

# **AGREEMENT**

**BETWEEN**

**COMMUNICATIONS WORKERS OF  
AMERICA**

**LOCAL 1101**

**AFL-CIO**

**AND**

**YOUR COMPANY (EMPLOYER)**



This is an agreement between your company (Company, "Employer") and the Communications Workers of America, AFL/CIO, 80 Pine Street, New York, NY 10005. (Herein, "Union")

## **1. RECOGNITION**

1.01 Employer recognizes the Union as sole and exclusive collective bargaining agent with respect to hours, wages, and other terms and conditions of employment of all Distribution Technicians, Customer Service Engineers, Senior Technicians and employees, which may be hired to occupational classifications which are not considered excluded by the National Labor Relations Act.

## **2. SUCCESSORSHIP CLAUSE**

2.01 Employer will not sell or assign its business without expressly providing in the contract of sale or assignment that the purchaser or assignee shall be bound by all the terms of this agreement.

## **3. UNION SECURITY**

3.01 Each employee who is a member of the Union on the effective date of this agreement shall, as a condition of employment, remain a member. Each employee who is not a member as a condition of employment, shall, no later than thirty days after his employment or the effective date of this agreement, whichever is later, become and remain a member of the Union. On written notice from a duly authorized Union official that an employee who has been employed more than thirty days has failed to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union, the Employer will discharge such employee within seven days after receipt of such notice unless within such seven days, such employee's failure to tender such dues and initiation fees is cured.

3.02 Union cards shall be used for identification when required on official company business. Its use by any other person is not permitted. This card remains the property of CWA, Local 1101 and must be surrendered to the Union upon demand or upon termination of employment. Violation of these rules may be punishable by law as a misdemeanor. Employers who fail to collect union cards and return to the CWA, Local 1101 will be required to pay the amount equal to dues paid by the employee.

#### **4. TOOLS AND EQUIPMENT**

4.01 The Employer will supply all necessary tools and safety equipment required to perform the job. Each technician will be responsible for all tools supplied by the company. Upon termination, layoff or resignation the employee shall return all tools to company.

#### **5. DUES CHECKOFF**

5.01 Provided the Employer has received from an employee on whose account such deductions are to be made, a signed written request on payroll deduction authorization form, attached to and made a part of this agreement, as Appendix A, the Employer will deduct weekly from the employee's wages, the amount deducted to the Union's Secretary/Treasurer or his authorized agent.

5.02 Payroll Deductions will be made in semi-monthly pay periods for properly executed deduction authorization forms received at the Employer's headquarters on or before the fifth day of the preceding month. However, the Employer assumes no responsibility to the employee or Union for its failure to make or for any errors made in making such deductions but will make such efforts as it deems appropriate to correct errors or omissions, if any.

5.03 Deductions shall be remitted to Union's Secretary/Treasurer no later than twenty days after the end of the preceding month during which deductions were made.

5.04 The Employer agrees to furnish the Union's Secretary/Treasurer, at the time it remits the dues deducted, a roster of all employee's names, addresses, social security numbers, weekly rates of pay, dates of employment, marital status, dependents and dues deducted, or if no deduction was made, the reason for not making a deduction.

5.05 An employee's authorization shall be automatically cancelled upon termination of employment. An employee's authorization shall be suspended upon leave of absence in excess of thirty calendar days.

5.06 Upon return from the leave of absence, the returning employee's deduction authorization shall be reinstated in accordance with 5.02.

5.07 Any change in the amount of monthly Union dues will be certified

to the Employer by the Secretary/Treasurer of the Communications Workers of America. A certificate which changes the contribution due the Union shall become effective the first day of the month following the date the Employer receives such certification.

5.08 The Employer agrees to furnish the Secretary/Treasurer of the Local a roster of all employee's names, addresses, social security numbers, dates of employment, rates of pay, current weekly dues rate and job classification. The list is to be submitted each quarter, not later than ten days following the quarter.

- Whenever the masculine gender is used as a description, it is intended to include the masculine and feminine gender.

