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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 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 III**

#### ***Union Status and Rights***

**Section 1.**     Stewards - *The Union will notify 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.**     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 Employer's premises. A steward shall sustain no loss of pay while administering this Agreement.*

*A Union steward or one member of a 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 4.**     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 begin as soon as possible after receipt of the signed authorization card in accordance with the Company’s normal payroll procedures. Samples of deduction authorization cards are included in Appendix A 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 period or 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.*

*Any dues delinquency which accrues during such three-month period or any extension of such period while employees 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.*

**ARTICLE IV (Cont.)**

**Section 3.** *When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations 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 4.** *When an employee who has authorized the Company to deduct Union dues is temporarily promoted or transferred to a no-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 form from the employee.*

*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 5.** *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 dues rate or amount will be deducted from future wage payments in accordance with the Company's regular payroll practice.*

**ARTICLE IV (Cont.)**

**Section 6.** *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, department code, title code, force add and loss code, hourly rate and base pay hours or weekly base wage, commission (if applicable), net credited service date, residence address including zip code and phone number, birth date, amount of monthly dues deducted, amount of advance dues deducted, total amount of deductions for the month, or if no deduction was 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).*

*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.*

**Section 7.** *The employer agrees to furnish the Secretary of the Local a roster of all employees' names, addresses, social security numbers, dates of employment, dates of birth, rates of pay, currently weekly dues and rate and job classifications. The list is to be submitted each month, not later than ten (10) days following the first of the month.*

**ARTICLE V**

**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 determine the selection of hours of work, vacations, and transfers and for training and promotions.*

**Section 3.** *If a reduction in force is necessary, employees shall be laid off by inverse seniority.*

**Section 4.** *Recall shall be by seniority and seniority shall accumulate during layoffs.*

**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 lay-off. If there is a break in service, an employee's service will be bridged after 5 years.*



## **ARTICLE VI**

### **Grievance & 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 provision 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 grievance as to the interpretation or performances of the term 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 (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 the 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.1., 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*

**ARTICLE VI (Cont.)**

*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.*
- 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 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 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 the grievance be settled in the Union's favor.*

**Section 4.** *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.*

**Section 5.** *In the event that any employee chooses to present a grievance on his or her behalf, rather than through the Union, the Company will advise the local Union Representative 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 VII**

### ***Discipline and Discharge***

**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 6.*

**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.** *When an employee is trending toward disciplinary action for job performance, for example attendance, quality, quantity, etc., management will involve the Union and solicit its input and assistance.*

**Section 4.** *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 5.** *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 6** *When new or additional employees are needed the Company shall notify the Union.*

**Section 7.** *New employees of the Bargaining Unit, who fall under this agreement, shall be considered probationary until they have completed (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 shall 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 or layoff of a probationary employee.*

## **ARTICLE VIII**

### ***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 or ownership.*

**Section 3.** *Before any sale, assignment, transfer or any other change in ownership and/or names made by the Employer, the new ownership shall be fully informed as to all terms and conditions of this Agreement.*

## **ARTICLE IX**

### ***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.*

## **ARTICLE X**

### ***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 ten (10) hours four (4) days a week.*

**Section 2.** *The normal hours of work shall begin between 6:00 a.m. and 5:00 p.m. with an appropriate lunch period. Any employee who starts work before or after the normal hours of work shall be paid a shift differential of 10% for the hours worked that day.*

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

**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 meal period in addition to working the number of hours in his 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. If an employee agrees to work through their lunch, the employee will be compensated at time and one half.*

**Section 5.** *If there is any conflict between employees as to the choice of tours, senior employees shall be given their preference.*

**Section 6.** *Sunday shall be treated as a premium day and all time worked will be paid for at double time the regular rate of pay, irrespective of the number of hours worked during that week.*

**ARTICLE X (Cont.)**

**Section 7.** *All employees will be paid at one and one-half (1 1/2) times the regular rates of pay for all time worked in excess of eight (8) hours in one tour of duty. The exception being anyone working a ten (10) hour tour of duty.*

(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. The Company will provide forty-eight (48) hours notice for all non-emergency mandatory overtime.*

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

(a) *Be excused all or part of his regular tour; or*

(b) *Work all or part of his regular tour at time and one-half (1-1/2) rate of pay.*

**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 1:00P.M. and shall be compensated by increasing the hourly wage rate 10% paid to such employees for the entire tour.*

