

## **Agreement**

This Agreement made and entered into the 1st day of August, 2020 by and between Johnson Controls Security Solutions, LLC, hereinafter called the “Employer” and the Communications Workers of America, hereinafter called the “Union.”

The masculine pronoun, whenever used herein, shall include the feminine and words in the singular shall include the plural, unless the context indicates otherwise.

## **Mutual Interests**

The economic interest of the Employer and the employees is better served through the express cooperation of the Employer and the Union. Close contact and a mutual sympathetic interest between the Employer and the employees will develop a better working system, which will tend to constantly improve distribution, production and service, while improving the relationship between the Employer, the employees and public.

## **Article 1**

### **MUTUAL RECOGNITION OF RIGHTS**

**Section 1.** The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hour and other conditions of employment for the employees in the bargaining unit described below, for whom the Union was certified by the National Labor Relations Board on October 28, 1986 in Case Number 25-RC-6662, as modified in the 1989 negotiations, including all full time Serviceman 1 classified by Johnson Controls Security Solutions in the Salt Lake City area; BUT EXCLUDING all employees classified by the Employer as Clerical, Alarm Service Investigators, Operators, Professional Employees, including Collectors, Sales, Guards and Supervisors as defined in the Act including Relief Service Supervisors. .

**Section 2.** The operation of the Employer’s business and the direction of the workforce including, but not limited to, the making of and enforcement of reasonable rules and regulations relating to the operation of the Employer’s business, the establishment of reporting time, the right to hire, transfer, lay off, promote, demote, discharge for just cause, assign or discipline employees, to relieve employees from duties because of lack of work or other legitimate reasons, to plan, direct and control operations, to determine the amount and quality of work needed, to introduce new or improved methods, to change existing practices, and to transfer employees to one location or classification to another is vested exclusively in the Employer, subject, however, to the provisions of this Agreement. The Company shall have the right to subcontract; however, such subcontracting shall not result in loss of work and/or layoff of any member of the bargaining unit with four (4) or more years of continuous service.

**Section 3.** All present employees who are not members of the Union or who hereafter become members of the Union and all new employees following 30 days of employment will be required as a condition of employment, if required by law, to maintain their membership in the Union in good standing during the duration of the Agreement by offering to pay regular monthly dues and

initiation fees levied against all members.

## **Article 2 ANTI DISCRIMINATION**

**Section 1.** The Employer will not interfere with, restrain, or coerce employees covered by this Agreement because of membership or activity on behalf of the Union.

**Section 2.** Every employee shall be free to join or refrain from joining any labor organization and in the exercise of such freedom, shall be free from interference, force or coercion of any kind, direct or indirect.

**Section 3.** The policy of the Employer and the Union is not to discriminate against any employee on account of race, color, sex, creed, marital status, national origin, age, veteran status, religion, ancestry, disability status, sexual orientation or any other basis protected by law.

**Section 4.** The Employer agrees to notify the Union representative at the hiring of any new employee and afford an opportunity for the union representative to explain the Union benefits and responsibilities. The Company will provide a one (1) hour orientation for all new hires with the first week of employment to discuss Union membership and schedule such time through the appropriate supervisor.

**Section 5.** The Employer agrees that a representative of the Union shall be allowed access to the plant shop where workers are employed under the terms of this Agreement. This access shall be at a reasonable time and shall, in all cases, be cleared with management prior to entering the plant shop.

**Section 6.** At any meeting between a representative of the Employer and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for cause) is to be announced, the employee shall be advised of his/her right to Union representation, and a Union representative shall be present if the employee so requests.

## **Article 3 VOLUNTARY CHECK-OFF**

**Section 1. (a)** For the period of the Agreement, upon receipt of a written personally signed authorization on a form approved by Employer from any employee subject to this Agreement, the Employer will deduct from such employee's pay, the weekly membership dues, provided however, that the Employer shall not be obligated to deduct any delinquent dues which became delinquent prior to the effective date of the authorization. The Employer will transmit to the Secretary Treasurer of the Union on or before the 15th day after the last payday of each month, the total deductions made by the Employer, together with a list of those employees from whom such deductions are made.