## **6. UNION STATUS AND RIGHTS**

6.01 Stewards, Union will notify Employer in writing of the elected officers and stewards (and their alternates in case of the absence of any Union representative authorized to administer this agreement on behalf of the Union), and Employer shall recognize no others.

6.02 Access. An authorized non-employee Union representative shall have reasonable access to Employer's premises to ascertain whether conditions of this agreement are being observed, provided there is no interruption of service or the employer's activities.

6.03 Administration. Those described in 6.01 and 6.02 shall be permitted to transact Union business directly related to the administration of the agreement on the Employer's premises and at times places which shall not interfere with or interrupt the Employer's activities (whether or not the employee is covered by this agreement.) If the Employer believes this privilege is being abused, it shall give written notice to the Union, which shall then endeavor to correct the situation to the mutual satisfaction of the parties. Subject to the foregoing conditions, a steward shall sustain no loss of pay.

6.04 Bulletin Board. A suitable bulletin board or bulletin board space shall be provided at the Employer's premises for Union's exclusive use.

## 7. STRIKE ETC. & LOCKOUT

7.01 There will be no strike, work stoppage, work interruption, slow down, sympathy strike, picketing or boycott by the Union or any employees, and no lockout by the Employer during the life of this agreement.

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

## 8. SENORITY

8.01 Company seniority shall be defined for the purpose of this agreement as the net credit service of the employee. Net credit service shall mean continuous employment with the Employer, beginning with the date on which the employee began work after being hired and including any time spent in the armed forces, interrupting otherwise continuous employment, or any other absence approved by the Employer.

8.02 Every new employee will be on probation for a period of one hundred and eighty days. During that probationary period the new employee shall have no seniority and may be discharged at the Employer's will. However, the Union's claim that the discharge was without just cause shall be subject to the grievance provision of this agreement but shall not be subject to arbitration. Upon completion of one hundred and eight days of service or sooner, at the Employer's option, the new employee shall become a regular employee with seniority retroactive to his date of hire.

8.03 In the event of a layoff, the company shall determine the occupational classifications. Employees in the affected occupational classification shall have the options of bumping into a lower job classification if he has more Company seniority. An employee exercising this right to bump shall then receive the wage of the job classification he occupies after bumping and will remain on the recall list.

**Management will make every effort to utilize all of the members to work on all ongoing work projects in order to prevent one or two day layoffs. This is to insure our members work at least 40 hours per week.**

- a) The Company shall lay off employees in the inverse

order of seniority determined by the net credit service, However, if an employee in the group whose seniority would otherwise cause his layoff cannot be replaced by an employee in the same work group who is qualified to serve as a replacement with only reasonable training, the next senior employee will be laid off,

b) In the event of recall, the Employer shall recall by order of Company net credit service, Senior employee will be recalled first and so on.

8.04 All Seniority rights and all other rights under this agreement shall be lost if the following occurs: (a) an employee quits employment; (b) an employee is discharged for just cause; (c) an employee is absent from active employment for one year; (d) an employee fails to return to work within seven calendar days after notice of recall is sent, return receipt requested, to the last address the employee supplied the Employer.

a) An employee promoted to or transferred out of the bargaining unit but remaining in the Employer's employ shall upon the completion of 180 days service after his return to the bargaining unit have his net service date adjusted to reflect his seniority to the date of hire, during this period, those employees shall be considered to have no seniority.

## **9. GRIEVANCE PROCEDURE – ARBITRATION**

9.01 A grievance is a dispute involving the interpretation or application of any provision of this agreement.

9.02 Scope and Steps. Except as otherwise stated in this section, any dispute between Employer and Union will be adjusted in this way:

First Step- It is the parties' position that all complaints will be first discussed informally by the persons most closely involved including the immediate supervisor and shop steward.

Second Step – A complaint by either Union (for itself or an employee) or the Employer must be filed in writing with the other within twenty work days after the knowledge of the occurrence on which it is based, and with each other within ten work days in an effort to adjust it. A complaint, (other than a wage claim), not so filed or pursued will be barred.

Third Step – If the grievance has not been satisfactorily adjusted, then within thirty days of the second step grievance consultation the Union's representative and Employer's Vice President of Operations or his designate will consult

with each other in an effort to adjust it. The reasons stating the parties' position will be exchanged in writing at this meeting.

