

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**USIC LOCATING SERVICES, LLC**

**Doing Business As**

**PREMIER UTILITY SERVICES**

**and**

**COMMUNICATION WORKERS OF AMERICA LOCAL 1101**

**December 15, 2022 through December 15, 2025**

**The Employer reserves the right to add to, withdraw and/or amend its proposals.**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
<b>ARTICLE 1 DEFINITIONS</b> .....	1
<b>ARTICLE 2 UNION RECOGNITION</b> .....	2
<b>ARTICLE 3 UNION REPRESENTATION</b> .....	2
<b>ARTICLE 4 UNION MEMBERSHIP</b> .....	3
<b>ARTICLE 5 NONDISCRIMINATION</b> .....	4
<b>ARTICLE 6 MANAGEMENT RIGHTS</b> .....	4
<b>ARTICLE 7 PROBATIONARY PERIOD</b> .....	6
<b>ARTICLE 8 HOURS OF WORK AND PAY</b> .....	6
<b>ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE</b> .....	11
<b>ARTICLE 10 NO STRIKE</b> .....	13
<b>ARTICLE 11 JOB VACANCIES, ASSIGNMENTS, AND TRANSFERS</b> .....	14
<b>ARTICLE 12 SENIORITY</b> .....	15
<b>ARTICLE 13 LEAVE OF ABSENCE</b> .....	16
<b>ARTICLE 14 PAID TIME OFF AND PAID SICK TIME</b> .....	17
<b>ARTICLE 15 HOLIDAYS</b> .....	20
<b>ARTICLE 16 FUNERAL LEAVE</b> .....	21
<b>ARTICLE 17 JURY LEAVE</b> .....	21
<b>ARTICLE 18 INSURANCE</b> .....	21
<b>ARTICLE 19 SAFETY AND HEALTH</b> .....	22
<b>ARTICLE 20 RIF</b> .....	23
<b>ARTICLE 21 TERMS OF AGREEMENT</b> .....	26

## **PURPOSE OF AGREEMENT**

This Agreement is made and entered into on this, by and between USIC Locating Services, LLC, d/b/a Premier Utility Services ("Employer" or "Company"), and Communication Workers of America Local 1101 ("Union").

It is the general purpose of this Agreement to promote harmonious relations between the Employer, the Union and the employees; to establish a procedure for the resolution of grievances; and to establish rates of pay and other terms and conditions of employment. The parties recognize that to 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 and follow established policies and procedures, including those designed to prevent utility damages.

### **ARTICLE 1 DEFINITIONS**

1.1. The term "Employer" or "Company" shall mean USIC Locating Services, LLC, doing business as Premier Utility Services, providing utility locating and shallow fibre inspection services in the five boroughs of New York City, Nassau, Rockland, Westchester, Orange, Putnam, Pike, Sullivan, Dutchess, Ulster, and Suffolk Counties and the Far Rockaway peninsula, and shall have no application to any other operations carried on, or that may be carried on elsewhere, by USIC Locating Services, LLC and/or any of their affiliated or related enterprises.

1.2. The term "Union" shall mean Communication Workers of America Local 1101.

1.3. The term "employee" or "employees" shall mean employees of the Employer in the collective bargaining unit defined in the December 14, 2015 certification of the National Labor Relations Board in Case No. 29-RC-159452, which includes all full-time and regular part-time locate technicians, locate helpers, cast iron technicians, and shallow fibre technicians employed by the Employer (except quality assurance coordinators), who perform work within the five boroughs of New York City, Nassau and Suffolk Counties and the Far Rockaway peninsula as well as the full-time and regular part-time locate technicians, lead technicians, locate helpers, cast iron technicians, and shallow fibre technicians employed by the Employer Hudson Valley employees who perform work within Rockland, Westchester, Orange, Putnam, Pike, Sullivan, Dutchess, and Ulster counties. All other employees, guards and supervisors as defined by the Act, and all employees of temporary employment agencies and temporary employees as defined in Section 1.5 below shall not be considered part of the bargaining unit nor covered under the terms of this Agreement.

The Company will maintain no less than a 16:1 ratio of Locate Technicians to Quality Assurance Coordinators. If the Company needs Quality Assurance Coordinators in excess of this ratio, it will notify and discuss with the Union its need to increase the number of Quality Assurance Coordinators. The Union will not withhold its agreement to modify the ratio unless it has a

reasonable belief that the Company's intent in increasing the ratio of Quality Assurance Coordinators is to diminish bargaining unit work.

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.

1.5. A temporary employee is an employee who is hired by the Company directly or through a temporary employment agency for a defined period not to exceed 6 months.

## **ARTICLE 2 UNION 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 as defined in Section 1.3 of 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.

2.3. Applicants for employment are not part of the bargaining unit and are not employees, and the Union waives any claim to represent an applicant for employment or to negotiate concerning policies and procedures applicable to applicants for employment.