(b) When earnings are insufficient to cover the authorized deductions, Union dues shall be deducted in the next payroll period in which sufficient pay is available.

**Section 2.** The Union will indemnify and keep indemnified the Employer against any and all liability and expense of every kind and nature, without any limitation whatsoever, that shall arise out of any action taken by the Employer in making deductions of Union dues and initiation fees and this indemnification shall include, but shall not be limited to, such matters as all costs of suits, proceedings, claims, demands, damages and expenses, attorney's fees and court expense.

**Section 3.** The local Union office will be notified of all new hires within two (2) weeks of their start date in job classifications covered by this Agreement, under the following conditions:

- (a) Employees hired or rehired
- (b) Employees entering or returning from military service
- (c) Employees revoking authorization to deduct Union dues
- (d) Employees leaving the company
- (e) Employees entering or returning from long term disability

**Section 4.** No provision of this Agreement shall be construed as requiring any employee to execute a Union Dues Check-Off Authorization.

**Section 5.** The form of Dues Deduction Authorization shall be as follows:

#### **DUES DEDUCTION AUTHORIZATION**

“Beginning in \_\_\_\_\_, 20\_\_\_\_, I hereby authorize Johnson Controls Security Solutions, LLC, to deduct each month from my salary or wages, sickness or accident disability payments, other benefit payments, or vacation payments in the amount of my regular monthly Union dues as certified to the Company by the Secretary-Treasurer of the Communications Workers of America. This authorization is voluntarily made and is neither conditioned on my present or future membership in the Union, nor is it to be considered as a quid pro quo for membership. Each amount so deducted shall be remitted by the Company to the Secretary-Treasurer of the Communications Workers of America or his duly authorized agent. If, for any reason, the Company fails to make such deduction, I authorize the Company to make such deduction in a subsequent payroll period.

This authorization shall continue in effect until canceled by written notice signed by me, and individually sent by certified or registered mail to the Company and to the Union, postmarked during the ten (10) calendar day period prior to each anniversary date of the current or any subsequent Agreement or until canceled by written notice given by me during the ten (10) day period prior to each anniversary date of the current or any subsequent Collective Bargaining Agreement or during the ten (10) calendar day period prior to the termination date of the current or any subsequent Collective Bargaining Agreement.

Union membership dues and agency fees are not deductible as charitable contributions for federal income tax purposes. Dues and agency fees, however, may be deductible in limited

circumstances, subject to various restrictions imposed by the Internal Revenue Code.

Date: \_\_\_\_\_ SSN: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Section 6.** (a) The Company will establish procedures to permit CWA represented employees to contribute to the CWA-COPE Political Action Committee through payroll deduction.

(b) A payroll deduction authorized pursuant to this Agreement will be transmitted to the Treasurer of the CWA-COPE Political Action Committee on a monthly basis.

(c) Such procedures shall continue in effect during the term of this Agreement.

**Section 7.** The Company shall establish procedures to permit CWA represented employees to contribute to the United Way through payroll deduction

#### **Article 4 GRIEVANCE PROCEDURE**

**Section 1.** Except as mutually agreed to by the Union and the Employer, the following procedure shall be followed for the purpose of adjusting grievances.

**Section 2.** The Union agrees in advance of a grievance meeting to inform the Employer of the subject of the grievance. It shall be the objective of both the Union and the Employer to settle grievances at the lowest step possible.

Neither the Employer nor its representatives, nor the Union or its local representatives, will attempt by means other than the grievance procedure, to bring about the settlement of any issue, which is properly a subject for disposition through the grievance or arbitration process.

The time frames in this Article can be extended if agreed to by both the Employer and the Union.

**Section 3.** Stewards may handle requests, complaints or grievances arising under this agreement during working hours without loss of compensation provided that the time so spent is devoted to handling of requests, complaints or grievance in accordance with the grievance procedure outlined in this Article. Such time must be reasonable and be scheduled through their supervisor.