9.03 Election to Arbitrate – Should the parties fail to adjust the grievance, the parties' will, within 45 calendar days refer to the dispute to the American Arbitration Association by written notice requesting that agency to provide panels from which the arbitrator will be selected.

9.04 No Arbitrator shall have the right to modify the Company's action. The Arbitrator shall either find that the Company's action was without just cause, thereby sustaining the Union's position, or that the Company had just cause, thereby sustaining the Company's action. The Arbitrator's decision shall be binding upon the parties and the Company and Union agree to abide thereby. The compensation and expenses of the Arbitrator shall be divided equally between the parties. It is further understood that only the Union or the Employer may process grievance arbitration.

9.05 The date, time and location for a grievance and arbitration hearing shall be fixed by agreement between the Union and Employer.

## **10. DISCIPLINE AND DISCHARGE**

10.01 Except that a new employee will be on probation for the one hundred and eighty days and subject to discipline and discharge at Employer's will, no employee will be disciplined or discharged without just cause, and Employer will, within seven days, notify the Union in writing of any discipline or discharge.

10.02 An Employee apparently subject to summary discharge shall ordinarily first be placed on indefinite suspension to afford the Union an opportunity to pursue the circumstances with the Employer. On receipt of written notice pursuant to 9.01, the Union will, within fifteen days, schedule a second step meeting as described in 9.02.

10.03 Except in instances where an employee's misconduct constitutes just cause for summary discharge, the Employer subscribes to the principle of progressive discipline, a progression consisting generally of an oral warning, followed by a written warning, followed by a one to three- day suspension without pay, followed by more extensive discipline up to and including discharge.

10.04 The Employer agrees to furnish the Local Union and Shop

Steward as soon as possible, copies of all written warnings and suspensions given to any of its employees. It is understood that whenever possible, the Shop Steward will be notified prior to any disciplinary action.

## 11. VACATIONS

11.01 Vacations will accrue on the following schedule:

Service	Number of Weeks
1 Year	1
2 Years	2
5 Years	3
12 Years	4

11.02 All Vacations will accrue as of the anniversary date employment.

11.03 Any employee who takes a vacation, which overlaps one or more designated holidays, may have the vacation period extended by the number of days that coincide with the number of holidays.

11.04 Vacation pay shall be paid on the last payday immediately preceding the employee's vacation. All request for vacation pay must be in writing, signed and approved by the employee's supervisor. Request for vacation should be submitted no later than April 30<sup>th</sup>.

11.05 The scheduling of available vacation weeks shall be such that no more than 30% of the employees in a particular classification will be permitted to be on vacation at any one time during the calendar year. However, those employees who elect to extend their vacation period pursuant to Article 11.03 shall not be considered to be on vacation when scheduling available vacation weeks.

11.06 Vacation selections will be scheduled in order of seniority. Any vacation requests after April 30<sup>th</sup> will be satisfied on a first come first serve basis.

11.07 A vacation must be taken by whole weeks, but not necessarily consecutive weeks.



11.08 Vacations cannot be carried over from year to year unless specifically requested of and approved by the employer. With employer's written approval, an employee may (a) work his vacation, (b) carry it over for use during the succeeding years. Scheduling of vacations. However, shall not interfere with operational needs.

## 12. WORK TIME

12.01 The basic work day will be eight hours, exclusive of one-half hour meal period (which will not be considered time worked.) Each employee will report for work at a definite time between 6:00 a.m. and 9:00 a.m., and his time will run until the end of his scheduled work period. The basic work week for each employee will be forty hours, Monday through Friday, or Tuesdays through Saturday.

12.02 Any permanent change in the basic workweek or workday will be announced the week prior to the change. Temporary changes to meet business needs may occur from time to time. However, when the Employer is unable or fails to give at least one weeks' the employee shall be paid as follows:

- (a) The hourly rate as provided in Article 12.01 for all hours during his regular tour whether worked or not.
- (b) One and one half his hourly rate for all time worked outside the hours of his regular tour which is within the hours of his new newly scheduled tour.

