

AGREEMENT BETWEEN

COMMUNICATIONS WORKERS OF AMERICA
DISTRICT ONE
(AFL-CIO)

AND

NETWORK TECHNOLOGY SOLUTIONS, INC.

Effective Date: *June 5, 2022*

Expiration Date: *June 4, 2025*

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(This is an agreement between Network Technology Solutions, Inc., 100New South Road, Hicksville NY 11801 (hereinafter referred to as "Employer"), and Communications Workers of American AFL-CIO), District One, 80 Pine Street, New York, New York 10005, (hereinafter referred to as "Union").

1. **RECOGNITION**

The Company hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment, for all of its non management employees, (including but not limited to: **Master Technicians, Senior Technicians, Fiber Technicians, Technicians, Core Driller/Engineer and Assistant Technicians**) and Employees which may be hired to occupations which are not excluded by the National Labor Relations Act and are not management. Management shall be defined as any person who has the authority to hire and/or terminate an employee. Whenever the masculine gender is used as a description, it is intended to also include the feminine gender.

1.02 The term "Employer" and Company" as used herein shall mean Network Technology Solutions, Inc.

1.03 The term "C.W.A." or "Union" as used herein shall mean the Communications Workers of America, AFL-CIO.

1.04 The term "Local Union" as used herein shall mean C.W.A. Local 1102.

2. **SUCCESSORSHIP CLAUSE**

2.01 The Company agrees not to 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 of the contract rights of the employees under this collective bargaining agreement.

3. **TOOLS AND EQUIPMENT**

3.01 The Employer will supply at the Employer's expense all necessary tools and safety equipment required for the work to be completed.

4. **UNION SECURITY**

4.01 The Employer shall notify the Local Union within fifteen (15) days of any new hires. Notification shall include the Employee information outlined in Article 5.08.

4.02 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 30 (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 for 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, Employer will discharge such employee within seven days after receipt of such notice unless within such seven (7) days, such employee's failure to tender such dues and initiation fees is cured.

5. DUES CHECKOFF

5.01 Provided the Employer has received from an employee on whose accounts such deductions are to be made, a signed written request on a payroll deduction authorization form, the Employer will deduct weekly from that employee's wages, the amount specified in that request. The Employer will forward the amounts deducted to the Union's Secretary/Treasurer or his authorized agent.

5.02 Payroll deductions will be made in weekly 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 the Union's Secretary/Treasurer no later than twenty (20) days after the end of the preceding month during which the 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 employees' names, addresses, social security numbers, weekly rate of pay, date 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 canceled upon termination of employment. An employee's authorization shall be suspended upon leave of absence in excess of thirty (30) calendar days.

5.06 Upon return from 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 contributions 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 of the Local a roster of all employees names, addresses, Social Security numbers, date of employment, rate of pay, current weekly dues rate and job classification. The list is to be submitted each month, not later than fifteen days following the last day of the month.

6. **UNION STATUS AND RIGHTS**

- 6.01 Stewards. Union will notify Employer in writing of the 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 access to Employer's premises to ascertain whether conditions of this Agreement are being observed provided there is reasonable notice and no interruption of service. -
- 6.03 Administration. Those described in 6.01 and 6.02 shall be permitted to transact Union business directly related to the administration of this agreement on the Employer's premises and at times and places which shall not interfere with or interrupt the Employer's activities or any employee's performance of employment duties or responsibilities (whether or not that employee is covered by this agreement). If Employer believes this privilege is being abused, he 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 PROHIBITION**

- 7.01 There will be no strike, work stoppages, work interruption, slowdowns, sympathy strike, picketing or boycott by any Union employee, and no lockout by 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. If an employee refuses to cross an authorized picket line, his work day will not start until he arrives at a workable location. If the employee cannot be scheduled at another location, the employee will not be paid for that day, or any subsequent time lost as a result of not crossing the picket line.