**STEP 1:** If an issue is not resolved by the employee, the Union will present to the employee's immediate supervisor a grievance in written form within ten (10) working days from the date of

occurrence, if such grievance is not presented within ten (10) days the grievance will be deemed not to exist.

A meeting will take place with the immediate supervisor and local Union representative within ten (10) working days from the presentation of the grievance to the Employer. At the conclusion of the meeting, the Union must present the Union's settlement proposal. The Employer will then respond in writing within ten (10) working days. If the Employer fails to present the disposition within these time frames, the grievance will automatically advance to the next step in the grievance procedure.

**STEP 2:** If the grievance is not settled satisfactorily in Step 1, it may be appealed in writing to the employees General Manager within ten (10) working days after the supervisor has answered. If such grievance is not presented within ten (10) days the grievance will be deemed not to exist, The Union representative and the employee's General Manager shall have a meeting within ten (10) working days of the presentation of the grievance to the employee's General Manager. The Employer will then furnish to the Union, in writing, the proposed disposition within ten (10) working days. If the Employer fails to present the disposition within these time frames, the grievance will automatically advance to the next step in the grievance procedure.

**STEP 3:** If the grievance is not settled satisfactorily in Step 2, it may be appealed in writing to the Regional Human Resources Manager within ten (10) working days after the General Manager has responded. The Union and the Regional Human Resources Manager will meet within fourteen (14) working days of the appeal being filed. The Employer will then furnish to the Union, in writing, the proposed disposition within ten (10) working days. If the Employer fails to present the disposition within these time frames, the grievance will automatically advance to the next step in the grievance procedure.

**STEP 4:** If not adjusted satisfactorily in Step 3, the grievance shall be subject at the insistence of either party to arbitration as provided in Article 5.

**Section 4.** It is agreed to by the parties that any employee that is elected or appointed by the Union as representatives be allowed reasonable time off to attend Union functions and activities. Any such time off shall be without pay and shall not be unreasonably withheld, subject to advance management approval.

**Section 5.** Any grievance settled prior to arbitration shall not set precedent nor prejudice any future matters unless agreed to in writing by the CWA Representative and the Director of Labor Relations.

## **Article 5 ARBITRATION**

**Section 1.** In the event that an agreement cannot be reached between the Union and the Employer with respect to a grievance involving and limited to the interpretation and application

of any specific provision of this Agreement, it may be submitted, on the request of either party, to arbitration, pursuant to the Labor Arbitration Rules of the Federal Mediation and Conciliation Service (FMCS), provided such request is made within thirty (30) days after final decision has been rendered. The decision of the arbitrator will be binding on both parties for a period to be named in the arbitration decision, but in no event to antedate the period during which the agreement was effective. The arbitrator shall not have the authority to alter or modify any of the express provisions of the Agreement. The expenses, including fees and other necessary expenses of the arbitrator, shall be shared equally by the Union and the Employer.

**Section 2.** Changes in business practice, matter involving capital expenditures, the opening and closing of new units, the choice of personnel (subject to the seniority provisions if applicable), the choice of materials, services, products, processes and equipment, or other business questions of alike nature, or any dispute which either directly or indirectly involves the interpretation or application of the plans covering pensions, disability benefits and death benefits shall not be subject to arbitration.

## **Article 6**

### **HOURS OF WORK AND OVERTIME**

**Section 1.** (a) The normal work schedule of installation employees shall be between the hours of 7:00 a.m. and 6:00 p.m. from Monday through Friday. A shift shall be five (5) consecutive days, each day consisting of eight and one half (8 1/2) hours which include a thirty (30) minute lunch period. The company may request employees to work a shift of five consecutive days between Monday through Sunday because of customer requests or installation requirements. This will not be common practice, and as much notice as possible will be given to employees. In those limited situations where Sunday work schedules are required, qualified volunteers will first fill such shifts. If no volunteers are available, the least senior qualified person will be assigned to such a shift. Anyone working a regularly scheduled Sunday will receive a shift differential of \$2.00 per hour for all hours worked.

