

January 1, 2023 – December 31, 2026

**BARGAINING  
AGREEMENT**

Between

**DIRECT LINE GLOBAL, LLC**

and

**COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 9412**



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## **ARTICLE I**

### **RECOGNITION**

**Section 1.** The Company hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions.

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

**Section 3.** All bargaining unit work will be performed by CWA represented employees.

## **ARTICLE II**

### **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 the Agreement, shall remain members in good standing and those who are not members on the effective date of this agreement, not later than the 30<sup>th</sup> day following the effective date of the Agreement, shall become and remain members in good standing of 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 30<sup>th</sup> day following the beginning of such employment, become and remain members in good standing in the Union.

### **ARTICLE III**

#### **UNION STATUS AND RIGHTS**

**Section 1.**     Stewards – The Union will notify the Employer in writing of the stewards.

**Section 2.**     Access - All authorized Union representatives shall have access to Employer's premises to ascertain whether conditions of this Agreement are being observed.

**Section 3.**     Administrators – Those described in Sections 1 and 2 shall be permitted to transact Union business directly related to the administration of this Agreement on the Employer's premises. A steward shall sustain no loss of pay while administering this Agreement.

**Section 4.**     A Union steward or one member of the negotiating 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 5.**     Bulletin Board – A suitable bulletin board space shall be provided at the Employer's premises for the Union's exclusive use.

### **ARTICLE IV**

#### **DUES CHECK OFF**

**Section 1.**     The Company agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues, hereinafter referred to as "dues", each payroll period and initiation fees from the pay of an employee, upon receipt of a dues deduction authorization card, signed by such employee, and to pay over to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues deductions will become effective on the date of hire in accordance with the Company's normal payroll procedures.

A copy of the dues deduction authorization card is included in Appendix C of the Agreement.

**Section 2.** If for any reason, the Company fails or is unable to make the authorized deduction from pay in any payroll period, the Company will deduct the accumulated authorized deduction in an ensuing payroll period or periods the employee's pay is sufficient. In case the accumulated amount exceeds the amount of authorized deductions, the deductions shall be made in ensuing payroll periods at up to four (4) times the authorized amount until the accumulated amount is deducted.

If an employee's pay remains insufficient to permit the deduction of the accumulated amount for more than three (3) consecutive months, no subsequent deduction will be made to make up the deficiency.

**Section 3.** Any dues delinquency which accrues during such three-month period or any extension of such period while employee's pay would be insufficient to permit dues deductions shall not affect the employee's status under the provisions of Article II, Union Security, and the employee shall not be obligated thereafter to make up any such dues delinquency to maintain their status as an employee under that Article. In the event that an employee's pay for the payroll period is insufficient to cover all authorized payroll deductions for the payroll period, deductions will receive preference in the order determined by the Company.

**Section 4.** When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorization shall be automatically resumed if an individual on leave is placed on the payroll within fifty-three (53) weeks from the date the leave became effective. When the period of absence on leave exceeds fifty-three (53) weeks, the authorization shall be automatically cancelled.

**Section 5.** When an employee who has authorized the Company to deduct Union dues is temporarily promoted or transferred to a non-bargain-for position for a period of one (1) full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceed four (4) full weeks. However, such deduction shall not exceed the amount deducted immediately prior to the temporary promotion or transfer. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of Union dues shall be automatically suspended. Should the temporary promotion or transfer be terminated by return to a bargain-for-position within one (1) year of the date of such promotion or transfer, dues deductions shall be automatically reinstated without requiring a new authorization from the employee.

**Section 6.** When an employee who has authorized the Company to deduct Union dues is temporarily promoted to a higher classification within the bargaining unit and is shown on payroll records as being on the higher classification, Union dues will be based on the higher rate of pay for as long as the employee remains in the higher classification.

**Section 7.** The rate or amount of the dues deduction for all members, for any job title and wage classification of members, or for a given Local may be changed by the Union notifying the Company in writing of the dues change. Following notice from the Union, such change in the dues rate or amount will be deducted from future wage payments in accordance with the Company's regular payroll practice.

**Section 8.** The Company agrees to furnish the Union the following information about each employee covered by this Agreement on a monthly basis and in some manner agreeable to both the Company and the Union: social security number, work location, payroll number, name, class of employee (i.e. RF-regular full time, RP-regular part time, TF-temporary full time, TP-temporary part time, OC-occasional, SH-schooling), Union Local number, authorized dues deduction, sex code, title code, force add and lost code, hourly rate and base hours or weekly base wage, hire date, residence address including zip code and phone number, birth date, amount of monthly dues deducted, and, total amount of deductions for the month, or if no deductions were made, the reason for not making deduction and a change code indicating a change in any indicative data as previously

reported by the Company in a prior month. The following information will also be provided: company name, mailing address, contact person, and telephone number, dues month and year and dues deduction frequency (monthly, bi-weekly, or weekly).

**Section 9.** The information listed above will be taken from Company records and will be sent to the Union with the dues collected no later than ten (10) days after the end of the preceding month during which deductions were made.

