

AGREEMENT

BETWEEN

RFI Communications



AND

COMMUNICATIONS WORKERS OF AMERICA
LOCAL 9412



2023

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ARTICLE – 1 – PREAMBLE

This Collective Bargaining Agreement (“Agreement”) is entered into by and between RFI ENTERPRISES, INC. (“RFI” or “Company”), and the COMMUNICATIONS WORKERS OF AMERICA, LOCAL 9412, AFL-CIO (“Union”) and will operate to establish uniform wages, hours, and working conditions as hereinafter defined for all of the Company’s employees included in the voluntarily recognized unit as specifically defined in Article 2, Recognition, below.

ARTICLE – 2 – RECOGNITION

The Company recognizes the Union as the exclusive representative of all regular full-time and part-time employees whose individual Job Classifications/Requirements are set forth in Appendix A hereto employed by the Company at the following facilities: 360 Turtle Creek Road., San Jose, CA, 95125; 1433 N. Market Blvd, Suite 1, Sacramento, CA, 95834; and 3450 Arden Road, Hayward, CA, 94545. The term “employee” as used in this Article does not include office, clerical, administrative, confidential and/or other employees, security guards, supervisors and/or anyone else specifically excluded under Section 2 of the National Labor Relations Act (“NLRA”).

The Company and the Union will make certain that their duly designated representatives are familiar with the terms of this Agreement. In order to foster mutual respect and promote a harmonious relationship with Company employees and each other, neither the Union nor the Company will do or say anything to denigrate the other party and/or interfere with each other’s internal business affairs. Additionally, neither the Company nor the Union will interfere with the right of any employee to or not to join and/or assist the Union.

As used in this Agreement, all references to gender such as “he”, “him”, “his”, “they”, “them”, “theirs” will apply equally to both sexes and all genders.

ARTICLE – 3 – NO DISCRIMINATION

Neither the Company nor the Union will discriminate against any employee because of race, creed, color, religion, sex, age, ancestry, pregnancy or related medical condition, marital status, sexual orientation, gender identity, gender expression, medical condition, disability, veterans’ status, political belief, national origin, union activity or lack thereof, or any other basis prohibited by federal, state or local law, ordinance and/or regulation.

ARTICLE – 4 – NO STRIKE AND NO LOCKOUT

The Union agrees that there will be no strikes, picketing, slowdowns or boycotts by the Union or its agents, representatives or supporters against the Company during the life of this Agreement. The Company also agrees that there will be no lockouts during the life of this Agreement.

ARTICLE – 5 – HIRING

Section 1. In the event that the Company identifies a need for additional employees covered by the Recognition Article above, it may obtain applicants from any available source, including notice to the Union, who may also refer potential applicants for the vacancy to the Company for consideration. The Company will be the sole judge of the qualifications of the applicant to perform the job to the Company's standards. The first ninety (90) calendar days following the hire date of any new employee will be an "introductory period" during which the employee may be discharged without any recourse to arbitration as set forth in Article 10, Grievance and Arbitration Procedure, below.

Section 2. The Company will provide the Union with all pertinent contact information for any employee as described above who successfully completes their "introductory period" within five (5) working days of the conclusion of that period. The Company also agrees to provide the Union with the name of any employee it may decide to terminate who is still within their pertinent "introductory period" within five (5) working days of same. For purposes of this Article, the parties agree that there will be five (5) "working days" per calendar week.

Section 3. In the event that the Company identifies a need for either a new classification or new job description to meet competition, address new technological advancement in the industry or any other reason, it will notify the Union regarding same and, thereafter, meet and confer in good faith with the Union regarding the issue, including, where applicable, appropriate compensation for the new classification or job description.

ARTICLE – 6 – COMMUNICATION AND PROBLEM SOLVING

Section 1. When operational changes are being considered in a work area that will significantly affect the working conditions of one or more employees, the Company will communicate these anticipated changes and the reasons for them to the appropriate Union representative and solicit any input to improve the effectiveness for all concerned. This communication will generally occur not less than ten (10) calendar days in advance of the effective date of such anticipated changes. In matters requiring immediate implementation, the minimum time frame will not apply.

Section 2. As mentioned in Article 7, Discipline and Discharge, below, when an employee is trending toward disciplinary action for job performance, for example, attendance, quality, quantity, etc., the Company will notify the Union representative and thereafter the parties will work together to identify and correct the employee's behavior in order to prevent it from recurring.

