

GORDON & SCHWENKMEYER, INC.



AND  
COMMUNICATIONS WORKERS OF  
AMERICA



CONTRACT

December 1, 2015 – December 1, 2018

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## **PREAMBLE**

This agreement is made and entered into the 1st day of December, 2015, by and between GORDON & SCHWENKMEYER INC. (GSI), hereinafter referred to as the EMPLOYER, and the COMMUNICATIONS WORKERS OF AMERICA (CWA), hereinafter referred to as the UNION.

## **ARTICLE I**

### **RECOGNITION**

The employer recognizes the Union as the exclusive bargaining representative for the purposes of collective bargaining wages, hours, terms and conditions of employment as set forth in this Agreement for all full-time and part-time Telemarketers employed by GSI, at its Sacramento and San Diego Facility, excluding supervisors, confidential and managerial employees as defined in the National Labor Relations Act, as amended.

## **ARTICLE II**

### **RESPONSIBLE UNION-EMPLOYER RELATIONSHIP**

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

## **ARTICLE III**

### **UNION SECURITY**

SECTION 1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the execution shall on the 30th calendar day following the beginning of such employment, become and remain a member good standing in the Union. For the purposes of this Article, membership in good standing shall be satisfied by the payment of monthly membership dues as established by the Union.

SECTION 2. Upon written notice from the Union that an employee is not in good standing, the Employer agrees to terminate employment of said employee forthwith unless such action conflicts with state or federal laws.

## **ARTICLE IV**

### **STATE AND FEDERAL LAWS**

SECTION 1. Should any provision or provisions of this Agreement, or any applications thereof, be rendered invalid or unlawful by virtue of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

SECTION 2. If any provision or provisions are declared to be in conflict with the law, the parties agree to meet and confer to discuss possible alternatives.

## **ARTICLE V**

### **NON-DISCRIMINATION**

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

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

## **ARTICLE VI**

### **UNION ACTIVITIES**

SECTION 1. GSI agrees to recognize employees who have been duly authorized as Union Stewards and who along with any other official union representatives will be authorized to conduct Union activities to the extent that they do not disrupt or interfere with the normal functioning of the business. GSI will not interfere with a Steward's conduct of Union activities before or after his/her regularly scheduled shift. The Union acknowledges that all such Union activities shall be conducted during the non-working time of both the steward and any employee with whom he/she communicates, provided, however, that GSI shall not dock the pay of stewards or employees engaged in meetings with management held during

working time.

SECTION 2. The Union will be able to post information on the designated Union bulletin board, distribute printed materials, and utilize the break room or small conference room for meetings, with prior approval, provided these do not interfere with or disrupt the normal functioning of the business.

## **ARTICLE VII**

### **UNION BULLETIN BOARD**

The Employer agrees to provide a bulletin board at the Employer's premises for the exclusive use of the Union. The location of the bulletin board will be determined jointly by the Employer and the Union with due regards to visibility and accessibility to employees for whom the Union is the recognized representative.

## **ARTICLE VIII**

### **WORKING HOURS AND OVERTIME**

SECTION 1. Any work performed in excess of eight (8) hours in a regular workday or in excess of forty (40) hours in a regular workweek shall be considered as overtime and shall be paid at the one and one-half (1.5) time rate.

- Employees on the payroll at the signing of the contract shall work on Holidays and Sundays in accordance with their schedules established at the time of such signing.
- Employees hired after the signing of the contract may be required to work Holidays and Sundays.

SECTION 2. All employees shall receive two (2) rest periods of fifteen (15) minutes each when scheduled to work more than four consecutive hours in a day.

## **ARTICLE IX**

### **HOURS AND BENEFITS**

#### **SECTION 1. HOURS**

For the purpose of benefits, a regular full time employee is one who is scheduled **thirty (30)** or more hours in a workweek. A regular part time employee is one who is scheduled less than **thirty (30)** hours in a workweek. Due to GSI's need to maintain minimal anticipated staffing, all employees will be required to work no less than twenty (20) scheduled hours in each workweek. Employees working less than twenty (20) scheduled hours in a workweek at the signing of the Contract will be exempt from this requirement.

## SECTION 2. WORKWEEK

The regular workweek will be Sunday 12:00 a.m. through Saturday 11:59 p.m.

## SECTION 3. BENEFITS

Regular full time employees shall receive the following benefits:

### **Medical**

- Medical Insurance Plan self-only coverage, 50% paid by GSI after completion of six hundred seventy-five (675) hours of employment.
- Medical Insurance Plan self-only coverage, 75% paid by GSI after completion of five thousand two hundred fifty (5250) hours of employment.
- Medical Insurance Plan self-only coverage, 100% paid by GSI after completion of ten thousand five hundred (10,500) hours of employment.