**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 one Time and one-half (1-1/2). For purposes of this Article, hours of work shall include travel time to and from the job location.*

**ARTICLE X (Cont.)**

**Section 13.** *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 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.*

**Section 14.** *The Company shall pay Bargaining Unit employees a daily compensation of \$20.00 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.*

**ARTICLE XI**

***Wages***

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

## **ARTICLE XII**

### ***Travel Time, Conditions and Expenses***

**Section 1.** *The Company will designate a place for each employee as his/her permanent reporting location at the beginning of this contract, or at the time of his/her 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 leased facility.*

**Section 2.** *Travel time spent by an employee in excess of the time it takes to travel to and from the permanent reporting location 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 his/her motor vehicle for Company use, he/she 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 also 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 per diem at the federal rate that applies for the travel city.*

**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 his/her home and the job site at the start and completion of the assignment, and every third weekend of such assignments.*



## ***ARTICLE XIII***

### ***Vacations***

**Section 1.** *Vacations shall be granted according to the following schedule and selected on the basis of seniority:*

<u><i>Length of Service</i></u>	<u><i>Amount of Vacation</i></u>
<i>1 year but less than 2 years</i>	<i>1 week</i>
<i>2 years but less than 7 years</i>	<i>2 weeks</i>
<i>7 years but less than 15 years</i>	<i>3 weeks</i>
<i>15 years</i>	<i>4 weeks</i>

*One (1) additional week for each five (5) years of service over twenty (20) 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 employee's option.*

**Section 3.** *Vacation selection period will be November 1<sup>st</sup> through December 15<sup>th</sup> each year. Selection will be done by seniority within the vacation selection period. Any vacation request outside of the vacation selection period will be handled on a 1<sup>st</sup> come 1<sup>st</sup> served basis.*

**Section 4.** *An employee may carry-over a maximum of 160 hours of vacation. Once the employee reaches 160 hours of vacation, he/she will be paid out for vacation time accrued over 160 hours.*

**Section 5.** *When an employee is granted an extra week of vacation per their years of service, the employee will receive the extra week on their hire date.*

**Section 6.** *An employee, who leaves the company, will be paid in lieu of all vacation he/she has accrued but has not used in the vacation year.*

**ARTICLE XIV**

**Holidays**

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

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Martin Luther King</i>	<i>Thanksgiving Day</i>
<i>President's Day</i>	<i>Day After Thanksgiving</i>
<i>Memorial Day</i>	<i>Christmas</i>
<i>Independence Day</i>	<i>One Company holiday</i>

**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.**     *The one company holiday, the employee shall designate.*

## **ARTICLE XV**

### ***Sick Leave/Leave of Absence***

**Section 1.** *Sick leave shall be on a calendar year basis, from January 1 to December 31, inclusive. An employee will become eligible for sick leave with pay after he/she has been continuously employed by the Company for six (6) months. After the first six (6) months, the employee will be entitled to one sick day for every two months employed for the remaining calendar year. Thereafter, the employee shall accrue sick leave on the basis of one (1) day for every two (2) months. Eligible employees will begin each calendar year with six (6) sick days.*

**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 mandatory training obligation shall be granted a maximum of fifteen (15) days leave each calendar year when ordered to short tours of active duty for such purpose. In such event, the Employer will pay to such employee the difference, if any, between his/her military pay and base pay which he would have received if he had continued within the service of the Employer for such period not to exceed fifteen (15) days. Such differential pay shall apply to only one (1) fifteen (15) day period in each calendar year.*

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

**Section 5.** *In the event of a death of any member of his/her immediate family, as hereinafter defined, any employee shall be granted a leave of absence, with pay 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 his/her immediate family shall be deducted from any accrued vacation period or taken without pay.*

**ARTICLE XV (Cont.)**

**Section 6.** *For the purpose of this Agreement, the immediate family shall consist of wife, husband, domestic partners, children, step-children, 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 and shall be paid wages at their regular rate of pay for the time absent. The employee will be compensated up to 5 days with pay for jury duty per year.*

**Section 8.** *Employees shall be given a reasonable amount of time off, 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's Director of Operations. Upon reinstatement from leave of absence the employee will be credited with seniority which shall accrue during such leave of absence.*

**ARTICLE XVI**

***Health and Welfare Benefits***

**Section 1.** *The Company will provide for its employees and dependents, health and welfare benefits including hospital, medical, and life insurance, 401k, profit sharing and pension.*