Section 3. Whenever a Union representative identifies an issue or dispute in the work area, they will notify the appropriate Company representative after which a good faith effort will be made by both parties to resolve the problem before it may rise to the level of formal processing under both Article 7, Discipline and Discharge, and Article 10, Section 2, First Step, Grievance and Arbitration Procedure, below.

ARTICLE – 7 – DISCIPLINE AND DISCHARGE

The Company has the right to discipline and/or discharge employees and agrees that, in the exercise of its right in this regard, no employee will be subject to either discipline or discharge without just cause. In this regard, the Company and the Union are committed to timely, open and honest communication between themselves, their representatives, including pertinent Company manager(s), the Union Representative and the employees covered by this Agreement with the mutual goal of working jointly together in an informal manner to identify and resolve any issues, including those involving an employee who may be trending toward disciplinary action as set forth in Article 6, Communication and Problem Solving, above, before they rise to the level of formal processing under this Article as well as Article 10, Grievance and Arbitration, below.

ARTICLE – 8 – LAYOFF AND RECALL

Section 1. In the event the Company determines that it may need to lay off employees within the same job classification set forth in Appendix A of this Agreement, it will do so in reverse seniority order within the particular classification, unless, following good faith discussions with the Union for concurrence.

Section 2. Following any layoff, the Company will recall employees in seniority order within the particular classification, unless, following good faith discussions with the Union for concurrence.

Section 3. Employees receiving a notice of recall from the Company from any layoff to active status who do not report back to work within seventy-two (72) hours of their receipt of that notice will have their seniority broken pursuant to Article 11, Seniority, Section 2 (c), below.

ARTICLE – 9 – PROMOTIONS

Promotions of employees within the job classifications set forth in Appendix A hereto will be based upon their relative seniority within the job classification only if the Company concludes that the qualifications, skills and abilities of the particular candidates for promotion to perform the duties of the position to the Company's standards are the same. Any employee promoted under this Article who, at any point during their first three (3) months in the new position, notifies the Company of their desire to be returned to their former position, will be returned to that position with no loss of seniority, pursuant to Article 11, Seniority, Section 2 (d), below.

ARTICLE – 10 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The parties mutually agree that all disputes which may arise concerning the interpretation and application of this Agreement or any dispute arising under it including, but not limited to, those involving working conditions, discipline, discharge, health, safety, hours of work, wages and/or benefits will be resolved by them under this Grievance and Arbitration Procedure.

Section 2. Processing of grievances will occur, to the extent possible, during working time and, if the grievance concerns an employee, they will not have the opportunity to be present at each step of the procedure. Time limits set forth in this Article may be extended or reduced only by written mutual agreement of the parties. Failure by the party filing the grievance to comply with the time limits herein constitutes a withdrawal of the grievance with prejudice. Failure by the party receiving the grievance to comply with the time limits herein will result in the grievance being granted in favor of the party filing it. Grievances withdrawn by either party prior to arbitration will be considered as withdrawn without prejudice to their position on a similar future matter.

First Step:

As mentioned in Article 6, Communication and Problem Solving, above, any issue arising under this Agreement will be immediately taken up between the Company and the Union Representative, who will use their best efforts to resolve it. However, if their efforts are unsuccessful, the grievance will be referred to the Second Step of the grievance procedure by filing it in writing on a mutually agreeable form attached to this Agreement as Appendix B, setting forth the basis for the grievance, the specific Article(s) alleged to have been violated, the remedy sought and the name(s) of those involved.

Second Step:

No later than ten (10) working days after the filing of the written grievance, the Company and the Union will meet personally and use their best, good faith efforts to resolve it. However, if the grievance is not satisfactorily resolved in this meeting, the party receiving the grievance will provide a written response to the party aggrieved setting forth its reason(s) for denying the grievance within five (5) working days of the Second Step meeting. Following receipt of this written response, the party aggrieved may appeal the matter to the Third Step by requesting Arbitration within the time limits set forth below.

Third Step:

Within thirty (30) calendar days from receipt of the written Second Step response, the party aggrieved will provide written notice to the other party of their intent to request arbitration.