## 13. CLASSIFICATION AND BASIC COMPENSATION

13.01 The basic requirements for each classification are as follows:

### Distribution Technician

- Cable and wire installation using floor ducts, conduit and stud drilling and associated tools and equipment.
- Cable and wire termination using industry standard jacks and color code.
- Test equipment
- Practices safety throughout all tasks.

### Customer Service Engineer (Install/Maintain PBX/PABX)

- Electrical telephone and theory.
- Installs electronic key equipment.
- Installation of specialized key systems PBX-PABX, including programming.
- System cable requirements for PBX-PABX.
- Electrical and environmental applications, i.e. power, grounding, air conditioning and humidity control.
- Complete testing and troubleshooting.
- Test equipment, i.e. Cable scanner, OTDR, Power Loss Meter, and specialized gear.
- Technician is responsible for all necessary customer contract.

Senior Technician (Complete Telephone Systems Maintainer)

- Advanced Electronics.
- Specialized equipment.
- Telephone transmission.
- Safety throughout tasks.
- Have the ability to activate a new system after the installation work has been completed.
- Network troubleshooting.
- Software & programming.

### 13.02 CLASSIFICATION

The company will conduct training of employees in order to qualify employees for promotions. When qualifications and training are the same, company seniority shall be the determining factor in promotions. The Union agrees if no employee is qualified for promotion, the company may hire from outside sources. The employee so promoted will have a thirty-day trial period in the promoted class. If the employee who is promoted doesn't qualify, he/she will be returned to their former class, and the next senior qualified employee shall be promoted into the class. Craftsmen having been advanced to a higher classification will not be reduced to a lower classification due to company force reduction. In the event of bumping, Paragraph 8.03 will prevail.

Employees covered by this agreement shall be placed within a class shown upon execution of this agreement. The company shall notify the employees and the Union of which individuals are in what class.

Employers shall be required to maintain a minimum of 10 percent (10%) of the workforce in the job titles of Customer Service Engineer and/or Senior Technician.

Employees will progress to the next highest step of their progression table, starting on the Sunday of the payroll week, which includes February 1, and August 1 of each calendar year. On the anniversary of the contract employees will move to the next highest progression step of the current wage table for that year.

Employees on probation are not eligible to receive a raise on the anniversary of the contract.

### 13.03 Basic Minimum Wage rate for Hourly Employees

These rates will be retroactive to .

Except as otherwise stated below, the basic minimum hourly wage rates will be;

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Distribution Technician

	Current	20-Aug	20-Aug	22-Aug
Entry	\$17.23	\$17.75	\$18.28	\$18.83
6 -months	\$17.92	\$18.46	\$19.01	\$19.58
12-months	\$18.64	\$19.20	\$19.78	\$20.37
18-months	\$19.20	\$19.78	\$20.37	\$20.98
24-months	\$19.76	\$20.35	\$20.96	\$21.59
30-months	\$21.99	\$22.65	\$23.32	\$24.02
36-months	\$23.28	\$23.97	\$24.69	\$25.43
42-months	\$25.39	\$26.16	\$26.94	\$27.75
48-months	\$26.58	\$27.37	\$28.19	\$29.04

Customer Service Engineer

	Current	20-Aug	21-Aug	22-Aug
Entry	\$26.58	\$27.37	\$28.19	\$29.04
6 -months	\$27.69	\$28.52	\$29.38	\$30.26
12-months	\$28.95	\$29.81	\$30.71	\$31.63
18-months	\$30.18	\$31.09	\$32.02	\$32.98
24-months	\$31.15	\$32.09	\$33.05	\$34.04
30-months	\$33.09	\$34.08	\$35.10	\$36.16
36-months	\$35.16	\$36.22	\$37.31	\$38.42
42-months	\$37.66	\$38.79	\$39.95	\$41.15
48-months	\$39.83	\$41.02	\$42.26	\$43.52

