

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

USIC LOCATING SERVICES, LLC
Doing business as RECONN Utility Services

and

COMMUNICATIONS WORKERS OF AMERICA LOCAL 1101

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PURPOSE OF AGREEMENT

This Agreement is made and entered into on this 15th day of October, 2021, by and between USIC Locating Services, LLC doing business as RECONN Utility Services ("Employer" or "Company"), and Communications Workers of America and its Local 1101 ("Union").

It is the general purpose of this Agreement to promote harmonious relations between the Employer and the employees; to establish a procedure for the resolution of differences; and to establish rates of pay and other terms and conditions of employment. The parties recognize that to provide maximize opportunities for continued employment and satisfactory working conditions and wages, the Company must be in a strong market position with respect to the competition. To this end, the Union agrees to encourage the employees, individually and collectively to work productively and safely.

ARTICLE 1 **DEFINITIONS**

1.1. The term "Employer" or "Company" shall mean USIC Locating Services, LLC, doing business as RECONN Utility Services, serving the New York City boroughs of The Bronx, Brooklyn, Queens and Manhattan and Westchester County, New York, and shall have no application to any other operations carried on in New York or elsewhere, or that may be carried on in New York or elsewhere, by USIC, LLC and/or any of its affiliated or related enterprises.

1.2. The term "Union" shall mean Communications Workers of America and its Local 1101.

1.3. The term "employee" or "employees" shall mean employees of the Employer in the collective bargaining unit defined in the February 14, 2020 certification of the National Labor Relations Board in Case No. 29-RC-254368, which includes all full-time and regular part-time Gas Service Technicians and Lead Gas Service Technicians employed by the Employer, and excludes all other employees, including but not limited to all clerical employees, office workers, quality assurance employees, professional employees, guards and supervisors as defined by the Act. Employees of temporary employment agencies and applicants for employment are not part of the bargaining unit and are not employees, and the Union waives any claim to represent such individuals or to negotiate concerning policies and procedures applicable to such individuals.

1.4. Any reference herein to "he" or "she" or "his" or "her" is intended to be gender neutral and applies equally to employees of either gender.

ARTICLE 2

RECOGNITION

2.1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative with respect to rates of pay, hours of employment or other conditions of employment for all employees covered by this Agreement.

2.2. Nothing in this Agreement shall be construed as constituting an acknowledgement by the Employer or a claim by the Union that any work or assignment of particular work may become the exclusive right of any employee or group of employees.

ARTICLE 3

UNION MEMBERSHIP

3.1. Employees covered by this Agreement employed after the effective date thereof shall, on or after the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

3.2. Effective thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

3.3. The Union, on its own behalf as well as on behalf of its members, agents and representatives, agrees that it will not harass, intimidate, threaten or seek to place under duress any bargaining unit employee who elects to refrain from membership in the Union.

3.4. The Union will inform the Employer, in writing, of all Union stewards employed by the Employer to whom it designates the responsibility of representing the Union in the administration of this Agreement. The Company will not be obligated to recognize any employee claiming to be a Union representative without having received such notification. The Union will designate one (1) employee for each supervisor group as the steward for Step 1 grievance processing purposes. If the designated steward for a supervisor group is unavailable, an employee may obtain the assistance of another supervisor group's designated steward.

3.5. If the Union representatives whom RECONN does not employ would like to meet or converse with RECONN management, they will contact the RECONN Manager(s) by telephone or email to inform the manager(s) of the topic(s) for discussion, and the parties will schedule the call or meeting at the parties' mutual convenience.

3.6. If the needs of the business allow and the Company has been given at least seven (7) days' notice, the Company will allow employees who are Union representatives time off without pay to attend to Union business.

3.8. The Company agrees to make collections of Union dues bi-weekly through payroll deductions from the employee's pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Company. This authorization shall continue in

effect until canceled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues card. The Company also agrees to electronically remit the amount so deducted to the designated representative of the Union on a monthly basis (by the tenth (10th workday) and to furnish the Union at the same time of remitting the dues deducted, a roster of all employees' names, addresses, social security numbers, job classification, weekly rate of pay, and if no deduction was made, the reason for not making the deduction. The Company agrees to bear the full cost of dues deductions set forth in this section except that the Union agrees to print the dues deduction authorization cards in a form approved by the Company and the Union.

ARTICLE 4

MANAGEMENT RIGHTS

4.1. The Employer retains all rights, powers, authority, prerogatives, privileges, responsibilities, and obligations that an Employer customarily and/or inherently performs and that are not abrogated, surrendered, modified or amended by a specific term of this Agreement. The Employer retains and reserves to its judgment any right to take action with respect to the management and operation of the facility, including the direction of the work force, unless a term of this Agreement expressly and specifically abrogates, restricts, surrenders, amends, modifies and/or abridges such right. The exercise of the Employer's rights includes, solely by way of illustration, and not in any manner by way of limitation, the following:

(a) The right to hire, assign, reassign, appoint, direct, discipline and discharge for just cause, transfer, promote, demote, reward, evaluate, lay off, recall, compensate, and supervise the actions of employees, or to refrain from taking any such actions; and

(b) To determine the number and types of work classifications and to add to, subtract from, or change such classifications and the content of them; and

(c) To determine the nature and type of duties, tasks, functions, programs and/or services employees will perform, the schedules by which employees will perform such functions, and which employees will perform them, including the right to assign and/or reassign tasks and/or functions between employees of the Employer; and

(d) To establish, increase and/or decrease the number of work shifts and their starting and/or ending times, the number of hours employees work and to determine to what extent employees will work beyond the end of their scheduled shift and/or on weekends, and to what extent employees will work overtime; and

(e) To select and determine the number of its employees, regardless of job classification, including the number assigned to any particular shift, task, duty, function, program, etc., as well as to increase or decrease that number; and

(f) To establish, change and/or determine job classification content and individual employment qualifications; and

(g) To determine the physical requirements of employment and continued employment, including the right to require employees to submit to physical examinations

