

AGREEMENT  
BETWEEN  
COMMUNICATION WORKERS OF AMERICA (AFL/CIO)  
Local 1150  
6 Harrison Street  
New York, NY 10013

And  
Voice 2000 Inc.



EFFECTIVE: April 1, 2013 THROUGH SEPTEMBER 30<sup>th</sup> 2017

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1. RECOGNITION

- 1.01 Employer recognizes the Union as a sole and exclusive collective bargaining representative with respect to hours, wages and other terms and conditions of employment of all employees, who may be hired to occupational classifications which are not considered excluded by the National Labor Relations Act.

2. SUCCESSORSHIP CLAUSE

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

3. UNION SECURITY

- 3.01 Each employee who is a member of the Union on the effective date of this Agreement shall, as a condition of employment remains a member. Each employee who is not a member as a condition of employment shall, no later than thirty days of his/her employment or the effective date of this agreement, whichever is later become and remain a member of the Union. On written notice from a duly authorized Union official that an employee who has been employed more than thirty days has failed to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the union, the employer will discharge such employee within seven days after the receipt of such notice unless within such seven days, such employer's failure to tender such dues and initiation fees is cured.
- 3.02 Union Cards shall be used for identification when required on official company business. Its use by any other person is not permitted. This card remains the property of CWA Local 1150 and must be surrendered to the Union upon demand or upon termination of employment. Violation of these rules may be punishable by Law as a misdemeanor. Employers who fail to collect union cards and return them to CWA, Local 1150 will be required to pay the amount equal to dues paid by the employee until said cards are returned to the local

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

4. DUES CHECKOFF

- 4.01 Provided the employer has received from an employee on whose account such deductions are to be made, a signed written request on payroll deduction authorized form, attach to and made part of this agreement as Appendix A. the employer will deduct weekly from the employee's wages the amount specified in that request. The Employer will forward the amount deducted to the Union Secretary Treasurer or his authorized agent.
- 4.02 Payroll deductions will be made in a weekly pay periods for properly executed deductions 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 sure efforts as it deems appropriate to correct errors or omissions, if any.
- 4.03 Deductions shall be remitted to Union's Secretary Treasurer no later than twenty days after the end of the preceding month during which deductions were made.
- 4.04 The employer agrees to furnish the Union's Secretary/Treasurer at the time it remits the following
1. Dues deducted,
  2. Roster of all employees names, addresses, social security numbers,
  3. Weekly Pay Rates
  4. Date of employment
  5. Job classification
  6. Time in Job clarification
  7. If no deductions were made, reason for not making deduction.
- 4.05 An employee's authorization shall be automatically cancelled upon termination of employment. An employee's authorization shall be suspended upon leave of absence in excess of thirty calendar days
- 4.06 Upon return from leave of absence the returning employee's deduction authorization shall be reinstated in accordance with 4.02.
- 4.07 Any changes in the amount of monthly Union dues will be certified to the employer by the Secretary /Treasurer of the Communication Workers of America. A certificate which changes the contribution due

To the Union shall become effective the first day of the month following the date the employer receives such notification.

- 4.08 The employer agrees to furnish the Secretary of the local a roster of all employees' names, address, social security numbers, dates of employment rates of pay, current weekly dues rates and job classification. The list is to be submitted each quarter, no later than ten days following the quarter.
- 4.9 The Employer agrees to furnish the secretary the secretary of the local the vacation days used per employee and the holiday taken per employee. To be submitted each quarter.

5. UNION STATUS AND RIGHTS

- 5.01 Stewards-Union will notify employer in writing of the elected officers and stewards (and their alternates in case of the absence of any union representative authorized to administer this agreement on behalf of the Union). And employer shall recognize no others.
- 5.02 Access- An authorized non-employee Union representative shall have reasonable access to employer's premises to ascertain whether conditions of this agreement are being observed provided there is no interpretation of service or the employer's activities.
- 5.03 Administration- Those described in 6.01 and 6.02 shall be permitted to transact Union business directly related to the administration of the agreement on the employer's premises and at times and places which shall not interfere with or interrupt the employer's activities or any employees performance or employment duties or responsibilities (whether or not that employee is covered by his agreement). If the employer believes this privilege is being abused, it shall give written notice to the Union, which shall then endeavor to correct the situation to the mutual satisfaction of the parties. Subject to the foregoing conditions, a steward shall sustain no loss of pay.
- 5.04 Bulletin Board- A suitable bulletin board space shall be provided on the employer's premises for the Union exclusive use.

