

# **CONTRACT AGREEMENT**

BETWEEN

**CWA LOCAL 9509**

AND

**RAISED INK PRINTERS**

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**CONTRACT DURATION**  
**01.27.2021 – 01.26.2022**

# Communication Workers of America, Local 9509

**CWA 9509**

Raised Ink Printers



## Contract

Effective: January 27, 2021

Expiration: January 26, 2022

## Table of Contents

ARTICLE 1 - AGREEMENT	4
ARTICLE 2 - RECOGNITION	5
ARTICLE 3 - UNIT-JURISDICTION	5
ARTICLE 4 - GRIEVANCE/ARBITRATION PROCEDURE	5
ARTICLE 5 - UNION SECURITY	6
ARTICLE 6 - UNION ACTIVITIES	6
ARTICLE 7 - DUES CHECK-OFF	7
ARTICLE 8 - PICKET LINE	7
ARTICLE 9 - STRUCK WORK	7
ARTICLE 10 - BULLETIN BOARD	7
ARTICLE 11 - SAFETY AND SANITARY REGULATION	7
ARTICLE 12 - UNION LABEL	7
ARTICLE 13 - DISCRIMINATION	8
ARTICLE 14 - FULL SHIFT	8
ARTICLE 15 - HOURS AND WAGES	8
ARTICLE 16 - NIGHT RATE	9
ARTICLE 17 - LUNCH PERIODS	9
ARTICLE 18 - OVERTIME	9
ARTICLE 19 - PART-TIME EMPLOYEES	9
ARTICLE 20 - DISCHARGES	10
ARTICLE 21 - SENIORITY	10
ARTICLE 22 - TRAINING	11
ARTICLE 23 - VACATIONS	11
ARTICLE 24 - JURY or WITNESS DUTY	11
ARTICLE 25 - HOLIDAYS	12
ARTICLE 26 - SICK LEAVE	12
ARTICLE 27 - PREGNANCY and MATERNITY LEAVE	12
ARTICLE 28 - BEREAVEMENT LEAVE	12
ARTICLE 29 - MEDICAL INSURANCE	12
ARTICLE 30 - 401(k) PLAN	13
ARTICLE 31 - COPE CHECKOFF LANGUAGE	13
ARTICLE 32 - MISCELLANEOUS	13
ARTICLE 33 - PARTIES TO THE AGREEMENT	14

## ARTICLE 1 - AGREEMENT

1.01 This agreement, made and entered into on this **27<sup>th</sup> day of January, 2021** by and between Raised Ink Printers (hereinafter sometimes referred to as the “Employer”), through its authorized representatives and the Communications Workers of America Local 9509 (hereinafter sometimes referred to as the “Union”), by its officers or a committee duly authorized to act in its behalf, shall be effective beginning **27<sup>th</sup> day of January, 2021** and ending on **26<sup>th</sup> day of January, 2022**.

1.02 If an agreement has not been reached after ninety (90) days of the expiration of this collective bargaining agreement, either the Employer or the Union may submit the issues to binding arbitration in accordance with the following procedure:

- A. The request for arbitration shall be submitted to the American Arbitration Association (AAA). The Arbitrator shall be selected in accordance with the rules of AAA.
- B. At the arbitration, the Employer and the Union shall each present to the arbitrator the last written offer that each party submitted encompassing wages, hours, and/or fringe benefits. The last offer of each party must be submitted to each respective party within ten (10) days after the request for arbitration is submitted. In the event that an offer is not submitted with the ten (10) days, then the last offer on record will be used by the arbitrator. The arbitrator’s award shall consist of either the Employer’s last written offer or the Union’s last written offer, whichever he/she selects.
- C. The arbitrator shall have no authority to in any way amend, modify or deviate from the Employer’s or the Union’s last offer, whichever he/she selects.
- D. At the arbitration hearing, each party shall be free to present such documents or testimony as may be relevant to the issues, but neither party shall have the right to subpoena or demand the production of the books and records of the other party. The arbitrator’s award shall be final and binding upon the Employer, the Union and the bargaining unit employees.
- E. It is agreed that the arbitrator must submit his/her decision to the parties within ten (10) days following the hearing. The arbitration shall be no later than sixty (60) days from the date of the original notice of arbitration.

1.03 It is the intent and purpose of the parties hereto that this Agreement shall promote and improve industrial and economic relationships between the Employer and the Union and the employees of the Employer and to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto.