(at the Employer's cost if related to a work-related injury; at the employee's cost if related to a non-work-related injury), alcohol and/or drug testing (at the Employer's cost, except for follow-up testing required by a Substance Abuse Professional), and any other type of examination that the Employer deems relevant to determining the employee's ability to perform his or her job (at the Employer's cost); and

(h) To determine and introduce new and/or improved methods, procedures, materials, and operations employees utilize or to discontinue their performance by employees; and

(i) To install, remove, modify, maintain, replace or substitute equipment and supplies and to determine which equipment and/or supplies employees will utilize in the performance of functions, programs, services, tasks, duties, etc.; and

(j) To establish, post, and enforce work rules, procedures, standards, and/or regulations governing employees' conduct, or performance of assigned functions, and other employee acts, including concerning use of tobacco, drugs and/or alcohol; and

(k) To determine the location and type of operation, including the right to discontinue any operation or portion thereof etc.; and

(l) To transfer or relocate any or all of Employer's operations to any location or to discontinue such operation; and

(m) To contract or subcontract the performance of such duties, tasks, services, programs, etc., as the Employer shall deem necessary; and

(n) To hire or use temporary, seasonal, and/or casual employees; and

(o) To train and retrain employees as necessary; and

(p) To select, train, assign and/or reassign managerial and/or supervisory employees and to assign them to the supervision of other employees and to perform whatever tasks the Employer deems necessary without regard to which employees customarily perform those tasks; and

(q) To require the preparation, distribution and maintenance of documentation and records pertinent to the Employer's business, as well as to alter such requirements as the needs of the business may dictate; and

(r) To determine wage levels for any newly established job or classification; and

(s) To carry out all ordinary, extraordinary, routine, and/or customary management functions, regardless of whether the parties to this Agreement have contemplated the performance of such function prior to or since its execution.

4.2. The decision to exercise or not exercise any of the rights as provided herein shall be the Employer's and will not be a proper subject for this Agreement's grievance procedure.

ARTICLE 5

PROBATIONARY PERIOD

5.1. All new bargaining unit employees, or those rehired after termination of or a break in service, shall be probationary for the first 180 calendar days of employment, shall have no bargaining unit seniority, and for the first 90 days with the Company, no benefits, except as required by law, and the Employer may terminate them at its discretion. After 90 days of the probationary period, the employee will be eligible for all Company benefits. Probationary employees have no recourse under the grievance and arbitration procedures of this Agreement.

5.2. If the Employer continues an employee's employment after the employee completes the probationary period, the Employer will place the employee on the seniority list with bargaining unit seniority dating back to the employee's first day of continuous employment in the bargaining unit and Company seniority dating back to the employee's first day of continuous employment with the Company.

ARTICLE 6

HOURS OF WORK

6.1. Nothing in this Agreement shall be construed as a guarantee to employees of hours of work per day or hours of work per week.

6.2. The workweek, for purposes of determining weekly overtime pay, will be from 12:00 a.m. Monday through 11:59 p.m. the following Sunday, consisting of seven consecutive 24-hour periods. The Employer will have the right to change the workweek with at least one pay period's prior notice.

6.3. Recognizing the needs of the business, the Employer retains the right to reduce employees' scheduled hours based on business conditions. The Employer reserves the right to require the performance of additional hours, including overtime, by any employee. The Employer will select and assign employees to work additional hours, including overtime. The Employer agrees that it will distribute additional hours, including overtime, in an equitable manner, based on business needs and employee qualifications. The Employer retains the right to change an employee's scheduled hours based on business conditions with at least one week's prior written notice.

6.4. On weekdays and all overnight shifts, employees scheduled to work are expected to be in their assigned work area at the start of their assigned shift. Those employees routed to a job site(s) will be expected to report to the assigned work area or job site, as directed, and be available to work the entire duration of the customer crew's work or their regular shift length, whichever is later, and will be paid for the full regular shift even if they work less than their regular shift length. When the customer's crew is scheduled to work beyond an employee's regular shift and the employee cannot stay beyond his regular shift, he must notify his supervisor three (3) hours before the end of the shift. An employee who requests to leave an assignment during his regularly scheduled hours will be required to use available PTO to cover regularly

scheduled hours. Employees scheduled to work and not routed to a job site will be paid as required under the New York State Call-in Pay statute.

6.5. On weekends, all employees notified on or before Friday that they are on the roster for weekend work who are listed on the route sheet received before their regular shift start time on the assigned weekend day will report to work and be paid for all hours worked or four (4) hours, whichever is greater. Employees who are on the roster but not listed on the weekend route sheet will be required to continuously monitor their Company cell phone and email for a job assignment starting at the shift start time and continuing for two (2) hours. If they are not routed to a job site after two (2) hours, they will be paid two (2) hours pay and released. If they are routed to a job site(s), they will be expected to proceed immediately to the assigned area and will be paid for all hours worked starting at the shift start time. Alternatively, such employees may be routed to stand by in a designated work area for up to four (4) hours, for which they will be paid four (4) hours pay. If such employees are routed to a job site while standing by, they will be paid for all hours worked starting at the shift start time or four (4) hours, whichever is greater. All employees routed on a weekend and reporting to the assigned area will be paid a minimum of four (4) hours. It is understood that employees assigned to work a weekend shift are expected to work their entire shift when needed.

6.6. On recognized Company holidays, employees notified prior to the holiday that they are scheduled for holiday shifts are required to monitor their Company cell phone and email for a job assignment throughout the holiday. Regardless of whether they are routed to a job site during the holiday, they will be paid for the time spent monitoring their Company cell phone and email or actual hours worked, whichever is greater. It is understood that employees who are assigned to work a holiday are expected to work their entire shift when needed.

6.7. The Employer may assign any employee temporarily, regardless of his regular job assignment or seniority, to other work for which he is qualified at the employee's current wage rate.

6.8. All employees are required to be at their meet site (or other location as the Employer designates) and begin work at the designated starting time for the beginning of their shift and are required to be at the job site (or other location as the Employer designates) at the conclusion of all scheduled rest and lunch breaks. Employees assigned to work on a holiday or on a weekend (that is not part of their regularly scheduled work week) who need to leave early must request to leave their assignment by giving at least three (3) hours' advance notice. It is understood that employees shall not be required to travel during rest or lunch breaks.