6. STRIKE, ETC., & LOCKOUT PROHIBITION

- 6.01 There will be no strike, work stoppage, work interruption, slow down, sympathy strike, picketing or boycott by the Union or any employee, and no lockout by the employer during the life of this agreement.
- 6.02 No employee shall be subjected to discipline for refusing to cross a lawful and primary picket line that has been authorized by the Union.

7. SENIORITY

- 7.01 The 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 employer, beginning with the date on which the employee began work after being hired and including any time spent in the armed forces, interrupting otherwise continuous employment, or any other absence approved by the employer.
- 7.02 Every new employee will be on probation for a period of ninety days. During the probationary period the new employee shall have no seniority and may be discharged at the employee's will. However, the Union's claim that the discharge was without Just cause shall be subjected to the grievance provision of this agreement but shall not be subjected to arbitration. Upon completion of ninety days (90) 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.
- 7.03 In the event of a layoff, the company shall determine the occupational classifications. Employees in the affected occupational classification shall have the option of bumping into a lower job classification if he/she has more company seniority. An employee exercising this right to bump may then receive the wage for the job classification he occupies after bumping and will remain on the recall list.
- (a) The company shall lay off employees in the inverse order of seniority determined by the net credited service. However, if any employee in the group whose seniority would otherwise cause layoff cannot be replaced by an employee in the same work group who is qualified to serve as a replacement with only reasonable training, the next senior employee will be laid off.

- (b) In the event of recall, the employer shall recall by order of company net credited service. Senior employee will be recalled first and so on.
- (c) In case of a temporary change lay-off (Article 11:03)  
The tech on temporary layoff shall be the least senior person within the title affected and then on a rotational basis in reverse seniority order.

- 7.04 All seniority right and all other rights under this agreement shall be lost if the following occurs;
- (a) An employee quits employment,
  - (b) An employees discharged for just cause;
  - (c) An employee is absent from active employment for one year;
  - (d) An employee fails to return to work within seventy-two hours after notice of recall is sent, return receipt requested, to the last address the employee supplied employer.
  - (e) An employee promoted to or transferred out of the bargaining unit but remaining in the employers employ, shall upon completion of 180 days service after his return to the bargaining unit have his net credited service date adjusted to reflect his seniority to the date hire. During this period those employees shall be considered to have no seniority.

## 8 GRIEVANCE PROCEDURE-ARBITRATION

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

- 8.02 Scope and Steps- Except as otherwise stated in this section, any dispute between employer and Union will be adjusted in this way;

**First Step-** It is the party's position that all complaints will be first discussed informally by the persons most closely involved including the immediate supervisors and Shop Steward.

**Second Step-** A complaint by either Union (for itself or an employee) or employer must be filed in writing with the other within 20 workdays after the knowledge of the occurrence on which is based. Within 30 days of receipt of the complaint, the Union's representative and the employers or his designee will meet in effort to resolve it. The reasons stating the party's position will be exchanged in writing at this meeting.

8.03 Election to Arbitrate- Should the parties fail to adjust the grievance the parties will, within 45 days after the conclusion of step 2 of the grievance procedure, refer the dispute to the American Arbitration Association by written notice requesting that agency to provide panels from which the arbitrator will be selected.

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

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

9. DISCIPLINE AND DISCHARGE

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

9.2 An employee apparently subject to summary discharge shall ordinarily first be placed on indefinite suspension to afford the Union an opportunity to pursue the circumstances with the employer. On receipt of written notice pursuant to 9.01, the Union will within fifteen days, schedule a second step meeting as described in 8.02.