8. **SENIORITY**

- 8.01 **Definition.** Company seniority shall be defined for the purpose of this agreement as the net credited service of the employee. Net credited service shall mean continuous employment with the Employers beginning with the last 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 **Probation.** Every new employee will be on probation for a period of one hundred eighty (180) 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 eighty (180) 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 **Layoffs.** In the event of a layoff, the Employer shall determine the occupation classifications. The Employer shall layoff employees in inverse order of seniority determined by net credited service.
- 8.04 **Bumping.** In the event of a layoff, an employee shall have the option 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 for the job classification he occupies after bumping and will remain on the recall list.
- 8.05 **Recalls.** In the event of a recall after a layoff, the Employer shall recall by order of Company net credited service. Senior man on layoff shall be recalled first and so on.
- 8.06 **Seniority Rights & Recall.** All seniority rights and all other rights under this agreement shall be lost if any of 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 96 hours after notification of recall is received, via U.S. Mail, return receipt requested, to the last address the employee supplied to the Employer. Under extraordinary circumstances, the employee will have up to one week to return after notice of recall is received. An employee promoted to or transferred out of the bargaining unit but remaining in Employer's employ, shall retain his bargaining unit seniority upon return.

8.07 Temporary Employees. Temporary Employees and Local Hires shall be removed from the payroll before any Regular Employee is laid off or part-timed, except where no Regular Employee possesses the specific skills of the Temporary Employee or Local Hire if such skills are needed for the available work. For the purpose of net credited service, wage progression, vacation and leave entitlements, temporary employees shall be credited with all previous employment time with the Employer.

9. **DISPUTES ADJUSTMENT**

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

9.02 Scope & Steps. Except as otherwise stated in this Section, any dispute between Employer and Union will be addressed in the following sequence:

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

9.02.2 A complaint by either Union or an Employer must be filed, in writing with the other within thirty' (30) work days after the knowledge of the occurrence on which it is based. The Union's representative and the Employer's designated manager will consult with each other within five working days in an effort to resolve the grievance. A complaint (other than a wage claim) not so filed or pursued will be barred.

9.02.3 If the grievance has not been satisfactorily settled, then within fifteen days of the second step grievance procedure, the Union's representative and Employer's operation manager or his designee will consult with each other in an effort to resolve. The reasons stating the parties' position will be exchanged in writing at this meeting.

9.02.4 If the parties fail to adjust the grievance, the parties will, within 45 calendar days, refer the dispute to the New York Employment Relations Board by written notice requesting that agency to provide panels from which the arbitrator will be selected.

9.03 Arbitrator's jurisdiction and cost. The arbitrator shall not have the right to modify the Company's action and his decision shall be binding. 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 compensation and expenses of the arbitrator shall be divided equally between the Employer and the Union. Grievances may be taken to arbitration only by the Union or the Employer.

9.04 Meeting Dates and Times. The date, time and location for a grievance hearing shall be fixed by agreement between the Union and Employer.

10. **DISCIPLINE & DISCHARGE**

10.01 Except that a new employee will be on probation for the first one-hundred eighty (180) days and subject to discipline and discharge at Employer's will, no regular 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 subject to summary discharge shall first be placed on an immediate 10 day suspension without pay, pending discharge, to afford the Union an opportunity to pursue the circumstances with the Employer. On receipt of written notice pursuant to 10.01, the Union will, within fifteen days schedule a third step meeting as described in 9.02.3

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, but not exclusively, of a warning, followed by a suspension without pay, followed by a more extensive discipline up to and including discharge.