6.9. The Company will provide a 30-minute unpaid meal break between 11:00 AM and 2:00 PM for employees working a six-hour shift or longer during that period. The Company will provide an additional 20-minute meal break to employees between 5:00 PM and 7:00 PM on workdays in which employees begin their workday before 11:00 AM and work after 7:00 PM. The Company will provide a 45-minute unpaid meal break at a time midway between the beginning and end of the shift for all shifts of more than six hours starting between 1:00 PM and 6:00 AM. Employees will, whenever possible, take their breaks between jobs or when the customer crew takes its breaks. Employees are required to clock out and in for all meal breaks.

Employees may not take breaks until they have performed a minimum of two (2) hours of work unless they receive a supervisor's approval.

6.10. The Employer will pay a 10% shift differential to employees scheduled and working any shift starting between noon and 5 AM.

6.11. This Agreement addresses scheduling within the meaning of New York City Council Bill Int. 946-B or any other Bill with similar intent, and CWA expressly waives its rights and those of all bargaining unit employees under such Bill.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

7.1. The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution of grievances. The term "grievance" means any complaint that there has been a violation of a specific provision(s) of this Agreement. No employee shall be discharged, suspended, demoted, or disciplined without just cause. Grievances may be filed and processed only through the procedure outlined here.

7.2. Any written grievance submitted at Step 2 must include the information set out in this section regardless of the form used, or the Employer will reject it as being insufficient. Grievances rejected as insufficient do not constitute an extension of the time limitations contained herein. To be arbitrable, all grievances must contain the following information:

- (a) The name of the bargaining unit employee(s) on whose behalf the grievance is being filed;
- (b) The approximate date of the alleged violation;
- (c) The date on which the grievance is being presented;
- (d) The specific Agreement provision(s) allegedly violated (no use of "and any others that may apply");
- (e) A statement of the circumstances by which the Employer is alleged to have violated the Agreement, including a statement of how the grieved actions violate the Agreement provisions specified in subparagraph (d); "just cause" is not a sufficient statement of how the grieved actions violate the Agreement; the grievance must state the factual basis it is asserting violates "just cause". For example, the employee did not engage in the misconduct, the employee engaged in the misconduct, but others were not similarly treated; the "crime" does not warrant the "punishment," and;
- (f) A statement of the remedy or relief sought for each alleged violation; and
- (g) The aggrieved employee(s) signature or a grievance emailed directly from an aggrieved employee.

(h) **Step 1**—Within five (5) weekdays of the event giving rise to the grievance or of the date when the employee reasonably should have known of the event, any aggrieved employee will email the complaint stating he is filing a grievance and include a brief description of the issue to the immediate supervisor. The supervisor will discuss the complaint with the aggrieved employee off the clock by telephone within seven (7) weekdays. Nothing will preclude the steward or project manager from participating in the discussion. The immediate supervisor and/or project manager will respond in writing within two (2) weekdays of the discussion. If the immediate supervisor or project manager does not respond or does not adjust the grievance to the employee's satisfaction, the Union may submit it, in writing, to Step 2 within seven (7) weekdays following the supervisor or project manager's written response or the failure to respond within the two (2) weekday period. Any settlement or resolution reached at this step is not precedent setting. If the Union does not timely appeal the grievance to Step 2, the grievance will be deemed settled in accordance with the Employer's written disposition in Step 1.

Step 2--Within ten (10) weekdays of receipt of the grievance at Step 2, the Union may request a telephonic conference with the Director, Field Human Resources (or designee) in writing, which will be scheduled at the parties' mutual convenience. The Director, Field Human Resources (or designee) will have ten (10) weekdays from the conference date to respond in writing to the grievance. Group grievances and terminations will proceed directly to Step 2.

Step 3— Within twenty-five (25) weekdays of receipt of the Company's Step 2 answer, the Union must notify the Director, Field Human Resources (or designee) of its intent to submit the grievance to arbitration and, to the extent the Union has identified additional bases for its grievance, will submit a statement of those bases to the Director, Field Human Resources (or designee). Within the same twenty-five-day period, the Union must submit a request to the American Arbitration Association for a panel of seven arbitrators, all of whom are members of the American Academy of Arbitrators. The parties shall select an arbitrator using the American Arbitration Association's procedures. The parties will promptly proceed with selecting an arbitrator and scheduling a hearing. If the Union does not timely submit a demand for arbitration, the grievance will be deemed settled in accordance with the Employer's disposition at Step 2.

7.3. The parties may extend the time limitations of this Article only by their mutual written agreement.

7.4. The parties may join separate grievances in one arbitration proceeding only by their mutual written agreement.

7.5. The time limits stated in this Article are intended to be maximum time limits and binding on the Union, bargaining unit employees and the Employer. Grievances not processed by the Union or any bargaining unit employee within the time limits specified herein will be deemed to be settled based on the Employer's last response. Grievances not processed by the Employer or its representatives within the time limits specified herein will automatically advance to the next step of the grievance procedure.

7.6. The arbitrator shall have no authority to add to, subtract from, modify, amend, or in any way change any provision of this Agreement in arriving at a determination of the merits of any grievance. The arbitrator shall not have the authority to determine substantive or procedural arbitrability; those issues are solely for a court. The arbitrator shall have no authority to determine that any grievance is a "continuing" grievance if it is filed beyond the time limits contained in this grievance procedure, unless both the Company and Union have agreed in writing to specifically extend the time limits for the processing of the instant grievance.

7.7. In the case of disciplinary action based on a work rule, the arbitrator's determination shall not extend to the reasonableness of the rule but rather as to whether the employee's conduct violated the rule. However, this does not preclude the Union from grieving a newly promulgated rule when the Employer notifies the Union of the new rule.

7.8. The arbitrator shall not have authority to award damages in excess of actual lost wages and/or benefits, less interim earnings and less unemployment compensation received. In cases claiming lost wages due to discipline or discharge, it shall be the Union's burden to establish that the employee took appropriate steps to mitigate his losses. Failure to demonstrate the employee actively sought employment elsewhere during the period of unemployment shall preclude an award of back pay.