(b) The normal work schedule of service employees shall be between the hours of 7:00 a.m. and 10:00 p.m. with a thirty minute lunch period Monday through Sunday. In those limited situations where Sunday work schedules are required, qualified volunteers will first fill such shifts. If no volunteers are available, the least senior qualified person will be assigned to such a shift. Anyone working a regularly scheduled Sunday will receive a shift differential of \$2.00 per hour for all hours worked.

(c) The Employer and the Union may agree to change the normal workday to ten (10) hours per day. The normal work schedule shall be 7:00 a.m. to 7:00 p.m. with a thirty (30) minute lunch period from Monday through Saturday, consisting of four (4) consecutive days. Anyone assigned to any shift starting at 12:00 p.m. (noon) or after, regardless of how many days a week, will receive a fifty cents (\$0.50) per hour differential.

**Section 2.** All overtime in excess of eight (8) hours, weekly of forty (40) hours shall be compensated at one and one-half (1 1/2) times the employee's regular straight time hourly rate. If

an employee is on ten (10) hour days, all overtime daily in excess of ten (10) hours, weekly in excess of forty (40) hours shall be compensated at one and one-half  $1\frac{1}{2}$  times the straight time hourly rate. No time worked, except for work performed on guaranteed paid holidays as hereinafter listed in Article 7, shall under any circumstances be compensated for at more than one and one-half ( $1\frac{1}{2}$ ) times the straight time hourly rate. There shall be no compounding, duplicating or pyramiding of overtime payments of any description.

- A. For the purpose of this section, the following shall be included in computing daily (8) hours, daily ten (10) or weekly forty (40) hours worked in a calendar week:
- i. All actual work time
  - ii. All training time
  - iii. All time paid for by the company in connection with Union-Management meetings
  - iv. All time paid for by the company handling of request, complaints or grievances in accordance with the grievance procedure
  - v. All time paid for but not worked on contractually authorized holiday, floating holiday

**Section 3.** While an employee is on an emergency call and another call is received before he returns home, he will be expected to respond to that call. If the employee returns home and is called out again within three (3) hours from the previous call-out, he will be paid for actual hours worked at one and one-half ( $1\frac{1}{2}$ ) times his hourly rate of pay. If he is called out after the three (3) hour period, he shall receive no less than three (3) hours at one and one-half ( $1\frac{1}{2}$ ) times his regular hourly rate of pay.

Emergency overtime calls from home shall be compensated at one and one half ( $1\frac{1}{2}$ ) times the employee's regular hourly rate of pay from the time the employee leaves his/her home to the time reasonably required for his/her to return home, with the understanding that, in the event of an emergency call from home, no employee shall receive less than three (3) hours pay at one and one half ( $1\frac{1}{2}$ ) of his/her regular hourly rate of pay. Any call-out after 2:00 AM will allow the employee to have the option to push back the start time six (6) hours from the time the employee returns home. In such cases, the employee will have the option to work until 4:30 P.M. (or their normal quit time) or work a full eight (8) hour shift, but in either case will only be paid for actual hours worked. Call-out will be rotated among qualified personnel as designated by management. All problems resolved at home by phone will be paid a minimum of thirty (30) minutes at one and one half times regular hourly rate of pay, or actual time if more than 30 minutes is needed. This is only applicable to the on-call technician.

**Section 4.** In order to assure continuity of service, it is agreed that a supervisor may perform work for the purpose of training or instructions, or in emergencies where there is not a qualified employee covered by this Agreement readily available for such emergencies. In all cases where in an emergency situation a supervisor performs bargaining unit work, the Union will be notified.

**Section 5.** The Employer will attempt to distribute overtime as equally as practical among the employees in the same job classification subject to technical ability.