1.04 The Employer shall have the right to increase wages during the term of this agreement in an amount that they deem appropriate. Such amount shall apply to all bargaining unit employees equally, and the Union will be notified within fourteen (14) days of the amount, if any, that was given.

## **ARTICLE 2 - RECOGNITION**

2.01 The Employer hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for all full-time and regular part-time employees covered by this Agreement.

2.02 It is understood and agreed that the General Laws of the CWA in effect at the time of signing this Agreement, not in conflict with the law of this Agreement, shall govern relations between the parties on conditions not specifically enumerated herein.

2.03 Nothing contained herein shall be construed to interfere in any way with the creation of operational rules not in conflict with law or this contract, or by the Union for the conduct of its own affairs.

## **ARTICLE 3 - UNIT-JURISDICTION**

3.01 Jurisdiction of the Union shall consist of all production and maintenance work whether performed by currently or normally used processes and equipment or by new or modified processes or equipment including all work functions normally or presently performed by employees covered by this Agreement; any work requiring similar skills or the performing of similar functions as that normally or presently being performed, and any other work which may from time to time be assigned, and all such work shall be performed only by employees covered by this agreement and the appropriate unit for collective bargaining shall consist of any and all employees performing any and all of the above such work.

3.02 The operation, authority and control of each Production Department shall be vested exclusively in the Office through its representative, the foremen, who shall be a journeyman member of the Union. In the absence of the foreman, the foreman-in-charge shall so function.

## **ARTICLE 4 - GRIEVANCE/ARBITRATION PROCEDURE**

4.01 The Grievance/Arbitration procedure contained herein shall be the remedy for resolving disputes arising from the interpretation thereof, which cannot be settled otherwise, and all disputes regarding discharge and discipline.

4.02 The Union will notify the employer in writing the nature of the grievance within 30 calendar days from the date of the triggering incident or the Union's date of discovery. A certified letter or email shall follow the initial notice.

4.03 The Employer, through his authorized representative, will meet with the Union within 14 calendar days from the receipt of the Union's notice of grievance. Every effort will be made by this Standing Committee at this meeting to resolve the issues which gave rise to the grievance. Local union

laws not affecting wages, hours, or working conditions and the General Laws of the CWA shall not be subject to arbitration.

4.04 In the event the grievance remains unresolved following the meeting outlined in Section 4.03, the Union may refer the grievance to a disinterested third party competent to act as an arbitrator. Said arbitrator will be selected in a manner agreed upon by the Employer and the Union. In the event the parties cannot mutually agree to an arbitrator, either party may refer the matter to arbitration by contracting the American Arbitration Association. The selection of an arbitrator shall be in accordance with the Voluntary Rules and Regulations then pertaining to the American Arbitration Association. The arbitrator thus selected shall proceed with all dispatch possible to settle the dispute.

4.05 All expenses of the arbitration shall be shared equally by the Employer and the union.

4.06 Time period set forth above may be extended by mutual agreement of both parties.

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

4.08 An employee has the right to seek prompt resolution of work related problems or an alleged grievance under this agreement without fear of retribution from any Employer source. The employee may take the matter up directly with his/her immediate supervisor, with the assistance of the unit representative. If the matter is not resolved or settled, the dispute may be referred to an officer of the Union for further conferences with the Employer or his representative to resolve the dispute. This procedure will be followed prior to a formal grievance being filed.

## **ARTICLE 5 - UNION SECURITY**

5.01 The Employer agrees to inform all new personnel in the bargaining unit that their job is represented by the CWA Local 9509, and to introduce all new employees to the shop steward as soon as possible, and to furnish them with a copy of the Contract as soon as they go to work.

5.02 The Employer shall provide the Union with the names and classifications of all new employees within ten (10) days after they are covered by this Agreement.

## **ARTICLE 6 - UNION ACTIVITIES**

6.01 There shall be no discrimination against any employee because of membership or activity in the Union. Employees must request time off to participate in union activities and management will grant such requests as the schedule permits. There shall be no interference with the internal affairs of the Union.

6.02 Any employee engaged to serve the Communications Workers of America, a local union or perform work in the interest of the organized labor movement, shall be granted an unpaid leave-of-absence and shall not suffer loss of job or seniority standing while so engaged.