7.9. The decision of the arbitrator shall be final and binding upon the parties. However, the Employer or Union shall have the option of submitting any arbitration award to a court for review, in which case the court's standard of review shall be whether a preponderance of the evidence supports the arbitrator's decision and, from a contractual interpretation standpoint, whether the arbitrator's interpretation of the Agreement is correct. It is agreed that the court's scope of review will not be limited to whether the arbitrator's decision draws its essence from the Agreement but will be broader.

7.10. The Union will pay any fees of the American Arbitration Association for arbitration panels. The parties will evenly split all arbitrator fees. A certified court reporter will transcribe the arbitration hearing and will split all court reporter's expenses.

7.11. In accordance with the principle "obey now, grieve later," employees will comply with the Employer's work rules, policies, procedures and instructions and may not engage in "self-help." Failure to comply with this provision will constitute grounds for immediate employment termination. However, nothing in this provision requires an employee to violate any law or take actions that are reasonably likely to create an imminent threat of bodily harm.

7.12. Nothing in this Agreement will preclude the Union from settling or withdrawing any grievance any bargaining unit employee files. The parties will deem any withdrawal prejudicial should the identical grievance later be re-filed. Any grievance settled between the Union and the Employer will not establish a precedent with respect to any past, present or future circumstance.

7.13. Recognizing the principle that work time is for work, grievances will not be filed or processed on the employee's working time, but may be filed and processed before work,

after work, and during lunch or breaks. The Employer will not compensate any employee or Union representative for time devoted to filing, processing, or investigating grievances.

7.14. The grievance and arbitration procedure expires with the collective bargaining agreement, and no grievance will be entitled to arbitration after the date of expiration except that grievances filed during the life of this Agreement or concerning events occurring during the life of this Agreement will be entitled to processing to arbitration.

ARTICLE 8

NO STRIKE

8.1. During the term of this Agreement, there will be no strike, sit-in, work stoppage, slowdown, sympathy strike, unfair labor practice strike, picketing, demonstration or other interruption, curtailment, or restriction of work by the Union, its members or other bargaining unit employees, individually or collectively, for any reason whether or not it be arbitrable under this Agreement. Employees will not be entitled to any benefits or wages while they are engaged in any activity violating this section. The parties also recognize the Employer's right to take disciplinary action, including discharge, against any employee who participates in an action violating this section, whether it takes such action against all of the participants or against only selected participant(s), and also recognizes that Union stewards may be subject to disciplinary action not only for their participation in violation of this section but also for their failure to take appropriate steps to avoid or stop employees' violations of this section. Any discipline under this Article will be without recourse to the grievance and arbitration procedure.

8.2. If any employee or group of employees covered by this Agreement violates this provision, the Union will immediately:

(a) Instruct such employee(s) to resume work immediately and, if unable to so instruct such employee(s) within six (6) hours, the Union will so instruct such employee(s) by overnight mail; and

(b) Take all other reasonable steps available to it to bring about observance of this section's provisions.

8.3. The Union will indemnify the Company for any losses that the Company incurs because any Union member, officer or agent violates this Article unless the Union follows the provisions in Section 8.2 of this Agreement. The Company's entitlement to damages is not a subject of the grievance or arbitration procedure, and the Employer will be entitled to pursue its remedy in court. Nothing contained in any Article in this Agreement shall be construed to limit or restrict the Company in its right to seek and obtain such judicial relief against the Union in the event of a breach of the provisions in this Article.

8.4. If an employee is unable to perform work at a work site due to a strike, work stoppage or picketing that threatens the employee's safety or that physically prevents the employee from being able to perform his work duties, the employee will immediately report the situation to his supervisor. If, after reviewing the facts, his supervisor concurs, the Supervisor will assign the employee to perform other work or, if there is no other bargaining unit work available, the Supervisor will excuse the employee from work without pay.

8.5. During the term of this Agreement, the Company will not engage in a lock-out of employees.

ARTICLE 9

JOB VACANCIES AND TRANSFERS

9.1. When the Employer wants to fill a job vacancy, or when the Employer creates a new job and/or classification, the Employer will notify employees of the vacancy, stating the job classification and pay rate seven (7) days in advance. The notification will state the job title, location, qualifications, and duties. The Employer will notify the Union in writing seven (7) days in advance that it intends to fill a newly created bargaining unit job, and will provide the title and the associated location, qualifications, duties and wage rate.

9.2. Any employee may bid for vacant bargaining unit jobs. The Employer will award the bid to the employee who has satisfactory attendance that it determines possesses the greatest skill, knowledge, and ability relevant to the vacant job. The Employer reserves the right to interview all qualified applicants before awarding the job and to determine the employees' skill, knowledge, and ability. To the extent two or more applicants are equally skilled, knowledgeable, and able, the Employer will award the bid to the most senior applicant.

9.3. If none of the internal applicants for the position is qualified, or if there are no internal applicants, the Employer will seek applicants from outside sources.

9.4. The successful bidder will have a maximum trial period of fifteen (15) workdays to demonstrate proficiency at performing the job. Within this period, the employee may elect to return to his previous job without penalty, or, in the Employer's discretion, the Employer may remove such employee from such job if the employee's performance is not satisfactory.

9.5. If the successful bidder leaves or is removed from the aforementioned job during the trial period, the next qualified bidder will be placed in the job as if he had been the successful bidder in the first instance. If such second qualified bidder declines the job, leaves, or is removed from the job, the Employer will re-notify employees of the job opening or seek outside candidates.

9.6. The Employer will not permanently transfer a bargaining unit employee to a position outside the bargaining unit without the employee's consent. The Employer will grant bargaining unit employees' requests to transfer to another position inside the bargaining unit if a vacancy exists in the requested area and the employee is the most qualified. The Employer reserves the right to transfer employees between bargaining unit supervisor groups as business needs dictate.

ARTICLE 10

SENIORITY

10.1 Bargaining unit seniority is defined as the length of continuous employment in the bargaining unit. Company seniority is defined as the length of continuous employment

with the Employer. When the sole term “seniority” is used, it refers to both bargaining unit and Company seniority.