10.04 The Company 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 Vacation will accrue on the following schedule:

Length of Service	Number of Days With Pay
After 6 Months	5
After 2 Years	10
After 5 Years	15
After 10 Years	20
After 15 Years	25

11.02 All vacations will accrue as of **January 1st of the calendar year** of the anniversary date of 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 pay day immediately preceding the employee's vacation. All requests for vacation pay must be in writing, signed and approved by the employee's supervisor.
- 11 .05 Scheduling of available vacation weeks shall be such that no more than **1 employee** in a particular classification will be permitted to be on vacation at any time during the calendar year.
- 11.06 Vacation selections will be scheduled in order of seniority prior to April 30. Vacation requests made after April 30 shall be satisfied on a first come first served basis but will not affect any vacations selected prior to that date.
- 11 .07 A vacation must be taken by whole weeks, but not necessarily consecutive weeks, unless otherwise approved.
- 11.08 Vacations cannot be carried over from year to year unless specifically requested in writing by employee and approved by the Employer. With Employer's written approval, an employee may (a) work his vacation, or (b) carry it over for use during the succeeding year. The scheduling of vacations, however, shall not interfere with operational needs of the Company.
- 11 .09 On termination, an employee shall receive his accrued vacation pay.

12. WORK TIME

- 12.01 The basic work day will be eight hours, exclusive of a 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., as announced by Employer, and his time will run until the end of his scheduled work period. The work week for each employee will be forty 40 hours, either Monday through Friday, or Tuesday through Saturday. For payroll purposes, a work week starts on Sunday.
- 12.02 Any permanent change in the basic work week will be announced at least one week in advance of the change. Temporary changes to meet business needs may occur from time to time without prior notice. However, when the Employer is unable or fails to give at least one week's notice, the Employee shall be paid as follows:
- a) The basic hourly rate for all hours worked during the normal scheduled work week,
 - b) Time and one-half for all hours worked outside his normal scheduled work week.

13. CLASSIFICATIONS AND BASIC COMPENSATION

13.01 Basic Requirements.	The basic requirements for each classification are:
Assistant Technician	Pulls and terminates cable, installs terminal equipment and performs other menial tasks under the supervision and training of a Technician or Senior Technician.
Core Driller/Engineer	Must be able to read building engineering prints, have an electrical background, have an understanding of city codes and regulations, be able to operate heavy machinery, be able to run a crew of 5 or more people, and be able to red line engineering prints.
Technician	In addition to the qualifications noted for the Assistant Technician, a Technician must have the ability to handle K plans with knowledge of electronic circuits and the ability to install and repair all type of terminal, station and key equipment.
Senior Technician	In addition to the above, a Senior Technician must be able to demonstrate a high level of knowledge and ability to maintain, update and resolve complex telecommunications and power systems problems, and other systems associated with the work of the Employer.
Fiber Optic Technician	Must demonstrate a high level of knowledge, the ability to install, splice, test, maintain, and resolve intricate fiber problems. Required to have an extensive understanding of drawing showing fiber placement, splicing and testing. Must have mechanical ability and experience with all tools related to the job. Splice, test and maintain, both single, ribbon, and multi-mode fiber. Place cable in all environments. Read drawings, and specific documents related to fiber. Be able to use a variety of testing equipment. Extensive field work in installations in raised floors, drop ceilings, riser shafts, ect. Rack mount and wall mount fiber panels and enclosures installation experience. Prep fiber in live enclosures and troubleshoot issues as they come up in the field.
Master Technician	In addition to duties above of Assistant Technician, Technician, and Senior Technician, must be able to engineer, design and build all aspects of a job to customer specifications. Must also be able to make high level decisions and work on an independent basis.

13.02 Basic Minimum Wage Rate. Upon the signing of this contract, the following shall be the base minimum wage paid in each classification, during the first year of this contract, with increases established by years of service.

Increase Wage Rate to reflect 3.0% increase for year 2022, 3.0% increase for year 2023, & 3.0% increase for year 2024 (See wage tables).