## **ARTICLE 7 - DUES CHECK-OFF**

7.01 The Employer shall advance to the Union each month on behalf of each employee who has signed an appropriate dues authorization form, the equivalent of membership dues and any initiation fees. The Union shall furnish to the Employer the amounts due and payable on behalf of such employees in the unit covered by this agreement. Said authorization shall not be irrevocable for a period in excess of one year, unless it is revoked by written notice not sooner than twenty (20) days and not later than ten (10) days prior the Expiration of this Agreement to both the Employer and the Union by registered mail.

## **ARTICLE 8 - PICKET LINE**

8.01 It shall not be a violation of this Agreement, and it shall not be cause for discharge or discipline, if any employee or employees covered by this Agreement refuse to cross the lawful primary picket line of any labor organization.

## **ARTICLE 9 - STRUCK WORK**

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

## **ARTICLE 10 - BULLETIN BOARD**

10.01 The Employer agrees to provide space for a bulletin board suitably placed for the use of the Union.

## **ARTICLE 11 - SAFETY AND SANITARY REGULATION**

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

## **ARTICLE 12 - UNION LABEL**

12.01 Consistent with the Allied Rules and Regulations, and to ensure that all Union Label work is performed in its entirety by Union Members, all bargaining unit employees will be Union Members. In the event that an employee chooses not to be a Union member, the use of any Union Label will be

suspended immediately. The Union will serve such suspension in writing to the Employer and any further use may subject the Employer to any and all legal action for the illegal use of such label. This is not a label license.

## **ARTICLE 13 - DISCRIMINATION**

13.01 Employees shall be employed without discrimination as to age, sex, race, creed, color, sexual orientation, or national origin. The Employer's hiring standards shall not exceed those required to perform the job being filled.

## **ARTICLE 14 - FULL SHIFT**

14.01 No full-time employee shall be paid for less than a full shift except when discharged for cause or excused at the employee's own request.

14.02 Part-time employees shall be paid for all time worked but in no event shall they be paid for less than four (4) hours per shift.

## **ARTICLE 15 - HOURS AND WAGES**

15.01 Eight (8) hours shall constitute a day's or night's work; five days or nights shall constitute a week's work.

15.02 Day shifts shall begin and end between 7 a.m. and 6 p.m. Any shift not beginning and ending between 7 a.m. and 6 p.m. shall constitute a night shift.

15.03 The following wage schedule will be in effect on the date this agreement is signed:

<b><u>POSITION</u></b>	<b><u>Entry Level</u></b> <b><u>0-3 years</u></b>	<b><u>Intermediate Level</u></b> <b><u>3-10 years</u></b>	<b><u>Senior Level</u></b> <b><u>10+ Years</u></b>
<b>Administrative</b>	<b>\$14 - \$18</b>	<b>\$18 - \$23</b>	<b>\$20 - \$25</b>
<b>Pressman</b>	<b>\$14 - \$20</b>	<b>\$18 - \$23</b>	<b>\$20 - \$25</b>
<b>Graphic Artist</b>	<b>\$15 - \$20</b>	<b>\$18 - \$23</b>	<b>\$20 - \$25</b>

These are minimums and may be paid over and above. Department Managers may be salaried. They will receive over the scale to be determined by the Employer.

15.04 A new employee hired that is a journeyman or has had previous trade training may be started at (or within) the pay range, but advanced to the top scale.

The new employee will be classified as a journeyman or a journeyman trainee or an apprentice/trainee and advised within 90 days of their wage classification and status for wage increases.



Employees hired at the minimum rate or below top scale will be reviewed and advanced with the proper trade training.

Pay increases that are due periodically to the employee in the classification pay range may be taken into consideration for the increase in pay.

## **ARTICLE 16 - NIGHT RATE**

16.01 Employees working on a second shift (or night shift) shall receive not less than fifty (\$.50) cents per hour over the day scale.

16.02 A regular night shift shall begin and/or end outside the day time hours (7 a.m. to 6 p.m.). Overtime worked on a day shift either before or after the regular shift that runs into the night does not change the overtime rate for the shift.

16.03 A day shift starting before 7:00 AM or ending after 6:00 PM for the convenience of an employee shall be paid at the day rate.

## **ARTICLE 17 - LUNCH PERIODS**

17.01 A lunch period of thirty (30) minutes shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work. The lunch period shall be as near the middle of the employee's shift as the work load allows and may not be added to the beginning or the end of the shift.

