

CONTRACT BETWEEN

BUMPERACTIVE.COM

Renewal September 2, 2016 – September 15, 2020

AND

**COMMUNICATIONS WORKERS OF AMERICA,
LOCAL 6132, AFL-CIO
PRINTING, PUBLISHING, AND MEDIA WORKERS SECTOR**

BUMPERACTIVE.COM
8711 Burnet Road #4
Austin, TX 78757-7044
print@bumperactive.com
<http://www.bumperactive.com>
(512) 465-9306

**CONTRACT BETWEEN BUMPERACTIVE.COM AND
COMMUNICATIONS WORKERS OF AMERICA, LOCAL 6132, AFL-CIO,
PRINTING, PUBLISHING, AND MEDIA WORKERS SECTOR**

This agreement (hereinafter referred to as The Contract) is made and entered into by and between bumperactive.com (hereinafter referred to as the Employer), and the Communications Workers of America, Local 6132, Printing, Publishing, and Media Workers Sector, AFL-CIO (hereinafter referred to as the Union).

This contract is effective on the date it is ratified and its duration is governed by Article 19.

ARTICLE 1: RECOGNITION

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

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

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

ARTICLE 2: EQUAL OPPORTUNITY/NONDISCRIMINATION

SECTION 1: Bumperactive.com is committed to equal employment opportunity to all persons without regard to race, color, religion, disability, gender, sexual orientation, gender identity, age, or national origin, and promotes the full realization of this policy through a positive, continuing program of affirmative action. Bumperactive.com is committed to equal opportunity for all applicants and employees in personnel matters including recruitment and hiring, benefits, training, promotion, compensation, transfer, and layoff or termination.

ARTICLE 3: PAYROLL DEDUCTION OF UNION DUES

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

will be effective until:

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

SECTION 2: LANGUAGE OF DUES AUTHORIZATION BY EMPLOYEE

A card or paper form that includes the following language, and properly signed by the employee and witnessed by another employee who is a member of the bargaining unit will be accepted by the employer as authorization by the employee to deduct union dues from the employee's pay.

PAYROLL DUES DEDUCTION AUTHORIZATION

I _____ do hereby authorize my Employer to deduct each pay period from my wages, beginning the first pay period after this authorization is presented to my employer, such union dues and assessments as the Union advises the Employer are due and to remit such monies to the Union. I understand that this Authorization will be effective until:

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

SECTION 3: POLITICAL ACTION FUND CHECK OFF AUTHORIZATION: The Employer agrees to deduct from the wages of employees covered by this agreement amounts authorized by employees and to transmit such monies to the CWA Political Action Fund. Such contributions and deductions are voluntary for each member of the Union. Employees wishing to make such voluntary contributions will authorize the deductions with a form to be provided by the Union. The Employer agrees to remit such monies with a list of employees for whom such deductions have been made, and the amount of each deduction, to the Union no more than 30 days following the date of deduction.

ARTICLE 3: JURISDICTION

SECTION 1: The jurisdiction of the Union shall cover all full-time and part-time employees performing production or maintenance work related to printing, camera, press and/or bindery work; all functions presently performed by the employees specified in this agreement and all additional work which may from time to time be assigned to them by the employer.

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

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

The following titles are specifically included in the bargaining unit:

- Pre-press Associate
- Production Associate
- Sales and Marketing Associate
- Additional titles may be added to this list by mutual written agreement between the Employer and the Union.

ARTICLE 4: STRUCK WORK

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

ARTICLE 5: PICKET LINE

SECTION 1: No employee covered by this agreement shall be required to cross a picket line established because of an authorized strike by any local Union of the Communications Workers of America or of another union affiliated with the AFL-CIO.

ARTICLE 6: GRIEVANCE PROCEDURES

SECTION 1: INTERNAL GRIEVANCE STEPS: A Grievance Committee of one (1) representative appointed by the Employer and one (1) representative appointed by the Union, shall be maintained; in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his/her place. To this Grievance Committee shall be referred all disputes which may arise as to the construction to be placed upon any clause of the agreement, except as provided otherwise herein, or alleged violations thereof, which cannot be settled otherwise, and such Grievance Committee shall meet when any question of difference shall have been referred to it for decision by either party to this agreement.

The parties agree that the members of the Grievance Committee will suffer no loss of income while engaged in activities related to this article, and such time will be considered to be time worked for all applications.