## **ARTICLE 3 UNION REPRESENTATION**

3.1. The Union will inform the Company, in writing, of all Union representatives employed by the Company 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 Company will not recognize more than one (1) employee from each supervisor group as a Union representative for Step 1 grievance processing purposes.

3.2. If the Union representatives whom USIC does not employ would like to meet or converse with USIC management, they will contact the USIC District 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 at a mutually acceptable location.

3.3. 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.

3.4. If the Company discontinues its home garaging arrangement with its employees and establishes location(s) for employees to report to work, Union representatives who are not employed by the Company will have access to those locations for the purposes of conferring with management, investigating grievances, and conferring with the bargaining unit employees for representational and/or investigatory purposes. However (and regardless of whether the Company

is home garaging), in no event may the Union representatives who are not employed by the Company confer with bargaining unit employees who are on the clock. The Union representative(s) who are not employed by the Company must inform the Company beforehand when they will be present at the Company location(s). Once per month, the Union will have the opportunity to meet with new employees in each supervisor group for 15 minutes following a tailgate meeting, with such date pre-scheduled by the applicable district manager and union representative.

#### **ARTICLE 4 UNION MEMBERSHIP**

4.1. 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.

4.2. Employees covered by this Agreement employed after the effective date thereof shall, on or after the thirtieth (30<sup>th</sup>) 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.

4.3. The foregoing shall be subject to any prohibitions or restrictions contained in the applicable state laws.

4.4. 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 (10<sup>th</sup>) work day) 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.

4.5. The Company shall bear the full cost of dues deduction as set forth in Section 4.4, except that the Union agrees to print the dues deduction authorization cards in a form approved by the Company and the Union.

4.6. The Union shall indemnify and hold it harmless from any and all claims, demands, suits or other forms of liability that may arise out of the dues deductions made by the Company for the Union which the Company has remitted to the Union. In no event shall the Company be liable to any employee for any deduction from the pay of any such employee of Union dues made by the Company to the Union.

**ARTICLE 5  
NONDISCRIMINATION**

5.1. The Company and the Union agree that there shall be no discrimination for or against any employee because he is a member of the Union or because he is not a member of the Union. The Company and the Union further agree that neither will intimidate, threaten or coerce any employee to join or not to join the Union.

5.2. The Company and the Union agree that they will not discriminate against any employee covered by this Agreement because of such employee's race, color, religion, sex, age, national origin, marital status, sexual orientation or because of his activities on behalf of the Union, or because the person is disabled, a disabled veteran, or veteran of the Vietnam era, or other protected classifications recognized by Federal or applicable state or local laws.

5.3. The provisions of this Article shall not be subject to arbitration under this Agreement.

**ARTICLE 6  
MANAGEMENT RIGHTS**

6.1. 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 within the bargaining unit, promote, voluntarily demote, reward, evaluate, RIF, 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 and the schedules by which employees will perform such functions; and

(d) To establish, increase and/or decrease the number of work shifts and their starting and/or ending times; 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 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), 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 which employees will perform tasks, duties, functions, programs, services, duties, etc., and to assign and/or reassign tasks and/or functions between employees of the Employer; and

(i) To determine the number of hours employees work and to determine to what extent employees will work overtime; and

(j) To determine the methods, procedures, materials and operations employees utilize or to discontinue their performance by employees; and

(k) 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

(l) 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

(m) To determine the location and type of operation, and to introduce new and/or improved methods of operations, including the right to discontinue any operation or portion thereof etc.; and

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

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

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

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

(r) 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

(s) 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

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

(u) 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.

6.2. 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 7 PROBATIONARY PERIOD**

7.1. All new 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 seniority, and the Employer may terminate them at its discretion. During the first 90 days of said probationary period, the employee shall not be entitled to any benefits under this Agreement. The termination of a probationary employee shall not be subject to the grievance and arbitration procedures of this Agreement. However, upon the Union's request, the Company will provide to the Union the basis for its termination of a probationary employee.

7.2. 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 seniority dating back to the employee's first day of continuous employment.

7.3. Probationary employees whose consecutive employment is interrupted by absence(s) totaling more than five (5) days for any reason will have their probationary period extended by the number of days during which they are absent during the probationary period.

7.4. During an employee's first thirty (30) days of employment, the Employer will notify the Union of the name and work area for each new hire.

## **HOURS OF WORK AND PAY**

8.1. Nothing in this Agreement shall be construed as a guarantee to employees of hours of work per day or hours of work per week. The Employer will provide employees with a weekly schedule in writing (email is acceptable) each Wednesday by noon for the following workweek, consisting of five (5) eight (8) hour shifts, one each on Monday through Friday. If the Employer does not inform the employee twenty-four (24) hours in advance that the employee is not needed during a scheduled shift, the employee will be entitled to work the entire shift or be paid seven and one-half (7.5) hours in lieu of working, unless such late cancelation is due to a reasonable safety concern. If the Employer has a need to reinstitute a canceled shift, the employee

shall not be required to work the shift unless the employee is given twenty-four (24) hours' notice. Additionally, the Employer will provide a monthly On-Call schedule to employees, in writing (email is acceptable), at least one (1) week before the first day of the following month. If the Employer needs to amend the monthly On-Call schedule the Employer will give the affected employees at least one pay period's notice. Additionally, the Employer must provide a monthly On-Call schedule to employees, in writing (email is acceptable), at least one week before the first day of the following month. If, after issuing the monthly schedule, the Employer needs to amend it, the Employer will give the affected employees at least one pay period's notice.