Assistant Technician

Year	Effective 7/15/22	Effective 7/15/23	Effective 7/15/24
1	\$ 12.64	\$ 13.02	\$ 13.41
2	\$ 14.32	\$ 14.75	\$ 15.19
3	\$ 16.86	\$ 17.37	\$ 17.89
4	\$ 20.25	\$ 20.86	\$ 21.48
5	\$ 23.60	\$ 24.31	\$ 25.03
6	\$ 27.00	\$ 27.81	\$ 28.64

Core Driller/Engineer

Year	Effective 7/15/22	Effective 7/15/23	Effective 7/15/24
1	\$ 13.92	\$ 14.33	\$ 14.76
2	\$ 15.76	\$ 16.23	\$ 16.72
3	\$ 18.56	\$ 19.12	\$ 19.69
4	\$ 22.29	\$ 22.96	\$ 23.65
5	\$ 25.97	\$ 26.75	\$ 27.55
6	\$ 29.68	\$ 30.58	\$ 31.49

Technician

Year	Effective 7/15/22	Effective 7/15/23	Effective 7/15/24
1	\$ 13.49	\$ 13.90	\$ 14.31
2	\$ 16.03	\$ 16.51	\$ 17.00
3	\$ 20.25	\$ 20.86	\$ 21.48
4	\$ 26.93	\$ 27.74	\$ 28.57
5	\$ 33.72	\$ 34.73	\$ 35.78
6	\$ 40.46	\$ 41.67	\$ 42.92

Senior Technician

Year	Effective 7/15/22	Effective 7/15/23	Effective 7/15/24
1	\$ 16.86	\$ 17.37	\$ 17.89
2	\$ 21.06	\$ 21.70	\$ 22.35
3	\$ 25.29	\$ 26.05	\$ 26.83
4	\$ 33.72	\$ 34.73	\$ 35.78
5	\$ 38.78	\$ 39.94	\$ 41.14
6	\$ 43.85	\$ 45.16	\$ 46.52

Fiber Tech

Year	Effective 7/15/22	Effective 7/15/23	Effective 7/15/24
1	\$ 16.86	\$ 17.37	\$ 17.89
2	\$ 21.06	\$ 21.70	\$ 22.35
3	\$ 25.29	\$ 26.05	\$ 26.83
4	\$ 33.72	\$ 34.73	\$ 35.78
5	\$ 38.78	\$ 39.94	\$ 41.14
6	\$ 43.85	\$ 45.16	\$ 46.52

Master Technician

Year	Effective 7/15/22	Effective 7/15/23	Effective 7/15/24
1	\$ 39.91	\$ 41.11	\$ 42.34
2	\$ 41.33	\$ 42.57	\$ 43.85
3	\$ 42.86	\$ 44.14	\$ 45.47
4	\$ 44.42	\$ 45.76	\$ 47.13
5	\$ 45.59	\$ 46.96	\$ 48.36
6	\$ 51.47	\$ 53.01	\$ 54.60

- 13.03 Employees who are in the Assistant Technician Classification, upon completion of eighteen (18) months of employment with the Company and having proven he has the basic required qualifications of a Technician, will be promoted to Technician at the second year wage step or that wage step which is equal to or greater than his current wage, whichever is greater.
- 13.04 Employees who are in the Technician Classification upon completion of 36 months in the classification, and having proven he has the basic required qualifications of a Senior Technician, will be promoted to Senior Technician starting at the second year wage step if that wage step is equal to or greater than his current wage, whichever is greater.
- 13.05 Meeting qualifications for promotion to job title of Master Technician shall be determined solely by the Employer.
- 13.06 Employees covered by this Agreement shall be placed in the appropriate classification as shown in Section 13.01 when hired, as determined by the Employer and notice shall be given by the Employer to the employee of this classification.

14. PREMIUM WAGE RATES

- 14.01 Overtime Rates. For work after eight hours per day and forty hours per week, 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. The Company 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 Call in Pay. Employees who are called in to work at times outside of their regular shift of work schedule shall be guaranteed at least four hours pay at the applicable rate.
- 14.04 If the employee is required to work there hours beyond his basic work day, he will be entitled to a dinner allowance not to exceed \$15.00. A receipt for dinner must be produced for the employee to receive the dinner allowance.

15. SHIFT DIFFERENTIAL

- 15.01** Whenever a scheduled weekly tour of duty ends after 7:00 p.m., each employee shall receive a shift differential of **fifteen (15%) percent** of the employees' wage rate. This differential shall be included in wage payments by adding this **15%** to the employee's basic hourly rates outlined in Article 13.02.