Section 3. Where a grievance has been properly and timely referred to arbitration, the parties' will first attempt to voluntarily agree upon an arbitrator to hear and decide the matter. However, if the parties are unsuccessful in reaching voluntary agreement on an arbitrator, they will make a request to the Federal Mediation and Conciliation Service ("FMCS") for a panel of seven (7) arbitrators. Upon receipt of the panel list, the parties will again attempt to voluntarily agree on one name from the list. Failing that, they will then flip a coin and the winner will make the first strike from the list after which the parties will alternately strike names until only one remains who will become the designated arbitrator to decide the matter. Any cost of ordering the panel list from FMCS will be split between the parties.

The parties may agree to hold the hearing either virtually or in person at a mutually-agreeable date and time. Any disputes arising between the parties regarding any scheduling details will be resolved by the designated arbitrator.

The arbitrator will hear and decide the grievance referred. The arbitrator's decision will be final and binding on the parties and, in deciding the matter, the arbitrator will have no authority to modify, amend, change, alter or waive any provision of this Agreement. Upon prior agreement of the parties, the arbitrator may render an oral bench award following the closing of the record. All testimony in the hearing will be under oath and, if either party desires, reported and transcribed.

The arbitrator's decision will be in writing, signed and delivered to the parties. All costs of the arbitration including, but not limited to, arbitrator fees and expenses, will be split equally by the parties and each side will be responsible for its own attorney's fees.

ARTICLE – 11 – SENIORITY

Section 1. Seniority will be defined as the total length of service of an employee for the Company within their pertinent job classification as set forth in Appendix A hereto, without a break in service as defined below. In case more than one employee is hired by the Company in the same job classification on the same date, the employee with the highest last four (4) digits in their Social Security number will have higher seniority. The seniority of newly-hired employees who successfully complete the pertinent “introductory periods” in their job classifications specified in Article 5, Hiring, above, will be calculated from their original date of hire.

Section 2. Seniority will be broken for any of the following reasons:

- (a) Voluntary termination (i.e., quitting). Employees who leave the employ of the Company for six (6) months or less and return to a bargaining unit position will continue their seniority from the original date of hire. Employees who leave the employ of the Company for longer than six (6) months and return to a bargaining unit position in which they work continuously for five (5) years will have their seniority bridged to their original terms of service;
- (b) Discharge for just cause;
- (c) Failure to report back from an approved leave of absence or notice of recall from layoff, pursuant to Article 8, Layoff and Recall, above, within seventy-two (72) hours without Company approval; and/or
- (d) Acceptance of a supervisory or other non-bargaining unit position as set forth in Article 2, Recognition, above. Employees who accept a supervisory or other non-bargaining unit position for six (6) months or less and then return to a bargaining unit position will continue their seniority from the original date of hire. Employees who remain in their supervisory or other non-bargaining unit position for longer than six (6) months before returning to a bargaining unit position in which they work continuously for five (5) years will have their seniority bridged to their original terms of service.

Section 3. The Company will provide the Union with a copy of the operative Seniority Lists for each of the job classifications set forth in Appendix A hereto within ten (10) days of the effective date of this Agreement.

Section 4. Employees are responsible for keeping the Company informed of their current contact information. Any unresolved issue regarding this Article may be submitted to Article 10, Grievance and Arbitration Procedure, above.

ARTICLE – 12 – MANAGEMENT RIGHTS

The parties agree that it is the sole right and duty of the Company to manage and direct its operations and employees and, therefore, recognize that all rights, powers and authority in connection therewith are vested solely and exclusively in the Company, except as specifically limited by the express language of this Agreement.

ARTICLE – 13 – UNION SECURITY

It will be a condition of employment that all employees covered by this Agreement who are already members of and in good standing with the Union on the effective date of this Agreement will either remain members in good standing with the Union or become agency fee payers to the Union. It will also be a condition of employment that all employees covered by this Agreement who are hired on or after the effective date of this Agreement will, not later than the 30th day following the beginning of such employment, become and remain members in good standing of the Union or become agency fee payers to the Union.