8.2. The workweek, for purposes of determining weekly overtime pay, will be from 12:01 a.m. Monday through 12:00 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.

8.3. The current work schedule is five days per week, Monday through Friday. Recognizing the needs of the business, the Employer retains the right to change the work schedule, including but not limited to shift start times, as it deems necessary, with at least one pay period's prior notice. When safety warrants due to weather concerns (e.g., ice, snow, severe rain), however, management has the right to delay the shift start without providing one pay period's prior notice. The employee will be required to work the remaining hours of the scheduled shift but may voluntarily work beyond the end of the scheduled shift if additional work is available.

Employees who are called in to work while on an on-call assignment will be given at least six (6) hours of rest time before being required to report to work. Employees will be paid their base hourly wage rate for rest time falling within their scheduled shift. Employees whose only call in to work while on an on-call assignment is within two (2) hours of the start of their next scheduled shift are not eligible for rest time. On-call assignments will be distributed equally among qualified employees.

The Employer may seek volunteers to work four (4) ten (10)-hour shifts with three (3) consecutive days off each week. The Employer reserves the right to require employees to work any five (5) eight (8)-hour shifts and, if such shift starts between noon and 5 AM, the employees will receive a 10% shift differential. If employees will be scheduled to work both shifts starting between 5 AM and noon and shifts starting between noon and 5 AM in a pay period ("rotating shifts"), scheduling of the shifts starting between noon and 5 AM will be rotated among all employees reporting to the same supervisor. Employees scheduled to work on rotating shifts will not be required to work back-to-back shifts. The Employer will have the right to reduce employees' scheduled hours based on business conditions.

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

8.4. The Employer will pay time and one-half the employee's regular rate for hours worked in excess of 40 hours in a workweek. Only hours actually worked will be included in calculating entitlement to overtime pay.

8.5. Employees who wish to volunteer to work beyond the end of the scheduled weekday shifts and/or on the following weekend day(s) and/or holiday(s) must notify their supervisors by noon on the prior Thursday. Each weekday, the supervisors will determine the number of technicians needed to complete the next day's workload and will notify all of their locate technicians by the end of the shift each weekday, prioritizing volunteers, if they will be required to work beyond the end of the next scheduled workday; on Thursday, the supervisors will inform the locate technicians if they will be required to work over the weekend or after the scheduled Monday workday. However, if circumstances later arise that reduce or eliminate the need for an employee to work beyond the regular scheduled weekday shift, the Employer retains the right to release employees from working beyond the end of the regular scheduled weekday shift. On Saturday or Sunday, if the employee has reported to the assigned work area to work additional hours and is informed of such reduction, the employee will be paid the greater of four (4) hours or the number of hours actually worked on that shift.

Employees who miss the 2 PM Friday volunteer notification deadline may still volunteer, but will be prioritized after the timely volunteers, as needed. In the absence of sufficient volunteers, the Employer reserves the right to require employees to work beyond the end of their scheduled shifts and/or on weekends and holidays.

Employees' scheduled on-call shifts continue to be mandatory, subject to the notice requirements of this Article. The Employer will select and assign employees to work past the end of the scheduled shift and on weekends. The Company will be responsible for distributing overtime in an equitable manner, which may require an employee to work outside his/her assigned supervisor group. Employees may be involuntarily assigned to work on a Saturday or Sunday for two weekends in a month provided the employee has been notified on or before the preceding Thursday.

8.6. All employees are required to be at their first locate (or other location as the Employer designates), clock in for their day, and begin work at the designated starting time for the beginning of their shift. All employees are required to end their day at their last locate site (or other location as the Employer designates) and clock out for their day. All employees are required to be at a locate site (or other location as the Employer designates) at the conclusion of all scheduled rest and lunch periods. Notwithstanding the foregoing, if an employee is required to drive at least 60 minutes to begin work, upon arrival at his first locate site, the employee must contact his supervisor and, after verifying the travel time, the supervisor will modify the employee's start time to 30 minutes after the employee left home. Similarly, if an employee must drive at least 60 minutes to return home from the employee's last locate site, upon arrival at home, the employee must contact his supervisor and, after verifying the travel time, the supervisor will modify the employee's ending time to 30 minutes before the employee arrived home.

8.7. The Employer will schedule one 10-minute paid rest period for each shift an employee works. The Company will provide a 30-minute unpaid meal period 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 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. Prior to taking a meal period, all employees must obtain supervisor approval. Employees will, whenever possible, take their breaks between locates. Employees may not take breaks until they have performed a minimum of two (2) hours of work unless they receive a supervisor's approval.