17. **WORK PERFORMED AWAY FROM OFFICE NOT REQUIRING BOARD AND LODGING**

- 17.01 All employees are to report to job sites within a twenty-five (25) mile radius of the Employer's office that is closest to employee's permanent residence without compensation for travel. 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.
- 17.02 When an employee is required to report to a job site outside that twenty-five mile radius, the Employer will reimburse the employee for twice the shortest road distance between the job site and the twenty-five mile radius. Reimbursement rate will be the Internal Revenue Service (IRS) standard mileage rate per mile plus tolls, providing employee uses own vehicle.
- 17.03 When an employee is required to report to a job site outside a sixty-five mile radius of Employer's office, the Employer will in addition to reimbursing travel pursuant to 17.02 compensate the employee for twice the shortest road distance between the job site and fifty-five mile radius at a rate of one and one-half minutes per pay mile.
- 17.04 In the event an employee is required to be away from home overnight, Employer will reimburse the cost of lodging and meals as set forth in 18.01.
- 17.05 In the event an employee needs to use his automobile on company business, as distinguished from reporting from his residence to a job site, Employer will reimburse the employee for such authorized usage at *the Internal Revenue Service (IRS) standard mileage rate* per mile, plus tolls and parking.

18. **BOARD AND LODGING ASSIGNMENT**

- 18.01 At the Employer's discretion, an employee may be required to board and lodge at the location of an assignment. The lodging will be a company provided residence at Employer's expense and receive a daily meal allowance of \$40.00 for each night of lodging.
- 18.02 Travel Time. When an employee is required to report to such a job site as above, the time required to be spent by the employee in traveling between his 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 regular hourly rate.
- 18.03 Travel Expenses. When an employee is required to report to such a job site as above, the Employer shall pay for the actual cost of the employee's transportation between his home and the job site at the start and completion of the assignment, and every fourth weekend of assignments which lasts more than four consecutive payroll weeks.

19. **METHOD OF TRANSPORTATION**

- 19.01 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.

20. **HOLIDAYS**

20.01 **There will be 12 paid holidays each calendar year. See *appendix B (pages 22-25) for yearly holiday schedule.**

- 20.02 Eligibility & Pay. After sixty 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 day preceding and the first regularly scheduled work day following a holiday, will receive no pay for such holiday.

- 20.03 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, if conditions under 20.02 are met.

21. **MILITARY LEAVE**

- 21.01 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.

22. **BEREAVEMENT LEAVE.**

- 22.01 After 120 days of employment, an employee will be entitled to leave of absence, as actually needed and used by him, for funeral arrangement or attendance due to death of his grandparents, parents, brother, sister, spouse or child. Employer will reimburse him for such scheduled work time as he actually loses during this leave to a maximum of three eight-hour days at his regular wage rate.

23. PERSONAL LEAVE

23.01 Leaves of absence for personal reasons will be granted at the Company's discretion.

23.02 Physician's Certificate. An employee absent for illness disability will, as the Employer may require, furnish the Employer with a Physician's Certificate or submit to an examination by the Employer's Physician (at the Employer's expense) as to the existence or continuation of his illness or disability.

23.03 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.

24. JURY DUTY

24.01 After 120 days employment, an employee who has jury duty will be paid the difference between jury duty and eight (8) hours pay at their regular base for each working day served.

25. SICK LEAVE /PERSONAL DAYS

Service

Sick Days With Pay

After 90 days

7 sick days

This time is to be used specifically for illness or accidents; with the exception of two (2) sick days per year which can be used as personal days. In order for the day to be considered personal, the employee must give the employer a minimum of two (2) work days notice prior to the work day he wants off, except for unusual circumstances.

25.02 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.