Senior Technician

	Current	20-Aug	21-Aug	22-Aug
Entry	\$32.02	\$32.98	\$33.97	\$34.99
6 -months	\$33.22	\$34.22	\$35.24	\$36.30
12-months	\$34.42	\$35.45	\$36.52	\$37.61
18-months	\$35.76	\$36.84	\$37.94	\$39.08
24-months	\$36.99	\$38.10	\$39.24	\$40.42
30-months	\$38.20	\$39.35	\$40.53	\$41.74
36-months	\$39.84	\$41.04	\$42.27	\$43.54
42-months	\$41.03	\$42.26	\$43.53	\$44.84
48-months	\$42.27	\$43.53	\$44.84	\$46.19
54- months	\$43.12	\$44.41	\$45.74	\$47.12
60-months	\$44.74	\$46.08	\$47.46	\$48.88

#### 13.04 In-Charge Pay

Customer Service Engineers and Senior Technicians will be paid \$2.50 per hour in addition to the above wages when assigned in charge positions by management.

In-Charge Person – shall be defined as follows:

A project of three employees or more for a duration of one week or more. The in-charge person shall be designated by a manager. The in-charge person will report to the installation supervisor. His responsibilities will include but not limited to:

1. Scheduling daily crew work and assignments. Manpower requirements, material quantities and delivery. Assumes responsibility for all company property assigned to project (ladders, tools, gang box, company materials, etc.,)
2. Perform crew time sheet administration for accurate account of work hours on a weekly basis on each site. Is responsible for tools assigned to individuals on the job site. Tools to be returned in same condition as received.
3. Acts as on-site contact for conversations between the customer and company. Resolves site problems with the other trades as well as co-workers.
4. Maintain accurate records for moves, adds, changes, deletions and down time. Is responsible to fill out company issued work orders for above mentioned items.
5. Responsible for developing installation quantities for job close-out.
6. Arrange for excess material pick-ups.

### **14. PREMIUM WAGE RATES**

#### 14.01 Overtime Rates

After forty hours paid in any week and on Saturdays, an employee will be paid at one and one-half times the basic wage rate. For Sunday work, an employee will be paid at two times the basic wage rate. If, however, an employee's normal work week is other than Monday through Friday, and he works seven consecutive days, for the seventh day worked, the employee will be paid at two times the basic wage rate. The Employer agrees to assign overtime as equitably as possible.

#### 14.02 Pay Basis

An employee will, except as otherwise expressly stated in this agreement, be paid only for time worked.

#### 14.03 Dinner Allowance

If an employee is required to work three hours beyond his basic work day, he will be entitled to a dinner allowance not to exceed \$12.00. A receipt for dinner must be produced for the employee to receive a dinner allowance.

#### 14.04 Call-in Pay

Employees who are called into work at times outside of their regular shift or work schedule shall be guaranteed at least four hours pay as the then applicable rate.

#### 14.05 On Call Pay

When the employee is required to by the employer carry a beeper for specific periods of time and must remain within beeper range will be entitled to two (2) hours of pay at the employee's base wage rate for every eight (8) hours spent on-call.

### **15. SHIFT DIFFERENTIALS**

Whenever a scheduled tour of duty ends after 6:00 p.m., each employee shall receive a Night Tour Differential of ten percent (10%) of the employee's basic weekly wage rate. The Differential shall be included in wage payments by adding said this 10% to the employee's basic hourly rate.

### **16. WORK PERFORMED AWAY FROM OFFICE NOT REQUIRING BOARD & LODGING**

16.01 All employees are to report to job sites within a thirty-five-mile radius of the Employer's office. Employees hired locally for the duration of a specific job are not eligible for compensation for travel or travel time to or from the job site.

16.02 When an employee is required to report to a job site outside that thirty-five-mile radius, the Employer will reimburse the employee for twice the shortest road mile distance between the job site and the thirty-five-mile radius. Reimbursement rate will be forty-four and one-half cents per mile plus tolls.

16.03 When an employee is required to report to a job site outside a fifty-mile radius of Employer's office, the Employer will, in addition to reimbursing travel pursuant to 16.02, compensate the employee for twice the shortest road mile distance between the job site and the fifty-mile radius at a rate of one and one-half minutes per mile.

