

AGREEMENT

BETWEEN

**ALLIED UNIVERSAL TECHNOLOGY
SERVICES**



AND

**COMMUNICATIONS WORKERS OF
AMERICA
LOCAL 9412**



2021

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PREAMBLE

This Contract is between **Allied Universal Technology Services, Inc.**, hereinafter referred to as the “Company” and the **COMMUNICATIONS WORKERS OF AMERICA**, hereinafter referred to as the “Union”.

This Agreement is the sole and entire existing collective bargaining agreement between the parties.

The respective parties to this Contract do mutually agree and covenant as follows:

ARTICLE 1

RECOGNITION

Section 1. The Company hereby recognizes the Union as the collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, working conditions, wages and hours of employment. Employees covered by this agreement (as defined in Appendix A) shall hereby be referred to as the “Bargaining Unit”.

Section 2. No new job classifications will be created without the approval of the Union.

Section 3. This agreement covers the installation, service and repair of low-voltage security systems, including, but not limited to, card access systems, closed circuit television systems, fire and safety systems and the cabling and conduit installation incidental thereto.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. The management of the Company and the direction of the work force are vested exclusively in the Company and shall not in any way be abridged except as specific restrictions are set forth in this Agreement.

All management functions and responsibilities which the Company has not expressly modified or restricted by a specific provision in this Agreement are retained and vested exclusively in the Company. The Company retains the exclusive right to manage the workforce; to direct, control and schedule its operations and the work force; to relieve employees from duty at a particular worksite or customer account due to lack of work or any other legitimate operational reason (to the extent allowed under the seniority and just cause provisions of this Agreement), including but not limited to client request; and to make any and all decisions affecting the business. Should a specific provision of this Agreement directly conflict with, modify or restrict an enumerated or non-enumerated right under this Article, the specific provision of the Agreement shall prevail over the enumerated or non-enumerated right.

ARTICLE 3

UNION SECURITY

Section 1. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement, not later than the 30th day following the effective date of the Agreement, shall 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 effective date shall, not later than the 30th day following the beginning of such employment, become and remain members in good standing in the Union.

ARTICLE 4

UNION STATUS AND RIGHTS

Section 1. Stewards - The Union will notify Company in writing of the stewards and Company shall recognize no others.

Section 2. Access - Authorized Union representatives shall have access to Company's premises to ascertain whether conditions of this Agreement are being observed. **Access shall be granted when the Union representative contacts the Company in advance to schedule access.** Access shall be limited to business hours.

Section 3. Administration - Those described in Sections 1 and 2 shall be permitted to transact Union business directly related to the administration of this Agreement on the Company's premises. A steward shall sustain no loss of pay while administering this Agreement and shall be allowed to transact Union business with other Union members on Company premises or by telephone/radio not to exceed 30 minutes in length per day, without Company approval. A Union steward or one member of a negotiation committee shall not suffer a loss of pay while attending a joint Union-Company meeting or for reasonable travel time to and from such meetings. It is understood that such joint meetings and travel time is considered time worked.

Section 4. Bulletin Board - A suitable bulletin board space shall be provided at the Company's premises for the Union's exclusive use, if requested.

ARTICLE 5

COMPANY POLICIES AND PROCEDURES

Section 1. All Company employees, including those who are members of the Union, are subject to G4S policies and procedures at all times during their employment with the Company.

Section 2. Several specific Company policies and procedures are referenced in this agreement. **Changes or revisions to these policies shall be discussed with the Union. Employees are notified whenever changes or revisions are made.**

ARTICLE 6

PAYROLL DEDUCTION OF UNION DUES

Section 1. The Company agrees to make payroll deductions of Union dues and initiation fees, or the equivalent thereof when authorized to do so by the employee, in an amount as certified to the Company by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted.

Section 2. The Company agrees that, upon receipt of an individual written request on the appropriate form (see Appendix C) approved by the Company and signed by the employee covered by this agreement, it will deduct bi-weekly from such employee's wages the amount of Union dues and initiation fees specified in such request and forward the full amount thus deducted to the Secretary-Treasurer of the Union or his/her authorized agent as directed. The employee may revoke the request at any time upon his/her written request to the Company and such request should be directed to the appropriate Company representative. The Secretary-Treasurer of the Union can also revoke the dues authorization of any employee upon the Secretary-Treasurer's written request to the Company's appropriate representative.

Dues deductions will be made in each pay period for properly executed dues deduction authorizations received by the appropriate Company representative. However, the Company assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as is deemed appropriate in correcting such errors or omissions.

If, for any reason, the Company fails or is unable to make the authorized deduction from any pay period, the Company will deduct the accumulated authorized deduction in an ensuing payroll period or periods that the employee's pay is sufficient. In case the accumulated amount exceeds the amount of authorized deductions, the deductions shall be made in an ensuing payroll period or periods up to four (4) times the authorized amount until the accumulated amount is deducted.