SECTION 2: MEDIATION AND ARBITRATION: If the Grievance Committee cannot reach an agreement on any dispute, at the request of either Party, the members of the Grievance Committee shall request mediation through the Federal Mediation and Conciliation Service. If the issue cannot be resolved, it will be referred to the Federal Mediation and Conciliation Service for arbitration. The decision of the arbitrator in such cases will be final and binding on both parties. Expenses of the arbitrator, charges by the FMCS, and hearing facility charges shall be shared equally by the Employer and the Union. **The above provisions of Section 2 notwithstanding, no form of discipline issued to an employee hired after the ratification date of this Agreement who has not achieved six (6) months of service with the Company shall be subject to Mediation or Arbitration.**

SECTION 3: In the event of a difference arising between the parties hereto, all work shall continue without interruption and the wages, hours and working conditions prevailing prior to any action or circumstances which results in a dispute shall be immediately reinstated and maintained until a decision is reached.

ARTICLE 7: GENERAL LAWS

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

ARTICLE 8: OVERTIME RATE

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

ARTICLE 9: NORMAL SHIFT AND WORK WEEK, BREAKS

SECTION 1: A normal work shift shall start at 10:00 AM and end at 6:00 PM. A normal workweek will begin at 12:00 AM on Monday and end at 11:59 PM on Friday. A normal workweek will consist of 40 hours. Shifts for part-time employees will be determined by the Employer.

SECTION 2: Lunch period: Employees will have two options for a lunch period.

Option 1: Employees may take a 30 minute lunch period during which they will remain on the premises and be available for occasional attention to production processes as required for normal functioning of work. These employees will observe the normal work shift described in Section 1.

Option 2: Employees may take a 30 minute lunch break away from the premises, and are not required to be available for work during this period. Employees taking this option will have a normal shift starting at 10:00 AM and ending at 6:30 PM, to provide for a 40-hour work week.

SECTION 3: BREAKS: Each employee shall be entitled to a 15 minute break in the morning and 15 minute break in the afternoon. Such break time will be considered time worked and paid accordingly.

SECTION 4: FULL SHIFT, DEFINITION OF Full-time EMPLOYEE:

Employee classification: All hourly employees will be classified as either full-time or part-time. Full-time employees will be those who regularly work 40 hours per week or more. Employees who regularly work less than 40 hours per week will be classified as part-time. An employee who works 40 hours per week for a period of 60 days or more will be classified as a full-time employee. It is understood that the usual workweek for full-time employees will be 40 hours. The following provisions apply to the administration of vacation and other leave time. Part-time employees will be entitled to leave time. The amount will be based time worked. Part-time employees will receive a percentage of full-time leave benefits as follows: employees who regularly work:

- 10 hours per week or more but less than 20 hours: 25%
- 20 hours per week or more but less than 35: 75%
- 35 hours per week or more: 100%

No employee who is classified as full-time will be paid for less than a work week, which is understood to be 40 hours per week, except when discharged for cause or excused at the Employee's own request.

SECTION 5: CHANGES IN EMPLOYEE CLASSIFICATION: The Employer will have the right to reduce employees' classification from full-time to part-time or to increase employees' classification from part-time to full-time. Should the Employer deem it appropriate to re-classify full-time employees to part-time employees, the Employer will first seek volunteers in order of seniority from the affected group, and if necessary will force reclassification in inverse order of seniority.

ARTICLE 10: REHIRING LIST

SECTION 1: When the Employer makes layoffs, other than discharges for cause, such laid off persons shall be placed upon a rehiring list in order of seniority. No person, other than for the positions excluded from this contract, shall be hired by the employer except from this rehiring list, unless such list is exhausted with respect to the same classification of work for which an additional employee is desired. Laid off employees will remain on the rehiring list for a period of one year.

ARTICLE 11: HOLIDAYS

SECTION 1: All employees scheduled to work on observed holidays as described in this article shall receive straight time pay when not required to report. Work performed on holidays, will be paid at double the employee's usual rate of pay. When a holiday falls on an employee's regularly scheduled time off the employee will be given another day off with pay at a time mutually agreed to. If production requirements prevent the granting of such additional days off the employee shall be paid one-day's pay in lieu thereof. Any shift that begins on a holiday or day legally observed as such, shall be considered a holiday shift. The regular starting time of any shift shall not be changed to avoid holiday pay or the holiday premium rate of pay. Should a holiday fall during an employee's vacation he/she shall be granted an additional day off with pay or at the Employer's discretion shall receive an additional day's pay in lieu thereof.