Employees already receiving 100% medical coverage by GSI at the time the contract goes into effect will continue at that same level although they may not meet the required ten thousand five hundred (10,500) hours of employment.

### **Dental**

- Dental Plan self-only coverage, 50% paid by GSI after completion of six hundred seventy-five (675) hours of employment.
- Dental Plan self-only coverage, 100% paid by GSI after completion of five thousand (5,000) hours of employment.

Employees who fail to maintain a **thirty (30)** hour workweek for four (4) weeks in any twelve (12) week period will be removed from benefit coverage. Holidays and sick time will not be included as part of the four-week period.

Monthly premium costs for employee coverage will be deducted automatically from your payroll check on a monthly basis.

## SECTION 4. HOURS OF EMPLOYMENT

For the purpose of determining eligibility for benefits pursuant to Section three (3) above, time worked prior to the effective date of this Agreement shall be recognized.

## **ARTICLE X**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

SECTION 1. In the event any dispute should arise as to the true interpretation of this Agreement, or in regard to the enforcement of its provisions by the parties signatory thereto or in connection with any of the terms and conditions of employment of any covered employee, the Job Steward or any other duly authorized official of the Union, shall meet with the Employer or his/her duly authorized representative in an effort to adjust the matter.

SECTION 2. STEP I – In case of discharge or suspension, the grievance must be filed in writing with the immediate supervisor or manager taking the action, within fifteen (15) working days of discharge or suspension. All other grievances must be filed within (15) working days after the grievance occurs or after the employee becomes aware of the occurrence. Failure to abide by the time limitations contained in this Section shall constitute a waiver of the grievance irrespective of the presence or absence of perceived prejudice to GSI.

SECTION 3. STEP II – If a satisfactory adjustment of the grievance cannot be reached within fifteen (15) working days after the grievance is submitted, then the entire matter may be submitted in writing to the next level of management.

SECTION 4. STEP III - If a satisfactory adjustment of the grievance cannot be reached within fifteen (15) working days after the grievance is submitted, then the entire matter may be submitted in writing at the request of the Union or the Employer, to the Federal Mediation and Conciliation Service or the State Mediation and Conciliation Service, for an attempt to reach an agreement.

SECTION 5. If the Federal Mediation and Conciliation Service and/or the State Mediation and Conciliation Service fail to effect an agreement between the parties involved, then the entire matter may be submitted to arbitration upon written request of the Union or the Employer.

SECTION 6. The parties agree to meet or correspond within ten (10) working days, following the receipt of the panel of arbitrators, to select the arbitrator.

SECTION 7. The arbitrator shall be selected from an odd numbered list, on a panel to be submitted by the Federal Mediation and Conciliation Service. The parties hereby agree that they will proceed to arbitration under the Expedited Labor Arbitration Rules of the American Arbitration Association. In the event one (1) of the parties chose not to participate under this article, the arbitrator shall proceed ex-parte. The arbitrator's decision shall be final and binding on all parties. The cost of the arbitration shall be borne equally by both parties.

SECTION 8. The time limits provided may be extended or waived only by mutual agreement of both parties. The Employer's failure to comply with the above stated time limitations shall deem the grievance be settled in the Union's favor.

SECTION 9. When an employee chooses to present a grievance in his or her own behalf, rather than through the Union, the Employer will advise the local Union representative in writing of the fact that such a grievance is being presented, and will give such Union representatives the opportunity to be present during the presentation and adjustment of such grievances. Any settlement must not be in conflict with this Agreement.

## **ARTICLE XI**

### **DISCIPLINE & DISCHARGE**

#### **SECTION 1. FOR CAUSE**

GSI agrees that there shall be neither discipline nor discharge of an employee except for just cause.

#### **SECTION 2. PROGRESSIVITY**

The parties acknowledge and agree that in some cases, discipline or discharge must be immediate. In all such cases, GSI will accommodate an employee's request for a Union representative at the time such discipline or discharge is announced. In other cases, GSI will follow a system of progressive discipline and discharge with full notice and copies to the Union of each warning and the cause of such warning or other action.

#### **SECTION 3. REASONABLE NOTIFICATION OF THE EMPLOYEE**

It is the responsibility of GSI as soon as feasible following the perception of a problem in an employee's job performance or conduct to notify the employee. At any meeting between a representative of GSI and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a Union representative shall be present if the employee so requests.