Section 3. The Company will, each month, furnish the Secretary-Treasurer of the Union the following information for the preceding month for all employees in the bargaining unit:

- A. A reconciliation summary showing the total of the authorizations for such payroll dues deductions.
- B. A list showing the names, social security numbers and complete payroll numbers of the employees canceling their deduction authorizations.
- C. A list showing the names, social security numbers and complete payroll numbers of employees from whom dues deduction authorizations were received.
- D. A list showing the names, social security numbers and complete payroll numbers of any employees for whom dues deductions were not made in accordance with current dues deduction authorizations.
- E. A list showing the names, social security numbers, complete payroll number and amount of dues of employees returning from any leave of absence.
- F. A list showing the names, social security numbers, complete payroll number of any employee granted a leave of absence in excess of 30 days.
- G. A complete payroll number and amount of dues deducted for employees transferred out of the bargaining unit, including resignations.
- H. A list of employees and their social security numbers who have changed their names showing the old and the new name with the appropriate identification.
- I. A list of employees and their social security numbers who have changed their addresses showing the new and appropriate address.
- J. A list of employees and their social security numbers who have had their basic rate of pay adjusted.

Section 4. An employee's dues authorization shall be automatically canceled upon termination of employment. An employee's authorization shall be suspended upon leave of absence in excess of thirty (30) calendar days. The employee's authorization shall be reinstated after return from a leave of absence.

Section 5. Any change in the rate or amount of monthly Union dues will be certified to the Company by the Secretary-Treasurer of the Communications Workers of America. A certification, which changes the dues, shall become effective the first day of the fiscal month following the date the Company receives such certification.

ARTICLE 7

SENIORITY

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

Section 2. Seniority shall be considered in the selection of hours of work, vacations and transfers.

Section 3. If a reduction in force is necessary, employees will be laid off by inverse order of seniority by job class and by Company office location. **The Company office locations are Hawthorne, City of Industry, Livermore and Sunnyvale.**

Section 4. Recall shall be by seniority by job class and by Company office location. **The Company's office locations are Hawthorne, City of Industry, Livermore and Sunnyvale. An employee shall have the right to be recalled for a period of twelve months after lay-off.**

Section 5. A break in seniority shall occur only in cases of a voluntary quit by an employee, a reduction in force, a dismissal for cause, or failure to return to work after a leave of absence has expired.

Section 6. If two employees have identical seniority, the one whose last four (4) digits of their social security number comprise the smaller number will be treated as if he or she were more senior.

Section 7. All Company initiated transfers will be discussed with the Union.

Section 8. Employees who are required to relocate from Southern California to Northern California and vice versa, shall receive reasonable moving expenses.

ARTICLE 8

GRIEVANCE AND ARBITRATION

Section 1. In the event any difference should arise between the Company and the Union or any employee covered by this Agreement as to the meaning and application of the provisions of this Agreement, or if any local problem of any kind arises, there shall be no strike or suspension of work on account of such difference and an earnest effort shall be made by both parties to this Agreement to settle such differences using the steps of the grievance procedure outline below:

- A. All questions, disputes, or grievances as to the interpretation or performance of the terms of this Agreement shall be subject to this grievance procedure.
- B. It is the intention of the parties that a sincere effort shall be made in each case to discuss and settle grievances promptly.
- C. The Company recognizes the right of the Union to investigate the circumstances surrounding any grievance and agrees to cooperate with the Union in any such investigation. Pending final settlement of the grievance, the Company shall not thereafter deal directly with the employee concerning said grievance, without Union concurrence, but shall deal directly with the Union representative. A grievance submitted by the Union shall be submitted within thirty (30) days of the date of incident or discovery and shall be processed pursuant to the following procedure:

1. The Company shall schedule a meeting within 10 days after receipt of grievance.

2. The Union shall discuss the grievance with Company management in an attempt to resolve the dispute. If the Union and Company management are unable to resolve the dispute within thirty (30) calendar days after it has been presented, such grievance may be submitted to an impartial arbitrator in accordance with the following provisions.
3. The parties shall select a mutually agreeable and impartial arbitrator within thirty (30) days after failing to resolve the dispute in accordance with Item C.2. above. In the event they are unable to agree on the selection of an arbitrator, the matter shall be referred to the Federal Mediation Conciliation Service (FMCS) within thirty (30) days. After the FMCS submits a list of arbitrators to the Union and the Company, they shall reply with their preferred selections no later than fifteen (15) days after receipt of such list.
4. The arbitrator shall not have the authority to amend or modify the expressed terms of this Agreement or establish new terms of this Agreement or conditions under this Agreement.
5. The arbitrator shall determine any question of arbitrability. Both parties agree to and accept the decision of the arbitrator as final and binding.

