective date of their transfer.

HOME PURCHASE PLAN

To qualify for reimbursement(s) under this plan, Staff must have owned a home as defined in the Home Sale section at the time of their transfer. The new property must be purchased within one year from the effective date of transfer. Any exceptions to this time period must have prior approval of the CWA Executive Committee.

CWA will reimburse Staff only for the necessary and required costs associated with the purchase of a home. This includes such matters as drawing documents, title search, abstracts, recording mortgages, revenue stamps and legal fees. Matters such as insurance, taxes, pro rata cost of utilities, payments to agents, brokers, etc., are not reimbursable.

CWA will reimburse Staff for loan origination fees not exceeding 1% of the loan amount.

CWA will not reimburse Staff for "points" a term used to describe various amounts charged by lending agencies. This includes charges described as service charge, brokerage fee, loan transfer or beneficiary fee, loan prepayment fee, loan discount fee, etc. In addition, CWA will not reimburse Staff for any type of mortgage insurance.

MORTGAGE OFFSET PLAN

Payments under this plan are limited to Staff who have relocated for one of the following reasons:

- A move that results from an action taken by CWA, e.g., opening, closing, moving an office, changes in work assignment.

- Promotions which require relocating.
- Result of a surplus condition being declared by CWA.

Staff are not eligible for mortgage offset payments for relocations as a result of accepting employment, a job bid, or election to an International Office.

Payments for a Staff who qualifies will be computed as follows:

The mortgage rate of the old residence is to be subtracted from the mortgage rate of the residence at the new location. This percentage is to be multiplied by the existing balance of the mortgage on the former residence. This figure is then multiplied by five and that amount is paid to the Staff.

APPENDIX B – Pension Plan

Adjustable Pension Plan

1. Eligible Staff shall participate in the Adjustable Pension Plan (APP), with the terms outlined as follows, subject to applicable law:
 - a) Normal retirement benefit at age 65 with 5 years vesting service, with the normal form a single life annuity.
 - b) Vesting: 100% after 5 years of Vesting Service. Past vesting service with the CWA Plan will count toward vesting service in the new plan.
 - c) Early retirement available to vested participants that have attained 55 years of age; such early retirement benefit amount will be adjusted to reflect actuarial equivalence to the benefit payable at age 65.
 - d) Options for married participants: 50% or 75% post-retirement joint and survivor annuity. These benefits will be actuarially reduced to reflect the cost of the option. There will be no subsidies in the plan.
 - e) Domestic partner survivor pension: 50% or 75% joint and survivor annuity described above.
 - f) The actuarial reduction for joint and survivor annuity and for early retirement is based on an assumed interest rate of 5.5% and using the mortality assumptions of the RP-2000 Mortality pre and post commencement rates (static) weighted 50%/50% male/female.
 - g) If a participating employee dies prior to retirement, his or her surviving spouse or domestic partner will be eligible to receive 50% of participant's earned benefit, reduced for age.
 - h) A Disability Pension will be available to a participant with at least 10 years of Vesting Service, has worked in Covered Employment for 13 weeks in the last 36 months preceding disability, AND the participant is eligible for Social Security disability benefits. The benefit amount will be the same as that for the Early Retirement Pension, adjusted for actuarial equivalence.
 - i) Deferred pension (retiring from non-covered employment as a terminated vested participant) at age 65 with 5 years vesting service.
 - j) A lump sum payment option will be available only where the actuarial equivalent is \$1,000 or less on the Annuity Starting Date or, for a spouse or domestic partner pension, where the life annuity is \$100 or less per month.