8.8. 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. Locators are required to close out their tickets and report their time throughout each workday.

8.9. On the first full pay period following implementation of this collective bargaining agreement, Locate Technicians' wage rates will be increased to the maximum wage rate indicated for their tenure ("tenure" meaning months of continuous service) below. Subsequent increases will continue throughout the course of the contract as Locate Technicians reach each new tenure benchmark. Upon reaching the minimum of the next tenure range, Locate Technicians will receive across-the-board wage increases and merit increases of up to the maximum amount indicated below.

TENURE RANGE	TENURE WAGE	MAXIMUM ADDITIONAL MERIT	MAXIMUM WAGE RATE
0-6	\$18.50	\$0	\$18.50
6-12	\$20.13	\$0.70*	\$20.83
12-18	\$21.76	\$0.71	\$22.47
18-24	\$23.39	\$0.70*	\$24.09
24-30	\$25.02	\$0.71	\$25.73
30-36	\$26.65	\$0.70*	\$27.35
36-42	\$28.28	\$0.71	\$28.99
42-48	\$29.91	\$0.70*	\$30.61
48-54	\$31.54	\$0.71	\$32.25
54-60	\$33.17	\$0.70*	\$33.87
60+	\$34.80	\$0.70*	\$35.50

**Quality:**

Less than One "At Issue" Damage Per 2500 Locates	\$0.50
One But Less Than Two "At Issue" Damages Per 2500 Locates	\$0.35
Two But Less Than Three "At Issue" Damages Per 2500 Locates	\$0.20
Three or more "At Issue" Damages Per 2500 Locates	\$0
One or More HP Damages	\$0

**Safety:**

0 Traffic Violations	\$0.21/\$0.20*
1 Traffic Violation	\$0.10
2 or More Traffic Violations	\$0

Note: 2 or more Safety Alerts reduces the increase by 50%

8.10. Locate Technicians who, after receiving their progression raise for reaching 60 months of service, are not receiving the top maximum wage rate, shall receive the top maximum wage rate on the first full pay period after reaching their 66<sup>th</sup> month of service.

8.11. The parties agree that no Locate Technician will have his current base hourly wage rate reduced because of implementation of this wage table. Locate Technicians with less than 60 months tenure who, upon contract implementation, earn a wage rate higher than the above-specified maximum wage rate for their tenure will be moved to the maximum of the same tenure range in the new contract. For example, an employee with one year seniority whose current wage rate is in the 42–48-month tenure range in the former contract (for example, \$26.87) will receive the maximum wage rate of the 42–48-month tenure range in the new contract (\$30.61). From the date of implementation of this Agreement, such Locate Technicians will need to be employed for six (6) months at each step of the progression table before being raised to the next tenure range. While in the progression, such Locate Technicians are responsible for notifying their supervisor when they are due for an increase and merit review. Should the Locate Technician fail to timely notify the supervisor, the Locate Technician retains the right to a raise but is precluded from back pay attributed to the delay.

8.12. Locate Technicians who, on any anniversary of this Agreement, are earning at or above the maximum wage rate specified in the above progression table will receive a four percent (4%) increase to their hourly wage rate on the first full pay period following the first anniversary of this Agreement and will receive a three percent (3%) increase to their hourly wage rate on the first full pay period following the second anniversary of this Agreement.

8.13. All percentage raises, including tenure, merit, and contractual anniversary increases, will be applied to the Locate Technician's current wage rate.

8.14. All employees covered by this Agreement will receive the same wage treatment, described above in Sections 8.9 through 8.13, as the Locate Technicians. If the merit evaluation is not applicable to an employee's job title, the employee will receive the full progression raise (tenure and merit).

8.15. When hiring experienced Locate Technicians, the Employer may pay a starting wage rate commensurate with employees' prior verified locating experience based on the above wage scale. Upon being slotted into the wage progression scale above, all future wage increases will follow the progression scale.

8.16. An employee who is assigned to train another employee during the employee's shift will receive an additional thirty dollars (\$30.00) for each eight-hour shift the employee performs such training.

8.17. Employees assigned to a weekend on-call shift shall receive thirty-five dollars (\$35.00) per day for each assigned weekend on-call shift and sixty-five dollars (\$65.00) for each assigned holiday on-call shift.

8.18. A union steward who wants to have an in-person or telephonic meeting with the District Manager or Operations Manager to discuss a union-related matter must inform the District Manager or Operations Manager of the subject of the meeting and pre-arrange the meeting

date, time and format at their mutual convenience. Such meetings will be on the clock and last no more than thirty (30) minutes.

## **ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE**

9.1. The term "grievance" means any complaint that there has been a violation 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.

9.2. Any written grievance 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 in its written form;
- (d) The specific Agreement provision(s) allegedly violated;
- (e) A statement of the circumstances by which the Employer is alleged to have violated the Agreement;
- (f) A statement of the remedy or relief requested for each and every alleged violation; and
- (g) The aggrieved employee(s) signature or a grievance emailed directly from an aggrieved employee.