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

9.4 The employer agrees to furnish the Local Union and Shop Steward, as soon as possible, copies of all written warnings and suspensions given to any of its employees. It is understood that whenever possible, the shop steward will be notified prior to any discipline action.





10. VACATIONS

10.01 Vacations will accrue on the following schedule:

<b>Service</b>	<b>Number of Weeks</b>
6 Months	1 Week
1 To 4 Years	2 Weeks
5 To 8 Years	3 Weeks
9 To 14 Years	4 Weeks
15 Years or More	5 Weeks

10.02 All vacations will accrue as of the anniversary date of employment.

10.03 An employee who takes 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 holiday.

10.04 Vacation pay shall be paid on the last payday immediately preceding the employee's vacation. All requests for vacation pay must be in writing, signed and approved by the employee's supervisor. Request for vacation should be submitted no later than 30 days prior to the start of the requested week.

10.05 The scheduling of available vacations weeks shall be such that no more than 33% of the employees in a particular classification will be permitted to be on vacation at any one time during the calendar year. However, those employees who elect to extend their vacation period pursuant to Article 10.03 shall not be considered to be on vacation when scheduling available vacation weeks.

10.06 Vacation selections will begin no later than November 1<sup>st</sup> for the following year's vacation. The vacation selection process should be completed by December 31, but no later than April 1. Vacation selections will be scheduled in order of seniority. After the vacation selection process is completed, remaining available vacation weeks will be granted in a first come first serve basis

10.07 Vacations cannot be carried over from year to year unless specifically requested of and approved by the employer, with employer's written appeal an employee may

(a) Work his vacation and receive compensation for the hours worked and scheduled vacation days, or

- (b) Reschedule the vacations time, or
- (c) Carry it over for use during the succeeding year.

Reschedule vacations must be concluded by April 1, of the succeeding year and shall not interfere with operations needs.

10.08 On termination, an employee shall receive his accrued vacation pay.

10.09 The company and the Union recognize that it may be in the best interest Of the employee to have ability to take time off for brief intervals because Of personal and or immediate needs. Therefore;

- (a) An employee may designate and schedule, as applicable up to (1) vacation days to be used flexibly.
- (b) These flexible vacation day may be divided into increments of two (2) hours.
- (c) A flexible vacation day may be taken at any time during the vacation schedule period and up to and including the actual scheduled flexible vacation day provided:
  - (1) The employee's supervisors are notified during the beginning of the tour.
  - (2) In the case of emergent circumstances arising after reporting to work the employee notifies their supervisor of the need for time off.
  - (3) In either case not more than twenty-five percent (25%) of the work group is scheduled off, then the time maybe granted consistent with the needs of business.

## 11. WORK TIME

11.01 The normal work day will be eight (8) hours, exclusive of a minimum of one-half hour meal period, which meal period actually taken will not be considered time worked. Each employee will report for work at a definite time between 6:00 a.m. and 9:00 a.m. and his time will run until the end of his schedule work period. The normal work week for each employee will be forty hours, Monday through Friday or Tuesday through Sunday.

11.02 Any "Permanent Change" in the basic work week or day will be announced at least one week in advanced of the change. A "Permanent Change" is any change other than a "Temporay Change" as defined below. If the employer is unable to give at least one week notice of a Permanent change, then affected employee shall be paid as follows:



- (a) The hourly rate as provided in Article 12.03 for all hours during this regular tour whether worked or not.
- (b) One and one-half his hourly rate for all time worked outside the hours of his regular tour which is within the hours of his new scheduled tour.

11.03

“Temporary changes” to meet business needs may occur from time to time. “Temporary changes” include, but are not limited to, delays incurred because work by other trades that has to be completed first in time has not been completed, necessary supplies are not yet available at the jobsite, the project manager is not available, the customer reschedules the work, a customer cancels the work, situations occur in which in climate weather, natural disasters, or man-made disasters cause delays or the cancellation of work, and other unforeseen conditions that arise which are beyond the control of the Employer. In the case of “Temporary Changes”, as it has always done, the Employer will make its best efforts to reschedule work in an attempt to provide a full week’s work to employees. If, however, the Employer is not able to reschedule work due to “Temporary Changes”, the employee shall follow Article 7.03 (C).