Section 2. The expense of arbitration shall be borne equally by the Company and the Union. Each side shall bear its own expense with regard to presenting its case. Employees shall not be compensated for time spent in preparation for or attendance at an arbitration hearing.

Section 3. The time limits provided may be extended or waived only by agreement of the parties. The Company's failure to comply with the above stated time limitations shall deem that specific grievance be settled in the Union's favor. The Union's failure to comply with the above stated time limitations shall deem that specific grievance to be permanently withdrawn from the process.

Section 4. In the event that any employee chooses to present a grievance in his/her behalf, rather than through the Union, the Company will advise the local Union representatives in writing of the fact that such a grievance is being presented, and will give such Union representatives opportunity to be present during the presentation of such grievances. Any settlement must not be in conflict with this Agreement and adjustments must be agreed to by the Union.

ARTICLE 9

DISCIPLINE AND DISMISSAL

Section 1. The Company shall have the right to counsel, discipline, suspend or dismiss an employee for cause. In the event any such counseling, discipline, suspension, or dismissal occurs and the Union believes any such action to be unjustified, the matter shall then be considered as a grievance and shall be handled in accordance with Article 8.

Section 2. No employee shall be subject to discipline for refusing to cross a lawful picket line that has been authorized or recognized by the Union.

Section 3. If any employee is dismissed, suspended or demoted for cause, the Union shall be notified in writing of such action. A written claim that the dismissal, suspension, or demotion was without proper reason must be filed by the Union within thirty (30) days.

Section 4. If an employee with less than three (3) months of service is dismissed, suspended, or demoted, the Union's claim that the action was without proper reason shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 5. When new or additional employees are needed in the local area, the Company shall notify the Union of the type and number of such employees required and the Union shall have equal opportunity, with all other sources, to refer suitable applicants for the vacancies to be filled. The Company shall reserve the right to reject any job applicant referred by the Union or any job applicant referred from any other source and shall be the sole judge of the qualifications and ability of all employees and applicants for employment.

Section 6. New employees of the Bargaining Unit, who fall under this agreement, shall be considered probationary until they have completed three (3) months continuous service with the Company, during which time such employees shall work under the conditions, and receive not less than the minimum applicable rates of pay, established in this agreement. If at any time during the probationary period the Company should deem any such employee unqualified in any way, the Company may dismiss such employee and grievances shall not be presented in connection with the dismissal of a probationary employee.

ARTICLE 10

SUCCESSORSHIP

Section 1. 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.

ARTICLE 11

CONTRACTING WORK

Section 1. If contracting or subcontracting becomes necessary, the Company will notify the Union for discussion.

Section 2. The Company will provide to the Union the date, the location, the estimated duration, the project and the name of the contractor for said project. At no time shall a member be laid off or without work during the contracting period, as a direct result of the contracting or subcontracting.

ARTICLE 12

WORKWEEK AND RATES OF PAY

Section 1. All regular employees will be assigned forty (40) hours of work per week. The regular assignments will not be in excess of eight (8) hours per day five (5) consecutive days per week, or ten (10) hours per day four (4) consecutive days a week, Monday through Saturday inclusive.

Section 2. The normal hours of work shall begin between **6:00 a.m.** and 9:00 p.m. with an appropriate lunch period.

Section 3. Two (2) fifteen (15) minute paid relief periods will be granted during each tour of work.

Section 4. Meal periods specified above shall be taken near the midpoint of tours. Whenever an employee is required to work or remain on Company premises subject to call throughout his/her meal period in addition to working the number of hours in his/her normal tour, the meal period shall be treated as working time and any resulting working time in excess of the number of hours in the normal tour shall be treated as overtime.

Section 5. Sunday shall be treated as a premium day and all time worked will be paid for at double times the regular rate of pay, irrespective of the number of hours worked during that week.

Section 6. All employees will be paid at one and one-half (1-1/2) times their regular rate of pay for all time worked in excess of eight (8) hours in one working day and two (2) times their regular rate of pay for all time worked in excess of twelve (12) hours in one working day. All employees working a non-regular, management approved schedule, (i.e. four (4) ten (10) hour days) will be paid at one and one-half (1-1/2) times their regular rate of pay for all time worked in excess of ten (10) hours in one working day and two (2) times their regular rate of pay for all time worked in excess of twelve (12) hours in one working day. All non-regular schedules must be mutually approved by the Company and all employees affected by the non-regular schedule, in accordance with California labor laws.

Section 7. An employee who works on a holiday shall receive payment at the rate of **double time** the hourly wage rate for hours worked. This shall be for the holidays provided in Article 17.

Section 8. Prior authorization for any overtime must be obtained from a Project Manager or a Company Manager.