10.2 Employees whom the Employer previously employed and whom the Employer subsequently rehires are considered new hires and are subject to the probationary period established in Article 5 of this Agreement.

10.3 Seniority will be broken and lost, and all employment rights terminated when any of the following occur:

- (a) the employee quits, resigns or retires; or
- (b) the employee is discharged for just cause; or
- (c) the non-probationary employee is RIF'd or on any type of leave of absence for six months, except as otherwise prohibited by law; or
- (d) the probationary employee is RIF'd or on any type of leave of absence for the length of his continuous service, except as otherwise prohibited by law; or
- (e) the employee is absent for two consecutive workdays without notification acceptable to the Company; or
- (f) the employee fails or refuses to return from a leave of absence at its stated date of expiration; or
- (g) the employee refuses or fails to return to work from RIF on the date specified for recall; or
- (h) the employee engages in outside employment during an approved leave of absence without prior written authorization from the Company.

10.4 Any employee who at one time was a bargaining unit employee and is now employed in, or may be promoted to, a supervisory position with the Company will not forfeit any of his seniority and may be returned to the bargaining unit at any time with full seniority rights and with accumulated seniority while employed as a supervisor.

10.5 The Employer agrees to post and to supply the Union with a current seniority list every quarter only. The list will include names, job classifications and seniority dates. If the Union does not file exceptions within five working days after the Employee has furnished the Union with each roster, the roster will be considered correct.

ARTICLE 11

REDUCTION IN FORCE (RIF) AND LOSS OF WORK

11.1. If the Company determines the need to reduce its work force due to seasonal or other temporary work volume fluctuations (RIF) or loss of work, it will RIF or separate employees from the payroll, respectively, in the following order:

(a) Any temporary, seasonal, or casual employees.

(b) Probationary employees by job classification or any other employee not actively performing all essential functions included in bargaining unit work, to the extent permitted by law, without consideration for any differentials in length of service between such employees. When an employee not actively performing all essential functions included in bargaining unit work is released to return to work, the employee's RIF status will be reviewed and, if the employee would not have been RIF'd under (d) or (e) below, the employee will be recalled.

(c) Non-probationary employee volunteers by job classification and qualifications required to perform the remaining work, in the order they volunteer, after the Company sends one email to all non-probationary employees' Company and personal email addresses on file providing notice of RIF opportunities. If a volunteer asks to be recalled during the RIF, he/she will be recalled unless he/she would have been RIF'd pursuant to sections (d) or (e) below.

(d) Non-probationary employees by job classification, by inverse bargaining unit seniority, who do not meet the metrics in subsection (e) below.

(e) Non-probationary employees by job classification, by inverse bargaining unit seniority, who meet the following metrics as of the date of the volunteer email referenced in subparagraph (c) above.

(1) Productivity: 100% Daily Work Summary Submissions Percentage, when within the employee's control (90-day lookback period)

(2) Quality: 100% Sketch and Fuse Records Pass/Fail Percentage, when within the employee's control (90-day lookback period)

(3) Safety:

(a) Score of 8 on Driver Scorecard

(b) 92% or above rate for weekly A3 submissions (90-day lookback period)

(c) 0 Failed JBOs (90-day lookback period)

11.2. When the Company can demonstrate that following the order of RIF stated in 11.1(d) and/or (e) above would result in the inability to perform certain customer work, the Company may refrain from RIFing an employee(s) with the requisite qualifications who otherwise would be RIF'd. If at any time during a RIF, the Company needs more employees with a specific qualification(s), the Company may recall from RIF the most senior RIF'd employee(s) with the required qualification(s) and, if necessary, RIF the active employee(s) without the required qualification(s) who would next be RIF'd based on 11.1(d) or (e) above.

11.3. The Company will recall employees by job classification in the reverse order of RIF, provided such employee has the qualifications to fill the vacant position. The Company may recall those RIF'd pursuant to section 11.1(c) when they otherwise would have been recalled under this provision or may offer those employees the option to continue to be RIF'd for an additional period, at the Employer's discretion. Notice of recall will be given by telephone and confirmed in writing to the employee's personal email address, or if the Company does not have a personal email address on file, by overnight mail. If the Company is unable to speak with the employee, the Union will receive a contemporaneous email notification. The Employee is responsible for ensuring the Company has his/her current contact information. A summary of bargaining unit employees' RIF/recall status will be given to the Union weekly. Failure of any employee to report within three (3) calendar days of written notification of recall (or, when more than three (3) calendar days' notice has been given, failure to report on the specified return-to-work date) will constitute loss of seniority and all employment rights will be terminated. The Company may extend the reporting period by up to two (2) calendar days under extenuating circumstances. Final determination of whether extenuating circumstances exist will be made by the Company after discussion with the Union.

11.4. The Employer may hire and train trainees while non-probationary employees are on RIF, but the trainees may not perform bargaining unit work while non-probationary employees are on RIF; except trainees may perform bargaining unit work while non-probationary employees are on voluntary RIF if the Employer is offering, and the RIF'd employee accepts the offer to remain on voluntary RIF, or when RIF'd employees are unable to perform the essential job functions.

11.5. When limited bargaining unit work is available for a period of ten (10) workdays or less, the provisions of this Article will not apply.

11.6. Hours reductions that the Company implements because of business volume changes do not constitute a RIF, and this Article's provisions do not apply.

11.7. The parties agree that during the first thirty (30) days of the Agreement, the provisions of Article 11(d) and (e) will not apply and from 30-90 days after Agreement implementation, Article 11(d) and (e) would be applicable, but with a 30-day lookback period. During the first thirty (30) days of the Agreement, the involuntary RIF of non-probationary employees shall be by inverse bargaining unit seniority. However, during the first 90 days of the Agreement, when the Company can demonstrate that RIFing by inverse bargaining unit seniority would result in the inability to perform certain customer work, then the Company may refrain from RIFing an employee(s) with the requisite qualifications who otherwise would be RIF'd. If at any time during the RIF, the Company needs more employees with a specific qualification(s), the Company may RIF the least senior active employee(s) without the required qualification(s) and recall from RIF the most senior RIF'd employee(s) with the required qualification(s) who would next be RIF'd based on 11.1(d) or (e) above.