#### **SECTION 4. NOTIFICATION OF THE UNION**

GSI agrees to notify the Union when any member of the bargaining unit is discharged or placed on a probation where failure to improve will lead to discharge or other serious disciplinary action.

#### **SECTION 5. PROBATIONARY PERIOD**

The Union and GSI agree that any employee not actively employed on the effective date of this Agreement shall be employed pursuant to a probationary period, which shall consist of the first six hundred seventy five (675) hours of employment. At any time during this probationary period, GSI may discipline or discharge a probationary employee with or without just cause pursuant to Section 1 above and the parties agree that the discipline or



discharge of an employee during his/her probationary period shall not be subject to the Grievance and Arbitration Procedure set forth in this Agreement. A probationary period may be extended by mutual agreement of the parties.

## **ARTICLE XII**

### **HOLIDAYS**

Employees shall be eligible to accrue paid holidays over the life of the contract based upon the following schedule:

<b>Hours of Employment</b>	<b>Holidays</b>
<b>Completion of 2,550 hours</b>	<b>1 day over the life of the contract</b>
<b>Completion of 10,000 hours</b>	<b>1 per year (floating)</b>
<b>Completion of 20,000 hours</b>	<b>1 day over the life of the contract</b>

## **ARTICLE XIII**

### **VACATIONS**

**SECTION 1.** Employees shall be eligible to accrue paid vacation benefits based upon the following schedule:

<b><u>Hours of Employment</u></b>	<b><u>Accrual Rate</u></b>
<b>Upon completion of 1,750 hours</b>	<b>.022 hours/hour</b>
<b>Upon completion of 8, 750 hours</b>	<b>.044 hours/hour</b>
<b>Upon completion of 17,500 hours</b>	<b>.066 hours/hour</b>

**Accrual rate will be effective and begin March 1, 2016.**

**SECTION 2.** At the end of each calendar year, employees who have accumulated but not taken paid vacation pursuant to Section 1 may be required to take it subject to reasonable advance notice to the employee and the scheduling needs of GSI.

**SECTION 3.** Any employee leaving the Employer for any reason shall receive payment for unused vacation time as earned.

**SECTION 4.** Employees working at the time of signing of this Contract shall be credited with accrued vacation based upon the previous years' service in accordance with the eligibility requirements.

SECTION 5. For the purpose of establishing paid vacation eligibility, hours worked prior to the effective date of this Agreement shall be recognized.

## **ARTICLE XIV**

### **LEAVES OF ABSENCE**

#### **SECTION 1. SICK LEAVE**

- A. Employees shall accrue at the rate of .033 hours of sick leave per hour worked. Employees are eligible to use sick time following 90 days of employment. Use of sick time is limited to 5 days per year.**
- B. Sick leave benefits shall be utilized in increments of no fewer than two (2) hours. 6 days of accrued time may be carried over from year to year.**
- C. Employees may use sick leave days for illness/injury care of children and/or spouse and upon reasonable notification for dental and doctor appointments.
- D. Quarterly, the Employer shall give the employee a computation of sick leave. Said computation shall include the amount of previously accumulated sick leave, the amount of sick leave used during the quarter and the amount of sick leave remaining.
- E. A doctor's excuse will be required for any absence for medical reasons of five (5) consecutive working days.**

SECTION 2. In the event of a death of any member of his/her immediate family, as hereinafter defined, any employee shall be granted a leave of absence, with pay, up to three (3) days. Such pay shall be determined by prorating according to each employee's service during the previous year of the contract.

SECTION 3. For the purpose of this Agreement, the immediate family shall consist of spouse, children, parents, stepparents, grandparents, grandchildren, parents-in-law, brothers or sisters, or domestic partner.

SECTION 4. Any employee who is elected or appointed to serve the Union in any labor activity necessitating an absence, shall be granted such absence without pay upon request by an authorized Union Representative. It is expected that reasonable notice of intent of this absence will be extended to GSI.

SECTION 5. Employees may request an extended Personal Leave of Absence without pay or benefit accrual. Such leave must be submitted and approved by the Employer.

SECTION 6. In the event an employee has filed an application for Worker's Compensation and is denied benefits, then sick leave time shall be used if available.

#### SECTION 7. CATASTROPHIC LEAVE

Vacation credits may be transferred from one or more employees to another employee, on an hour to hour basis, upon the request of both the receiving employee and the transferring employee, under the following conditions:

- A. The receiving employee is required to be absent from work due to injury or prolonged illness of the employee, employee's spouse or child, has exhausted all earned leave credits, including but not limited to sick leave and compensatory time and is therefore facing financial hardship;
- B. The transfers must be for a minimum for four (4) hours per transaction and in whole hour increments thereafter;
- C. Transfers shall be allowed to cross job titles;
- D. The transfers are irrevocable, and will be indistinguishable from other vacation credits belonging to the receiving employee. Transfers will be subject to all taxes required by law.