Section 9. An employee who reports for work at the regular starting time of his/her shift and has not been advised by the Company prior to reporting not to report shall be guaranteed at least two (2) hours of work or paid a minimum of two (2) hours pay at the regular rate of pay, together with any overtime or premium pay. Provision shall not apply if an employee is unavailable for reassignment.

Except for employees carrying an afterhours pager as described in Section 10 below, an employee who has completed a regularly scheduled workday and who has left the location of the work and who is then recalled for additional work shall be paid not less than two (2) hours pay at the rate of time and one half (1 ½) the normal rate for such callout.

Section 10. The Company shall pay Bargaining Unit employees a daily compensation of **thirty-five dollars (\$35.00)** for carrying a pager/cellphone designated for after-hours service calls from customers. When an employee is called out while carrying a service pager/cellphone they will be paid at the applicable pay rate for any hours worked and in accordance with Article 12 Section 6. Time starts when the employee responds to the pager/cellphone and includes travel time. *Mileage will be reimbursed as provided in Article 14 if employee's personal vehicle is used. For service calls/phone support an employee who responds to a call, will receive a minimum of 1 (one) hour of pay with field report submitted.

Section 11. A permanent or temporary evening or night shift shall be any shift commencing after 6:00 pm and before 6:00 am and shall be compensated by increasing the hourly wage rate by \$2.00 per hour. The above does not apply if the employee asks to volunteer for such hours and is approved.

ARTICLE 13

WAGES AND JOB CLASSIFICATIONS

Section 1. Job classifications and descriptions shall be as set forth in Appendix "A" of this Agreement, attached hereto, as an effective part of this Agreement.

Section 2. Wages for employees shall be as set forth in Appendix "B" of this Agreement, attached hereto, as an effective part of this Agreement.

Section 3. New employees shall be slotted by the Company into classification structure at the time of hire, previous related experience being considered, and shall progress in accordance with the wage schedule.

Section 4. Hourly employees will not be permitted to contract for any work or job of a nature similar to their regular employment with the Company.

Section 5. Employees who demonstrate exceptional performance may be considered for more rapid advancement.

ARTICLE 14

TRAVEL TIME AND EXPENSES

Section 1. The Company shall reimburse the employee for the use of his/her personal automobile driving to or from the jobsite designated by their supervisor, when it exceeds their normal commute. Mileage shall be computed from the job site to the closer of employee's residence or the Company's office location. **(The Company's office locations are Hawthorne, City of Industry, Livermore and Sunnyvale.) In the case where no physical Company office exists near the employee's home, the employee's normal commute will be considered to be forty-five (45) road miles.** In addition, the Company shall reimburse the employee for the use of his/her automobile for Company business during the workday. Reimbursement may include, for example, mileage, tolls, and parking fees.

1. Mileage will be reimbursed at the current IRS rate for each mile driven by the employee on Company business while working.
2. Toll charges for bridges, and toll highways, which must be traversed in the course of the above travel.
3. Reasonable parking charges.
4. An employee who is not issued a Company credit card may request estimated parking fees in advance from the Company.

Section 2. When an employee is temporarily assigned to a work location other than his/her regular assigned location and the Company determines the employee's absence from home overnight is required, the Company agrees to reimburse the employee in accordance with the Company's travel expense reimbursement policies and procedures. Reimbursement may include transportation, and lodging. All other miscellaneous expenses will be covered by a per diem of **fifty-six dollars (\$56.00) per day**.

Section 3. Employees working on shifts twelve (12) hours will be entitled to a meal allowance of twelve dollars (\$12.00). Request for reimbursement must be submitted in accordance with the Company's expense reimbursement policies and procedures.

Section 4 When an employee is temporarily assigned to a training location that requires weekend travel, the Company agrees to pay the employee the travel rate of fifteen dollars (\$15.00) per hour (premium and overtime will apply to the travel rate) in place of regular hourly pay for travel to and from the location.

ARTICLE 15

VACATION

Section 1. Vacation accrues from the first day of employment with the Company and may be used for scheduled time off. Vacation accrual shall be based on accredited service as shown by the records of the Company and shall be granted to full-time employees as follows:

- A. Employees with 0 to 5 years of service earn ten (10) days of vacation each calendar year, at the rate of .83 days per month, not to exceed ten (10) days per year.
- B. Beginning the first full month following the five (5) year anniversary date, vacation days will be earned at the rate of 1.25 days per month, not to exceed fifteen (15) days per year.
- C. Beginning with the first full month following the ten (10) year anniversary date, vacation days will be earned at the rate of 1.66 days per month, not to exceed twenty (20) days per year.
- D. Vacation accrual will be suspended when an employee reaches 180 hours. They will not begin earning vacation again until their accrued vacation drops below 180 hours.