9.3. Grievances will be processed and resolved in the following manner:

**Step 1** Within seven (7) weekdays after the event giving rise to the grievance, any aggrieved employee and the employee's union steward shall discuss the matter with the aggrieved employee's supervisor, who will attempt to satisfactorily resolve the matter. The supervisor will respond within seven (7) weekdays of the discussion. Any settlement or resolution reached at this step is not precedential.

**Step 2** Within fifteen (15) weekdays after the event giving rise to the grievance, if no settlement has been reached at Step 1, the Union may submit a written grievance to the District Manager or his or her designee. The parties will discuss the grievance by telephone unless the parties mutually agree to meet in person. The Employer shall provide a response to the grievance within fifteen (15) weekdays after the Step 2 discussion. Any settlement or resolution reached at this step is not precedential.

**Step 3** If no satisfactory settlement of the grievance is reached at Step 2, within ten (10) weekdays after the Employer's Step 2 answer or failure to answer within the applicable time period, the Union may submit the grievance in writing to the Director, Field Human Resources or her designee. Group grievances and termination grievances will proceed directly to Step 3.

If the Union does not timely appeal the grievance to Step 3, the grievance will be deemed settled in accordance with the Employer's disposition in Step 2.

Within ten (10) weekdays after the grievance is advanced to Step 3, or, if the parties mutually agree to hold a conference (in person or by telephone) to discuss the grievance, within ten (10) working days after the conference, the Director, Field Human Resources or his or her designee shall give the Union his or her answer to the grievance.

**Arbitration** If no satisfactory settlement of the grievance is reached at Step 3, within twenty-five (25) weekdays after the Employer's Step 3 answer or failure to answer within the applicable time period, the Union may submit a demand for arbitration to the Regional Director and simultaneously request from the American Arbitration Association a panel of seven (7) arbitrators who are members of the American Academy of Arbitrators. 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 in Step 3.

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

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

9.6. 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.

9.7. 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 specifically agreed in writing to extend the time limits for the processing of the instant grievance.

9.8. 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.

9.9. The decision of the arbitrator shall be final and binding upon the parties.

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

9.11. 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.

9.12. 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.

9.13. Recognizing the principle that work time is for work, grievances may be submitted but may not be investigated or discussed on the employee's working time unless requested to do so by the Employer. The employee may investigate and/or discuss grievances before work, after work, and during lunch or breaks. The Employer will not compensate any employee or Union representative for time devoted to investigating or discussing grievances unless the Employer has requested to discuss the grievance with the employee during working hours. Nothing in this Agreement will preclude an officially designated Union steward from participating in an investigatory interview under this procedure, upon a bargaining unit employee's request. An employee may choose the Union steward to participate in an investigatory interview unless having the chosen individual participate would hinder the investigation. In no event will the Employer delay an investigatory interview more than 24 hours to allow for a chosen Union steward's participation unless the Employer agrees to the postponement.

9.14. The 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 10 NO STRIKE**

10.1. During the term of this Agreement, there will be no strike, sit-in, work stoppage, slowdown, sympathy strike, unfair labor practice strike, picketing of any type, 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 officials 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 except an employee shall have recourse under the grievance and arbitration procedure to dispute that he participated in an action that violates this section, and only if an employee engaged in no action that violates this provision may discipline administered under this provision be removed.

10.2. If an employee is unable to perform work at a locate 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 immediate supervisor. If, after reviewing the facts, his supervisor concurs, the Employer will assign the employee to perform other work or, if there is no other bargaining unit work available, the Employer will excuse the employee from work without pay.

10.3. The Union agrees that it will make every reasonable effort to prevent its members from participating in any of the aforementioned activities, including but not limited to, publicly disavowing such action and directing all such bargaining unit employees who participate in such activities to cease and desist from same immediately and to return to work. If any employee or group of employees covered by this Agreement violates this provision, the Union will immediately:

(a) By overnight mail and email (if available), instruct such employee(s) to resume work immediately; and

(b) Take all reasonable steps to bring about observance of this section's provisions, including any sanctions available under the Union's constitution and bylaws.

10.4. The Union will indemnify the Company for any losses that the Company incurs because any Union officer or agent violates this Article. 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.

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

## **ARTICLE 11 JOB VACANCIES, ASSIGNMENTS, AND TRANSFERS**

11.1. When the Employer wants to fill a job vacancy, the Employer will notify employees seven (7) days in advance that it intends to fill a vacancy. 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.

11.2. Any employee may bid for vacant 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. If two bargaining unit employees are equally qualified based on these factors, the Employer will award the bid to the most senior employee. The Employer reserves the right to interview all qualified applicants before awarding the job and to determine the employees' experience and skills.

11.3. 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.

11.4. The successful bidder will have a maximum trial period of twenty (20) weekdays to demonstrate proficiency at performing the job. Within this period, if the Employer proves that the employee has been unable to perform his new job in a proficient manner and he has received the proper training, he will be returned to his previous job without penalty.