## **ARTICLE V MANAGEMENT RIGHTS**

**Section 1.** All management functions and responsibilities which the Company has not expressed, 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 facility to direct, control and schedule its operations and the work force; 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 right under this Article, the specific provision of the Agreement shall prevail over the enumerated right.

## **ARTICLE VI PROBATIONARY PERIOD**

**Section 1:** All newly hired employees will serve a probationary period of ninety (90) days following the successful completion of orientation and onboarding. The Parties may extend the probationary period by written agreement for any particular employee for up to sixty (60) additional days.

**Section 2:** During the probationary period and any agreed-upon extension, the Company shall have the right to discharge or discipline an employee in its discretion with or without just cause. This action will not be subject to the arbitration provisions of this Agreement.

## ARTICLE VII

### SENIORITY

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

**Section 2.** Seniority shall determine the selection of hours of work, vacations, and training. For employees hired on the same date, the employee whose last four (4) social security number digits comprise the larger number will be treated as if s/he were more senior.

**Section 3.** The union will be notified if a reduction in force is necessary. **The Company will follow applicable federal, state, and/or municipal laws with respect to notice of layoffs.** Employees will be laid off by inverse order of seniority and Classification of employee.

**Section 4.** Recall shall be by seniority and classification. Seniority shall accumulate during layoff periods.

**Section 5.** A break in seniority shall occur only in cases of a voluntary quit by an employee, a discharge for just cause, failure to return to work after a leave of absence has expired, or failure to return to work after a recall from layoff.

**Section 6.** If an employee has been promoted to a higher bargaining unit classification within three (3) months of the effective date of layoff, that employee will be included in the seniority list at their previous position.



## **ARTICLE VIII**

### **EMPLOYEE TRANSFER OPPORTUNITY**

**Section 1.** Management will consider transfers before filling a vacancy. Employees will be eligible to submit a transfer after six (6) months of employment.

## **ARTICLE IX**

### **GRIEVANCE AND ARBITRATION**

**Section 1.** All questions, disputes, or grievances as to the interpretation or performance of the terms of this Agreement shall be subject to the grievance procedure.

**Section 2.** Both parties will endeavor to solve the issue prior to the formal grievance process.

**Section 3.** It is the intention of the parties that a sincere effort shall be made in each case to discuss and settle grievances promptly.

**Section 4.** 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 therefore 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 processed pursuant to the following procedure.

**Section 5.** The company will schedule a meeting within 10 days after receipt of a formal grievance. This 10-day period starts the 30-day resolution period referenced in Section 6. This 10-day period is not subject to the time limitations in section 10.

**Section 6.** The Union shall discuss the grievance with the Management in an attempt 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.

**Section 7.** The parties shall select a mutually agreeable and impartial arbitrator within thirty (30) days after submission. In the event they are unable to agree on the selection of an arbitrator, the matter shall be referred to the Federal Mediation and Conciliation Service (FMCS) within (30) days. After the Federal Mediation and Conciliation Service (FMCS) submit a list of arbitrators to the Union and Company, they shall reply with their preferred selections no later than fifteen (15) days after receipt of such list.

**Section 8.** 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. The arbitrator shall determine any question of arbitrability. Both parties agree to and accept the decision of the arbitrator as final and binding.

**Section 9.** The expense of the 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 and attendance at an arbitration hearing.

**Section 10.** 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 the grievance be settled in the Union's favor.

**Section 11.** When an action of the Company results in a grievance, the Company agrees to keep the status quo on the action until either an agreement on the propriety of the action is reached, or the grievance and arbitration procedures are exhausted.

## **ARTICLE X**

### **DISCIPLINE AND DISCHARGE**

**Section 1.** No employee covered by this Agreement shall be suspended, demoted, or discharged or otherwise disciplined except for just cause.

**Section 2.** The Company shall give the employee involved and the appropriate Union representative at least two (2) days' notice prior to the effective date of any suspension, demotion, or discharge action.

**Section 3.** Nothing in the foregoing shall prevent the Company from immediately removing an employee, for cause, from the premises or assignment pending final disposition of the case.

**Section 4.** The question of whether "just cause" exists for the discipline shall be subject to the grievance and arbitration procedure provided herein.

**Section 5.** No employee shall be subject to discipline for refusing to cross a lawful picket line that has been authorized or recognized by the Union.

## **ARTICLE XI**

### **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. As a condition of the 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.

**Section 2.** The employer agrees to advise the Union in writing one (1) month in advance of any contemplated sale, assignment or transfer, or any other change in name of ownership.

**Section 3.** In the event the business is sold or transferred, a condition of the sale will be that the new owner(s) assume the existing contract. The new owner(s) shall enter into a good faith negotiation with the Union for purposes of continuing the collective bargaining agreement unit.