- 25.03 If an extended leave is necessary due to Worker's Compensation or N.Y. State Disability related illness or accident, sick leave benefits will still be paid. Worker's Compensation or Disability Insurance provides for coordination of benefits as long as the amount of monies received does not exceed the regular weekly salary. Combined with accumulated sick leave, the Employer will maintain the employee's regular weekly salary for a period up to thirty (30) days. Because of the coordination of benefits clause, any monies that an employee receives from compensation or disability must be turned over to the Employer during this period.
- 25.04 An employee out due to a compensation or disability claim must file the necessary claim papers to receive a weekly paycheck.

26. SUBCONTRACTING

- 26.01 If for any reason the Employer desires to contract or subcontract bargaining unit work, it is the earnest intent that the aforementioned contracting or sub-contracting will not result in an eroding of the bargaining unit or the curtailing of work of the bargaining unit and such contracting or sub-contracting will not be used as a Union busting tactic.
- 26.02 The Employer agrees to keep the Union informed, in writing, of all jobs sub-contracted stating the name of the Company doing the work, brief description of work, job site, address and name of firm work is being done for, and due date of job.
- 26.03 The Employer further recognizes and agrees that in no event will it contract out Bargaining Unit work, if by doing so, it would cause, directly or indirectly, permanent or temporary layoffs, part-timing or in any way adversely impact on members of the Union.

27. LIMITATION ON SUPERVISOR'S PERFORMANCE OF BARGAINING UNIT WORK

- 27.01 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 hourly workers in the bargaining unit. It is, however, recognized that supervisor's 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, when no bargaining unit people are available.

28. CONFLICT OF INTEREST

28.01 No employee, while in the Employer's employ, shall perform any work or sale of material or services related to the Employer's business, without the express written consent of the Employer. Such action, or actions, will be grounds for termination.

29. SEPARABILITY

29.01 Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. If any provisions are declared to be in conflict with law, the parties agree to meet within a reasonable period of time to negotiate a substitute provisions.

30. AMENDMENT

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

30.02 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 obliged to discuss or agree to such proposed amendment or supplement.

31. WELFARE PROGRAM

31.01 The Employer will provide a welfare program consisting of; Life Insurance and Accidental Death Benefit equal to at least one times the Employee's Base Annual Pay; Basic Medical Benefits which cover one hundred (80%) percent of reasonable and customary charges; Major Medical Benefits with an unlimited maximum benefit as described by the specific insurance contract on file with the CWA, District One.

*Please to change to 80%
MA*

31.02 The Employer will provide a dental plan, 100% funded by the employer, with benefits as described by the specific insurance contract on file with the CWA, District One. The employee can opt out of this plan but will receive no cash reimbursement if he/she chooses to do so.

32. PENSION-CWA/ITU NEGOTIATED PENSION PLAN

32.01 Effective July 15, 2022 the Employer will contribute \$1.90 per hour, per employee who has completed ninety (90) days of employment, to the CWA/ITU Negotiated Pension Plan for up to forty (40) hours per week.

32.02 Effective July 15, 2023 the contribution will increase to \$2.00 per hour.

32.03 Effective July 15, 2024 the contribution will increase to \$2.10 per hour.

33. C.WA. SAVINGS AND RETIREMENT TRUST FUND.

33.01 After ninety (90) days of employment, employees shall be eligible to contribute up to ten percent (10%) of their basic weekly pay to the C.WA. Savings and Retirement Trust Fund. Such employee contribution shall be deducted from the employee's wages before any taxes are taken out. (Pre-Tax).

33.02 Employer agrees to match each employee's pre-tax contribution with an amount equal to no more than 4% of the employee's basic weekly pay.

33.03 Employer agrees to forward the employee's contribution and the amount matched by the Employer to the CWA Savings and Retirement Trust Fund within thirty (30) days from the pay period in which the deductions were made.

34. TRAINING

34.01 The Company and the Union recognize that continued technological change has become a part of the communications industry. Accordingly, training opportunities may be mutually beneficial to the Company and its employees. Accordingly, the Company and Union agree as follows:

1. If the Company requires any employees to participate in training, the costs of such training shall be borne by the Company and the time spent by the employee selected for such training shall be considered working time. Seniority shall be given priority consideration in selecting individuals for training.