**Section 6.** All qualified employees shall be assigned to stand-by duties. Such standby will be assigned for periods of one (1) week on a rotating basis, unless management and the Union agree to some other mutually acceptable arrangement. During such assignments, employees shall be compensated for being on-call as follows:

Regular Scheduled Weeks- \$160.00 Holiday Scheduled Weeks- \$185.00 Employees in rotation may trade days or weeks if approved by management.

All lead technicians, lead technician IIs, and SST employees will be on twenty-four (24) hour call depending on customer request. In such cases, these employees shall be compensated as per Section 3 of this Article.

**Section 7.** In situations where an employee handles a call-out by telephone and the employee is successful in handling a call-out by telephone, such employee will receive compensation at a rate of one-half (1/2) hour pay at overtime rate per call. The first two such calls in any week will be part of the stand-by pay and additional pay (the one-half [1/2] hour at overtime rate) shall commence on the third situation.

**Section 8.** In situations where an employee not on stand-by handles a call-out by telephone and is successful in handling a call-out by telephone, such employee will receive compensation at a rate of one-half (1/2) hour pay at overtime rate per call, commencing with the first call and every call thereafter.

**Section 9.** Call outs from home shall be subject to a call-out rotating list based on seniority. Employees who refuse call-out will be credited with overtime opportunity for the purposes of overtime equalization in accordance with Section 5. If no employee responds to a call-out, the employer may require an employee to respond based on reverse seniority and ability.

## **Article 7 HOLIDAYS**

**Section 1.** The holiday schedule will be consistent with the corporate holiday schedule with no less than eleven (11) holidays effective January 1, 2005. Seven (7) fixed with four (4) floaters.

Two (2) of the floaters will be designated by the Company.

**Section 2.** Employees who are not required to work on these days shall be paid their regular rates of pay when such holidays fall on their regularly scheduled workdays. Those employees scheduled to work a 4 X 10 shift will have the following options to determine how they will be paid for the holiday week:

- A. Employees may opt to work a 5 X 8 workweek
- B. Employees may opt to work (3) days at ten (10) hours each and receive eight (8) hours for the scheduled holiday.

**Section 3.** Employees shall be paid one and one-half (1 1/2) times their regular hourly rate in addition to their holiday pay for all work performed on listed holidays and in addition to any



work performed beyond employee's regular work hours during such holidays shall be paid at two and one-half (2 1/2) times the employee's regular hourly rate.

**Section 4.** When an employee is absent from work on a scheduled workday immediately preceding or succeeding a listed legal holiday, he/she shall not be paid for the holiday unless he/she has been excused in advance by the Employer.

**Section 5.** If a guaranteed paid holiday is on an employee's regular day off, it is the employee's choice of receiving straight time pay OR allowed another day off in lieu of the holiday OR the employee can work on the holiday at a rate that is two and one-half (2 1/2) times the employee's regular rate of pay.

**Section 6.** Holidays are the day they are observed by the Company.

## **Article 8 VACATIONS**

**Section 1.** Vacations shall be granted to employees according to the following schedule based upon length of continuous service.

Length of continuous service	Amount of Vacation
Less than 6 months	None
6 months but less than 1 year	1 week
1 year but less than 5 years	2 weeks
5 years but less than 15 years	3 weeks
15 years or more	4 weeks

**Section 2.** Effective January 1, 1997, vacation eligibility schedules will be posted by February 1 of each year. Based on seniority, employees must schedule their vacation by March 15. Final approval of the vacation schedule by management will be made by April 1st. Vacations not scheduled in this time frame will be granted on a first-come, first-serve basis, with a minimum of two (2) weeks' notice, subject to management approval. Any vacation not scheduled by October 1 will be scheduled by management after discussion with the employee.

Scheduling changes will be allowed during the calendar year with a minimum of two (2) weeks advance notice and management approval. In the event of extenuating circumstances, the Company will make every effort to accommodate a change in vacations.

For vacations between January 1 and March 15, vacation must be requested two (2) weeks in advance, subject to management approval. Seniority will prevail if there are any scheduling conflicts.