If some work is available, but not enough work is available for all union members, there is no requirement to pay more than the hours actually worked in a week.

## 12. CLASSIFICATION AND BASIC COMPENSATION

12.01 The basic requirement for each classification is as follows:

CLASSIFICATION	BASIC REQUIREMENTS
Cable Puller	Cable pulling, open and close ceiling tiles, cable terminating, installing wall jacks, set up and prepare installation and testing of cables.
Installer	Prepare and determine cable routes. Install molding or conduits, handle and operate power tools. Install cable rack and equipment; keep and maintain job records; testing and trouble shoot cables and equipment.
Senior Installer	Prepare jobs on a daily basis, assign jobs to technicians, install and program equipment and phone system training and assist of new and existing technicians and project management.
Estimator	Site inspection, prepare proposal, estimate materials and labor costs; monitor job progress and develop customer relationships.



12.02 PROMOTION TO A HIGHER CLASSIFICATION

In the event of a vacancy in a higher job classification, openings will be first made available to the senior qualified employee in the lower classification. Employees having been advanced to a higher classification will not be reduced to a lower classification due to a company force reduction except s covered in 7.03.

12.03 BASIC MINIMUM WAGE RATE FOR HOURLY EMPLOYEES  
Except as otherwise stated below, the basic minimum hourly rates\* will be:

**Cable Puller**

	0%	3%	3%	3%	3%
	4/1/13	4/7/14	4/7/15	4/7/16	4/7/17
Entry	15.64	16.11	16.59	17.09	17.60
6 months	16.22	16.71	17.21	17.72	18.26
12 months	16.97	17.48	18.00	18.54	19.10
18 months	17.71	18.24	18.79	19.35	19.93
24 months	18.43	18.98	19.55	20.14	20.74
30 months	19.16	19.73	20.33	20.94	21.56
36 months	19.72	20.31	20.92	21.55	22.20

**Installer**

	0%	3%	3%	3%	3%
	4/1/13	4/7/14	4/7/15	4/7/16	4/7/17
Entry	20.40	21.01	21.64	22.29	22.96
6 months	22.60	23.28	23.98	24.70	25.44
12 months	23.94	24.66	25.40	26.16	26.94
18 months	26.11	26.89	27.70	28.53	29.39
24 months	27.35	28.17	29.02	29.89	30.78
30 months	28.60	29.46	30.34	31.25	32.19
36 months	29.46	30.34	31.25	32.19	33.16



### Senior Installer

	0%	3%	3%	3%	3%
	4/1/13	4/7/14	4/7/15	4/7/16	4/7/17
Entry	30.85	31.78	32.73	33.71	34.72
6 months	34.78	35.82	36.90	38.01	39.15
12 months	35.36	36.42	37.51	38.64	39.80
18 months	36.76	37.86	39.00	40.17	41.37
24 months	38.04	39.18	40.36	41.57	42.81
30 months	40.98	42.21	43.48	44.78	46.12
36 months	42.20	43.47	44.77	46.11	47.50

### Estimator

	0%	3%	3%	3%	3%
	4/1/13	4/7/14	4/7/15	4/7/16	4/7/17
Entry	34.78	35.82	36.90	38.01	39.15
6 months	35.36	36.42	37.51	38.64	39.80
12 months	36.76	37.86	39.00	40.17	41.37
18 months	38.04	39.18	40.36	41.57	42.81
24 months	40.98	42.21	43.48	44.78	46.12
30 months	42.20	43.47	44.77	46.11	47.50
36 months	45.06	46.41	47.80	49.24	50.72

## 13. PREMIUM WAGE RATES

### 13.01 **Overtime Rates:**

After forty hours paid in any 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. If however, an employee's normal workweek is other than Monday through Friday and he works seven consecutive days, for seventh day worked, the employee will be paid at two times basic wage rate. The employer agrees to assign overtime as equitable as possible.