11.8. The Company will not assign non-management non-bargaining unit employees to perform work done by bargaining unit employees while bargaining unit employees are on RIF, except as necessary to fill staffing gaps caused by delays in employees on RIF returning

to work following recall. The Company may not RIF bargaining unit employees while non-management non-bargaining unit employees are assigned to perform bargaining unit work.

11.9. There shall be no reduction in the hours worked by bargaining unit employees because of the contracting out of bargaining unit work.

11.10. The need to reduce the workforce due to total or partial contract loss will not constitute a RIF, but instead will constitute “loss of work.”

11.11. Employees separated from payroll due to loss of work will lose seniority and all employment rights will be lost.

11.12. All actions taken under this Article will be implemented based on the date of the volunteer email referenced in 11.1(c) above.

ARTICLE 12 WAGES

12.1. The Employer will pay employees bi-weekly. The Employer will direct deposit employees’ pay into their personal bank accounts (up to a maximum of three (3) different accounts) or they can elect to use the company-sponsored pay card.

12.2. On the first full pay period following implementation of this collective bargaining agreement, current employees’ pay rates will be as follows:

TENURE	RATE/HR.
0 months - OQ’d & Independent	\$16.00
OQ’d & Independent	\$18.00
3 months OQ’d & Independent	\$22.00
6 months OQ’d & Independent	\$25.50
Employees > 6 months OQ’d & Independent not receiving above section 12.2 increase	Up to 2.75% increase to current pay rate based on Quality (50%), Productivity (25%), and Safety (25%) as specified in section 12.5 below.

12.3. No employee’s wage rate will be decreased upon implementation of this wage scale.

12.4. Employees hired after implementation of this Agreement will be paid on the first full pay period following the specified periods as follows:

TENURE	RATE/HR.
0 months - OQ'd & Independent	\$16.00
OQ'd & Independent	\$18.00
April 1 or October 1 and equal to or >3 months from DOH & On Project	\$20.00
Six months following prior wage rate increase	\$22.00
Six months following prior wage increase	\$24.25

12.5. Effective on the first full pay period following April 1, 2022, April 1, 2023, and April 1, 2024, employees with at least 12 months since date of hire who have completed the progression in sections 12.2 or 12.4 will be eligible to receive a 1.75% across-the-board wage increase and up to a 1.75% merit-based increase based on Quality (50%), Productivity (25%), and Safety (25%), as follows:

Productivity: 100% Daily Work Summary Submissions Percentage, when within the employee's control (lookback period to previous evaluation)

Quality: 100% Sketch and Fuse Records Pass/Fail Percentage, when within the employee's control (lookback period to previous evaluation)

Safety: Score of 8 on Driver Scorecard; 92% or above rate for weekly A3 submissions (lookback period to previous evaluation); and Failed JBOs (lookback period to previous evaluation)

12.6. If this Agreement is ratified on or before October 31, 2021, all bargaining unit employees on the payroll on the date of Agreement implementation will receive a cash bonus within thirty (30) days of implementation of this Agreement based on the following formula: An employee's full months of service multiplied by eighty dollars (\$80.00).

ARTICLE 13 **LEAVES OF ABSENCE**

13.1. The Company will comply with the terms of the Family and Medical Leave Act and its policy administering it.

13.2. The Company will comply with the terms of applicable New York State and municipal laws governing leaves of absence and its policies administering them.

13.3. The Company will grant leaves of absence for military service in accordance with all applicable laws.

13.4. The Company may grant a full-time, non-probationary employee a personal leave of absence, without pay, typically not to exceed thirty (30) days per calendar year, for good and compelling reasons, upon receipt of a written request for such leave. It is acceptable for an employee to submit such requests to the Leave Department using Webform and for the Employer to grant or deny such requests. The Company will consider each such request on an individual basis, and the Company will approve or disapprove it based on the request's merit. Under exceptional circumstances, the Company may grant additional time for leaves of absence at its discretion. The Company's decision will be final. Before the Company will consider an employee for return from a medical leave of absence, the employee must submit a doctor's certificate stating he is able to return to work. The Company reserves the right to require the employee to take and pass a return-to-work physical exam.

13.5. An employee must submit a request for a leave of absence at least 10 working days prior to the intended commencement of the leave. The Company may grant exceptions to the 10 working days requirement for documented emergency medical conditions beyond the employee's control. The Employer reserves the right to require acceptable documentation to support the granting or extension of any leave. The employee must submit to the Leave Department any request for extension of leave at least five working days prior to the expiration of the current leave.

13.6. No employee will engage in outside employment during an Employer approved leave of absence without the Project/Operational Manager's prior written permission.

13.7. An employee seeking to return from a leave or extension granted under this Article must notify the Leave Department via Webform not less than seven calendar days prior to the intended date of return. The Company will place a returning employee in the first available position for which he/she is qualified, unless otherwise required by law.

ARTICLE 14

SAFETY AND HEALTH

14.1. The Company, Union and employees recognize the importance of maintaining high standards of safety and health to prevent injury and illness. Each employee has the primary responsibility to observe practices of health, safety, cleanliness, neat dress and appearance.

14.2. The Company will make reasonable provisions for safety in accordance with federal, state, and local standards. The Company may establish safe working and operating practices and guidelines to ensure employee and public safety.

14.3. The Company is responsible for providing a safe work environment for its employees and for ensuring that employees comply with the Company's established safety rules and standards, including enforcing all such rules and standards.

14.4. Employees must comply with the safety provisions the Company's customers contractually require, including but not limited to wearing and utilizing all Company issued PPE when required. Employees are responsible for abiding by the rules and regulations that govern safe working conditions.