Section 2. Employees hired on the first through the fifteenth (15th) of any month will be given credit for the full month. If hired after the fifteenth (15th) of the month, no vacation credit is given for that month.

Section 3. The amount of pay for each full day of vacation shall be the daily rate for eight (8) hours of work.

Section 4. Vacation may be scheduled at any time during the calendar year, and must be coordinated and approved by the Company. It is recommended that vacation requests be submitted for approval a minimum of five (5) business days in advance of the requested time off. Vacation time will be granted at a minimum increment of one-half (1/2) days or four (4) hours.

Section 5. All accrued but unused vacation will be paid out to the employee upon termination of employment with the Company at the employee's current rate of pay.

ARTICLE 16

SICK PAY

Section 1. Sick Pay accrues from the first day of employment with the Company at the rate of one (1) day per month to a maximum of twelve (12) days per calendar year. Employees are eligible to take sick leave as they accrue it.

Section 2. The intent of this policy is to provide for salary continuance during periods of ill health. Counseling and/or disciplinary action may still be appropriate in cases of excessive absenteeism.

Section 3. An employee may be required to furnish a doctor's statement for any absence due to illness or injury that exceeds three (3) consecutive days. The doctor's statement must include the dates of treatment, duration of leave and expected return to work date. If the employee's sick leave is extended, the employee must provide a doctor's statement with a new return to work date.

Section 4. Sick days accrued but not used may be carried over to the following calendar year up to a maximum of forty-eight (48) days.

Section 5. Sick time is generally paid for an employee's own illness, injury or medical appointment. However, an employee will be allowed to use up to one-half of their available, unused sick days for a dependent's (spouse, domestic partner, child or child of a domestic partner), illness or medical appointments, but not to exceed five (5) days per calendar year. At management discretion, dependent's sick days may also be granted for illness or medical appointments for a parent or domestic partner's parent of the employee. There is no carry-over of dependent sick days. Five (5) days per calendar year is the maximum.

Section 6. If an employee is absent for more than twelve (12) consecutive days, hospitalized for one (1) day, or involved in a disabling accident the employee will be considered to be on a medical leave of absence and may qualify for the Company's Short Term Disability Insurance (SDI).

Section 7. Employees hired on the first through the fifteenth (15th) of any month will be given credit for the full month. If hired after the fifteenth (15th) of the month, no sick time credit is given for that month.

Section 8. The amount of pay for each full day of Sick Pay shall be the daily rate for eight (8) hours of work. Sick time may be taken in one (1) hour increments.

Section 9. Accrued but unused sick days have no cash value upon termination of employment, retirement or death.

ARTICLE 17

HOLIDAYS

Section 1. Full time employees will receive 9.5 (nine and one-half) paid holidays per year consisting of a combination of fixed (7.5) and personal (2.0) holidays.

The following will be observed as fixed holidays by the Company:

NEW YEAR'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
FRIDAY after THANKSGIVING
HALF DAY ON CHRISTMAS EVE
CHRISTMAS DAY
2 (TWO) PERSONAL HOLIDAYS (Section 4)

Section 2. Holidays falling on weekends will normally be observed on the workday preceding or following the holiday.

Section 3. An employee must work his/her last regularly scheduled workday before a holiday and the next scheduled workday after a holiday in order to receive pay for the holiday unless the Company has approved such absence.

Section 4. Each employee is granted two (2) personal days per year. Personal days must be approved by the employee's manager, just like vacation requests. Employees must complete ninety (90) days of service with the Company before taking a personal holiday. New employees are granted personal days as follows:

- A. If hired January 1 through April 30 will be entitled to two (2) personal days.
- B. If hired May 1 through September 30 will be entitled to one (1) personal day.
- C. If hired October 1 or later will be entitled to zero (0) personal days.

Section 5. The needs of the Company may occasionally dictate that some employees must work on certain holidays. Under such circumstances the Company will pay employees at the rate of double time the employee's regular rate for time worked and will substitute an equivalent amount of time off with regular pay.

ARTICLE 18

LEAVE OF ABSENCE

Section 1. **PERSONAL** leaves of absence may be granted without pay for a reasonable period of time as defined below. The employee must submit a request for a personal leave of absence on a Leave of Absence Request Form and receive the appropriate approvals from their supervisor/manager, Vice President, and Human Resources. Leaves of absence may be extended due to special circumstances, as determined on an individual basis. Leaves of absence are not guaranteed. Leaves of absence are generally granted to protect the employment, length of service and benefit rights of the employee, whose employment might otherwise be terminated or adversely affected when unusual and/or unavoidable circumstances require the employee's absence from work. Leaves of absence are granted up to the maximum time established by the Company, with the stipulation that the employee will be able to return to available, regular employment when the conditions necessitating the leave permit. Requests for such leaves of absence will be considered on the basis of a combination of factors, including the employee's length of service, performance, position, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact of the leave on the Company. Employees do not earn or accrue any benefits during a personal leave of absence. Employees will be fully responsible to pay their share of the costs of any insurance benefits during the first thirty (30) days of a personal leave of absence. After thirty (30) days the employee's benefits will terminate and the employee will be notified of their COBRA rights.