### 13.02 **Dinner Allowance:**

If an employee is required to work three hours beyond his basic workday, He will be entitled to a dinner allowance not to exceed \$10.00. A receipt for dinner must be produced for the employee to receive a dinner allowance.



13.03

**Call-In- Pay:**

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

13.04

**On-Call-Pay:**

When the employee is required by the employer to carry a beeper for specified period of times and must remain within the beeper range, he will be entitled two (2) hours of pay at the employee's basic rate for every eight (8) hours spent on call.

14. SHIFT DIFFERENTIAL

14.01

Whenever a scheduled tour of duty ends after 6:00 p.m., each employee shall receive a night differential of ten percent (10%) of the employees basic wage rate.

The differential shall be included in wage payments by adding 10% to the employee's basic hourly rate.

15. WORK PERFORMED AWAY FROM OFFICE NOT REQUIRING BOARD AND LODGING

15.01

The employees are to report to job sites within a twenty-five mile radius of the Employer's office which 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 time to or from the job site.

15.02

If an employee must report directly to a job site exceeding twenty-five miles from the home using their personal vehicle, he will be reimbursed for additional mileage equal to the IRS standard mileage rate plus tolls and parking, and will be paid for travel time above and beyond the employee's normal commute. If an employee must report to the home office before reporting to the job site exceeding twenty-five miles from his home office, time traveling to the job site will be considered time worked, plus the employee will be reimbursed the IRS standard mileage rate plus tolls and parking.

15.03

The twenty-five mile radius from the employee's permanent residence will be calculated using a standard computerized map system.



16. BOARD OF LODGING ASSIGNMENT

16.01 When an employee is temporarily transferred to an assignment that requires an additional two hours commute each way, the employee may request and shall be granted board and lodging. In that case, the Employer will arrange lodging and provide a maximum payment of \$35 per day for actual expenses as shown by receipts.

16.02 Travel to and from an assignment requiring lodging will be paid as per Article 15.

17. METHOD OF TRANSPORTATION

17.01 The Employer may select the method of transportation to be used by the Employee.

18. HOLIDAYS

18.01 Number and Identity There will be ten holidays; New Year's Day, Chinese New Year, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and one Floating Holiday to be designated by the employee.

18.02 Eligibility and Pay After thirty (30) 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 is absent and unexcused on the last regularly scheduled work day preceding, or the first regularly scheduled work day following a holiday, will receive no pay for such holiday.

18.03 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.

19. MILITARY LEAVE

19.01 Employees who have 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 paid leave of absence.



20. BEREAVEMENT LEAVE

20.01 After thirty (30) days of employment, an employee will be entitled to leave of absence, as actually needed and used by him for funeral arrangements or attendance due to death of his grandparents, parents, brother, sister, spouse, child, grandchild, or mother/father-in-law. The employer will reimburse him for scheduled work time he actually lost during this leave to a maximum of three eight-hour days at his regular wage rate.

21. PERSONAL LEAVE

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

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

21.03 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.

22. JURY DUTY

22.01 Any employee who is not a party to the action and who is absent in compliance with a summons for jury duty or a subpoena requiring the employee to appear in court as witness shall be excused. The Employer will pay a maximum of ten days a year for the period during which the employee is absent on scheduled days because of such jury service or court appearance. When an employee is excused from jury or witness duty for part of a day or for an entire day, the employee shall report to his/her supervisor in person or by telephone for an assignment.



23. SICK LEAVE

23.01 After thirty (30) days of employment, each employee accrues time off with pay to cover periods of disability which result for illness or accident. This time is to be used specifically for illness or accidents.

23.02 Employees shall accrue sick leave at the rate of 6.67 hours per month, which equates to 10 sick days per year. At the end of each calendar year, any and all accrued, unused sick days shall be paid out; however, at the employee's option, each employee is permitted to carry over a maximum of 30 sick days. The parties hereby expressly waive coverage by the Sick Pay Law passed by the City of New York and codified in section 20 of the Administrative Code of the City of New York.