17.02 All employees will receive no less than two (2) paid fifteen (15) minute break periods. One break period between the employees start time and lunch period; and one break between the employees lunch period and the end of the shift.

## **ARTICLE 18 - OVERTIME**

18.01 All time worked before or in excess of the regular hours established for the day's or night's schedule or over forty (40) hours must be paid for at the overtime rate, which shall be not less than one and one-half (1-1/2) times.

18.02 No Employee covered by this Agreement shall be required to hold a situation of more than five (5) shifts in one pay period.

18.03 The Employer shall cause a record of all overtime to be kept. In the event of a dispute concerning overtime payments, the Employer shall provide the Union with a copy of the overtime record of the person or persons involved.

## **ARTICLE 19 - PART-TIME EMPLOYEES**

19.01 A part-time employee is one who works less than thirty (30) hours per week.

19.02 A part-time employee shall not be employed to perform work normally or appropriately performed by a full-time employee where, in effect, such employment would eliminate or displace a full-time employee.

19.03 A part-time employee shall be paid on an hourly basis equivalent to the rate of pay provided elsewhere in this agreement for the employee's classification and experience rating.

## **ARTICLE 20 - DISCHARGES**

20.01 An employee may be discharged (1) for incompetency; (2) for neglect of duty; (3) for violation of employee rules, which are contained in the employee handbook, and which shall in no way abridge the civil rights of employees of their rights under accepted CWA Laws. A discharged employee shall have the right to challenge the fairness of any reason given for discharge. Demand for written reason for discharge shall be made within seventy-two (72) hours after employee is informed of discharge.

20.02 The employer shall, upon request, provide the Union with the names and classifications of all terminated employees who have completed the probation period within ten (10) days after receiving such request.

20.03 Any employee who has been discharged and believes the discharge unjustified shall have the right to appeal to the Grievance Committee. Either party may appeal from the Grievance Committee's decision to the Local Union. Procedure as outlines in Sections 4.01-4.08.

20.04 The owner(s) have full authority to discipline and discharge under this section.

## **ARTICLE 21 - SENIORITY**

21.01 Seniority of bargaining unit employees as used in this agreement means continuous unless interrupted by (1) dismissal for just and sufficient cause, or; (2) dismissal to reduce the force which lasts more than five years, or; (3) refusal to accept an offer of recall from layoff into the classification in which the employee worked when dismissed or; (4) resignation, or; (5) retirement.

21.02 Priority journeymen shall have the choice of new shifts, new starting times and new off-days but such provision shall not prevent the priority substitute from acquiring a situation to which his priority entitles him.

21.03 When an employee is ill or incapacitated, the employee shall not suffer loss of seniority standing for the duration of such illness or incapacitation.

21.04 When a reduction in force is required, such reduction shall be according to seniority, provided exceptions may be made only where remaining employees are not competent to perform the remaining work. Should there be an increase in the force, employees on layoff shall be returned to work, if available and competent to perform the job being filled, before other employees may be hired.

21.05 In the event, consolidation, suspension or merger reduces the work force, all employees covered under this Agreement that are laid-off shall receive one week's severance pay at the regular rate for each year's priority.

21.06 A probation period of ninety (90) days shall be enacted at date of hire. After completion of probation, seniority shall be retroactive to date of hire.

## **ARTICLE 22 - TRAINING**

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

22.02 The Employer agrees to provide reasonable opportunities that do not restrict production in order for employees to broaden their skills through training or jobs other than those normally assigned. Such training to be offered on a voluntary basis according to seniority whenever possible.

## **ARTICLE 23 - VACATIONS**

23.01 Employees shall receive vacations based on the length of service with the Employer, according to the following:

After 1 year	5 days
2 to 5 years	10 days
6 to 10 years	15 days
10 or more years	20 days

23.02 Every effort will be made to schedule vacation periods at a time preferred by the employee. Where more employees desire to be on vacation during a given period than the work load allows, the first employee request shall be given first preference.

23.03 Employees whose employment is terminated for any reason shall receive pay on a pro-rata basis any vacation credits and bonuses earned and not taken.

## **ARTICLE 24 - JURY or WITNESS DUTY**

24.01 Employees shall notify the Employer in advance. Employees who are called for service as jurors, or subpoenaed for witness duty in a case which they are neither plaintiff nor defendant, shall be excused from work without interruption of seniority.