Section 2. **MILITARY** leaves of absence shall be granted any employee ordered to military duty under the terms of the Universal Military Training and Selective Service Act. Military leaves of absence are granted without pay. In order to be eligible, employees must submit written verification from the appropriate military authority. The Company will reinstate those employees returning from military leave to their same position or one of comparable seniority, status and pay if they:

- A. Provide a certificate of satisfactory completion of service;
- B. apply within fourteen (14) days after release from active duty of a 31-180 day duty; within ninety (90) days after release from active duty of a 181 day or longer duty or within such extended period, if any, as their rights are protected by law; and
- C. are qualified to fill their former position.

Section 3. **FAMILY, MEDICAL, (including PREGNANCY), ALCOHOL or DRUG REHABILITATION** leaves of absence. Employees are required to give advance notice of their need for a leave whenever such need is foreseeable. A Leave of Absence Request Form must be completed within 30 days prior to the commencement of the medical leave of absence. If the leave is not foreseeable at least 30 days in advance, the employee must give as much advance notice as is practical. A medical certification must be provided to support a request for a leave required because of a serious health condition. Failure to provide a satisfactory certification may result in the denial or postponement of a leave. Subject to any exceptions provided by law, an employee will be reinstated either to his/her former position or an equivalent position upon completion of the leave. Employees who

take leaves because of their own serious health conditions must provide medical certifications verifying that they are able to return to work. Except where a different result is authorized by law, employees who are granted leaves of absence of less than four (4) months will be returned to their original position and leaves of absence of more than four (4) months may be returned to their original position if available or an alternate position at the Company's discretion.

Section 4. **BEREAVEMENT** leaves of absence. In the event of a death of any member of his/her immediate family any employee shall be granted a leave of absence with pay. An employee's "immediate family" is defined to include his/her current spouse, registered domestic partner, father, mother, sister, brother, child, current father/mother-in-law, current son/daughter-in-law, grandparents or grandchildren and the similarly related "immediate family" of the employee's current spouse or registered domestic partner. The employee will be paid his/her regular base wage for each day of absence up to three (3) days upon providing satisfactory evidence to support his/her claim. Satisfactory evidence is defined as an obituary, funeral card or related document. Any additional absence from work in the event of the death of any member of his/her immediate family shall be deducted from any accrued vacation or taken without pay.

For information and requirements to obtain registered domestic partnership status please contact the Human Resources Department for the necessary forms to be filed with the California Secretary of State.

Section 5. **JURY DUTY, WITNESS DUTY or ELECTION DUTY** leaves of absence shall be granted with pay upon providing the Company a copy of the court summons. Employees will be paid a maximum of twenty (20) days in any consecutive twelve (12) month period.

Section 6. **TIME OFF TO VOTE** Employees shall be given a reasonable amount of time off, not to exceed two (2) hours with pay, to vote. Employees are required coordinate time off with the Company and required to present a voter's receipt to receive pay.

Section 7. **UNION** leaves of absence. Any employee selected for a position with the Union, which takes him away from his/her work with the Company, shall, upon written request from the Union, receive a leave of absence for the period of his/her service with the Union. Such a leave of absence shall be without Company pay, and Company benefits will terminate at midnight on the last day of the month in which the leave of absence begins. The employee will be notified of their COBRA rights. Upon his/her return, the employee shall be reemployed at the same location and in the same position he held prior to beginning his/her leave of absence, or to a position generally similar to that in which he was employed at such time with full seniority status, provided such location and position are available. The employee must apply for reinstatement within thirty (30) days after leaving the employ of the Union. The Company has thirty (30) days after application to reinstate the employee.

Section 8. **CONFIDENTIALITY** The Company shall treat all leaves of absence as confidential unless the employee notifies the Company otherwise.

ARTICLE 19

HEALTH AND WELFARE BENEFITS

Section 1. The Company will make available health and welfare benefits for regular fulltime employees as described in Appendix D. Benefits begin on the first (1st) day of the month following thirty (30) days of employment with the Company.

ARTICLE 20

TRAINING

Section 1. If the Company requires any employee to participate in training, the costs of such training shall be borne by the Company and the time spent by the employee selected for such training shall be considered working time.

Section 2. If requested by the Company, the Union may assist the Company in training bargaining unit employees.

