

**AGREEMENT
BETWEEN**



**COMMUNICATIONS WORKERS
OF AMERICA
LOCAL 9412**



2023

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ARTICLE I
Recognition

Section 1 *The Company hereby recognizes the Union, Communications Workers of America, 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.*

Section 4 *Work covered by this contract includes but is not limited to access control devices, doors, security equipment, parking / revenue controls and equipment, automation equipment, energy management systems and solar and energy producing equipment.*

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.*

Section 4 *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 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 fifteen (15) 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 (Contd.)

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 non-bargained 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 5 *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 6 *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 (Contd.)

Section 7 *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).*

Section 8 *The information listed above will be taken from Company records and will be sent to the Union with the dues collected no later than fifteen (15) days after the end of the preceding month during which deductions were made.*

Section 9 *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 fifteen (15) 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, transfers and for training and promotions.

Section 3 If a reduction in force is necessary, employees shall be laid off by inverse order of seniority by Classification. If two employees have identical seniority, the one who's last four numbers of their social security number is larger will be treated as if the employee were more senior.

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 layoff.

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

Section 3 *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 4 *All grievances must be presented within **30** days from the occurrence of the action.*

Section 5 *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 6 *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 Services (FMCS) within thirty (30) days. After the Federal Mediation and conciliation Service (FMCS) submits a list of arbitrators to the Union and the Company, they shall reply with their preferred selections no later than fifteen (15) days after receipt of such list.*

ARTICLE VI (Contd.)

Section 7 *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 8 *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 9 *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 10 *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 11 *In the event that any employee chooses to present a grievance in his or her behalf, rather than through the Union, the Company will advise the local Union representatives in writing of the fact that such a grievance is being presented, and will give such Union representatives opportunity to be present during the presentation of such grievances. Any settlement must not be in conflict with this Agreement and adjustments must be agreed to by the Union.*

ARTICLE VII
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 seven (7) days notice prior to the effective date of any suspension or demotion 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 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 8:00 a.m. with an appropriate lunch period.*

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 *The choice of tours shall be done by Seniority by Classification.*

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 (Contd.)

Section 7 All employees will be paid at one and one-half (1 ½) 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 four (4) days per week at ten (10) hours per day.

- (a) Time and one-half will be paid for the first ten (10) hours of work performed on a Saturday.
- (b) Double time will be paid for ten (10) or more hours worked in a day and all hours worked on a Sunday.

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 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 with pay; or except where specified above.
- (b) Work all or part of his regular tour at time and one-half (1 ½) rate of pay.

Section 10 An employee who works on a holiday shall receive payment at the straight rate time for hours worked, in addition to regular pay for the holidays provide in Article XIV.

Section 11 A permanent or temporary evening or night shift shall be any shift commencing after 1:00 p.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 on standby shall be compensated \$210 per week. Employees who are called into work at times outside their regular shift or work schedule shall be guaranteed at least two (2) hours pay at double (2) the normal rate of pay. For purposes of this Article, hours 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 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.

ARTICLE XI
Wages

Section 1 Basic hourly wage rates of the various occupational classifications are shown below for employees in the bargaining unit in this geographic area:

<u>Classification</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<i>Apprentice</i>				
<i>Start</i>	\$22.71	\$24.46	\$26.21	\$27.96
<i>Level 1</i>	\$24.33	\$26.21	\$28.08	\$29.96
<i>Level 2</i>	\$25.95	\$27.95	\$29.95	\$31.95
<i>Level 3</i>	\$27.57	\$29.70	\$31.82	\$33.95
<i>Level 4</i>	\$29.20	\$31.45	\$33.70	\$35.95
<i>Level 5</i>	\$30.82	\$33.19	\$35.57	\$37.94
<i>Technician 1</i>	\$32.44	\$34.94	\$37.44	\$39.94
<i>Level 1</i>	\$32.65	\$35.15	\$37.65	\$40.15
<i>Level 2</i>	\$32.87	\$35.37	\$37.87	\$40.37
<i>Level 3</i>	\$33.09	\$35.59	\$38.09	\$40.59
<i>Level 4</i>	\$33.31	\$35.81	\$38.31	\$40.81
<i>Level 5</i>	\$33.53	\$36.03	\$38.53	\$41.03
<i>Level 6</i>	\$33.76	\$36.26	\$38.76	\$41.26
<i>Level 7</i>	\$33.99	\$36.49	\$38.99	\$41.49
<i>Level 8</i>	\$34.22	\$36.72	\$39.22	\$41.72
<i>Level 9</i>	\$34.45	\$36.95	\$39.45	\$41.95
<i>Level 10</i>	\$34.68	\$37.18	\$39.68	\$42.18
<i>Technician 2</i>	\$37.80	\$40.30	\$42.80	\$45.30
<i>Level 1</i>	\$38.07	\$40.57	\$43.07	\$45.57
<i>Level 2</i>	\$38.34	\$40.84	\$43.34	\$45.84
<i>Level 3</i>	\$38.61	\$41.11	\$43.61	\$46.11
<i>Level 4</i>	\$38.89	\$41.39	\$43.89	\$46.39
<i>Level 5</i>	\$39.17	\$41.67	\$44.17	\$46.67
<i>Level 6</i>	\$39.45	\$41.95	\$44.45	\$46.95
<i>Level 7</i>	\$39.83	\$42.33	\$44.83	\$47.33
<i>Level 8</i>	\$40.00	\$42.50	\$45.00	\$47.50
<i>Level 9</i>	\$40.31	\$42.81	\$45.31	\$47.81
<i>Level 10</i>	\$40.60	\$43.10	\$45.60	\$48.10

ARTICLE XI (CONTD.)

WAGES

<i>Technician 3</i>	\$43.17	\$45.67	\$48.17	\$50.67
<i>Level 1</i>	\$43.49	\$45.99	\$48.49	\$50.99
<i>Level 2</i>	\$43.81	\$46.31	\$48.81	\$51.31
<i>Level 3</i>	\$44.14	\$46.64	\$49.14	\$51.64
<i>Level 4</i>	\$44.47	\$46.97	\$49.47	\$51.97
<i>Level 5</i>	\$44.80	\$47.30	\$49.80	\$52.30
<i>Level 6</i>	\$45.14	\$47.64	\$50.14	\$52.64
<i>Level 7</i>	\$45.48	\$47.98	\$50.48	\$52.98
<i>Level 8</i>	\$45.82	\$48.32	\$50.82	\$53.32
<i>Level 9</i>	\$45.17	\$47.67	\$50.17	\$52.67
<i>Level 10</i>	\$46.52	\$49.02	\$51.52	\$54.02

Section 2 *The wage schedule for Technicians 1, 2 and 3 shall increase by \$2.50 on March 1, 2023, upon ratification, \$2.50 on March 1, 2024 and \$2.50 on March 1, 2025 and \$2.50 on March 1, 2026. This is outlined in Section 1 under the 2023, 2024, 2025 and 2026 headings.*

Section 3 *Every six months from date of hire, the apprentice will move to the next level (row); annually they will move to the next column. This wage increase is outlined in the Apprentice Classification in Section 1.*

ARTICLE XII

Travel Time, Conditions and Expenses

Section 1 *The Company will designate a place for each employee as his/her reporting location at the beginning of this contract, or at the time of his employment. This site will be one of the following: (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 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 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 *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 at the Federal rate.*

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 home and the job site at the start and completion of the assignment, and every third weekend of such assignments. The employee shall be compensated for mileage and time in excess of the employee's normal commute. Mileage will be reimbursed at the maximum applicable federal allowance per mile.*

Section 7 *When traveling out of town, an employee will be paid their regular rate of pay for traveling from home to their hotel and back, for the actual hours that it takes. Those hours will be calculated as time worked.*

ARTICLE XIII
Paid Time Off

Section 1 *Paid Time Off shall be granted according to the following schedule and selected on the basis of seniority. Paid Time Off (PTO) encompasses all time off except for the holidays outlined in Article X, Section 1 and jury duty outlined in Article XI, Section 6. PTO includes vacation, sick and personal time. PTO shall accrue at a rate of one (1) hour of PTO for every twenty (20) hours worked for employees employed for less than three (3) years, one (1) hour of PTO for every fifteen (15) hours worked for employees employed for three (3) or more years, but less than seven (7) years, and one (1) hour of PTO for every thirteen (13) hours worked for employees employed for seven (7) years or more.*