11.5. If the successful bidder leaves or is removed from the aforementioned job during the trial period, the employee who bid on the initial vacancy who is then most qualified will be offered the job, or the Employer will re-notify employees of the job opening.

11.6. The Employer may assign any employee, regardless of his regular job assignment or seniority, to other work temporarily. The Employer will not permanently transfer a bargaining unit employee to a position outside the bargaining unit districts without the employee's consent. The Employer will grant bargaining unit employees' requests to transfer to another district inside or outside the bargaining unit if a vacancy exists in the requested area for which the employee is qualified, and the transfer does not significantly increase the employee's commute time.

11.7. The Company has the right to assign non-management non-bargaining unit employees to work at locations within New York City, Long Island and Hudson Valley districts to perform work done by bargaining unit employees. Customer needs will dictate the length of such assignments and the number of non-management non-bargaining unit employees assigned.

## **ARTICLE 12 SENIORITY**

12.1. Bargaining unit seniority is defined as the length of continuous employment with the Company, including continuous employment with Premier Utility Services, LLC immediately preceding USIC Locating Services, LLC's acquisition of Premier Utility Services, LLC, since the employee's most recent date of hire, regardless of whether the employee's work assignments have been in or out of the bargaining unit and including any time spent in the armed services or any other approved absence interrupting otherwise continuous employment. If more than one employee has the same seniority date, the employee whose Social Security Number's last four digits are lowest will be considered more senior.

12.2. 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 7 of this Agreement.

12.3. 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 employee is RIF'd without hours for either six months or the length of his continuous service, whichever is less;
- (d) the employee is on any type of leave of absence for either six months or the length of his continuous service, whichever is less; 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 a RIF without hours within seven (7) business days of the date he is instructed to return to work; or
- (h) the employee engages in outside employment during an approved leave of absence without prior written authorization from the Company.

12.4. Any employee who at one time was a bargaining unit employee and is thereafter employed in, or promoted to, a supervisory or temporary 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.

12.5. The Employer agrees to post and to supply the Union with a current seniority list every January 1 and July 1. 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 13 LEAVES OF ABSENCE**

13.1. The Company may grant a full-time, non-probationary employee a USIC 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 email and for the Employer to grant or deny such requests using email. 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.

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

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

13.4. All leaves of absence are without pay, although an employee will be required to use any accrued but unused Paid Time Off during an approved leave. 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.

13.5. No employee will engage in outside employment during an Employer approved leave of absence without the District Manager's prior written permission and such approval will not unreasonably be withheld.

13.6. An employee seeking to return from a USIC leave or extension granted under this Article must notify the Leave Department in writing not less than seven (7) calendar days prior to the intended date of return. The District Manager has the discretion to allow or refuse an employee's request to return to work earlier than the employee's scheduled return to work date. The Company will place an employee who has been on a 30-day or less USIC leave of absence in his prior position, provided the employee remains customer qualified for the position and he otherwise would have retained the same position had he not been on leave. The Leave Department will notify employees of their approved date of return.

13.7. Employees will not have their seniority date affected by USIC leaves of absences of thirty (30) days or less.

13.8. Employees' benefits will be provided during a USIC leave as if they were active for the first thirty (30) days of a leave.

## **ARTICLE 14**

### **PAID TIME OFF AND PAID SICK TIME**

14.1. 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.

14.2. 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.

14.3. 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.

14.4. Bargaining unit employees will remain on the current PTO schedule through December 31, 2022.

14.5. 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.

14.6. On the second and third January 1<sup>sts</sup> 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:

<b>LENGTH OF SERVICE ON JANUARY 1</b>	<b>PTO AVAILABLE FOR PRE-ACCRUAL USE DURING THE CALENDAR YEAR</b>	<b>ACCRUAL RATE (PTO ACCRUAL BEGINS JANUARY 1 IN ANY YEAR IN WHICH WORK IS PERFORMED)</b>
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

14.7. Effective January 1, 2023, when an employee reaches his 3<sup>rd</sup>, 5<sup>th</sup>, and 10<sup>th</sup> 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, 2023 hire date:

<b>ANNIVERSARY</b>	<b>DATE</b>	<b>PTO</b>
Upon hire	5/30/2023	56 hours PST
	1/1/2024	28 hours PTO plus 28 hours PST
	1/1/2025	48 hours PTO plus 8 hours PST
	1/1/2026*	48 hours PTO plus 8 hours PST
3 <sup>rd</sup> anniversary	5/30/2026*	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)

	1/1/2027*	96 hours PTO available for use through end of calendar year
	1/1/2028*	96 hours PTO available for use through end of calendar year
5 <sup>th</sup> anniversary	5/30/2028*	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)
	1/1/2029*	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
	1/1/2032*	120 hours PTO available through end of calendar year
	1/1/2033*	120 hours PTO available through end of calendar year
10 <sup>th</sup> anniversary	5/30/2033*	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)
	1/1/2034 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, 2025.

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

14.9. 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.

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

14.11. 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.