ARTICLE – 14 – DUES CHECK OFF

Section 1. Upon receipt of a “dues deduction authorization card” signed by an employee covered by this Agreement, a copy of which is attached hereto as Appendix C, the Company agrees to make monthly deductions from the pay of each covered employee for dues and/or fees owing to the Union as a result of their membership therein and will forward same to the Union in the form of a monthly check or electronic deposit, whichever is more convenient for the Company, no later than ten (10) calendar days after the end of the preceding month. These deductions will begin as soon as possible after receipt of the signed “dues deduction authorization card” from the covered employee. The Company will also provide the Union with a list of the covered employees for whom it makes authorized deductions of dues/fees pursuant to this Article on a monthly basis no later than ten (10) calendar days after the end of the preceding month.

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 in which the employee’s pay is sufficient. Such dues deductions will be automatically suspended for any employee to whom the Company may grant a leave of absence of fifty-three (53) weeks or less and will be automatically reinstated should that employee be placed back on the Company’s payroll before the expiration of this period. However, should the employee’s leave exceed the fifty-three (53) week period, their “dues deduction authorization” will be automatically cancelled. Additionally, should a covered employee be promoted or transferred to a supervisory or other non-bargaining unit position not covered by this Agreement, their “dues deduction authorization card” will remain in effect for the first four (4) weeks of their promotion or transfer, however, should the employee remain in the new position longer than four (4) weeks, their “dues deduction authorization card” will be automatically suspended and should they return to their former bargaining unit position prior to the expiration of one (1) calendar year of the date of the promotion or transfer their “dues deduction authorization card” will be automatically reinstated. Any return by the employee to their former bargaining unit position after one (1) calendar year will require the employee to sign a new “dues deduction authorization card.” Also, in this regard, any employee who is promoted

by the Company to a higher-paying classification covered by this Agreement will have their dues/fees deducted based upon their new, higher rate of pay for as long as they occupy that new position. Finally, should the Union desire to change the amount of the scheduled dues deductions for any/all of the employees covered by this Agreement, it will provide the Company with sixty (60) calendar days' written notice of same via e-mail or formal letter of the desired change.

Section 3. The Union has provided the Company with a template, Appendix D hereto, on which the Company may transmit mutually-agreeable information from Company records to a designated Union representative no later than ten (10) days after the last day of the preceding month that is pertinent to appropriate reporting of Union dues payments by each employee subject to this Agreement.

Section 4. Any claims or disputes arising between an individual employee and the Union regarding anything related to dues and/or other financial issues will be resolved between them directly without any involvement of and/or inconvenience to the Company. Additionally, in this regard, the Union agrees to indemnify the Company and make it whole for any claims or actions arising from its deduction and remittance activities set forth in this Article not caused inadvertently by the Company's payroll system.

ARTICLE – 15 – UNION ACCESS

It is mutually agreed by the parties that, upon twenty-four (24) hours' prior written/oral notice by the Union to a designated Company representative, a duly-authorized Union representative will be permitted to take access to the Company's premises in order to engage in contract administration activities. The Union agrees that, in taking such access, its representative will not interfere with Company operations and, to the greatest extent possible, should the Union representative need to confer with any employee during this authorized and approved access, s/he will do so on non-working time in non-working (i.e., break) areas.

ARTICLE – 16 – SHOP STEWARDS

The Union may designate an individual employee at each Company location to be its duly-authorized Shop Steward to assist with contract administration activities and will notify the Company in writing via e-mail of the identity of the Steward prior to that their beginning any such activities on Company premises. The duly-authorized Shop Steward will suffer no loss of pay while engaged in these activities, will not interfere with Company operations in performing them, and, if necessary, will confer with any employee(s) on non-working time in non-working (i.e., break) areas.

ARTICLE – 17 – JOINT LABOR MANAGEMENT COMMITTEE

The parties agree to establish a Joint Labor Management Committee (JLMC) consisting of an equal number of Company and Union members who will meet on a quarterly or as-needed basis to confer and make recommendations to the Company concerning matters covered by this Agreement.

ARTICLE – 18 – 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, regulations and ordinances.

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 Company representatives, may meet to discuss and recommend safety programs and procedures for the Company's consideration. The Company will appoint its representative and the Union will appoint its representative. The Joint Safety Committee will generally meet quarterly or more often if a particular safety issue arises.

Section 4. No employee will be required to work in an area that may be hazardous to their health or safety. If an employee encounters a condition which they believe to be hazardous, they will report it to their supervisor and await further instructions.

ARTICLE – 19 – LEAVES OF ABSENCE

Section 1. Leaves of absence for personal reasons may be granted by the Company.