## **ARTICLE XII CONTRACTING WORK**

**Section 1.** There shall be no contracting or subcontracting of Bargaining Unit work unless mutually agreed to by the Company and the Union. **That agreement will be facilitated through a monthly call and a monthly report.**

**Section 2.** At no time shall a member be laid off or without work during the contracting period at that location.

**Section 3.** After working continuously for a six (6) month period, a temp employee's assignment will end, or s/he will be offered employment as an employee. If hired, their seniority date will be their hire date with Direct Line.

## **ARTICLE XIII 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, Monday through Saturday inclusive. Unless an agreement is made to have four (4) ten (10) hour days a week.

**Section 2.** The workday may begin as early as five (5) a.m., as determined on a project basis and with notification to the Union. (Except for: After hours cut-over projects and Service/Emergency work.).

**Section 3.** Two fifteen-minute relief periods will be granted each eight (8) hour shift. Three fifteen-minute relief periods will be granted each ten (10) hour shift.

**Section 4.** Meal periods specified above shall be taken near the midpoint of shifts. Whenever an employee is required to work or remain on Company premises subject to call throughout their meal period in addition to working the number of hours in their normal 8- or 10-hour shift, the meal period shall be treated as working time and any resulting working time in excess of the number of hours in the normal shift shall be treated as overtime. If an employee agrees to work through their lunch, the employee will be compensated at time and one half (1-1/2).

**Section 5.** Choice of shifts shall be by seniority by Classification.

**Section 6.** Sunday shall be treated as a premium day and all time worked, will be paid at double time the regular rate of pay, irrespective of the number of hours worked during that week. Extended travel time is not subject to double time pay.

**Section 7.** All employees will be paid at one and one-half (1 ½) times the Regular rate of pay for all time worked in excess of eight (8) hours in a shift or all time worked in excess of ten (10) hours in one shift, if working four (4) ten (10) hour days in a week.

- (a) Double-time will be paid after an employee works fifty-six (56) hours in a one week or twelve (12) hours in a day.

**Section 8.** The Company will endeavor to distribute overtime equitably within each job classification.

**Section 9.** When an employee works overtime beyond and continuous with their regular shift, and such overtime extends to the start of their next regular shift, they may elect to:

- (a) Be excused all or part of their regular shift with pay; or
- (b) Work all or part of their regular shift at time and one half (1-1/2) rate of pay, except as specified in section 7 (a) above.

**Section 10.** 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 XIV.

**Section 11.** An evening or night shift shall be any shift commencing after 12:00 P.M. and shall be compensated by increasing the hourly wage rate 10% paid to such employee for the entire shift.

**Section 12.** Employees who are called into work at times outside their regular shift or work schedule shall be guaranteed at least four (4) hours pay at time and one-half (1-1/2). For purposes of this Article, hour of work shall include travel time to and from the job location.

**Section 13.** An employee who reports for work at the regular starting time of their shift and has not been advised by the Company prior to reporting, not to report, shall be guaranteed at least four (4) hours of work or paid a minimum of four (4) hours pay at the regular rate of pay, together with any overtime or premium pay where such employee is entitled to such overtime or premium pay this provision shall not apply if employee is unavailable for reassignment.

## **ARTICLE XIV**

### **WAGES**

**Section 1.** Basic hourly wage rates of the various occupational classifications are shown in Appendix A and B.

**ARTICLE XV**  
**TRAVEL TIME, CONDITIONS AND EXPENSES**

**Section 1.** The Company will designate a place for each employee as their permanent reporting location at the beginning of this contract, or at the time of their employment, this site will be one of the following and will not be changed without Union consent: (a) a customer site, or (b) a company-owned or lease facility.

**Section 2.** Travel spent by an employee in excess of 40 Mile Radius from the Company location or Employee residence shall be considered as work time.

**Section 3.** Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in traveling from one job assignment to another, or from one town to another shall be considered as time worked.

**Section 4.** When an employee uses their motor vehicle for Company use, they shall be compensated at the maximum applicable federal allowance per mile for all mileage incurred to and from job site, as well as mileage accumulated during the day. Parking and tolls shall be reimbursed.

**Section 5.** Board and Lodging Assignment: An employee may be required to board and lodge during an assignment. The lodging will be provided by the Company. The employee will receive a daily meal allowance of \$46.00.

**Section 6.** When an employee is required to report to such a job site as above, the Employer shall pay for the actual cost of the employee's transportation between their home and the job site at the start and completion of the assignment and every third weekend of such assignment.

## **ARTICLE XVI**

### **VACATIONS**

**Section 1.** Vacation shall be granted yearly on January 1<sup>st</sup> of each year according to the following schedule.

Length of Service	Amount of Vacation
6 months but less than 2 years	1 week
2 years but less than 5 years	2 weeks
5 years but less than 15 years	3 weeks
15 years	4 weeks

One (1) additional week for each five (5) years of service over fifteen (15) years.

**Section 2.** If an employee takes a vacation during a period which includes a holiday, the employee shall receive an extra day's vacation or pay in lieu of vacation at the employees' option.