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

24. SUBCONTRACTING

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

24.01 As such time as it may become necessary to meet the requirements of peak loads or in the event that the requirements of a specific job are such that no bargaining unit employee possesses the skills or training to perform the work. The employer may contract with outside independent contractors. However, the Employer recognizes and agrees that any time work is to be contracted or subcontracted out it will give the union in writing, at least fifteen (15) days' notice of its intent to contract or subcontract out bargaining unit work. Furthermore, the Employer agrees to give the Union in writing the name of the company doing the work, a brief description of the work to be performed, job site or name, address of the firm where they work is to be performed, due date of the job, and the anticipated duration of the contract with the subcontractor.

24.02 The Employer further recognizes and agrees that in no event will it contract or subcontract out bargaining unit work, if by so doing it would cause a direct or indirect, permanent or temporary layoffs, part-timing, downgrades or any adverse effect on the Employees in the Bargaining Unit.

25. LIMITATION OF SUPERVISOR'S PERFORMANCE OF BARGAINING UNIT WORK

25.01 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 to hourly workers in the bargaining unit. It is, however, recognized that supervisory personnel must do bargaining unit 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.

26. CONFLICT OF INTEREST

26.01 No Employee, while in the Employer's employ, shall become a contractor for the performance of any telephone work or the sale of telephone communications, voice or data, material or services without the express written consent of the Employer.

27. SEPARABILITY

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

28. AMDENDMENT

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

29. WELFARE PROGRAM

29.01 The Employer will provide a welfare program for all regular employees upon completion of six (6) Months of service, consisting of life Insurance and accidental death benefits to or at least one (1) times the employee's base annual pay.

29.02 Medical Benefits will be provided by the Employer as follows. The Employer agrees to provide benefits as per the policy currently in effect (Oxford Metro) for the period December 1, 2013 through November 30, 2014. After November 30, 2014 the Employer agrees to continue to provide the same level of benefit coverage provided for in the Oxford Metro policy as long as the premiums do not increase by more than ten (10) percent for any plan year. The ten (10) percent increase in premiums shall exclude any increase due to status changes (ex-Employee to Employee +1 or Employee +1 to Employee + Family).

- 29.03 In the event the Employer cannot obtain a policy with the same level of benefits in the Oxford Metro policy without increasing premiums by more than ten (10) percent it shall negotiate with the Union benefit plan design changes that will reduce the increase in premiums below the ten (10) percent allowable increase per plan year.
- 29.04 Should any health insurance procured by the Employer be discontinued by the insurance company due to the higher standards required by the Affordable Care Act, the Employer shall obtain a policy that is acceptable under the Act. If doing so will increase the premiums by more than ten (10) percent (excluding increase due to status changes ex-Employee to Employee +1 or Employee +1 to Employee + Family) it shall negotiate with the Union benefit plan design changes that will reduce the increase in premiums below the allowable ten (10) percent increase per plan year and is in compliance with the Act.
- 29.05 At no time shall the Employer be permitted to let the Employee's medical benefits lapse. However, if the Employer has given 30 or more days' notice of either (i) an increase in premiums in excess of 10%, or (ii) a discontinuation of coverage by the insurance company due to higher standards required by the Affordable Care Act, then, to avoid a lapse in coverage, the Employer will be permitted to implement its last, best offer to avoid such a lapse in coverage pending resolution of the matter either through further negotiations or through the grievance and arbitration process.

Medical Benefits which cover the following:

**A) Major Medical Benefits:**

Deductible Individual/ Family-	\$2000 / \$5000
Co-insurance -	90%
Out of pocket-	\$3000 /\$7,500
	including deductible
Office co-pay for-	\$25
Lab-	no charge
Diagnostic X-ray and Lab	50% \$100 max
Specialist Co-pay-	\$50
Lifetime Maximum-	Unlimited

**B) Hospital Benefits:**

Hospital In-Patient-	Ded & Co Ins
Hospital out-Patient-	Ded & Co Ins
Emergency Room-	co-pay of \$200.00 (waived if admitted)

**C) Surgical Benefits:**

Surgical In-Patient- Ded & Co Ins

Surgical Out-Patient- Ded & Co Ins

**D) Mental Benefits:**

Mental Nervous In-Patient- Ded & Co Ins

30 days/calendar year

Substance abuse In-Patient- Ded & Co Ins

Rehab- 30 days/calendar year

Detox- 7 days/calendar year

Mental Nervous Out-Patient- \$50.