#### SECTION 8. FAMILY AND MEDICAL LEAVE, MILITARY, MATERNITY/PATERNITY LEAVE

GSI will comply with all state and federal laws regarding FMLA, Military leave, and Maternity/Paternity leave requirements.

### ARTICLE XV

#### **SENIORITY**

SECTION 1. Seniority is defined as length of continuous service with the Employer from date of hire or rehire following break in continuous service.

SECTION 2. Seniority shall determine the selection of hours of work, vacations, and training.

SECTION 3. An employee shall lose all seniority rights in case of voluntary resignation, discharge for just cause or layoff for a continuous period of more than one (1) year.

### ARTICLE XVI

#### **TEMPORARY WORK SHORTAGE**

In such an event, GSI will ask the affected employees for volunteers willing to forego work during the work shortage. If the number of volunteers is not sufficient, further adjustments will be made by inverse seniority, except if any employee has failed to meet

requirements for a-thirty (30) day period in which case seniority will not apply.

If employee is not notified at or before the end of the previous shift of a temporary work shortage, the employee will be paid for a minimum of four (4) hours.

## **ARTICLE XVII**

### **TRAINING**

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

## **ARTICLE XVIII**

### **PAYROLL CHECK DISTRIBUTION**

Payroll checks will be available on designated paydays and may be picked up either before or after an employee's scheduled work shift.

If you are not scheduled to work, your check may be picked up prior to 3:00 p.m. on the scheduled payday.

In the event a payday occurs on a scheduled holiday, paychecks will be available on the preceding day.

GSI will offer direct deposit to all employees.

## **ARTICLE XIX**

### **MONITORING**

Supervisory monitoring will be conducted as follows:

- Coverage of an employee should take place as soon as possible, but must take place within twenty-four (24) hours of the call being monitored
- No employee will be dismissed solely as a result of monitoring unless secrecy of communications, fraud or gross customer abuse is involved.

## **ARTICLE XX**

### **DUES CHECKOFF**

Upon receipt of signed authorization from an employee, GSI agrees to deduct union dues from the paychecks of employees for any pay period in which an employee subsequently works, unless and until the authorization is revoked by the employee or the Union. GSI will transmit, monthly, an accounting of such amounts to the Secretary-Treasurer of the Union along with a list of the names, social security number, wages, address and phone number of all current employees, including new hires. The Union agrees to and does indemnify, defend and hold GSI harmless from and against any and all claims, demands, liabilities, suits or any other form of action arising from or relating to any action taken by GSI in compliance with any part of this provision.

## **ARTICLE XXI**

### **MANAGEMENT RIGHTS**

The Employer reserves and retains the sole and exclusive right to manage its business and to direct the working force except as expressly limited by the provisions of the Agreement. The exercise or non-exercise of rights retained by the Employer shall not be deemed to waive any such right or the discretion to exercise any such right.

## **ARTICLE XXII**

### **NO STRIKE-NO LOCKOUT**

During the terms of this Agreement, neither the Union nor the Employees will engage in any strikes (including but not limited to sympathy, unfair labor practices or wildcat strikes), picketing, walkouts, boycotts, slowdowns, work stoppages or any other acts that interfere with the Employer's operations. The Employer agrees that it will not hold the Union liable for damages for employee violations of the Article so long as the Union has made every effort to immediately end any such activity. The Employer further agrees not to lockout employees during the term of this Agreement.

## ARTICLE XXIII

### **DURATION**

**This Agreement shall be in full force and effect on and after the 1st day of December, 2015, and shall continue in effect 11:59 p.m. the 1st day of December, 2018.** Negotiations on a new Agreement shall begin not earlier than sixty (60) days prior to such termination. It is the intention of the parties with respect to the collective bargaining of future agreements replacing this or any other subsequent wage, hours, and working conditions agreement to conduct their negotiations thereon in such a manner as to reach a new agreement on or before the termination of this present Agreement.

#### FOR THE EMPLOYER

Agreed:


  
Karl Schwenkmeyer  
President  
GSI, Inc.