2. Two union-designated representatives (selected by the FGR, CWA Staff Union, OPEIU Local 2, OPEIU Local 29, CWA Guild, BEST and IUOE Local 99 representing CWA employees) will continue regular discussions with the APP and Legacy Plan trustees. The union-designated representatives may attend regular trustee meetings as observers of the actuarial and investment reports from plan professionals for both the legacy plan and the APP. All non- privileged pension documents and information will be made available to the union representatives, including:
 - a. Plan income and expense reports
 - b. Quarterly and annual investment performance reports
 - c. AFTAP report
 - d. Annual valuation report
 - e. Form 5500
 - f. Plan amendments

- g. Summary Plan Description
- h. Plan Document
- i. Annual plan audit
- j. Documentation of plan policies

Confidential discussions with CWA counsel or plan counsel and related documents are not subject to the preceding access provision and may include, but are not limited to, evaluations of plan professionals, personnel issues, potential litigation, and legal advice.

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

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

Legacy Pension Plan (Frozen):

The parties acknowledge that the CWA Plan for Employees' Pensions (Legacy Plan), is frozen as of May 1, 2017, per the February 21, 2017, Memorandum of Agreement. All terms of the CWA Legacy Plan, outlined below, will remain in effect for the frozen piece of the benefit including the option to take benefits as a lump sum. At such time as additional funding is needed to ensure the full lump sum under the Legacy Plan, CWA will make additional payments.

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

The pension plan permits calculation to utilize partial years of age, expressed in whole months.

The pension plan provides employees who are vested in the Pension Plan, the ability to retire at any age with a minimum lump sum benefit equal to the present value of the age 65 benefit. Employees who choose this option shall not be eligible for CWA provided health care benefits or any Article 23 payments.

The Staff Union President will be able to make a recommendation to the President of CWA of who will serve on the CWA Pension Committee.

CWA will maintain at least an 80% level in the Pension fund.

CWA and the Trustees will use available legal avenues and measures to assist with the pension funding without decreasing any negotiated benefits of the plan, except as provided for in this agreement. CWA will do everything legally and within their ability to avoid benefit restrictions under the PPA.

MEMORANDUM OF UNDERSTANDING
TUITION AID

1. Tuition aid of a reasonable amount per semester will be paid to a learning institution on behalf of a bargaining unit employee for an approved course that is part of a degree or certification program pursued by the employee.
2. A description of the course acceptable to CWA and a showing of the relevance of the training to official duties will be required. All course work should be related to an educational goal within reasonable time limits of achievement. The cost of the particular course or program must be reasonable.
3. All CWA commitments will require the prior approval of the Vice President of the District/National Unit or the Director of the Department and consideration will be given to the needs of carrying on the Union's business. A request for tuition aid must be made at least sixty (60) days in advance of any enrollment deadline.
4. The cost of tuition and books shall be paid by CWA only after the employee has satisfactorily completed the training or course.
5. CWA will not contribute financially to more than four (4) courses per year per employee and in any case no more courses or hours than can reasonably be expected not to interfere with the employee's health or work. This shall be applicable up to and including a Masters' Degree. If the employee voluntarily leaves employment within two (2) years of receiving the tuition aid towards a degree program, the employee shall refund CWA the full amount of the tuition aid received within those two (2) years.
6. Representatives with five (5) or more years' service, may apply for an unpaid leave of absence for up to one year to attend an accredited college. If approved by the President, the representative may request from the Joseph Anthony Beirne Foundation an interest-free loan not to exceed \$10,000 to pay for tuition and/or living costs associated with the college. No more than two such leaves will be granted in any year.
7. The tuition aid shall be capped at \$35,000 for all bargaining unit employees per fiscal year. Tuition aid shall be considered on a first come, first serve basis, except that where more than one request has been made and not yet approved, priority shall be given on the basis of (1)

allowing an employee to complete an ongoing program of study where a previous course in that program had already been approved and satisfactorily completed, and (2) seniority.

8. One-off employee professional development type courses are not part of the tuition aid program, do not count against the cap, and are provided for at the total discretion of CWA.

Memorandum of Understanding
Out of Town Assignments

This will advise that it is the policy of the Communications Workers of America to reimburse Staff for the cost of traveling to and from their home at least once a month, whenever they are assigned out of town for extended periods of time.