Section 3. The Company shall pay into the American Communications Contractor Association/ Communication Workers of America (ACCA/CWA) Joint Apprenticeship Training Fund contributions in the amount of \$.05 for each hour actually worked by their employees who are working within classifications and in types of work covered by this agreement, which require apprenticeship fund contributions. The payments shall be made at the times (no more than monthly) and in the manner provided for by the Trust Agreement creating the ACCA/CWA Apprenticeship Training Fund and each individual employer is bound by all terms and conditions of said Trust Agreement and any amendment or amendments thereto.

Section 4. The Board of Trustees of the ACCA/CWA Apprenticeship Training Fund will continue to have full control over the Director of Apprenticeship Training and control of all the finances and pay all expenses from the Apprenticeship Trust Fund. Certain insurances are to be continued on a joint basis with the Association, and the Apprenticeship Fund employees will continue to be paid through the Association, which will be reimbursed by the Apprenticeship Fund only for actual costs.

Section 5. The normal length of the regular apprenticeship program will be thirty-six (36) months.

Section 6. Ratio: A qualified employer may employ one Joint Apprenticeship Committee (JAC) Apprentice when he has at least one (1) Journeyman regularly employed, and one additional JAC Apprentice for each one (1) Journeyman.

Section 7. Apprentices are not to be changed by the Employer from the job classification to which they have been assigned by the ACCA/CWA Joint Apprenticeship Committee. An apprentice should not be paid more than the amounts applicable to the job

classification in which the apprentice has been placed by the JAC. To be advanced from one job classification to another, in addition to the amount of time indicated for each job classification, certain criteria set by the committee must also be satisfactorily met.

ARTICLE 21

HEALTH AND SAFETY

Section 1. The Company agrees to abide by and maintain standards of sanitation, safety and health, which comply with all applicable Federal, State, County and City laws and regulations.

Section 2. No employee shall be required to work in an area that may be hazardous to his/her health or safety. When an employee encounters a hazardous condition, he or she shall contact their supervisor for further instructions.

Section 3. All employees will abide by the safety policies and procedures of the Company.

ARTICLE 22

DRUG AND ALCOHOL POLICY

Section 1. The Company is committed to a drug-free and alcohol-free work place. It is the Company's goal to protect the health and safety of its employees, ensure the security of its products and corporate information, promote a productive work place, and protect the reputation of the Company and its people.

The Union will be notified if a blood or urine test will be administered at any time other than as required during the initial employment process.

ARTICLE 23

SEPARABILITY

Section 1. Should any part hereof or any provision(s) herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. If any provision(s) are declared to be in conflict with law, the parties agree to meet within a reasonable period of time to negotiate a substitute provision(s).

ARTICLE 24

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Company is an Equal Opportunity Employer and is committed to affording all qualified individuals equal opportunity for employment and advancement within the Company without regard to race, color, religion, sex, sexual orientation, age, marital status, national origin, disability, or veteran status.

ARTICLE 25

EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of **December 7, 2021**, and shall remain in effect for a period of three (3) years to and including **December 6, 2024**, and shall continue in effect thereafter until terminated by written notice given by the Union or by the Company, expressly stating an intention to terminate this Agreement, in which case it shall terminate sixty (60) days following receipt of such notice. Within thirty (30) days of the receipt of such notice to terminate this Agreement, the Union and the Company shall commence collective bargaining with respect to a new agreement.

Section 2. In addition to the right to terminate the Agreement as specified above, the Union or the Company may, not earlier than sixty (60) days prior to the end of the initial period, request in writing negotiations on modifications or amendments to this Agreement. If such written request is made, the parties shall negotiate on modifications and amendments as proposed by the Union or the Company, and this Agreement will continue in effect unless replaced by a new or amended Agreement or until terminated by either party giving sixty (60) days written notice of termination to the other party.

This Agreement is entered into this **7th day of December 2021**.

CWA-Local 9412
A. Keith Gibbs, President



Allied Universal Technology Services, Inc.
Dave Chapla, Vice President Labor Relations

CWA-Local 9412
Art Behnam, Executive Vice President

Approved As To Form & Content:

Communications Workers of America, AFL-CIO
Louis Rocha, District 9 International Staff Representative

APPENDIX A

JOB CLASSIFICATIONS

- Apprentice:** Install and repair basic components of access control, CCTV/video and other integrated systems.
- Technician:** Install, trouble-shoot and repair of access control, CCTV/video and other integrated systems. Technicians will monitor, train, mentor and instruct Apprentices.
- Journeyman:** Install, repair, trouble-shoot, identify and isolate problems, and service access control, CCTV/video and other integrated systems. Interface with customers to assess, identify, correct, repair and test components and systems. Program systems, verify system performance and conduct customer training. Journeyman will monitor, train, mentor and instruct both Apprentices and Technicians.
- Foreman:** Install, trouble-shoot, program and repair of access control, CCTV/video and other integrated systems. Review installation work orders, design, components, and verify system performance. Supervise direct crews, schedule labor and conduct customer training. Supervision will not include written disciplinary action.