Those employees scheduled to work a 4 X 10 shift will have the following options to determine how they will be paid for the holiday week:

- A. Employees may opt to work a 5 X 8 workweek.
- B. Employees may opt to work three (3) days at ten (10) hours each and receive eight (8) hours for the scheduled holiday.

**Section 3.** If an employee takes his/her vacation during a period which included a listed legal holiday, the employee shall receive an extra day of vacation or an extra day of pay.

**Section 4.** If an employee's vacation is interrupted due to severe illness or accident that requires hospitalization, he shall report to his supervisor if he desires to reschedule the remaining part of his vacation.

**Section 5.** If the approved vacation is interrupted by a request from management and cannot be rescheduled before the end of the year, such Vacation will be carried forward but must be taken by the end of the next calendar year. However, an employee will not lose any vacation due to the inability of management to schedule the time off

## **Article 9 PAID ABSENCES**

**Section 1.** You are eligible to take up to five (5) workdays with pay to attend the funeral and take care of personal matters related to the death of a member of your immediate family which includes your spouse\*, child, parent, or sibling. You may take up to three (3) workdays with pay for the death of any other member of your immediate family. These family members are defined as your spouse's parent, spouse's child by a former marriage, grandparents, grandchildren or blood relatives residing in the same household.

\*Spouse / Domestic partner as defined by corporate bereavement policy

**Section 2.** The Employer agrees that regular employees who are required by law to serve on juries, and who actually serve, shall be excused their entire tours during the period of jury service and shall be paid wages at their regular rate of pay for the time absent. If the employee is excused from reporting for jury duty prior to the end of the work day, he/she will call his/her supervisor immediately to decide whether or not to report to work. It is further mutually agreed that if it appears an employee is taking advantage of this agreement at the Company's expense, the Employer may deduct from the employee's regular rate of pay the amount of fees received for service as a juror.

**Section 3.**  
Employees who have bargaining unit seniority before 8/1/14 are covered by Article 9 Section 3 language. Those employees entering the bargaining unit on or after 8/1/14 are not covered by Article 9 Section 3, but rather receive 3 sick/2 personal days after six (6) months of service.

Payment for the first week of absences due to sickness, disability or off duty injuries may be made on the following basis:

- (a) In the case of disability or off duty injury, employees having less than six

months' service, no payment. Employees having six (6) months but less than five (5) years, payment will begin on the third scheduled day not worked. Employees having five (5) years but less than ten (10) years, payment will begin on the second scheduled day not worked. Employees having ten (10) years or more, payment will begin on the first scheduled day not worked. Employees may opt out to apply incidental sick days to cover any unpaid waiting period.

(b) There shall be five (5) incidental sick days annually which may be taken in one (1) hour increments. Eligibility for such incidental absence shall commence after six (6) months of employment.

(c) In the event an Employee has used all his/her incidental sick days, Vacation Days, Floating holiday may be used with management approval.

## **Article 10 PLAN FOR EMPLOYEE'S PENSIONS, DISABILITY AND DEATH BENEFITS**

**Section 1.** The Employer hereby agrees that the provision of the plans covering pensions, disability and death benefits, as amended, subject to all the limitations and qualifications therein contained, are hereby incorporated in and made part of this collective bargaining agreement. The Employer shall not, during the term of this agreement, terminate the plan. The Employer, however, reserves the right to alter or modify the plans.

## **Article 11 GROUP HOSPITALIZATION, SURGICAL AND DENTAL PLAN**

**Section 1.** The Employer shall provide group comprehensive medical and dental plans to members of the bargaining unit. Such group benefits shall be identical to benefits provided to similarly situated employees by the corporate plans currently in effect. Employee contributions for such benefits will be identical as those paid by similarly situated employees. Employer contributions for such benefits will be identical as those paid on behalf of similarly situated employees.