ARTICLE 15
PAID TIME OFF AND PAID SICK TIME

15.1. The Employer provides a Paid Time Off (PTO) benefit for all regular, full-time employees. Part-time employees are not eligible for PTO. PTO may be used for vacation time, personal time and/or time off for illness and no specific designation is required to request or use available PTO. Full-time and part-time bargaining unit employees also are eligible for Paid Sick Time ("PST") under the Employer's Paid Sick Time Supplement for New York Employees.

15.2. The Employer will pay PTO to non-exempt employees based on the employee's current straight time hourly rate and on the regular pay schedule.

15.3. Under the Employer's Paid Sick Time Supplement for New York Employees, bargaining unit employees receive fifty-six (56) hours of PST frontloaded upon date of hire. Bargaining unit employees are not eligible for PTO during the calendar year of hire.

15.4. Bargaining unit employees will remain on the current PTO schedule through December 31, 2021.

15.5. Thereafter, and to ensure compliance with the Employer's Paid Sick Time Supplement for New York Employees, effective on the first January 1, following date of hire, an employee will receive 48 hours PTO prorated based on his upcoming anniversary date. In addition, the employee will receive PST for the difference between the PTO accrual amount and fifty-six (56) hours.

15.6. On the second and third January 1^{sts} following an employee's date of hire, he will receive 48 hours of PTO and 8 hours of PST. Following is the PTO accrual schedule, effective January 1, 2022:

LENGTH OF SERVICE ON JANUARY 1	PTO AVAILABLE FOR PRE-ACCRUAL USE DURING THE CALENDAR YEAR	ACCRUAL RATE (PTO ACCRUAL BEGINS JANUARY 1 IN ANY YEAR IN WHICH WORK IS PERFORMED)
From one year up to and including 2 years	48 hours	0.1315 hours per day
3 – 4 years	96 hours	0.2630 hours per day
5 – 9 years	120 hours	0.3288 hours per day
10 years or more	160 hours	0.4384 hours per day

15.7. Effective January 1, 2022, when an employee reaches his 3rd, 5th, and 10th anniversary date, he begins accruing the incremental amount of prorated PTO at the next tier. This PTO is available for use even before it is accrued. The additional PTO is prorated for the remainder of the calendar year. Following is an example for an employee with a May 30, 2021 hire date:

ANNIVERSARY	DATE	PTO
Upon hire	5/30/2021	56 hours PST
	1/1/2022	28 hours PTO plus 28 hours PST
	1/1/2023	48 hours PTO plus 8 hours PST
	1/1/2024*	48 hours PTO plus 8 hours PST
3 rd anniversary	5/30/2024*	Additional 28 hours PTO available for use through end of calendar year (difference of 48 between old 48 hours accrual and new 96 hours accrual divided by 12 months x 7 months remaining)
	1/1/2025*	96 hours PTO available for use through end of calendar year
	1/1/2026*	96 hours PTO available for use through end of calendar year
5 th anniversary	5/30/2026*	Additional 14.0 hours PTO available for use through end of calendar year (difference of 24 hours between old 96 hours accrual and new 120 hours accrual divided by 12 months x 7 months remaining)
	1/1/2027*	120 hours PTO available through end of calendar year
	1/1/2028*	120 hours PTO available through end of calendar year
	1/1/2029*	120 hours PTO available through end of calendar year
	1/1/2030*	120 hours PTO available through end of calendar year
	1/1/2031*	120 hours PTO available through end of calendar year
10 th anniversary	5/30/2031*	Additional 23.33 hours PTO available for use through end of calendar year (difference of 40 hours between old 120 hours accrual and new 160 hours accrual divided by 12 months x 7 months remaining)
	1/1/2032 and each January 1st thereafter*	160 hours PTO available for use through end of calendar year
*For explanatory purposes only; contract expiration date is October 31, 2023.		

15.8. Employees who wish to use PTO while on a leave of absence, including RIF, may request PTO through Workday.

15.9. PTO may only be used on or before December 31 of the year in which it is accrued. There is no annual payout or carryover of PTO, except as required by law. Upon termination of employment, all employees will be paid unused accrued PTO for the calendar year in which they are terminated. Scheduling PTO is at management's discretion. Employees must request PTO in advance. If an employee has used all available PTO, taking additional time off without pay will not be permitted without prior approval. PTO MUST be used before unpaid time off can be taken. Employees may not use PTO to cover a No Call, No Show.

15.10. When an employee is placed on RIF, he will be paid accrued unused PTO upon request.

15.11. If an employee has accrued PTO, he will be required to use all accrued and unused PTO concurrent with FMLA, other leaves of absence, and workers' compensation absences. If an employee is prohibited from working due to a public health emergency, he may use PTO to cover that absence.

ARTICLE 16

HOLIDAYS

16.1. The Employer will grant employees who have completed ninety (90) calendar days of employment a holiday allowance on each of the holidays specified in this Article. An employee who is required to work on the day observed as a holiday and who does not report to work will be ineligible for holiday pay or an alternate day off work and may be subject to discipline.

16.2. The following days are designated as holidays for which employees will be paid eight (8) hours at the base rate:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

16.3. The Employer may schedule employees for holiday work or may excuse them with pay at management's discretion.

16.4. When a holiday listed above falls on Saturday, it will be observed on the preceding Friday. When a holiday listed above falls on a Sunday, it will be observed on the following Monday.

16.5. Employees must work as required the day before and the day after the holiday to be eligible for holiday pay, which is eight (8) hours' pay at the employee's regular hourly rate. Pre-approved PTO days or hours are treated as days or hours worked; therefore, employees using pre-approved PTO will not be denied holiday pay on that basis. Employees on any type of leave are not eligible to receive holiday pay.

16.6. When any of the holidays specified in this Article fall within an employee's vacation, he may receive holiday pay in addition to the number of paid vacation days to which he is otherwise entitled, or he will receive an additional day of vacation during the remainder of the anniversary year. When the employee selects his schedule for vacation during which a holiday occurs, the employee will also select the date on which he will take the additional vacation day, service requirements permitting.