SECTION 2: OBSERVED HOLIDAYS: The recognized holidays are, New Year's Day, Memorial Day, Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day. The holidays shall begin at 12:01 a.m. on the holiday or day legally observed as such and continue for the succeeding 24 hours. Holidays designated in Section 1 that fall on a Saturday or a Sunday will be observed on the preceding Friday or the succeeding Monday, at the discretion of the employer.

ARTICLE: 12 VACATIONS AND EXCUSED WORK DAY

SECTION 1: Employees, who have been employed six (6) months, but less than **twenty-four (24)** months, shall be entitled to one (1) week of vacation with pay.

Employees who have been employed twenty-four months shall be entitled to two (2) weeks of vacation with pay. Anyone leaving their place of employment voluntarily or otherwise shall be entitled to and receive payment for unused vacation time.

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

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

(New) SECTION 4: Excused Work Day: Employees who have achieved six (6) months of service will be allowed one (1) Excused Work Day with pay to be taken during the vacation year. The Excused Work Day may, at the employee's discretion, be taken in one-hour increments.

SECTION 5: Unpaid time off: Employees may request, and the Employer may grant, at the Employer's discretion, unpaid leave. Any unpaid leave must be initiated by a request by the employee.

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

ARTICLE 13: SICK LEAVE

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

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

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

ARTICLE 14: SANITARY REGULATIONS

SECTION 1: The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and cooled, 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 15: MISCELLANEOUS

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

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

SECTION 3: Any employee engaged to serve the Communications Workers of America, or to perform work in the interest of the organized labor movement, or any employee incapacitated by illness, shall not suffer loss of seniority while so employed or so incapacitated. Upon reporting for duty full seniority rights shall be restored to the employee who was absent.

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

SECTION 5: Employees transferred to a class of work upon which they do not claim competency shall not be discharged for incompetence nor shall a supervisor be permitted to make transfers which are discriminatory or for the purpose of depriving other employees of work to which they are by seniority entitled.

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

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

SECTION 8: The Employer agrees to provide space for a bulletin board suitably placed for the use of the Union.

ARTICLE 16: APPRENTICE REGULATIONS

SECTION 1: The minimum scale for apprentices shall not be less than that provided for by civil law. Otherwise, such scale shall be in proportion to the journeyman's scale for day and night work as follows:

- First year Second year
 - o 1st six months
 - 80%
 - 90%

- o 2nd six months
 - 85%
 - 95%

The term of apprenticeship shall not exceed two-years and may be shortened by mutual agreement of the Employer and the Union. When the apprentice's term is shortened, wages shall be upgraded accordingly. Apprentices shall be provided thorough training in all of the craft.

ARTICLE 17: PAY INCREASE

SECTION 1: Each employee will be granted a **four percent (4%)** increase in their hourly rate of pay, effective September 1, 2017; and an additional **four percent (4%)** increase September 1, 2018; and an additional **three percent (3%)** increase on **September 1, 2019.**

ARTICLE 18: COMPANY INCENTIVES

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

ARTICLE 19: DURATION

This agreement will become effective upon ratification. This agreement will continue in full force and effect at through 12:00 midnight on **February 15, 2020.** This agreement will continue in full force and effect from year to year thereafter unless either party, at least forty-five (45) days prior to the expiration of such period, gives notice in writing to the other party of its desire to renegotiate this agreement.

Memorandum of Agreement regarding Health Care: Renewed

MEMORANDUM OF AGREEMENT

This memorandum of agreement is mutually adopted by the Employer and the Union, and is accepted as being part of the Contract.

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

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

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

It is agreed that, for current employees, accrual of vacation and sick leave time began on their date of hire.

Agreed this 30th day of October, 2014.



Kyle Johnson, President, BumperActive.com

For the Employer



Jason Peavler, Vice President, CWA Local 6132



Charlie Torres, CWA Representative

For the Union

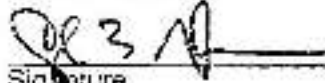
SIGNATURE PAGE

Agreed this 13th day of February, 2017.

For the Employer:

Kyle B Johnson

Printed Name:


Signature:

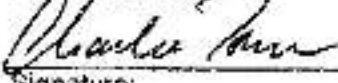
Printed Name:

Signature:

For the Union:

Charlie Torres

Printed Name:


Signature:

Printed Name:

Signature:

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



President: Printing, Publishing, and Media Workers
Sector Communications Workers of America
March 22, 2017

Between: CWA Local 6132 AFL-CIO
And
bumperActive.com

Contract
Duration: 09.02.15 - 02.15.20