16.04 In the event an employee needs to use his automobile on Company business, as distinguished from reporting from his residence to a job site, the Employer will reimburse the employee for such usage at the rate of forty-four and one-half cents per mile plus tolls and parking. In no event shall an employee be required to use his automobile, for company business, as a condition of employment.

16.05 In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business deduction from gross income during the term of this agreement, the company will increase the amount of reimbursement accordingly.

## **17. BOARD AND LODGING ASSIGNMENT**

17.01 When an employee is temporarily transferred to an assignment which requires him to begin or end his work day outside the fifty-mile radius of the Employer's office, he shall board and lodge at or near the location of the temporary assignment, he shall elect one of the following methods of treatment in lieu of daily travel allowance provided in section 16.

- (a) The employee may elect to receive a board and lodging allowance of one hundred dollars (\$100.00) for each work day of such assignment. When an employee who has chosen this method of treatment is not required to work on a Saturday or a Sunday which intervenes between any two weeks of the same assignment and he continues to board and lodge throughout the Saturday or throughout both days, he shall receive a board and lodge allowance of one hundred dollars (\$100.00) for each such Saturday or Sunday. The employee shall also receive a meal allowance of forty dollars (\$40.00)
- (b) The employee may elect to lodge in a company-provided residence at Employer's expense and receive a daily meal allowance.
- (c) The employee's initial election may be changed during a board and lodging assignment by agreement between employee and Employer.

#### 17.02 Local Hiring

Employees hired locally for the duration of a specific job are not eligible for board and lodging allowance. If hires permanently, employee will be assigned to a reporting base, seniority will be retroactive to original hire date, and for 30 days will be eligible for daily travel allowance for work-related travel in excess of 25 road miles from his home at forty-four and one-half (\$.44 ½) per mile plus tolls.

#### 17.03 Travel Time for Hourly Employees

When an employee is required to report to a job site outside a fifty-mile radius of the Employer's office, the time required to be spent by the employee in traveling between home and the job site at the start and completion of the assignment shall be treated as work time and paid at the employee's hourly rate.

#### 17.04 Travel Expense

When an employee is required to report to a job site outside of sixty-five-mile radius of the Employer's office, the Employer shall pay for actual cost of the employee's transportation between home and the job site at the start and completion of the assignment, and every fourth weekend of assignment which lasts more than four consecutive payroll weeks.

### **18. METHODS OF TRANSPORTATION**

The Employer may select the method of transportation to be used by the employee or may furnish part or all of such transportation by arranging for the employee to drive or ride in an Employer-provided motor vehicle without cost or by arranging for the employee to ride in a supervisor's car without cost.



## **19. HOLIDAYS**

### **19.01 Number & Identity**

There will be nine holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and one Floating Holiday to be designated by the Employer.

### **19.02 Eligibility & Pay**

After ninety (90) days of employment, an employee not required to work on a holiday will be paid for eight hours at his basic wage rate. However, an employee who fails to work on the last regularly scheduled work day preceding, and the first regularly scheduled work day following a holiday, will receive no pay for such holiday.

### **19.03 Holiday Work**

Employees who work on a holiday will be paid at one and one-half times the basic wage rate for work performed on a holiday in addition to receiving holiday pay.

## **20. MILITARY LEAVE**

Employees who have a military obligation may request a two week leave of absence and will be paid the difference between their gross military pay and their normal regular weekly earnings. To qualify, an employee must submit to his supervisor his military orders directing him to report for duty. Probationary employees are ineligible for a paid leave of absence.

## **21. BEREAVEMENT LEAVE**

After ninety (90) days of employment, an employee will be entitled to leave of absence, as actually needed and used by him, for funeral arrangements, or attendance due to death of his grandparents, parents, brother, sister, spouse or child. The Employer will reimburse him for scheduled work time he actually lost during this leave to a maximum of three eight-hour days at his regular wage rate.

## **22. PERSONAL LEAVE**

### **22.01 Basis**

An employee will be given an unpaid leave of absence for illness or disability and may be given an unpaid leave of absence for other just cause at the Employer's discretion

#### 22.02 Condition

An employee absent for illness or disability will, as Employer may require, furnish Employer's a physician's certificate or submit to examination by Employer's physician as to existence or continuation of his illness or disability.