2. The Company may establish voluntary training or self-study-programs designed to help him learn to perform a new job or to learn new and additional skills. Any such programs shall be conducted outside the employee's regular working hours; shall be voluntary and without prejudice to any employee who chooses not to participate; and shall not involve any productive work. If such programs are not offered to all employees, the Company will offer it to employees based on reasonable criteria, such as employee availability, individual qualifications for the program, Company needs, and seniority. Such programs shall not be considered time worked for pay or other purposes, but the Company shall bear the cost of any teachers, physical facilities and/or training materials which it offers.

35. PRODUCTIVE WORK BY SUPERVISORS

- 35.01 No owner or officer of the Company shall be permitted to perform any work normally performed by members of the bargaining unit, if by doing so he/she replaces a member of the bargaining unit. No owner or officer of the Company shall be permitted to perform any work normally performed by members of the bargaining unit if it shall cause layoffs or downsizing. No owner or officer of the Company shall be permitted to perform any work normally performed by members of the bargaining unit on layoff or reduced work week.
- 35.02 Any other management employees shall not perform work normally performed by members of the bargaining unit

36. EFFECTIVE DATE AND DURATION

36.01 This agreement shall become effective at 12:01 AM on **06/05/2022**, and remain in full force and effect until midnight **06/04/2025**, 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 expiration of its intention to modify or terminate this agreement.

Michele Geraci
Network Technology Solutions, Inc.

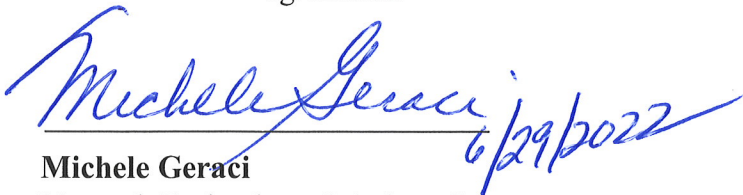
Steven DeIanni
Communications Workers of
America (AFL-CIO) International
Staff Representative

Steven Lawton,
Communications Workers of America
Local 1102

**MEMORANDUM OF AGREEMENT FOR
PAYROLL DEDUCTION OF CWA-COPE**

This is an agreement between Network Technology Solutions, Inc. (“Company”) and Communications Workers of America, (“Union”) by which the Company agrees, effective upon ratification of the 2010 Labor Agreement between the parties and for the life of the 2022 Labor Agreement, to provide a procedure whereby eligible employees of the Company may make voluntary contributions through payroll deduction to CWA-COPE, a separately segregated Political Action Committee (PAC) sponsored by the Union. The terms of the agreement are:

1. Eligibility to participate in contributions to CWA-COPE is restricted to those employees of the Company who are certified by the Union as eligible under applicable federal and state laws. Participation by eligible employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union.
2. Deductions from employees’ pay shall be made each pay period and will begin or change in the first pay period ending in the month following receipt of a signed payroll deduction authorization (PRD) card. Authorization cards are to be forwarded to the payroll office by the 20th calendar day of a month in order for them to be effective in the month following receipt. Deductions shall be in the minimum amount of 25 cents per pay period. The employees’ paydrafts will carry an indication of the PAC deduction.
3. The Company will remit contributions to the Treasurer, CWA-COPE Political Contributions Committee, monthly, following the deduction from the employees’ pay. In addition, the Company will transmit monthly a list of contributors through payroll deductions showing the contributors’ names and amounts contributed.
4. Any employee’s payroll deduction shall cease only upon the occurrence of any of the following:
 - a. Termination of a participating employee’s employment with the Company.
 - b. Retirement of a participating employee.
 - c. Transfer of a participating employee out of the bargaining unit.
 - d. Receipt in the payroll office of written notice to cancel contributions to CWA COPE signed by the employee.
5. This agreement is subject to applicable federal, state and local laws and regulations and shall not be effective where prohibited by any such laws or regulations.
6. The parties agree the Company assumes no responsibility under this agreement other than the collection of contributions pursuant to employee authorization of payroll deductions and forwarding of such amounts collected to CWA-PAC. The Union agrees to indemnify the Company and hold it harmless from all claims, damages, costs and expenses of any kind which may arise in connection with the program covered by this agreement.