Section 2. In the event of a death of a member of an employee's immediate family, as hereinafter defined, the employee will be granted a leave of absence with pay not exceeding five (5) days. In the case of other relatives outside the immediate family, a leave of absence of one (1) day with pay will be granted. Any additional absence from duty in the event of the death of a member of the employee's immediate family will be deducted from any approved vacation period or taken without pay.

Section 3. For the purpose of this Agreement, the immediate family is defined as wife, husband, domestic partner, children, step-children, parents, grandparents, parents-in-law, brothers or sisters, brothers or sisters in law, or any other family relative living in the employee's household.

Section 4. Employees will be granted a reasonable amount of time off with pay to vote.

Section 5. Employees designated by the Union as a full-time Union Representative(s) will be granted a leave of absence for same upon written application to the Company's Director of Human Resources. Upon reinstatement from any such leave of absence, the employee will be credited with seniority which will continue to accrue during the leave of absence.

ARTICLE – 20 – JURY DUTY

Any employees covered by this Agreement who receive a notice to report for jury duty must immediately notify the Company of the receipt of same to avoid any unnecessary disruption of the Company's regular operations. Employees will be excused from work during their jury service and will return to work if excused by the Court during their regular working hours. The Company will pay employees at their regular rate of pay for up to five (5) working days per calendar year when absent due to properly-documented jury service.

ARTICLE – 21 – WORKWEEK, RATES OF PAY AND OVERTIME

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 will begin between 5:00 a.m. and 5:00 p.m. with an appropriate lunch period. An evening or night shift will be any shift commencing after 12:00 p.m. and before 5:00 a.m. and will be compensated by increasing the hourly wage rate of employees working these shifts by 10% for the entire shift.

Section 3. Two (2) fifteen (15)-minute relief periods will be granted during each eight (8) hour shift. Three (3) fifteen (15)-minute relief periods will be granted per each ten (10) hour shift.

Section 4. Meal periods specified above will be taken near the midpoint of each shift. 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 the normal shift, the meal period will be treated as working time and any resulting working time in excess of the number of hours in the normal shift will be treated as overtime.

Section 5. In the event of any conflict regarding work on either shifts or projects between employees whom the Company believes to have equivalent skills to perform the work to the Company's standards, the senior employee will be given their preference concerning the particular shift or project.

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

Section 7. All employees will be paid at one and one-half (1 1/2) times their regular hourly rate of pay for all time worked in excess of eight (8) hours in one shift. The exception being anyone working a ten (10) hour shift. Double-time will be paid after an employee works sixty (60) hours in one week or twelve (12) hours in a day.

Section 8. The Company will attempt to distribute overtime per project 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; or
- (b) Work all or part of their regular shift at one and one-half (1-1/2) times their regular hourly rate of pay.

Section 10. An employee who works on a holiday will receive payment at the rate of double time the hourly wage rate for hours worked on that day. This applies to the holidays designated by the parties in Article 23, Holidays, below.

Section 11. An evening or night shift will be any shift beginning after 12:00 p.m. and before 5:00 a.m. and employees working such shifts will be compensated by increasing their pertinent hourly wage rate by 10% for the entire shift.

Section 12. Employees who are requested to report to work at times outside their regular shift or work schedule will be guaranteed two (2) hours pay at one and one-half (1-1/2) times their regular hourly rate of pay. For purposes of this Article, hours of work will 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 who, prior to reporting, has not been notified by the Company not to report, will be guaranteed either four (4) hours of work or four (4) hours pay at their regular hourly rate of pay.

Section 14. The Company will pay employees a \$25 per day premium for carrying a mobile phone on which to receive after-hours service calls from customers. Employees who are called out while carrying their dedicated mobile phone will be paid at their applicable hourly rate of pay for any hours worked while on call.

ARTICLE – 22 – 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 Agreement or, thereafter, at the time of their employment. This site will be either a Customer site or a Company-owned/leased facility and will be communicated to the Union, and, in the event that the originally-designated location needs to be changed during the life of this Agreement, the Company will meet and confer with the Union regarding same before making any change.

Section 2. Mileage traveled by an employee in excess of the normal commuting distance will be considered 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 office to job, job to job, and job to office will be considered as time worked.