<i>Medical</i>	<i>Kaiser Employee coverage paid at 100% Benefit Advantage (supplement)</i>
<i>Dental</i>	<i>Delta Dental (Basic) Current plan 2 cleanings per year</i>
<i>Vision Coverage</i>	<i>Coverage at 100%</i>
<i>401K Plan</i>	<i>Company pays 2% of gross check</i>
<i>Life Insurance</i>	<i>\$50,000 death benefit per Employee</i>

## **ARTICLE XVII**

### **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.*

**Section 3.** *The Company agrees to participate in the Joint Apprenticeship Program, and shall be subject to the terms and conditions of this Collective Bargaining Agreement. For the purposes of participation in the Joint Apprenticeship Program, Article 8.2D, G, 8.3B and C, shall be excluded.*

**Article A.** *Each individual 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 \$.20 for each hour worked by employees who are working within classifications 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 all the terms and conditions of said Trust Agreement and any amendment or amendments thereto.*

**Article B.** *The Board of Trustees of the ACCA/CWA Apprenticeship Training Fund will continue to have full control over the Director of Apprentice Training and control of all the finances and pay all expenses from the Apprenticeship Trust Fund. Certain insurance's 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.*

**ARTICLE XVII (Cont.)**

Article C. *The normal length of the regular apprenticeship program will be thirty six (36) months.*

Article D. *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.*

*EXAMPLE: If the Company has 10 journeyman employed, it can  
Have from 1 to 10 apprentices employed (up to 10).*

Article E. *Apprentices are not to be changed by the employer from the bracket to which they have been assigned by the ACCA/CWA Joint Apprenticeship Committee (JAC). An Apprentice should not be paid more than the amount applicable to the bracket in which the apprentice has been placed by the JAC. 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 JAC that the apprentice has reached the level of expertise to be advanced to the next bracket.*

Article F. *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 (48 months), employees shall be paid at the top pay as described for Technician in Appendix A of the Collective Bargaining Agreement.*

## **ARTICLE XVIII**

### ***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. The safety committee shall meet quarterly or earlier if a safety need necessitates it.*

**Section 4.** *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/she shall contact their supervisor for further instructions.*



**ARTICLE XIX**

***No Strike***

*The Union agrees that during the term of this Agreement neither the Union, nor its agents, nor its members; will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown or strike. The Company agrees that during the same period there shall be no lockouts. The Company further agrees that no employee covered by the Agreement shall be required to cross a picket line in the course of his/her employment.*

**ARTICLE XX**

***Federal or 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).*

**ARTICLE XXI**

***Effective Date and Duration of Agreement***

**Section 1.** *This contract shall become effective as of July 1, 2019 and shall remain in effect for an initial period of 5 years (5) years to and including June 30, 2024, and shall continue in effect thereafter until terminated by written notice given by the Union expressly stating its intention to terminate this Agreement, in which case shall be terminated 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 of the Union to terminate this Agreement as specified above, the Union 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, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019*