#### 22.03 Limitation

No employee on an unpaid leave of absence shall be permitted to work for another employer at any time without prior consent of the employer. Such employment by another employer, (except the Union acting as an employer) will constitute grounds for termination.

### 23. JURY DUTY

In the event any employee is called for Jury Duty during the life of the contract, he will be paid his regular salary as if he had worked for a period of up to two weeks per calendar year.

### 24. SICK LEAVE

24.01 Employees shall earn one half (1/2) day of paid short-term sick leave and one half (1/2) day of paid long-term sick leave for each calendar month of continuous employment. One work day is equivalent to eight (8) hours of sick leave.

24.02 During an employee's first ninety days of employment, the employee will earn sick days, but will not receive paid sick days until they have completed ninety days of continuous employment.

24.03 If short-term sick leave is not used during a calendar year, up to 3 days will be carried over to the next year as short term and the balance shall be converted to long-term sick leave. Long-term sick days shall accumulate from year to year up to a maximum of ninety (90) working days.

24.04 Long Term Sick Leave Utilization. An employee will be paid sick leave time from their first day of absence when an employee:

- (a) Is confined as an in-patient in a hospital.
- (b) Has outpatient surgery under anesthesia in a surgical suite, physician's office or dental office.

- (c) Suffers an injury, which requires treatment by a physician with a written statement verifying the injury and circumstances.
- (d) Is absent four (4) or more consecutive workdays due to illness, which requires treatment by a physician with a written statement, verifying illness.
- (e) Is absent more than seven (7) calendar days substantiated by claim for disability benefits.

24.05 Accumulated paid sick days are agreed to for the purpose of protecting the income of an employee when ill or injured and unable to work. Sick days may not be used for illness of family members. Accumulated sick days are not payable to an employee upon termination of their employment for any reason.

Employer may require evidence that the leave is being used properly. Abuse of this benefit will constitute cause for discipline and refund of sick pay.

24.06 All employees as described in this Article shall be permitted to take earned sick time in increments equal to the number of hours in the employee's regularly scheduled shift.

A bank of hours showing the accumulation of earned sick time for each employee shall be established and maintained by payroll and an employee may only be paid those hours of sick time as are earned and accumulated in this bank.

24.07 For sick leave benefits an employee must notify his supervisor at or before his scheduled reporting time on the first day of absence. Failure to do so may cause the employee to lose that day or subsequent days' pay until he reports his illness. It is necessary for the employee to call the company at the end of his designated start time and to call the company at the end of his designated shifts end time to inform the employer if he/she thinks that they will be attending work the next day or not. As well as for the employer to notify the employee where to report for work the next day.

24.08 If an extended leave is necessary due to Worker's Compensation related illness or accident, sick leave benefits will still be paid. Worker's Compensation insurance provide for a coordination of benefits so long as the amount of money received does not exceed the regular weekly salary. Combined with accumulated sick leave, the Employer will maintain the employee's regular weekly salary for the following periods:

- Employees with 0 to 2 years of net credit service will receive pay for their accumulated short term or long term sick leave only.
- Employees with 3 years of net credit service the employer will maintain the employee's regular weekly salary for a period of thirty days.
- Employees with 4 years of net credit service the employer will maintain the employee's regular weekly salary for a period of sixty days.
- Employees with 5 years of net credit service the employer will maintain the employee's regular weekly salary for a period of ninety days.

Employees are only eligible for this benefit clause once in a twelve-month period and only once for the same illness or injury.

Because of the coordination of benefits clause, any monies that an employee receives from compensation or disability must be signed over to the Employer during this period.

24.09 An employee out due to compensation claim, must file the necessary claim papers to receive a weekly paycheck.

## **25. SUBCONTRACTING**

It is the policy and intention of the Employer to preserve for its own employee's all work normally and historically performed by them or work that could be performed by them.