<u><i>Length of Service</i></u>	<u><i>Estimated Paid Time Off</i></u>
<i>0 months but less than 3 years</i>	<i>13 days</i>
<i>3 years but less than 7 years</i>	<i>17 days</i>
<i>7 years and over</i>	<i>20 days</i>

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 *In the event that available PTO is not used by the end of the year based on anniversary date or is not scheduled to be used during the first quarter of the following year, employees will be paid the value of the remaining PTO at the anniversary year end.*

Section 4 *Upon termination of employment, employees will be paid for unused PTO that has been earned through the last day of work.*

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>Presidents Day</i>	<i>Day After Thanksgiving</i>
<i>Memorial Day</i>	<i>Christmas</i>
<i>Independence Day</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.*

ARTICLE XV
Leave of Absence

Section 1 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 2 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 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 3 Leaves of absence for personal reasons may be granted.

Section 4 The Company agrees that regular employees who are required by law to report for jury duty shall be excused for their entire tours during the period of jury service and shall be paid wages at their regular rate of pay for a maximum of two (2) days for the time absent. Any night employees serving on juries shall be released from work without loss of pay.

Section 5 Employees are eligible for paid time off for the purpose of voting only if they do not have sufficient time outside of working hours to vote.

Section 6 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 Industrial Relations. 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 Kaiser Permanente HMO Plan for its employees and dependents. It includes health and welfare benefits including hospital and medical insurance. It does not include vision or dental coverage. The employee has the option to opt-out of this healthcare coverage as long as proof of coverage by another policy that is in accordance with Federal, State and Local laws is provided. Employees that opt-out shall receive compensation of 50% of the employer's cost of the health insurance they would have otherwise provided.*

Section 2 *The Company will make available a 401(k) Savings and Retirement Plan. The company will increase the employee's hourly wage by 5% of the employee's Net Wage. The employee will then have the option of contributing, at their discretion, some portion of their total hourly wage to the 401(k) plan.*

Section 3 *The Company will provide a term life insurance policy in the amount of \$10,000.*

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 \$0.25 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 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.*

ARTICLE XVII (Contd.)

Training

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.*

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). 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 (36 months), employees shall be paid at the top pay as described for Technician in Article XI 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.*

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
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 XX
Effective Date and Duration of Agreement

Section 1 This contract shall become effective as of **March 1, 2023 and shall remain in effect for an initial period of four (4) years to and including February 28, 2027**, 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 28th day of August, 2023.

COMMUNICATIONS WORKERS OF AMERICA

UNITED CALIFORNIA ACCESS & SECURITY

By: _____
Keith Gibbs
President
CWA Local 9412

By: _____
Stephen Ticktin
President
United California Access & Security

By: _____
Art Behnam
Executive Vice President
CWA Local 9412

By: _____
Adrián Acosta
CWA Representative District 9

APPENDIX A**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)*

APPENDIX B
Classification Description

Apprentice: Under instruction install, repair, trouble shoot, identify and isolate problems, and service access controls, life safety systems, CCTV/video and other integrated systems including running and terminating CAT3, CAT5 and CAT6 cables.

Technician 1: Install, repair, trouble shoot, identify and isolate problems, and service access controls, life safety systems, CCTV/video and other integrated systems including running and terminating CAT3, CAT5 and CAT6 cables. Interface with customers to access, identify, correct, repair and test components and systems. Train and mentor apprentices.

Technician 2: Install, repair, trouble shoot, identify and isolate problems, and service access controls, life safety systems, CCTV/video and other integrated systems including running and terminating CAT3, CAT5 and CAT6 cables. Interface with customers to access, identify, correct, repair and test components and systems. Program systems, verify system performance and conduct customer training. Train and mentor apprentices and technicians.

Technician 3: Install, trouble shoot, program and repair of access controls, life safety systems, CCTV/video and other integrated systems including running and terminating CAT3, CAT5 and CAT6 cables. Review installation work orders, design components and verify system performance. Train and mentor apprentices and technicians. Responsible for staffing and administrating jobs.