WAGE SCHEDULE

Pay Scale	Apprentice	Technician	Journeyman	Foreman
Increment	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Base	\$16.80	\$21.00	\$25.20	\$30.45
Every 6 months	To	To	To	To
Top	\$23.84	\$30.24	\$36.54	\$43.47

Note 1 – The interval between pay increases is six (6) months of employment service and **sixty five cents (\$.65) per increment.**

Note 2 – Members who are promoted to a higher job classification will receive a minimum increase **of one dollar and fifty cents (\$1.50).**

Note 3 – Members who reach the top of a job classification will receive an annual increase of 3% on the anniversary date of the contract.

Note 4 – Apprentices participating in the CWA JATC program shall be paid no less than \$16.80 per hour or the following percentage of the mid-range Journeyman wage rate (agreed by the parties to be \$33.32 per hour), with an increase after every six months of participating in the program. These increases shall be in lieu of, and not in addition to, the six month increases provided for in Notes 1-3, above.

6 months – 45% (\$15.00)
 12 months – 50% (\$16.67)
 18 months – 55% (\$18.33)
 24 months – 65% (\$21.66)
 30 months – 75% (\$25.00)
 36 months – 85% (\$28.33)
 42 months – 100% (\$33.32)

DUES DEDUCTION CARD

Last Name	First Name	Middle Initial
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COMMUNICATIONS WORKERS OF AMERICA AUTHORIZATION FOR
PAYROLL DEDUCTION OF UNION DUES PAYABLE TO COMMUNICATIONS
WORKERS OF AMERICA

I hereby authorize and direct **Allied Universal Technology Services, Inc.**, to deduct from my pay each pay period, beginning in the month of _____, _____, regular Union dues and an initiation fee in the amount certified by the Secretary-Treasurer of the Communications Works of America.

If, after all other authorized or required deductions, my pay is insufficient to permit the deduction of said dues from my pay, it is understood that said dues will be deducted from my pay in a succeeding payroll period in which my pay is sufficient therefore.

Deductions under this authorization shall not be made while I am on leave of absence, but such deduction shall resume with the first regular dues deduction period following my return to active work and if my leave of absence was not greater than one (1) month, dues not deducted during that absence will also be deducted in the first regular dues deduction period following my return to work.

I further direct the Company to forward all sums deducted to the Secretary-Treasurer of the Communications Workers of America.

This authorization may be canceled by me upon written notice to the Company. This deduction may be canceled by the Company upon my transfer to a position not included in the Bargaining Unit or upon the Union's refusal to accept any amount so deducted.

It is understood that the Company assumes no responsibility in connection with this authorization except that of forwarding monies to the Secretary-Treasurer of the Union.

Signature

Date

Residence Address (Number and Street)

City

State

Zip

HEALTH AND WELFARE BENEFITS

Health Insurance: The employee shall pay a portion of the costs for Medical, Dental and Vision insurance coverage for the employee and for spouse, children or family if applicable. Employees cost contributions are subject to change annually. The employees covered under this union agreement will pay the same as other Company employees, except that in no case will the union employees pay more than the following percentages for their coverage. (The Company paying the remaining percentage, sum to equal 100%). **The monthly employee contribution (deducted from weekly payroll) towards their insurance costs shall be:**

Medical:	High Deductible – Maximum shall be 15% for all tiers of coverage (employee, employee + spouse, employee + children, and employee + family)
	Low Deductible – Maximum shall be 20% for all tiers of coverage (employee, employee + spouse, employee + children, and employee + family)
Dental:	40%
Vision:	40%

Reimbursement Account: The Company provides a Flexible Spending Account (FSA) for un-reimbursed healthcare, dependent day care and commuter expenses in accordance with IRS rules.

Short-Term Disability: The Company pays for Short-Term Disability Insurance coverage.

Long-Term Disability: The Company pays for Long-Term Disability Insurance coverage. (Supplemental buy-up option is available at the employee's expense and discretion.)

Accidental Death and Dismemberment: The Company pays for two (2) times the employee's annual base salary for AD&D insurance. (Supplemental buy-up options are available at the employee's expense and discretion.)

Life Insurance: The Company pays for two (2) times the employee's annual base salary for Life Insurance coverage. (Supplemental buy-up options are available at the employee's expense and discretion.)

Note 1: The health and welfare benefits described above (with the exception of the Reimbursement Account) are available for the legally registered domestic partner (and eligible dependents) of employees residing in the state of California.

Note 2: If the types of health and welfare insurance plans offered by the Company change during the duration of this contract (e.g. addition of HSA or HRA), the Union and Company reserve the right to renegotiate the current cost sharing plan, currently shown in Appendix D, prior to any changes being made.