Copay 30 visits/calendar year

Substance abuse Out-Patient-\$50.

Copay 60 visits/calendar year

**E) Other:**

Well care (up to 19) - No-Charge

Routine Adult Care- No-Charge

Chiropractic Care- \$50. Co-pay

Home Health Care- 20% Co Ins;

40 visits/calendar year

**30. PENSION-CWA/ITU NEGOTIATED PENSION PLAN**

30.01 For all regular employees upon completion of six (6) months of service, the Employer will contribute \$1.40 per hour, per Employee to the CWA/ITU negotiated Pension Plan for forty (40) hours per week.

30.02 Effective October 1, 2011, the Employer will contribute \$1.75 per hour, per employee to the CWA/ITU Negotiated Pension Plan for forty (40) hours per week.

30.03 Vested Rights shall be after 5 years of Service.

**31. DEFINITION RELATED TO HOURS WORKED:**

A) Calendar year – Calendar year is the period beginning January 1st and ending on December 31st.

B) Pay period – A pay period is the period of seven consecutive days commencing on Sunday.

C) Normal work week – a normal work week consists of five (5) normal tour days or their equivalent during a calendar week.

D) Scheduled weekly tour – The portion of the workweek comprised of scheduled tours but excluding non-scheduled days.

E) Days:

a. Calendar day – the twenty four hours beginning at midnight.

b. Schedule day – a calendar day on which an employee is scheduled to work.

c. Non-schedule –day – a calendar day on which an employee is not scheduled to work.

F) Meal period: –

A meal period is an unpaid period no longer than one (1) hour during which an employee is excused for a meal.

G) Break period:

A break is a rest period of fifteen (15) minutes which shall be considered as work time.

H) Work time:

Work time consists of all time spent on the job in performance of company duties. Work time excludes the meal period.

I) Tours:

a. A tour is a period of work time whether scheduled or not which begins and ends at the specified time, exclusive of any meal period.

b. A scheduled daily tour is the hours of work scheduled for an individual employee for a particular day, beginning and ending at a specified time exclusive of meal periods and over-time.

c. A normal tour is the number of hours worked exclusive of a meal period which constitutes a full day's work for a full time employee.

## 32. EMPLOYMENT

32.01 As the need arises for hiring employees covered by this agreement, the Employer will first seek to have the required positions filled through the Union's employment pool, except where conditions agreed to between the parties permit otherwise. If the Union is unable to fulfill the needs of the Employer, the Employer may hire as it desires.

## 33. OTHER AGREEMENTS

33.01 Overtime Agreement

It has always been the Union's goal to make sure that employees are treated fairly and equally. There should be a system in place that does not



permit favoritism. To accomplish this goal, overtime will be dispersed per the following:

1. Voice 2000 shall keep overtime records for all employees with the name, hours worked, hours refused, total hours of overtime and job classification and such records should be kept for a 2 year period.
2. Voice 2000 management should determine what work is needed for overtime and the required classification to do the job.
3. Employees will be asked for overtime by job site/ job classification/ lowest hours of Overtime hours first.
4. All overtime both refused and worked will be charged on the overtime record.
5. Job site assignments will be assigned on a rotational basis for overtime purposes. By the end of the year all overtime hours should be equal for all employees.
6. When a company vehicle is used to go to the job site and overtime is required, all employees in the vehicle will be asked to work.
7. When assigned to a job site requiring the use of Company vehicle:
  - a. Technician will be notified of job to work before job starts
  - b. Notified if Saturday or Sunday work is required
  - c. Any overtime required for job
  - d. If employee has a valid excuse not accepting job and will be assigned to another job.
8. Job assignments for Saturday and/or Sunday work will be assigned on a rotational basis and notification given to employees one (1) week in advance with all employees knowing work must be completed by proposed deadline. If there is a valid reason for employee not to accept job assignment then consideration will be given to excuse employee to find another.
9. All overtime records are to be posted in a convenient location so employees may review their overtime hours.