**Section 3.** At the time of separation from the company, unused vacation hours from the previous years will be payable. For the current year, unused vacation hours will be payable at the rate in which it would have been accrued. At the time of a lay-off, an employee may only take vacation based on hours that would have normally been accrued.

**Section 4.** Vacation will be selected on the basis of seniority. The initial vacation selection period is November 1<sup>st</sup> through December 15<sup>th</sup> every year. Employees may submit their requests for vacation during this period for the following year. Once approved the employee's vacation time will be scheduled. After the initial vacation selection period, requests will be reviewed on a first come first served basis and a determination will be made within a reasonable time not to exceed one week.



The following vacation accrual plan will apply to all individuals hired on or after the October 30<sup>th</sup>, 2014.

**Section 5.** Vacation time for regular full-time employees shall be accrued according to the following schedule:

<u>Years of Service</u>	<u>Vacation Accrued at the rate of:</u>
0 months but less than 2 years	1 week/year
2 years but less than 5 years	2 weeks/year
5 years but less than 15 years	3 weeks/year
15 years or more	4 weeks/year

**Section 6.** The employee may have up to a maximum balance of six (6) weeks of vacation time. Once the employee has reached the maximum balance, the employee will be required to schedule at least one week of time off, to be taken within 2 months.

## **ARTICLE XVII**

### **HOLIDAYS**

**Section 1.** The following holidays will be observed as holidays by the Company.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas
Labor Day	*Three (3) Floating Days

**Floating Holiday:** One (1) of the three company Floating Days is to be schedule by the company.

Two (2) of the three company Floating days will be available to all regular employees on the first day of the year.

**Company Scheduled Holidays are as follows:**

**Friday, December 22, 2023, Tuesday, December 24, 2024, Friday, December 26, 2025,  
and Thursday, December 24, 2026**

**Section 2.** If a holiday occurs on a Sunday, the following Monday shall be designated as a holiday. If the holiday occurs on a Saturday, the previous Friday shall be designated as a holiday.

**Section 3.** Employee Floating Holidays are to be scheduled by the employee at the beginning of the year and submitted to the corporate office no later than March 1<sup>st</sup> to be taken that year. If not selected by March 1<sup>st</sup>, the Company will notify the employees to schedule their Floating Holidays.

**Section 4.** If an employee is required to work on their pre-scheduled Floating Holiday, then the employee will receive their regular rate of pay for hours worked that day plus the holiday pay. The employee may also elect to reschedule the floating holiday instead of receiving the Holiday pay.

**Section 5.** If an employee is required to work on a Company scheduled holiday, then the employee will receive their regular rate of pay for hours worked that day plus the Holiday pay.

**ARTICLE XVIII**

**SICK/PERSONAL LEAVE (SPL) AND LEAVE OF ABSENCE**

**Sick/Personal Leave (SPL)**

**Section 1.** Regular fulltime employees will be eligible for Sick/Personal Leave (SPL). SPL shall be on a calendar year basis, from January 1 to December 31, inclusive. An employee will become eligible to use SPL after they has been continuously employed by the Company for six (6) months and prorated accordingly.

**Section 2.** Eligible employees will begin each calendar year with six (6) days (48 hours) of SPL to be used in case the employee is ill during that year.

**Section 3.** Employees may carry over no more than three (3) sick days (24 Hours) from year to year to a maximum annual amount of no more than nine (9) sick days (72 Hours).

**Leave of Absence**

**Section 1.** Leave of Absences will be granted as required by state and federal law.

**Section 2.** Any employee ordered to military duty shall be granted a leave of absence under the terms of the Universal Military Training and Selective Service Act.

**Section 3.** Any employee who is a member of a military reserve component and has a military training obligation shall be granted a maximum of fifteen (15) days of leave each calendar year when ordered to short tours of active duty for such purpose.

**Section 4.** Leave of absence for personal reasons may be granted.

**Section 5.** In the event of death of any member of their immediate family as hereafter defined, any employee shall be granted a leave of absence, with pay not exceeding four (4) days. In the case of other relatives, one day with pay shall be granted. Any additional absence from duty in the event of the death of any member of their immediate family may be deducted from any unused vacation period or taken without pay.

**Section 6.** For the purpose of this Agreement, the immediate family shall consist of wife, husband, domestic partners, children, stepchildren, parents, grandparents, parents-in-law, brothers or sisters, brothers in law, sisters in law, or any other family relative living in the employee's household.

**Section 7.** The Company agrees that regular employees who are required by law to report for jury duty shall be excused for their entire shift during the period of jury service. Company will compensate up to a total of 8 hours with pay for jury duty per year.

**Section 8.** Employees shall be given a reasonable amount of time with pay to vote.

**Section 9.** Employees selected by the Union as full time Union Representatives shall be granted leave of absence upon written application to the Company. Upon reinstatement from leave of absence the employee will be credited with seniority which shall accrue during such leave of absence.

## **ARTICLE XIX HEALTH AND WELFARE BENEFITS**

**Section 1.** The Company will provide for its active employees and dependents, health and welfare benefits including hospital, medical and life insurance, Company will notify CWA when changes are made.