Michele Geraci

Network Technology Solutions, Inc.

Steven Lawton

Communications Workers of America Local 1102

NETWORK TECHNOLOGY SOLUTIONS, INC.
2022 HOLIDAY SCHEDULE

NEW YEARS DAY	Friday	12/31/21
PRESIDENTS DAY	Monday	02/21/22
GOOD FRIDAY	Friday	04/15/22
MEMORIAL DAY	Monday	05/30/22
INDEPENDENCE DAY	Monday	07/04/22
LABOR DAY	Monday	09/05/22
COLOMBUS DAY	Monday	10/10/22
VETERANS DAY	Friday	11/11/22
THANKSGIVING DAY	Thursday	11/24/22
DAY AFTER THANKSGIVING	Friday	11/25/22
CHRISTMAS DAY	Monday	12/26/22

NETWORK TECHNOLOGY SOLUTIONS, INC.
2023 HOLIDAY SCHEDULE

MARTIN LUTHER KING DAY	MONDAY	01/16/2023
PRESIDENTS DAY	MONDAY	02/20/2023
GOOD FRIDAY	FRIDAY	04/07/2023
MEMORIAL DAY	MONDAY	05/29/2023
INDEPENDENCE INDEPENDENCE DAY	MONDAY TUESDAY	07/03/2023, & 07/04/2023
LABOR DAY	MONDAY	09/04/2023
COLOMBUS DAY	MONDAY	10/09/2023
THANKSGIVING DAY	THURSDAY	11/23/2023
DAY AFTER THANKSGIVING	FRIDAY	11/24/2023
CHRISTMAS EVE	FRIDAY	12/22/20
CHRISTMAS DAY	MONDAY	12/25/2023

NETWORK TECHNOLOGY SOLUTIONS, INC.
2024 HOLIDAY SCHEDULE

NEW YEARS DAY	MONDAY	01/01/2024
PRESIDENTS DAY	MONDAY	02/19/2024
GOOD FRIDAY	FRIDAY	03/29/2024
MEMORIAL DAY	MONDAY	05/27/2024
INDEPENDENCE DAY	THURSDAY	07/04/2024
DAY AFTER INDEPENDENCE	FRIDAY	07/05/2024
LABOR DAY	MONDAY	09/02/2024
COLOMBUS DAY (OR) ELECTION DAY	MONDAY TUESDAY	10/14/2024 11/05/2024
THANKSGIVING DAY	THURSDAY	11/28/2024
DAY AFTER THANKSGIVING	FRIDAY	11/29/2024
CHRISTMAS EVE	TUESDAY	12/24/2024
CHRISTMAS DAY	WEDNESDAY	12/25/2024

NETWORK TECHNOLOGY SOLUTIONS, INC.
2025 HOLIDAY SCHEDULE

NEW YEARS DAY	WEDNESDAY	01/01/2025
PRESIDENTS DAY	MONDAY	02/17/2025
GOOD FRIDAY	FRIDAY	04/18/2025
MEMORIAL DAY	MONDAY	05/26/2025
INDEPENDENCE DAY	FRIDAY	07/04/2025
LABOR DAY	MONDAY	09/01/2025
COLOMBUS DAY	MONDAY	10/13/2025
THANKSGIVING DAY	THURSDAY	11/27/2025
DAY AFTER THANKSGIVING	FRIDAY	11/28/2025
CHRISTMAS EVE	WEDNESDAY	12/24/2025
CHRISTMAS DAY	THURSDAY	12/25/2025
NEW YEARS EVE	WEDNESDAY	12/31/2025