25.01 As such time as it may become necessary to meet the requirements of peak loads or in the event that the requirements of a specific job are such that no bargaining unit employee possesses the skills or training to perform the work, the Employer may contract with outside independent contractors. However, the Employer recognizes and agrees that anytime work is to be contracted or subcontracted out it will give the Union in writing, at least thirty (30) days' notice of its intent to contract or subcontract out bargaining unit work. Furthermore, the Employer agrees to give the Union in writing the name of the Company doing the work, a brief description of the work to be performed, job site or name, and address of the firm where the work is to be performed, due date of the job, and the anticipated duration of the contract with the subcontractor.

25.02 The Employer further recognizes and agrees that in no event will it contract or subcontract out bargaining unit work, if by so doing it would cause directly or indirectly, permanently or temporarily layoffs, part-timing, downgrading or any adverse effect on the Employees in the Bargaining Unit.

## **26. LIMITATION OF SUPERVISORS PERFORMANCE OF BARGAINING UNIT WORK**

No employee shall be displaced by a supervisor's performance of bargaining unit work, and except as provided below supervisory personnel shall not do routine work assigned to hourly workers in the bargaining unit. It is, however, recognized that supervisory personnel must do manual work to effectively perform their jobs in certain circumstances, and therefore may perform the following items of work: Instruction and training; and work in an emergency.

## **27. CONFLICT OF INTEREST**

No employee while in the Employer's employ, shall become a contractor for the performance of any telephone/data work or the sale of telephone/data material or services without the express written consent of the Employers Vice President of Operations.

## **28. SEPERABILITY**

Should any provision of this agreement be rendered or declared unenforceable by any competent tribunal, the balance of this agreement shall remain in effect.

## **29. AMENDMENT**

### **29.01 Bargaining Scope**

In reaching this agreement, the Employer and the Union have considered all matters lawfully subject to collective bargaining.

### **29.02 Amendment Procedure and Obligation**

This agreement may be amended or supplemented only by further written agreement between Employer and Union. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement.

### **30. WELFARE PROGRAM**

30.01 The Employer will provide a welfare program for all Regular employees upon completion of six months of service, consisting of; Life Insurance and Accidental Death Benefits equal to at least one time the Employees Base Annual Pay. The employer will provide, employees in the bargaining unit, Basic Medical Benefits which will cover the following;

#### **SEE ATTACHMENT FOR PLAN BENEFITS**

30.02 A premium payment for the Health Care Plan will be; **10% for the year, 2019; 11% for the year, 2020; 12% for the year, 2021.** These benefits are described by the specific insurance contracts to be filed with CWA District One.

The employer may change the insurance carrier and benefit levels for bargaining unit members so long as (1) it shall discuss such changes with the Union in advance of their implementation, (2) such changes shall not result in the overall diminishment of benefits to the bargaining unit employees, and (3) the co-payment amount for each employee shall not be decreased.

### **31. C.W.A. SAVINGS AND RETIRMENT TRUST**

31.01 For all regular employees upon completion of six months service, the Employer will contribute \$.75 per hour, per employee to the C.W.A.S.R.T. for forty (40) hours per week.

31.02 The Employer will contribute \$1.00 per hour, per customer service engineer and \$1.50 per hour, per Senior Technician to the C.W.A.S.R.T. for forty (40) hours per week.

31.03 After six months employment, employees shall be eligible to contribute up to fifteen percent (15%) of their basic weekly pay to the C.W.A.S.R.T. Each employee contribution shall be deducted from the employee's wages before any taxes are taken out. (Pre-Tax) The

responsibility for the coordination of the necessary forms for the payroll reduction and coordination of this plan is the Unions responsibility.

31.04 Employer agrees to match each employee pre-tax contribution with an amount equal to twenty percent (20%) of the employee's contribution.

**32. EFFECTIVE DATE AND DURATION**

This agreement shall remain in full force and effect at 12:01 a.m. / / until midnight / / and from year to year thereafter, unless either party notifies the other in writing not earlier than ninety, nor later than sixty days prior to the expiration of its intention to modify or terminate this agreement.

**X** \_\_\_\_\_  
COMMUNICATIONS WORKERS OF AMERICA  
AFL-CIO

**X** \_\_\_\_\_  
WITNESS

**X** \_\_\_\_\_

**X** \_\_\_\_\_  
WITNESS