Section 4. When an employee uses their personal vehicle for Company purposes, they will be compensated at the maximum applicable federal allowance per mile for all mileage incurred from office to job, job to job, and job to office during the day. Parking and tolls will also be reimbursed by the Company.

Section 5. If an employee is required to board and lodge during an assignment they will be provided a Company credit card to pay for up to \$70 in board per diem. With regard to lodging, the Company will either pay the hotel charge directly or authorize the use of the Company credit card for same.

Section 6. When an employee is required to report to a job site covered by this Article 22, the Company will 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 assignments.

ARTICLE – 23 – HOLIDAYS

Section 1. The Company will observe the following as paid holidays for employees that have successfully completed their introductory period as set forth in Article 5, Hiring, above:

New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, and one day designated by the Company on/before January 1st of each year of this Agreement.

Section 2. Holidays that fall on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday, will be observed on the following Monday. Any holidays not falling within these guidelines will be observed on a date designated by the Company which may vary from year to year but will be in compliance with the nationally-designated day.

Section 3. Any employees scheduled and pre-approved by their supervisor/manager to work on these designated holidays will receive a premium of an extra hour of pay at their regular hourly rate for each hour actually worked on the holiday.

ARTICLE – 24 – PAID TIME OFF

Section 1. The Company will continue to provide all employees covered by this Agreement with Paid Time Off (“PTO”) benefits (including Vacations and Sick Pay) accruing from their first day of employment on the following schedule:

YOS	PTO
0-4 yrs.	15 Days
5-9 yrs.	18 Days
10-19 yrs.	20 Days
20-24 yrs.	22 Days
25+	25 Days

Accruals are computed on the last day of every pay period. After an employee has accrued the maximum hours permissible according to their length of employment with the Company, they may not accrue any more PTO hours until they have used their available hours under this Article based upon their years of service as set forth above.

Subject to the maximum hours’ limitations set forth above, Unused PTO may be carried over from one year to the next and is not subject to a “use it or lose it” requirement. Also, upon termination, any Unused PTO earned through the employee’s last day of work will be paid to them.

Finally, all employees working as of the effective date (first day) of this Agreement will have their PTO accruals grandfathered at their then-current years of service as set forth above.

Section 2. Any employee covered by this Agreement who is ordered to military duty will be granted an appropriate leave of absence pursuant to the terms of the Universal Military Training and Selective Service Act of 2001. Any employee who is a member of a military reserve component requiring a mandatory training obligation will be granted up to a maximum of seventeen (17) days of leave each calendar year when ordered to short tours of active duty. If this occurs, the Company will pay the affected employee(s) the difference, if any, between their military pay and base pay that would have been received had the employee continued to work for the Company for this period up to a maximum of seventeen (17) days. An employee covered by this Section B. will receive the above-referenced differential pay in only one (1) fifteen (15)-day period in each calendar year.

ARTICLE – 25 – HEALTH AND WELFARE BENEFITS

The Company will continue to provide all employees covered by this Agreement with comprehensive Health and Welfare Benefits (as more particularly set forth in Appendix E, hereto) including, Medical, Dental, Vision, Basic Life and Accidental Death, 401K Plan and 401K Safe Harbor Match.

ARTICLE – 26 – MAINTENANCE OF STANDARDS

The parties hereby agree that all wages, hours and other terms and conditions of employment in effect for employees covered by this Agreement as of the date of its execution by the parties will not be made less favorable by the terms of this Agreement unless the change is either the result of clear language in the parties' Agreement, the parties' good faith renegotiation of them, the implementation of any new federal, state or local law, administrative regulation or ordinance, or any other reason, including an "Act of God," beyond the control of the parties.

ARTICLE – 27 – SUCCESSIONSHIP

This Agreement will be binding upon the parties and their successors and assigns regarding any potential future sale or transfer of the Company's business and ownership. A sale of the assets, in whole or in part, which does not involve continuation of the majority of the Company's employees covered by this Agreement to operate such sold or transferred business or assets will not be subject to the provisions of this Article. The Company will notify any potential purchaser, assignee or transferee of the terms of this Article prior to any such transaction and this Article is not intended to waive any statutory rights possessed by either the Company or the Union on this issue.