Medical:	Blue Cross Plan, Aetna, Cigna, United, or another reputable provider with a similar coverage network Employee coverage paid at 100% Family Benefits available @ employee's cost
Dental:	Employee coverage paid at 75% Family Benefits available @ employee's cost
Eye	Employee coverage paid at 50%
Life Insurance	\$10,000 death benefit per Employee

**Section 2.** The Union will make available the CWA 401k Savings and Retirement Trust. **The Company will match each participating employee's contributions to the Union plan, up to four percent (4%) of the participating employee's Covered Compensation. If the Company increases its match for employees contributing to the Company's 401K plan to more than four percent (4%), the Company will increase its match for Union participating employees' contributions to the Union 401K, up to the match it provides to employees who participate in the Company 401K.** However, the Company will have no obligation to match the 401(k) contributions if the employee does not contribute to the 401(k). The Employer will not be required to make contributions to the 401K until such fund is established and set up by the Union and Direct Line employees are enrolled.

Note# 1: Employer will provide for the health and welfare benefits described above in Section 1 after the 1<sup>st</sup> of the month after 30 days of employment. The Employer will provide for the 401K benefits described above in Section 2 after three (3) months of employment.

## **ARTICLE XX BOOT ALLOWANCE**

**Section 1.** Direct Line will reimburse employees who present a receipt for the purchase of work boots. Employees will be reimbursed up to one hundred dollars (\$100.00) every twelve (12) months upon submission of a receipt.

## **ARTICLE XXI 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 work time.

**Section 2.** The Union may assist the Company in training bargaining unit employees.

## **JATC**

**Section 1.** The Company agrees to participate in the Joint Apprenticeship Training Program and shall be subject to the terms and conditions of this Collective Bargaining Agreement. In Oregon the company will cover the cost of the Apprentice Training/Classes. For classes starting after 6 months of service, the company will reimburse employees who are required to participate in an Apprentice Training program for workers as required by the State of Oregon. The employees will be reimbursed for the tuition cost of classes and subsequent classes while the employee remains employed by the Company. Reimbursement is contingent on the successful completion of the required training class(es).

**Section 2.** The Employer covered by this Agreement shall pay into the America Communications Contractor Association/Communications Workers of America Joint Apprenticeship Training Fund contributions in the amount of \$.25 for each regular hour worked by employees who are working **in** the 46 Northern California counties within classification and in the types of work covered by this Agreement which require apprenticeship fund contributions. The payments shall be made at the times and in the manner provided for by the Trust Agreement creating the ACCA/CWA Apprenticeship Training Fund, and each individual Employer is bound by the terms and condition of said Trust Agreement and any amendment or amendments thereto.

**Section 3.** The Board of Trustees of the ACCA/CWA Apprenticeship Training Fund will continue to have full control over the Apprentice Training Coordinator 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 4.** The normal length of the regular apprenticeship program will be thirty-six (36) months.

**Section 5.** Ratio: A qualified employer may employ one apprentice when such employee has at least one (1) journeyman regularly employed, and one additional apprentice for each (1) additional journeyman.

**Section 6.** Apprentices are not to be changed by the employer from the bracket to which they have been assigned by the ACCA/CWA Joint Apprenticeship Training Committee (JATC). An Apprentice should not be paid more than the amount applicable to the bracket in which the apprentice has been placed by the JATC. To be advanced from one bracket to another, in addition to the amount of time indicated for each bracket, certain criteria set by the committee must also be satisfactorily met. Commencing with the third bracket, all apprentices, both existing and new, will not be advanced to the fourth and subsequent brackets of apprenticeship until it is jointly determined by the Apprentice's Foreman, the owner of the Company for which the apprentice is working and the ACCA/CWA JATC that the apprentice has reached the level of expertise to be advanced to the next bracket.

**Section 7.** Employees participating in the Apprenticeship Program shall be paid according to the wage scale agreed upon on Form DAS 24. After completion of the normal length of the regular apprenticeship program (36 months), employees shall be paid at the top pay as described for Technician in Appendix A of the Collective Bargaining Agreement.

## **ARTICLE XXII**

### **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.** The Company agrees that protective devices to safeguard the health of employees and protect employees from injury will be provided.

**Section 3.** The parties agree that a joint safety committee, comprised of an equal number of Union and Management representatives, may meet to discuss, and recommend safety programs and procedures. The Company shall appoint the management representative and the Union shall appoint the Union representative.

**Section 4.** No employee shall be required to work in an area that may be hazardous to their health or safety. When an employee encounters a hazardous condition, they shall contact their management for further instructions.

### **ARTICLE XXIII**

#### **JOINT LABOR MANAGEMENT COMMITTEE**

**Section 1.** This Article establishes a Joint Labor Management Committee between the Company and the Union as more specifically described below (the “Committee”). The Committee shall serve to facilitate relations between the Company and the Union.