14.12. The Employer will provide paid sick time to employees for each 60 hours of overtime worked in the calendar year as follows:

(a) Employees with 12-24 months' seniority earn two (2) hours of paid sick time for every 60 hours of overtime worked, capped at two (2) days.

(b) Employees with 2-5 years' seniority earn three (3) hours of paid sick time for every 60 hours of overtime worked, capped at two (2) days.

(c) Employees with 6+ years' seniority earn four (4) hours of paid sick time for every 60 hours of overtime worked, capped at three (3) days.

Employees are not eligible to accrue additional paid sick time as stated in Section 14.12 of the Agreement in their first twelve (12) months of employment. When an employee reaches his/her anniversary date, the employee begins to accrue paid sick time based on the 60-hour increments of overtime hours worked at the above rates through December 31<sup>st</sup> of the year. All paid sick time must be used before the end of each calendar year or it shall be forfeited. Paid sick time will not be paid out upon termination of employment, unless otherwise required by law.

## **ARTICLE 15 HOLIDAYS**

15.1. The Employer will grant employees who have completed ninety (90) calendar days of employment eight (8) hours of holiday pay for 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. An employee who performs work on the day observed as a holiday will receive one and one-half times his regular wage rate for hours worked on the holiday on top of this holiday pay, provided the employee does not have any unexcused absences in the same pay period. The Employer will pay a \$65 on-call bonus to employees who are on call on a holiday, regardless of whether the Employee is called out to work.

15.2. 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

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

15.4. 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.

15.5. 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. While on RIF with hours, if an employee works both the day before and the day after the holiday, he will receive holiday pay. Employees on any other type of leave are not eligible to receive holiday pay.

15.6. 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.

15.7. The Employer will provide one floating holiday per calendar year to each employee. Employees are not permitted to work on their floating holiday.

## **ARTICLE 16 FUNERAL LEAVE**

16.10. In case of a family death, upon request, a full-time employee will be granted time off to mourn. The District 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 District 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 17 JURY LEAVE**

17.1. 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.

17.2. 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 18 INSURANCE**

18.1. 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.

18.2. If a full-time employee is RIF'd without hours, the Company will pay the employee's full health insurance premium during the RIF. If a full-time employee is RIF'd "with hours" and works 30 hours or less in a pay period, the Company will pay the employee's full health insurance premium.

18.3. 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 an annual discretionary match of 50% of employee contributions up to 6% with a maximum match equal to 3% of the employee's annual compensation.

18.4. Employees must have 1000 hours of service during the plan year for vesting and Company match purposes and must be employed on December 31<sup>st</sup> 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.

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

## **ARTICLE 19 SAFETY AND HEALTH**

19.1. The Company, Union and employees recognize the importance of maintaining high standards of safety and health to prevent injury and illness.

19.2. 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. Each employee has the responsibility to observe practices of health, safety, cleanliness, neat dress and appearance.

19.3. 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.

19.4. Employees must comply with the safety provisions the Company's customers contractually require, including but not limited to being required to wear safety vests when working outside the vehicle. Employees are responsible for abiding by the rules and regulations that govern safe working conditions. Employees are required as a condition of

employment to wear boots with puncture resistant soles or to wear boots with safety insoles. The Company will provide safety insoles to employees who do not wear boots with puncture resistant soles. The Company agrees to offer payroll deduction for approved footwear for employees who choose to purchase footwear through Company-arranged suppliers.

19.5. The Union agrees that safety is both a personal and Company responsibility.

## **ARTICLE 20**

### **RIF**

20.1. A RIF with hours occurs when the employee is not expected to work more than 30 hours in the two-week pay period due to a workload reduction in the affected area for more than thirty (30) days. This status is intended to eliminate the need for frequent status changes during the RIF season. Employees who are on RIF with hours will remain active employees and will be placed on RIF hours status.

20.2. A RIF without hours occurs when the employee is not expected to work any hours in the two-week pay period due to a workload reduction in the affected area.

20.3. If the Employer determines the need to reduce its work force, it will RIF employees in the following order:

(a) Any temporary, seasonal, or casual employees, including all non-management non-bargaining unit USIC employees assigned to work within the New York City, Long Island and Hudson Valley districts.

(b) Probationary employees by job classification, without consideration for any differentials in length of service between such employees.

(c) Non-probationary employees, based on the Company's need to retain experienced employees in the affected supervisor group to maintain productivity. In making its decisions, the Company will determine which employees are in the affected supervisor group and consider each affected employee's desire to be RIF'd with and/or without hours and length of service. The Company will RIF in inverse seniority order within the affected supervisor group. The Company will not transfer an employee to another supervisor group to avoid RIF'ing the transferred employee or to cause an employee in the receiving supervisor group to be RIF'd. The Company will notify the Union prior to a RIF occurring with the number of employees being RIF'd with and without hours.

20.4. The Company will recall employees by job classification in the affected supervisor group in the reverse order of RIF, provided such employee has the skills, training and experience to fill the vacant position. Failure of any employee to report within seven (7) business days of the date the Employer instructs the employee to return to work will constitute voluntary resignation. Notice of recall will be given by telephone to the employee and by email to the Union. It is the RIF'd employees' responsibility to notify the Employer of any telephone number change.