**COMMUNICATIONS WORKERS OF AMERICA**

**PIMENTEL**

\_\_\_\_\_  
*A. Keith Gibbs  
President, CWA Local 9412  
Bargaining Chair*

\_\_\_\_\_  
*Paul Pimentel Jr  
President*

\_\_\_\_\_  
*Louie Rocha  
CWA Representative District 9*

## ***Appendix A***

Installer				Tech III			
	2016	2017	2018		2016	2017	2018
Step 1	\$ 17.00	\$ 17.51	\$ 18.04	Step 1	\$ 26.00	\$ 26.78	\$ 27.58
Step 2	\$ 17.50	\$ 18.04	\$ 19.12	Step 2	\$ 26.78	\$ 27.58	\$ 28.41
Step 3	\$ 18.00	\$ 18.54	\$ 19.10	Step 3	\$ 27.58	\$ 28.41	\$ 29.26
Step 4	\$ 18.50	\$ 19.06	\$ 19.63	Step 4	\$ 28.41	\$ 29.26	\$ 30.14
Step 5	\$ 19.00	\$ 19.57	\$ 20.16	Step 5	\$ 29.26	\$ 30.14	\$ 31.04
Step 6	\$ 19.50	\$ 20.09	\$ 20.70	Step 6	\$ 30.14	\$ 31.04	\$ 31.97
Step 7	\$ 20.00	\$ 20.60	\$ 21.22	Step 7	\$ 31.04	\$ 31.97	\$ 32.93
Step 8	\$ 20.50	\$ 21.12	\$ 21.75	Step 8	\$ 31.97	\$ 32.93	\$ 33.92
Step 9	\$ 21.00	\$ 21.63	\$ 22.28	Step 9	\$ 32.93	\$ 33.92	\$ 34.94
Tech II				Senior Tech			
	2016	2017	2018		2016	2017	2018
Step 1	\$ 20.00	\$ 20.60	\$ 21.22	Step 1	\$ 32.00	\$ 32.96	\$ 33.95
Step 2	\$ 20.60	\$ 21.22	\$ 21.86	Step 2	\$ 32.96	\$ 33.95	\$ 34.97
Step 3	\$ 21.22	\$ 21.86	\$ 22.52	Step 3	\$ 33.95	\$ 34.97	\$ 36.02
Step 4	\$ 21.86	\$ 22.52	\$ 23.20	Step 4	\$ 34.97	\$ 36.02	\$ 36.50
Step 5	\$ 22.52	\$ 23.20	\$ 23.90	Step 5	\$ 36.02	\$ 36.50	\$ 37.60
Step 6	\$ 23.20	\$ 23.90	\$ 24.62	Step 6	\$ 36.50	\$ 37.60	\$ 38.73
Step 7	\$ 23.90	\$ 24.62	\$ 25.36	Step 7	\$ 37.60	\$ 38.73	\$ 39.89
Step 8	\$ 24.62	\$ 25.36	\$ 26.12	Step 8	\$ 38.73	\$ 39.89	\$ 41.09
Step 9	\$ 25.36	\$ 26.12	\$ 26.90	Step 9	\$ 39.89	\$ 41.09	\$ 42.32

**Section 1.**     *The wage scale shall increase by 3% each July 1<sup>st</sup> of this agreement.*

**Section 2.**     *Members who are promoted to a higher job classification will receive a minimum increase of one dollar (\$1.00) and slotted into appropriate in accordance with \$1.00 minimum raise.*

## **Appendix B**

### **CABLE INSTALLER**

*Duties include but are not limited to: Under instruction install, repair, troubleshoot, identify and isolate problems, CCTV/Video and other integrated systems including running and terminated cabling, patching, and all work associated with cable installation, etc. Help assist installing hardware associated with the systems being installed. Works in MDF/IDF environments, Closet build-outs, ladder tray, and basket tray install, etc.*

### **TECHNICIAN II**

*Under instruction install, repair, trouble shoot, identify and isolate problems, CCTV/Video and other integrated systems including running and terminating cabling, patching, and all work associated with cable installation, etc. Help assist installing hardware associated with the systems being installed. Works in MDF/IDF environments, Closet build-outs, ladder tray, and basket tray install, etc. Reads blueprints and works independently when needed but still managed. Able to test all cabling.*

### **TECHNICIAN III**

*Under instruction install, repair, troubleshoot, identify and isolate problems, CCTV/Video and other integrated systems including running and terminated cabling, patching, and all work associated with cable installation, etc. Help assist installing hardware associated with the systems being installed. Works in MDF/IDF environments, Closet build-outs, ladder tray, and basket tray install, etc. Reads blueprints, completes as-built documentation, status reports, test downloads for warranty and able to submit to management, project progress reports, daily write ups, emails, schedules work and material with office.*

### **SENIOR/LEAD TECHNICIAN**

*Under instruction install, repair, trouble shoot, identify and isolate problems, CCTV/Video and other integrated systems including running and terminated cabling, patching, and all work associated with cable installation, etc. Help assist installing hardware associated with the systems being installed. Works in MDF/IDF environments, Closet build-outs, ladder tray, and basket tray install, etc. Run a crew. Reads Blueprints, completes as-built documentation, status reports, test downloads for warranty and able to submit to management, project progress reports, daily write-ups, emails, schedules work and material with office. Ability to write routine reports and correspondence. Ability to speak effectively before groups and customers or employee of organization.*

## ***Appendix C***

### *DUES DEDUCTION CARD*

<i>(Last Name)</i>	<i>(First Name)</i>	<i>(Middle Initial)</i>
<i>(Department)</i>	<i>(Title)</i>	<i>(Address)</i>

*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 therefor.*

*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 Address* \_\_\_\_\_  
*(Number and Street) (City and State) (Zip Code)*