**Section 2.** The parties agree that implementation of the U.S. Patient Protection and Affordable Care Act and related regulations ("PPACA") may require the Employer to make changes to the health care benefits provided pursuant to this Agreement. The parties further agree that if the Employer provides health care coverage to Employees in a different form, any benefit changes made shall be identical to the benefit changes provided to the majority of the Employer's employees.

## **Article 12 DRUG POLICY**

**Section 1.** The Company's Drug Policy will, by reference, become a part of this Agreement. The

Company agrees that CWA will be held harmless; the Drug Policy will be subject to the grievance procedure; the union representative will be notified prior to any disciplinary action being taken; and dual specimen will be provided upon request. When practicable, the Company will notify the Union and employees in writing at least thirty (30) days before making any changes to the Policy. When a customer-specific drug policy is in place, as much notice as possible will be given.

### **Article 13 SENIORITY**

**Section 1.** Length of continuous service with the Employer shall be known as seniority.

**Section 2.** Full-time employees shall have no seniority rights until they have served with the Employer for six (6) months. Part-time employees shall have no seniority until they have served with the Employer for one thousand (1000) work hours, but in no event in less than six (6) months. Employees terminated with less than six months service will not have access to Article Five (5).

**Section 3.** When a lay-off (i.e., a reduction in force due to lack of work) is made, the principle of seniority shall apply. There will be one (1) seniority list for lay-off purposes. The Employer shall give two (2) weeks' written notice to the Union and the effected employee.

**Section 4.** The right of seniority in re-employment shall be accorded to a laid-off employee prior to new employees being hired, provided such laid-off employee responds to a call to report for work not more than five (5) working days after receipt of notice sent to him by registered mail, to his last known post office address. If such laid-off employee fails to report within fifteen (15) days, he shall lose all rights of seniority, unless he is temporarily incapacitated, preventing him from responding or is employed elsewhere, in which case he must notify the Employer in writing within three (3) days after receipt of notice to return, that he will report within fifteen (15) days from receipt of notice, or as soon as his health permits.

**Section 5.** A voluntary resignation or a discharge shall terminate seniority. Seniority shall terminate after nine months of unemployment (lay-off), absence on authorized furlough or because of sickness or accident disability with respect to employees having less than two (2) years of accumulated seniority; and after one (1) year of unemployment (lay-off) or absence through any such cause with respect to employees having two (2) but less than eight (8) years of accumulated seniority and after two (2) years of unemployment (lay-off) or absence through any such cause with respect of employees having eight (8) or more years of accumulated seniority.

### **Article 14 SEVERANCE PAY**

**Section 1.** In the event of permanent lay-off, each employee with more than five (5) years of continuous service with the Employer so laid off shall receive severance pay at the rate of one week's pay for each full year of continuous service. Such payment shall be based on the

employee's authorized hourly wage in effect at the time he is laid off Any remaining vacation payment to which the employee is eligible will be paid in lieu of vacation in addition to the severance pay.

**Section 2.** If an employee, who has received severance pay, is rehired and the period since the date of his layoff is less than the period for which he has received severance pay. the amount paid to the employee in excess of the period of his actual layoff shall be considered as an advance to him by the Employer and repayment shall be made through payroll deductions at the rate of ten (10) percent of the basic weekly wage until the amount is fully repaid; and as a condition of re-employment, the employee with before, at or subsequent to the time he returns to the payroll, shall upon the Employer's demand, execute any and all documents that may be necessary, desirable or proper to effectuate this provision.

**Section 3.** In the event an employee who is laid off is rehired within a two-year period, his severance pay rights shall be re-established on the basis of his record of continuous service, provided, however, that in the event of a subsequent lay-off, the severance pay to which he is entitled shall be subject to a deduction equal to the amount of any severance pay previously recorded and for which the Employer was not reimbursed.

## **Article 15 PAY FOR USE OF EMPLOYEE-OWNED AUTOMOBILES, TRAVELING TIME AND EXPENSES**

**Section 1.** (a) The Employer shall not favor or discriminate against any employee by reason of the use of his personally owned car in the service of the Employer.