**Section 2.** The Committee shall be composed equal members of management and the union of at least two (2) individuals from the Company and at least two (2) individuals from the Union, which shall be designated, in writing, by each party.

**Section 3.** Meetings may be held at the request of either party at mutually agreeable times upon mutual request and generally will occur two (2) times a year or otherwise by mutual agreement. If the Parties agree additional meetings may be agreed to but are not required.

**Section 4.** The actions of the Committee or of the individual Committee members are not subject to the grievance procedure. Further, no action of the Committee or discussion shall replace the grievance procedure of this Agreement.



**ARTICLE XXIV**  
**FEDERAL AND STATE LAWS**

**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 this 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).

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**ARTICLE XXV**  
**EFFECTIVE DATE AND DURATION OF AGREEMENT**

**Section 1.** This contract shall become effective as of **January 1, 2023** and shall remain in effect **through December 31, 2026**. It is the intention of the parties with respect to the collective bargaining of future contracts replacing this or any subsequent wage, hours, and working conditions contract to conduct their negotiations thereon in such a manner as to reach a new agreement on or before the termination of this present Contract. This agreement is entered into this 3<sup>rd</sup> day of JUNE, 2023.

*COMMUNICATIONS WORKERS OF AMERICA - DIRECT LINE GLOBAL, LLC*




*A. Keith Gibbs*  
*President - CWA 9412*  
*Bargaining Chair*



*William Nelligan*  
*President - Direct Line Global, LLC*



*Art Behnam*  
*Exec. Vice President - CWA 9412*



*Adrian Acosta*  
*CWA Representative District 9*

## *Appendix A - Wage Scale*

### **Installer**

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Start	22.41	23.19	24.00	24.84
Level 1	23.16	23.97	24.81	25.68
Level 2	23.91	24.75	25.62	26.52
Level 3	24.64	25.50	26.39	27.31
Level 4	25.38	26.27	27.19	28.14
Level 5	26.15	27.07	28.02	29.00
Level 6	26.89	27.83	28.80	29.81
Level 7	27.64	28.61	29.61	30.65
Level 8	28.38	29.37	30.40	31.46
Level 9	29.14	30.16	31.22	32.31

### **Technician**

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Start	28.38	29.37	30.40	31.46
Level 1	29.14	30.16	31.22	32.31
Level 2	29.88	30.93	32.01	33.13
Level 3	30.62	31.69	32.80	33.95
Level 4	31.36	32.46	33.60	34.78
Level 5	32.13	33.25	34.41	35.61
Level 6	32.87	34.02	35.21	36.44
Level 7	33.61	34.79	36.01	37.27
Level 8	34.37	35.57	36.81	38.10

### **Technician II**

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Start	32.87	34.02	35.21	36.44
Level 1	33.61	34.79	36.01	37.27
Level 2	34.37	35.57	36.81	38.10
Level 3	35.11	36.34	37.61	38.93
Level 4	35.85	37.10	38.40	39.74
Level 5	36.60	37.88	39.21	40.58
Level 6	37.37	38.68	40.03	41.43

**Lead**

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Start	35.85	37.10	38.40	39.74
Level 1	36.60	37.88	39.21	40.58
Level 2	37.37	38.68	40.03	41.43
Level 3	38.09	39.42	40.80	42.23
Level 4	38.85	40.21	41.62	43.08
Level 5	39.57	40.95	42.38	43.86
Level 6	40.33	41.74	43.20	44.71

**Sr Lead**

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Start	38.86	40.22	41.63	43.09
Level 1	39.61	41.00	42.44	43.93
Level 2	40.33	41.74	43.20	44.71
Level 3	41.08	42.52	44.01	45.55
Level 4	41.82	43.28	44.79	46.36
Level 5	42.58	44.07	45.61	47.21
Level 6	43.32	44.84	46.41	48.03
Level 7	44.07	45.61	47.21	48.86
Level 8	44.80	46.37	47.99	49.67

**Advance Sr Lead**

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Start	48.56	50.26	52.02	53.84
Level 1	49.30	51.03	52.82	54.67
Level 2	50.04	51.79	53.60	55.48
Level 3	50.80	52.58	54.42	56.32
Level 4	51.54	53.34	55.21	57.14
Level 5	52.29	54.12	56.01	57.97
Level 6	53.04	54.90	56.82	58.81
Level 7	53.78	55.66	57.61	59.63

**IT Service Tech**

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Start	35.85	37.10	38.40	39.74
Level 1	36.60	37.88	39.21	40.58
Level 2	37.37	38.68	40.03	41.43
Level 3	38.09	39.42	40.80	42.23
Level 4	38.85	40.21	41.62	43.08
Level 5	39.57	40.95	42.38	43.86
Level 6	40.33	41.74	43.20	44.71

**IT Service Tech II**

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Start	38.86	40.22	41.63	43.09
Level 1	39.61	41.00	42.44	43.93
Level 2	40.33	41.74	43.20	44.71
Level 3	41.08	42.52	44.01	45.55
Level 4	41.82	43.28	44.79	46.36
Level 5	42.58	44.07	45.61	47.21
Level 6	43.32	44.84	46.41	48.03
Level 7	44.07	45.61	47.21	48.86
Level 8	44.80	46.37	47.99	49.67