34. Tools and Equipment

34.01

The employee will supply and maintain his own hand tools, including all tools listed on the Employer's "List of Basis Required Tools," a copy of which is attached to this Contract as Exhibit "A."

The Employer will provide the Personnel Protection Equipment listed on the list of Basic Required Tools, Exhibit "A", and non-basic required tools and equipment required performing the job. Each employee will be responsible for all tools and equipment supplied by the Employer, and the employee will reimburse the employer at current retail cost of all tools or equipment lost or damaged due to more than normal wear and tear.



- 34.02 Upon separation from the Employer, including discharge, layoff, resignation, or otherwise, the employee shall return all tools and equipment to the Employer. In the event that an employee is required to reimburse the Employer for tools or equipment, he or she agrees to execute an authorization that complies with applicable law (Labor Law Section 193) permitting the employer to make deductions from wages to the extent permitted by law, including but not limited to deductions from any final pay check(s).

### Basic Required Tools

The following tools are required for each installer to provide and carry at all times. Technicians are required to have these tools. A tool bag for the trade is required at all times.

Tools	Quantity
Tool bag	1
Wire stripper	1-10/18 gauge
Diagonal cutter	1-6"
Thin diagonal cutter	1-4 1/2"
Long nose pliers	1-7"
Metal shears	1-18 gauge, 9 1/4"
Small flat head screw driver	1-1/8" X 8"
Medium flat head screw driver	1-3/16" X 8"
Large flat head screw driver	1-5/16" X 8"
Small Phillips screw driver	1-# 1
Large Phillips screw driver	1-# 2
Measuring tape	1-25'
Utility knife	1
Metal scissors	1-5 1/4"
Sheet rock saw	1-6" Blade
Level (small)	1-9"
Chisel	1
Hammer	1-16 oz.
Punch down tool with 66 & 110 blades	1 set **
*Electrical tape – as needed	*Cable ties – as needed

\*Snake (metal) 1/4" x 20', 1/8" x 10' -----

\*Markers (Black Sharpie) – as needed 2 (minimum) -----\* these items will be supplied by Voice 2000.

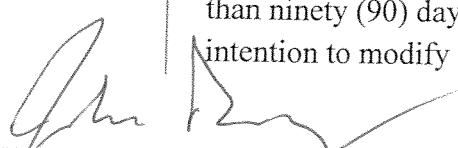
\*\* Voice 2000 will replace worn out blades with new blades upon receipt of old blades  
These are Personal Protection equipment that should be part of the company's responsibility



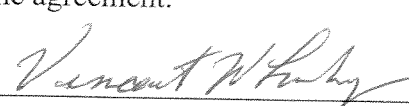
35. EFFECTIVE DATE AND DURATION

35.01

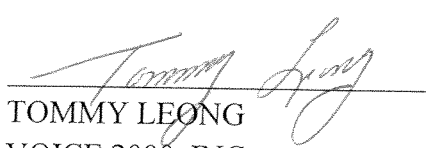
This agreement shall remain in full force and effect effective at midnight on April 1, 2013 until midnight on September 30, 2017 and from year to year thereafter, unless either party notifies the other, in writing, not earlier than ninety (90) days nor less than sixty (60) days prior to expiration of its intention to modify or terminate the agreement.



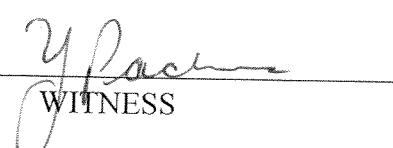
COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO



VINCENT WHITLEY  
PRESIDENT, LOCAL 1150



TOMMY LEONG  
VOICE 2000, INC



WITNESS

10/16/14  
DATE