Date:

2/22/2016

#### FOR THE COMMUNICATIONS WORKERS OF AMERICA


Agreed:

  
Janine M. Munson  
Staff Rep  
CWA District 9

Date:

2/22/16

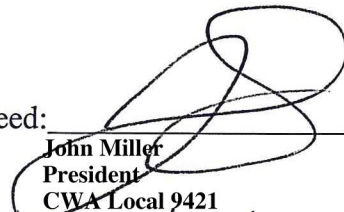
Agreed:

  
Christopher Roberts  
President  
CWA Local 9509

Date:

2/22/16

Agreed:

  
John Miller  
President  
CWA Local 9421

Date:

2/22/16

**APPENDIX A**

**COMMUNICATIONS WORKERS OF AMERICA DUES DEDUCTION  
AUTHORIZATION**

The undersigned hereby authorizes GSI to deduct from my wages an amount equal to the regular monthly dues as certified to the Employer by the Secretary-Treasurer of the Union and remit the same to the Secretary-Treasurer of the Union or duly authorized agent.

This authorization shall be effective the first day of the month following the date it is received by GSI.

Name\_\_\_\_\_

Location:\_\_\_\_\_

Address:\_\_\_\_\_

City/State:\_\_\_\_\_ZIP\_\_\_\_\_

Hire Date\_\_\_\_\_Effective Date\_\_\_\_\_

Signature\_\_\_\_\_

## APPENDIX B

### WAGES

#### BASE PAY

Wage Step	Hours of Employment	2016	2017	2018
T	0-100	\$10.00	\$10.00	\$10.00
1	101-1,750	\$12.00	\$12.13	\$12.25
2	1,751-3,080	\$12.25	\$12.38	\$12.50
3	3,081-3,850	\$12.50	\$12.63	\$12.75
4	3,851-4,620	\$12.75	\$12.88	\$13.00
5	4,621-5,390	\$13.00	\$13.13	\$13.25
6	5,391-6,160	\$13.25	\$13.38	\$13.50
7	6,161-6,930	\$13.50	\$13.63	\$13.75
8	6,931-7,700	\$13.75	\$14.00	\$14.25
9	7,701-8,470	\$14.00	\$14.25	\$14.50
10	8,471-10,000	\$14.25	\$14.50	\$14.75
11	10,001-13,000	\$15.60	\$15.80	\$16.00
12	13,000+	\$15.75	\$16.25	\$16.50

Wage increases shown above will be effective March 1, 2016.

No employee shall suffer a reduction in his/her base pay by virtue of this Agreement.

Rate increases shall be implemented immediately during the first pay period following an employee's new hourly wage step.

GSI

Agreed:



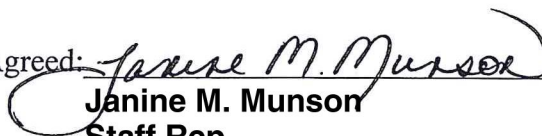
Karl Schwenkmeyer  
President  
GSI, Inc.

Date:

2/22/2016

CWA

Agreed:



Janine M. Munson  
Staff Rep  
CWA District 9

Date:

2/22/16



## APPENDIX C

### **GORDON AND SCHWENKMEYER AND COMMUNICATIONS WORKERS OF AMERICA**

#### **MEMORANDUM OF AGREEMENT**

#### **WORK FORCE COMMITTEES**

This Memorandum of Agreement signifies agreement between the Company and the Union in the development of the Work Force Committees. The purpose of the Committees is to work on the local work place issues and concerns. The Work Force Committees will be on a trial basis and is extended through December 2015 when its value will be reassessed.

Committees will be established with one in Sacramento and one in San Diego. Each committee will be comprised of one member appointed by the Company and one appointed by the Union. The Committees will meet once quarterly or as needed.

GSI

Agreed: 

**Karl Schwenkmeyer  
President  
GSI, Inc.**

Date: 2/22/2016

CWA

Agreed: 

**Janine M. Munson  
Staff Rep  
CWA District 9**

Date: 2/22/16

**APPENDIX D**

**GORDON AND SCHWENKMEYER AND  
COMMUNICATIONS WORKERS OF AMERICA**

**MEMORANDUM OF AGREEMENT EMPLOYEE STATUS REPORT**

This Memorandum of Agreement signifies agreement between the Company and the Union regarding transmission of a monthly employee status report. **The Company will send a report of employees to the respective locals in this agreement on a monthly basis.**

**GSI**

Agreed: \_\_\_\_\_

  
**Karl Schwenkmeyer  
President  
GSI, Inc.**

Date: \_\_\_\_\_

2/22/2016

**CWA**

Agreed: \_\_\_\_\_

  
**Janine M. Munson  
Staff Rep  
CWA District 9**

Date: \_\_\_\_\_

2/22/16