**IT Service Lead Tech**

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Start	48.56	50.26	52.02	53.84
Level 1	49.30	51.03	52.82	54.67
Level 2	50.04	51.79	53.60	55.48
Level 3	50.80	52.58	54.42	56.32
Level 4	51.54	53.34	55.21	57.14
Level 5	52.29	54.12	56.01	57.97
Level 6	53.04	54.90	56.82	58.81
Level 7	53.78	55.66	57.61	59.63

**Note:** Effective in the first full pay period after ratification, and retroactive to January 1, 2023, wages for all bargaining unit classifications will be increased by five percent (5%) and shall increase three and one-half percent (3.5%) in each subsequent year of the contract, effective in the first full pay period of January of each year.

**Note 2:** For employees hired after ratification, the Apprentice job classifications (Apprentice Start – Apprentice Level 5) are eliminated, with the new progression being Installer Start through Installer 9.

Employees below Installer Level 6 will move to the next Installer Level on the following schedule if they achieve the months of service noted below by the end of the last day of the first full pay period in January or July:

<b>6 months service</b>	<b>Installer Level 1</b>
<b>12 months service</b>	<b>Installer Level 2</b>
<b>18 months service</b>	<b>Installer Level 3</b>
<b>24 months service</b>	<b>Installer Level 4</b>
<b>30 months service</b>	<b>Installer Level 5</b>
<b>36 months service</b>	<b>Installer Level 6</b>

**An employee may only move into higher position levels (Technician I and above) as such positions open and are posted. Such positions will be filled in management's discretion based on skills, ability and the negotiated evaluation process (if applicable), with preference given to employees in order by seniority.**

## ***Appendix B***

**Installer** - Knowledge and use of basic telecom hand tools. Must understand customer service. Clear understanding of job safety requirements. Be able to read and understand job floor plan. Should be familiar on wiring Schemes and wiring testing. Should be able to pull all types of low voltage cable. Should understand and be capable in performing field terminations and labeling. Reports to Operations Manager and take daily direction from Technician, Technician II, Lead Technician, Lead Senior Technician, Lead Advance Senior Technician, **Operations Manager, Project Engineer, Foreman, Superintendent, Assistant Project Manager, and Project Manager.**

**Technician** - Knowledge and use of basic telecom hand tools. Must understand customer service. Clear understanding of job safety requirements. Be able to read and understand job floor plan. Should be familiar on wiring Schemes and wiring testing. Should be able to pull all types of low voltage cable. Should understand and be capable in performing field terminations and labeling. Capable of maintaining orderly paperwork, capable of running service jobs. Possess skill to layout MDF and IDF closets, be able to dress all types of cable and perform all types of terminations. Capable of working in Data Centers. Shall be able to install ladder racking and seismic bracing both above and under raise floor. Basic understanding of both copper and fiber cable testing and trouble shooting. **Reports to Operations Manager Project Engineer, Foreman, Superintendent, Assistant Project Manager or Project or Program Manager and takes daily direction from Technician II, Lead Technician, Senior Lead Technician, and Advance Senior Lead Technician.**

**Technician II** – Knowledge and use of basic telecom hand tools. Accept responsibility of outcome of work performed. Must understand customer service. Clear understanding of job safety requirements. Be able to read and understand job floor plan. Should be familiar on wiring Schemes and wiring testing. Should be able to pull all types of low voltage cable. Should understand and be capable in performing field terminations and labeling. Capable of maintaining orderly paperwork, capable of running midsize projects and service jobs. Possess skill to layout MDF and IDF closets, be able to dress all types of cable and perform all types of terminations. Capable of working in Data Centers. Shall be able to work on analog, DSL and be able extend T1 lines. Be able to patch network equipment. Basic understanding of both copper and fiber cable testing and trouble shooting. **Reports to Operations Manager, Project Engineer, Foreman, Superintendent, Assistant Project Manager or Project or Program Manager and takes daily direction from Lead Technician, Senior Lead Technician, and Advance Senior Lead Technician.**

**Lead Technician** – Knowledge and use of basic telecom hand tools. Must be capable of leading a crew **of up to and including 8 technicians.** . Must understand customer service, perform job walks and communicate with customer for job requirements. Accept responsibility of outcome of work performed perform by them and/or by employee that

directly report to them. Clear understanding of job safety requirements. Be able to read and understand job floor plan. Should be familiar on wiring Schemes and wiring testing. Should be able to pull all types of low voltage cable. Should understand and be capable in performing field terminations and labeling. Capable of maintaining orderly paperwork, capable of running midsize to large projects and service jobs. Possess skill to layout MDF and IDF closets, be able to dress all types of cable and perform all types of terminations and should include basic understanding of Fiber equipment, all types fiber cable and fiber terminations. Basic understanding of both copper and fiber cable testing and trouble shooting. Capable of working in Data Centers. Shall be able to work on analog, DSL and be able extend T1 lines. Be able to patch network equipment. **Reports to Operations Manager, Project Engineer, Foreman, Superintendent, Assistant Project Manager or Project or Program Manager and takes daily direction from Senior Lead Technician and Advance Senior Lead Technician.**