ARTICLE 17
FUNERAL LEAVE

17.1. In case of a family death, upon request, a full-time employee will be granted time off to mourn. The Project/Operational Manager or his designee will approve requests for a maximum of 3 days of time off with funeral leave pay for the death of an employee's parent/step-parent, spouse, grandparent, child/step-child, mother/father-in-law or sibling. The Project/Operational Manager or his designee will determine whether an employee may take additional time off using PTO or unpaid time off. The Employer may request verification of the death.

ARTICLE 18
JURY LEAVE

18.1. The Company encourages employees to fulfill their civic responsibilities by serving jury duty when required. The Company provides the necessary paid time off to employees summoned for jury duty or subpoenaed as a witness, provided the employee's misconduct is not the cause of the court appearance. The Company will calculate jury duty or witness service pay based on the employee's regular base pay rate. Employees are not required to pay any witness fee or jury duty pay they receive to the Company.

18.2. An employee must show a jury duty summons or witness subpoena to his supervisor as soon as possible (during normal working hours) so the supervisor may accommodate the absence. The employee is responsible for informing his supervisor that he has been called for jury duty or subpoenaed to testify as a witness and the times he expects to be absent. If time permits, the Employer expects employees to report for work during normal business hours when excused by the court, but the Employer will not require any employee to work past the point where his/her combined jury duty hours and regular work hours equal the number of hours in a normally scheduled workday.

ARTICLE 19
INSURANCE

19.1. The Company agrees to offer medical, dental, vision, group term life insurance and any other benefits to all employees who apply and meet all of the eligibility requirements as established by the Company's Plan under the terms and conditions offered to similarly situated non-bargaining unit employees. The Company's benefit plans (including but not limited to the benefits provided, the insurance carriers, and the cost of participating in the benefit plans) may be changed at the sole discretion of the Company and without negotiations with the Union.

19.2. If a full-time employee is RIF'd, the Company will pay the employee's full health insurance premium during the RIF.

19.3. USIC will maintain its 401(k) plan for all bargaining unit employees on the same terms and conditions as applied to all of its other similarly situated employees. The 401(k) plan currently allows bargaining unit employees to enroll after three months of service and contribute between 1% and 75%. Employees enroll online through the provider's website or over

the telephone. USIC currently provides a quarterly discretionary match of 50% of employee contributions up to 6% with a maximum match equal to 3% of the employee's annual compensation to employees who are currently employed at the time of the match.

19.4. Employees must have 1000 hours of service during the plan year for vesting and Company match purposes and must be employed on December 31st of the plan year. Under the current plan, employees' contributions and actual earnings thereon vest immediately. The employee vests 20% per anniversary year of continuous service in the Company's matching contribution and earnings thereon, and the Company's matching contribution and earnings thereon fully vest after five years.

19.5. If a bargaining unit employee receives a distribution from another qualified plan, the employee may roll it over into the Company's 401(k) plan immediately. The rolled over amount is also considered an employee contribution, and vests immediately.

ARTICLE 20

TERMS OF AGREEMENT

20.1. If any Agreement provision is or becomes invalid or unenforceable by reason of any federal, state or municipal law or decision now or hereafter in effect, such invalidity or unenforceability will not affect the other Agreement provisions, which will remain in full force and effect during the term of this Agreement.

20.2. The Union acknowledges that it had sufficient opportunity to raise for negotiation the continuation of any "past practices" it sought to retain as working conditions for bargaining unit employees and that the parties have included in this Agreement's specific written terms any and all such agreements and/or practices as the parties have jointly determined should be retained. Any actual or alleged "past practices" not specifically incorporated into this Agreement's specific terms are therefore null and void and of no binding effect or force. If the Company, in its judgment, elects to exercise any practice not included in this Agreement's specific written terms, its exercise is merely incidental and not precedential with respect to any future implementation and therefore is of no future binding force or effect. The Union acknowledges that, during the negotiations that resulted in this Agreement, it had the unlimited right and opportunity to make demands, proposals and counterproposals with respect to any subject or matter not removed by law from collective bargaining, including any and all mandatory or permissive topics of bargaining. This Agreement's written terms contain every agreement of the parties with respect to wages, hours, and terms and conditions of employment defined by law as permissive and/or mandatory bargaining subjects. This Agreement constitutes the parties' sole and entire agreement and supersedes all prior agreements, oral and/or written, between the Employer and any employee, as well as between the Employer and the Union. This Agreement expresses all obligations of, and restrictions placed upon, the unilateral right of the Employer to exercise its judgment in the operation of its business. The Union waives any right or claim to raise for further discussion or negotiation any matter not specifically contained in this Agreement's specific terms, and acknowledges the Company's right to exercise its discretion in the administration of its business unless the specific written terms of this Agreement require otherwise.

20.3. The parties may amend or modify this Agreement at any time, but only by a document, in writing, signed by and on behalf of the parties hereto.

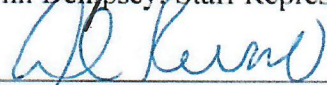
20.4. Any letter of understanding or supplemental agreement into which the Employer and Union enter will not be considered a part of this Agreement and is not subject to the grievance and arbitration procedure hereof, unless specifically provided in such letter of understanding or supplemental agreement.

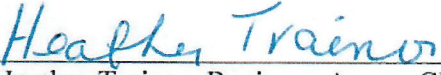
20.5. This Agreement will remain in full force and effect from the date hereof to and including October 31, 2024, and it will automatically renew on the same terms and conditions for consecutive one-year periods unless, 60 days before this Agreement's expiration or the expiration of any extensions thereof, either party gives written notice by overnight or certified mail to the other party that it desires to modify or terminate this Agreement.

Wherefore, the undersigned authorized representatives of their respective principals agree to be bound by the terms of this collective bargaining agreement.

COMMUNICATIONS WORKERS OF AMERICA AND ITS LOCAL 1101


John Dempsey, Staff Representative, CWA


Al Russo, Executive Vice President, CWA Local 1101


Heather Trainor, Business Agent, CWA Local 1101

USIC LOCATING SERVICES, LLC
Doing business as RECONN Utility Services

Michael Ryan, President and CEO

Scot Burris, Senior Vice President, Utility Solutions

Vincent Marchese, Vice President, RECONN

Pam Stansberry, Field Director, Human Resources