ARTICLE – 28 – SUBCONTRACTING

The Company agrees that no work or services covered by this Agreement will be subcontracted to any other entity or individual for the life of this Agreement unless it is required to respond to emergent circumstances or involves special skills and abilities not possessed by bargaining unit employees. Any entity or individuals hired in these circumstances will be subject to the same or substantially the same conditions of employment as those applicable to employees covered by this Agreement.

ARTICLE – 29 – AMENDMENT OR MODIFICATION

No provision of this Agreement may be amended, modified, changed, altered or waived except in a written document executed by the parties hereto.

ARTICLE – 30 – SEPARABILITY

In the event that any portion of this Agreement is rendered ineffective by any applicable federal, state, or local law or ordinance, only that portion of the Agreement so affected will be rendered null and void. In no event will the ineffectiveness of any of the language of this Agreement affect the remainder of the Articles and language set forth herein and, should this occur, the parties agree to meet within thirty (30) calendar days for the purpose of attempting to re-negotiate the Article and/or language affected thereby.

ARTICLE – 31 – WAGES

(For ease of reference, the following will be incorporated into Appendix A by Position and Classification)

2023	6% increase
2024	4% increase
2025	4% increase
2026	4% increase

ARTICLE - 32 - EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1. This Agreement will be effective as of **April 12, 2023** and will remain in effect for a period of four (4) years to and including **April 11, 2027**, and will continue in effect thereafter until terminated by written notice given by the Union or by the Company, expressly stating an intention to terminate this Agreement, in which case it will terminate sixty (60) days following receipt of such notice. Within thirty (30) days of the receipt of such notice to terminate this Agreement, the Union and the Company will commence collective bargaining with respect to a new agreement.

Section 2. In addition to the right to terminate the Agreement as specified above, the Union or the Company may, not earlier than sixty (60) days prior to the end of the initial period, request in writing negotiations on modifications or amendments to this Agreement. If such written request is made, the parties will 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.

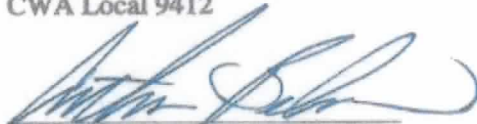
This Agreement is executed on May 17, 2023



Keith Gibbs,
President
CWA Local 9412



Dee Ann Harn,
CEO/President
RFI Enterprises, Inc.



Art Behnam
Executive Vice President
CWA Local 9412



Adrian Acosta,
Staff Representative
CWA National

APPENDIX A JOB CLASSIFICATION/PAY RANGE TABLE

Bay Area

	2023 (6%)		2024 (4%)		2025 (4%)		2026 (4%)	
	Min	Max	Min	Max	Min	Max	Min	Max
Security								
Security Apprentice	\$21.37	\$25.44	\$22.22	\$26.46	\$23.11	\$27.52	\$24.04	\$28.62
Security Installer	\$24.91	\$32.56	\$25.91	\$33.86	\$26.94	\$35.22	\$28.02	\$36.63
Security Technician	\$35.62	\$44.47	\$37.04	\$46.25	\$38.53	\$48.10	\$40.07	\$50.02
Senior Security Technician	\$47.83	\$70.21	\$49.74	\$73.02	\$51.73	\$75.94	\$53.80	\$78.98
Security Field Superintendant	\$62.07	\$76.07	\$64.55	\$79.11	\$67.13	\$82.28	\$69.82	\$85.57
Service	Min	Max	Min	Max	Min	Max	Min	Max
Service Technician	\$35.62	\$44.47	\$37.04	\$46.25	\$38.53	\$48.10	\$40.07	\$50.02
Senior Service Technician	\$47.83	\$70.21	\$49.74	\$73.02	\$51.73	\$75.94	\$53.80	\$78.98
Fire	Min	Max	Min	Max	Min	Max	Min	Max
Fire Apprentice	\$21.37	\$25.44	\$22.22	\$26.46	\$23.11	\$27.52	\$24.04	\$28.62
Fire Installer	\$24.91	\$32.56	\$25.91	\$33.86	\$26.94	\$35.22	\$28.02	\$36.63
Fire Inspector	\$35.62	\$37.10	\$37.04	\$38.58	\$38.53	\$40.13	\$40.07	\$41.73
Senior Fire Inspector	\$47.83	\$55.00	\$49.74	\$57.20	\$51.73	\$59.49	\$53.80	\$61.87
Fire Technician	\$35.62	\$44.47	\$37.04	\$46.25	\$38.53	\$48.10	\$40.07	\$50.02
Senior Fire Technician	\$47.83	\$70.21	\$49.74	\$73.02	\$51.73	\$75.94	\$53.80	\$78.98
Field Fire Superintendant	\$62.07	\$76.07	\$64.55	\$79.11	\$67.13	\$82.28	\$69.82	\$85.57