**Senior Lead Technician** – Knowledge and use of basic telecom hand tools. Must be capable of leading multiple crews (up to **and including 16** Technicians). Must understand customer service, perform job walks and communicate with customer for job requirements. Accept responsibility of outcome of work performed perform by them and/or by employee that directly report to them. Clear understanding of job safety requirements. Be able to read and understand job floor plan. Should be familiar on wiring Schemes and wiring testing. Should be able to pull all types of low voltage cable. Should understand and be capable in performing field terminations and labeling. Capable of maintaining orderly paperwork, capable of running midsize to large projects and service jobs. Possess skill to layout MDF and IDF closets, be able to dress all types of cable and perform all types of terminations and should include basic understanding of Fiber equipment, all types fiber cable and fiber terminations. Basic understanding of both copper and fiber cable testing and trouble shooting. Capable of working in Data Centers. Shall be able to work on analog, DSL and be able extend T1 lines. Be able to patch network equipment. **Reports to Operations Manager, Project Engineer, Foreman, Superintendent, Assistant Project Manager or Project or Program Manager and takes daily direction from Advance Senior Lead Technician.**

**Advance Senior Lead** - Reports to Operations Manager, **Project Engineer, Foreman, Superintendent, Assistant Project Manager or Project or Program Manager.** Must be capable of leading multiple crews. Capable of any size installation or moves and changes. Capable of installing any type of structured or non-structure cabling system. Capable of doing multiple pair copper splicing. Knowledge, understanding and implementation of Fiber optic installation, terminations, splicing and testing. Be able to download test results and work with technicians to verify correct results. Knowledge in providing reliable estimates/quotes to customers. Advanced customer relations.



## **Managed Services Job Descriptions**

### **IT Service Tech**

**Knowledge of basic data center environments and technologies. Must understand installing, monitoring, and maintaining data center server and switch hardware. Has some experience working within different ticketing systems. Basic knowledge of CLI and CLI commands (e.g., ping, sel, ifconfig). Basic knowledge of server components (e.g. CPU, memory, hard drives, motherboards, network cards). Working experience with the installation of standard cabling technologies and rack infrastructure. Reports to manager and takes direction from Technician II and Lead Technician.**

### **IT Service Tech II**

**In-depth knowledge of data center environments and technologies. Clear understanding of installing, monitoring, and maintaining data center server and switch hardware. Experience working with various ticketing systems. Moderate experience running hardware diagnostics and troubleshooting via CLI commands. Some experience managing return merchandise authorization process on failed hardware and/or components. Should have experience upgrading internal system components, including (but not limited to) CPUs, memory, hard drives, and network cables. Capable of working with minimal supervision and takes initiative regarding ticket queues. Good knowledge base of hardware errors and associated hardware. Reports to Manager and takes daily direction from Lead Technician.**

### **IT Service Lead Tech**

**Extensive knowledge of data center server environments and technologies. Experience leading teams within a data center operations environment. Extensive experience installing, monitoring, and maintaining data center server and switch hardware. Capable of maintaining inventory systems, providing updates on inventory levels, and performing quarterly cycle counts. Capable of performing quality assurance audits. Has moderate to advanced experience working within Unix/Linux CLI interface as well as Sonic network operating system. Experience with system diagnostics and network troubleshooting. Should be able to attend design/build review meetings and willing to respond to operational escalations/emergencies. Capable of documenting processes and logging status updates within ticketing systems. Capable of working with minimal supervision. Reports to Project/Operations Manager.**

## ***Appendix C***

### **DUES DEDUCTION CARD**

_____ (Last Name)	_____ (First Name)	_____ (Middle Initial)
_____ (Department)	_____ (Title)	_____ (Address)

*Communications Workers of America*  
**AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES PAYABLE  
TO COMMUNICATIONS WORKERS OF AMERICA**

*I hereby authorize and direct*

\_\_\_\_\_  
*to deduct from my pay each month, beginning in the month of*

\_\_\_\_\_, \_\_\_\_\_

*Regular monthly Union dues and one initiation fee in the amount certified by the Secretary-Treasurer of the Communications Workers 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 duty and if my leave of absence was not greater than one month, dues not deducted during that absence will also be deducted in the first regular dues deduction period following my return to duty.*

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

*This authorization may be cancelled by me upon written notice to the Company. This deduction may be cancelled 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.*

\_\_\_\_\_  
*Dated*

\_\_\_\_\_  
*(Signature of Employee-Member)*

\_\_\_\_\_  
*Residence (Number and Street)*

\_\_\_\_\_  
*(City and State)*

\_\_\_\_\_  
*(Zip Code)*