20.5. Notwithstanding any other provision in this Agreement, RIFs without hours for a period of thirty (30) calendar days or less will be considered temporary, and the provisions of this Article will not apply, except as specified in Article 20.7.

20.6. Hours reductions that the Company implements because of daily fluctuations in business volume, such as due to bad weather, do not constitute a RIF, and this Article's provisions do not apply.

20.7. The Company will not assign non-management non-bargaining unit employees to work within New York City, Long Island, and Hudson Valley districts to perform work done by bargaining unit employees while bargaining unit employees are on RIF with or without hours, 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 (with or without hours) while non-management non-bargaining unit employees are assigned to perform bargaining unit work. However, 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.

20.8. There shall be no reduction in the hours worked by bargaining unit employees as a result of the contracting out of bargaining unit work.

20.9. If the Company experiences a loss of a contract in the future, it shall have the right to decrease the number of employees that it employs, including by discharging members of the bargaining unit. The parties further expressly acknowledge and agree that said decrease shall not constitute a *reduction in force* as that term is utilized in this CBA, and that the term *reduction in force* as utilized in this CBA applies only to reductions that are related to temporary and/or seasonal changes in work volume and not to the permanent loss of work due to loss of a contract.

The parties agree that when the Company exercises its right to decrease the number of its employees due to the loss of a contract, it shall abide by the following protocol:

- (a) the Company shall inform the Union expeditiously about the loss of any contract that could result in a decrease in the number of bargaining unit employees, and in doing so shall identify at the earliest possible time the affected supervisor group(s) and number of bargaining unit employees expected to be reduced;
- (b) the Company will separate probationary employees within the affected supervisory group(s) before separating non-probationary bargaining unit employees;
- (c) non-probationary bargaining unit employees who notwithstanding (b), above, would be separated due to a Company decision to

decrease the number of its employees in response to the loss of a contract shall be permitted, in seniority order, to bump probationary employees in a neighboring supervisory group(s) provided:

(i) the bargaining unit employee seeking to bump demonstrates the required skill set for all utilities located by the supervisory group into which the employee seeks to bump, according to the following protocol:

(aa) in determining whether a bargaining unit employee possesses the required skill set for utilities *that require certification*, the Company agrees to provide required in-class instruction consistent with the utility at issue. Should the bargaining unit employee attain certification upon the completion of in-class instruction, said employee shall be considered to possess the required skill set for which certification was obtained. Should the employee fail to attain certification upon the completion of in-class instruction, for any reason, he or she shall be deemed to *not* possess the required skill set and shall be separated from employment with no recourse to the grievance and arbitration procedure set forth in this CBA.

(bb) In determining whether a bargaining unit employee possesses the required skill set for utilities that *do not require certification*, the Company agrees to provide three (3) days of training in the field prior to assessing the individual's qualifications. The assessment of a bargaining unit employee's qualifications after three (3) days of training in the field shall be made in the Company's sole and absolute discretion. Should the employee be deemed unqualified by the Company, he or she shall be separated from employment with no recourse to the grievance and arbitration procedure set forth in this CBA.

(cc) Nothing in this section shall preclude the Company from taking disciplinary action up to and including discharge from employment for issues unrelated to a bargaining unit employee's qualifications after bumping into a new supervisory group, subject to said employee's right to grieve; and

(ii) the neighboring supervisory group into which a bargaining unit employee seeks to bump is not more than one (1) hour travel time (including traffic) from the employee's home. It is expressly agreed that the Company shall not be required to pay any form of travel time under the CBA or otherwise to compensate bargaining unit employees for normal commuting time, including additional commuting time experienced because of bumping into a new supervisory group pursuant to this Agreement.

(d) If, despite (b) and (c) above, the number of employees to be separated due to a reduction in the size of the Company's workforce necessitates the separation of non-probationary bargaining unit employees, the Company shall separate in reverse seniority order. The Company shall have no severance obligation.

## **ARTICLE 21 TERMS OF AGREEMENT**

21.1. If any Agreement provision is or becomes invalid or unenforceable by reason of any federal or state law or decision of a court of competent jurisdiction 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.

21.2. 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 each and 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 any and 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 of the 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.

21.3. 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.

21.4. 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.

21.5. This Agreement will remain in full force and effect from the date hereof to and including the, and it will automatically renew on the same terms and conditions for consecutive

one-year periods unless, at least 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.

**COMMUNICATION WORKERS OF AMERICA LOCAL 1101**

---

John Dempsey, International Staff Representative

---

Al Russo, Vice President Local 1101

**USIC LOCATING SERVICES, LLC**  
Doing Business as Premier Utility Services

---

Brooke Egan, Sr. Vice President, Legal and Corporate Secretary

---

Jamie Kilcoyne, Director, Field Human Resources

---

Robert Garofolo, General Manager - East

---

Michael Ryan, President and Chief Executive Officer