Sacramento

	2023 (6%)		2024 (4%)		2025 (4%)		2026 (4%)	
	Min	Max	Min	Max	Min	Max	Min	Max
Security								
Security Apprentice	\$19.66	\$23.40	\$20.45	\$24.34	\$21.26	\$25.31	\$22.12	\$26.33
Security Installer	\$22.92	\$29.96	\$23.83	\$31.15	\$24.79	\$32.40	\$25.78	\$33.70
Security Technician	\$32.77	\$40.91	\$34.08	\$42.55	\$35.44	\$44.25	\$36.86	\$46.02
Senior Security Technician	\$44.00	\$64.59	\$45.76	\$67.18	\$47.59	\$69.86	\$49.50	\$72.66
Security Field Superintendant	\$57.10	\$69.98	\$59.39	\$72.78	\$61.76	\$75.70	\$64.23	\$78.72
Service	Min	Max	Min	Max	Min	Max	Min	Max
Service Technician	\$32.77	\$40.91	\$34.08	\$42.55	\$35.44	\$44.25	\$36.86	\$46.02
Senior Service Technician	\$44.00	\$64.59	\$45.76	\$67.18	\$47.59	\$69.86	\$49.50	\$72.66
Fire	Min	Max	Min	Max	Min	Max	Min	Max
Fire Apprentice	\$19.66	\$23.40	\$20.45	\$24.34	\$21.26	\$25.31	\$22.12	\$26.33
Fire Installer	\$22.92	\$29.96	\$23.83	\$31.15	\$24.79	\$32.40	\$25.78	\$33.70
Fire Inspector	\$32.77	\$34.13	\$34.08	\$35.50	\$35.44	\$36.92	\$36.86	\$38.39
Senior Fire Inspector	\$44.00	\$50.60	\$45.76	\$52.62	\$47.59	\$54.73	\$49.50	\$56.92
Fire Technician	\$32.77	\$40.91	\$34.08	\$42.55	\$35.44	\$44.25	\$36.86	\$46.02
Senior Fire Technician	\$44.00	\$64.59	\$45.76	\$67.18	\$47.59	\$69.86	\$49.50	\$72.66
Field Fire Superintendant	\$57.10	\$69.98	\$59.39	\$72.78	\$61.76	\$75.70	\$64.23	\$78.72

APPENDIX B
CWA GRIEVENCE FORM

CWA HAS PROVIDED GRIEVENCE FORM

APPENDIX C
UNION DUES AUTHORIZATION FORM



Employee Name: _____

Hire Date: _____

Employee #: _____

Effective Union Month: _____

Effective Pay Period Date _____

UNION DUES

AMOUNT PER PAYCHECK \$ _____

TOTAL MONTHLY DUES \$ _____

I hereby authorize to deduct union dues, as stated above, from each paycheck. I understand that union dues will not be deducted on the fifth pay date of a month with five designated pay dates, provided the first four installments are paid in full. I understand that my union dues will increase as my pay increases.

Employee Signature: _____

Date: _____

APPENDIX D
EMPLOYEE INFORMATION TEMPLATE

EE#	First Name	Last Name	Address	City	State	Zip	Job Title	Hourly W	Dues
11	John	Smith	29868 Mission Blvd	Hayward	Ca	94544	Senior Tchr	45	101.25

APPENDIX E
SUMMARY OF HEALTH AND WELFARE BENEFITS

Employees will become eligible for participation in the program on the first of the month following their date of hire.

Medical /Dental:

- Employee premium* is covered 100%
- Employee plus child premium* is covered at 100%
- Employee plus spouse premium* is covered 100%
- Family premium* is covered 100%

*Small premium applies for the Medical & Dental PPO Platinum Plan.

Company will provide:

- Voluntary Vision
- Basic Life and Accidental Death & Dismemberment Insurance paid by Employer
- 401K Plan/ Safe Harbor Match 100% up to 4% of annual salary