24.02 The Employer shall pay the employee the difference between regular pay and jury pay for each day jury duty, if served.

## **ARTICLE 25 - HOLIDAYS**

25.01 The recognized holidays are:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Veterans Day

Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve  
Christmas Day  
Employee's Birthday

or the days celebrated as such. All employees shall receive straight-time pay for the above-named holidays when no work is performed. When a holiday falls on an employee's day off, during the employee's vacation or when the employee is out sick, the employee shall receive another day off with pay at a time mutually agreeable to the employee and the Employer, or the employee will receive an extra day's pay at the regular rate in lieu of the holiday. When work is performed on a holiday, employees shall receive a day's pay for the holiday in addition to time and a half for all time worked. Employees must work the day before and the day after the holiday to be paid for the holiday, unless excused by the Employer.

## **ARTICLE 26 - SICK LEAVE**

26.01 The Employer's current policy to continue.

## **ARTICLE 27 - PREGNANCY and MATERNITY LEAVE**

27.01 The Employer cannot accord pregnant employees when able to work, less rights than well employees, or when disabled by pregnancy, less rights than other disabled employees.

27.02 A pregnant woman who wants to and is able to work, must be hired on the same basis as any other employees, and after hire must be treated as any well employee. Pregnancy shall not be a valid reason for refusing to hire or for discharging, laying off, denying promotions or job assignments.

## **ARTICLE 28 - BEREAVEMENT LEAVE**

28.01 In case of death in the immediate family, such as spouse (or significant other), parents, grandparents, brothers, sisters, and children, a situation holder may be absent for three (3) days with pay. Five (5) days of pay for long distance travel.

Verification of the relationship of the deceased to the employee shall be furnished to management within two weeks after the employee returns to work.

## **ARTICLE 29 - MEDICAL INSURANCE**

29.01 The Employer agrees to explore comprehensive medical insurance plans for all employees and their dependent when economically feasible. If Employer chooses to participate in a group insurance plan, the union will be notified of the options that will be presented to employees.

## **ARTICLE 30 - 401(k) PLAN**

30.01 The Company and the Union mutually agree in establishing a 401(k)/retirement plan is in the best interest of the employee. The Employer agrees to explore 401(k) and/or retirement plans for all employees when economically feasible. If Employer chooses to participate in a plan, the union will be notified of the options that will be presented to employees.

### **ARTICLE 31 - COPE CHECKOFF LANGUAGE**

31.01 The employer agrees to deduct and transmit to CWA PAF per pay period, from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the CWA Local 9509. Those transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

### **ARTICLE 32 - MISCELLANEOUS**

32.01 The parties agree that any Letter of Agreement, Memorandum of Understanding, or other named or titled agreement outside the collective bargaining agreement (CBA) are no longer in effect as of the signing of this Agreement. However, any agreement reached after the signing of the CBA will be considered part of this Agreement and shall incorporate any such new agreement(s) reached between the parties.

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

## ARTICLE 33 - PARTIES TO THE AGREEMENT

33.01 It is agreed that the only parties to this Agreement are the Employer and the Union. It is further agreed that the approval of this Agreement by the CWA as complying with its law does not make it a party hereto.

33.02 If any part of this Agreement is held by final decision of a court of competent jurisdiction to be in conflict with federal or state law, either party hereto may terminate the entire Agreement by written notice to the other party.

Signed this 27th day of January 2021

For the Employer *Mary Christine Cardenas*

Print Name: Mary Christine Cardenas

For the Union: President *Christopher Roberts*

Print Name: Christopher Roberts

APPROVAL CLAUSE: The Agreement is approved as being in compliance with the laws of the CWA, as limited by the Taft-Hartley Law and the undersigned of the CWA, hereby pledges as a matter of Union policy only, its full authority under its laws to the fulfillment thereof without becoming a party thereto and without assuming any liability thereunder.

*Judy RaPue*

01/27/2021

CWA Staff Representative

Judy RaPue

## APPROVAL CLAUSE

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



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Steve DeIanni  
CWA Staff Representative



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Frank Arce, Vice President  
CWA District 9

Date                      02.02.2021

Between                 CWA Local 9509  
                                  and  
                                  Raised-Ink

Contract Duration:    01.27.2021 – 01.26-2022