/s/ Carmine Turchi
Carmine Turchi
Assistant to the Secretary-Treasurer
Communications Workers of America

/s/ Richard Martini
Richard Martini
President
CWA Staff Union

November 14, 2006
Dated

November 11, 2006
Dated

Memorandum of Understanding
Joint Meetings

This will advise that the CWA Executive Committee and the Staff Union Executive officers have agreed to meet at least two times a year. One of these meetings shall include the Staff Union Executive Board in conjunction with the CWA Convention or President's meeting.

Memorandum of Understanding
Training and Development Committee

Within sixty (60) days following ratification of the contract, the parties shall form a training and career development committee. The purpose of the committee shall be to work collaboratively to assist in developing and implementing a comprehensive orientation program, opportunities for training and career development, and a mentorship program. There shall be four (4) CWA Staff Union members participating on the committee representing Staff Representatives, District Organizing Coordinators, workplace organizers in campaign titles, and legislative/political organizers in campaign titles.

Memorandum of Agreement
Hybrid Work from Home Trial Agreement

CWA (“the Employer”) and the Staff Union (“Union”) agree to the following:

1. The trial for a hybrid work from home option for employees, at the discretion of individual supervisors, which began in 2022, shall be extended under the following terms.
2. In lieu of working in their regular CWA work location, if their supervisor is amenable to a different arrangement, each employee may work out with their supervisor a flexible location schedule, by completing and signing the attached Work from Home Arrangement with their supervisor and submitting it to the CWA HR Department and the employee’s collective bargaining representative (“the arrangement”). The arrangement shall specify for the employee a schedule for which days the employee works at home or works in the office. It is understood that some supervisors or departments may not be amenable to any work from home arrangement. None shall be required to implement any arrangements. No employee is entitled to such an arrangement. During the course of this trial, the parties are attempting to balance the burdens placed on managers and supervisors to effectively manage and supervise a remote or hybrid remote workforce while maintaining productivity and cohesion, with employee preferences regarding working from home.
3. The arrangement may be revoked in its entirety or modified at any time for any lawful reason by the supervisor with preferably 3 weeks’ notice but no less than 2 weeks’ notice to the employee. The most common reasons for revocation are expected to be general business needs or productivity issues. Revocation or modification is not discipline and shall not be subject to the grievance and arbitration procedure; however, upon request, the Employer will provide the Union with a written explanation for any revocation or modification of an existing arrangement and meet to discuss the change within 7 days. Moreover, if the Union believes any arrangements within a department are not tied to management needs but are instead in some way unfair between similarly situated employees, the Employer will meet with the Union within 14 days to discuss the issue and seek a resolution.
4. It is understood and the arrangement shall clarify that, on any day that the employee is scheduled to be working from home, they may be rescheduled to work in the office based on business needs. Business needs may arise suddenly, and the employee will need to be prepared to adjust to such sudden needs. These sudden, non-ongoing changes to the schedule do not require 2 weeks’ notice, but the employee will be given as much advance notice as practicable.
5. It is understood and the arrangement shall clarify that the employee must be as available for work when working from home as when working in the office. The employee must follow

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

6. This trial may be ended and this MOA terminated by either the Employer or the Union with one hundred and twenty (120) days' notice.

Maly-Souder Memorandum of Agreement
Wage Rates

When conditions require a Senior Officer, District or Sector Vice President, to hire a new Staff at a wage rate higher than the beginning start rate, if there is any District Organizing Coordinator or Staff Representative who is at a wage rate lower than a new hire in the same title within the same District or Division, the wage rate of such District Organizing Coordinator or Staff Representative, as the case may be, will be immediately adjusted up to the same wage rate schedule and the time scheduled for their progression to the next wage schedule increase will not be affected.

Anyone hired within thirty (30) days of the Staff hired at a start rate higher than the beginning start rate shall be hired at that start rate. CWA will discuss the reasons for the need to hire above the beginning start rate with the Staff Union President, prior to hiring.

This agreement shall remain in effect for the duration of the collective bargaining agreement.