(b) Employees, when using their own cars in the Employer's service and at the Employers direction, shall be compensated in accordance with IRS regulations with a minimum of ten (\$10.00) dollars per day. (c) Employee-owned motor vehicle shall be in service of the Employer only when approved by a manager or supervisor.

**Section 2.** (a) When the Employer deems it necessary to board an employee near a job, or training assignment, such employee shall be allowed a meal reimbursement of up to sixty-five (\$65.00) dollars with receipts necessary for any meal, plus the reasonable cost of room when the employee is required to be away from home overnight

(b) When practical, seven (7) days' advance notice of an out-of-town, overnight assignment will be given to the employee.

(c) When practical, necessary arrangements for lodging will be made by the Company prior to the employee leaving town.

**Section 3.** Employees who report directly to the jobsite from home are responsible for up to 55 minutes of unpaid commuting time from their home to their first job in the morning and up to 55 minutes of unpaid commuting time from their last job to their home each day.

**Section 4.** The Company, agrees to reimburse employees up to five hundred (\$500.00) dollars toward their deductible for damage to their vehicles as a result of an automobile accident. Such reimbursement will be granted in cases where:

- (a) the employee is not at fault
- (b) the employee actually has their vehicle repaired
- (c) the employee is not entitled to complete reimbursement from his/her or other party's insurance company

If this benefit is abused by the employees, the Company reserves the right to end the benefit upon thirty (30) days' notice to the Union and take necessary disciplinary action.

## **Article 16 WAGE RATES**

**Section 1.** The wage scales to be placed in effect are set forth in Schedule "A" of this Agreement.

**Section 2.** Increases or decreases in the basic rates of pay shall not be made effective while the employee is absent due to sickness, accident or on an authorized leave of absence.

**Section 3.** When an employee is absent for any reason, except for leave of absence for military service, where credit for time for wage purposes is provided by law for a continuous period of more than thirty (30) days, the interval from his last regular increase until the employee's next regular increase following return to duty is extended one (1) month for each thirty (30) day period or major portion thereof beyond the first thirty (30) days absence.

**Section 4.** It is understood and agreed that new employees may be hired at any rates indicated on the progression table shown in Schedule "A" attached, consistent with their training, experience and other qualifications. Subject to the provisions of Article 16, Section 3. hereof, such employee shall thereafter progress in conformity with the periods and amounts shown on that portion of Schedule "A" beyond the rates at which they are employed. However, when an employee's performance justifies, the Company may skip in step in progression.

Lead Service Person I shall earn one dollar (\$1.00) per hour differential. Lead Service Person II shall earn one dollar and fifty cents (\$1.50) per hour differential. System Service Technician shall earn two dollars and fifty cents (\$2.50) per hour differential. All incentive plans offered by the Employer will be negotiated with CWA prior to implementation.

**Section 5.** No employee shall suffer a reduction in wages at the signing hereof

## **Article 17 BULLETIN BOARD**

**Section 1.** The Employer agrees that it shall furnish and mount a bulletin board to be used

exclusively by the Union. The use of such bulletin board shall be considered proper when confined to factual notices and announcements of the Union.

Material to be posted shall not contain anything of a controversial nature, anything derogatory to the Employer or employees, or anything that will detrimentally affect Employer operations.

**Section 2.** The use of the bulletin board shall be confined to:

(a) Factual notices and announcements of the Union pertaining to the following:

- I. Union meetings
2. Union elections and nominations
3. Appointments of Union officers
4. Union social and recreational affairs

(b) Regularly issued financial statements of the Union (c) Jointly signed minutes of conferences between the Union and Employer (d) Agreements concluded by the Union and Employer (e) Such other material as may be approved by the Employer

## **Article 18 LEAVES OF ABSENCE**

**Section 1** A leave of absence without pay may be granted to an employee, work conditions permitting, under the following conditions:

(a) Leave of absence will be granted, initially, for a period not exceeding ninety (90) days; (b) Leave of absence may be extended, upon written request, but in no case for a period of more than an additional ninety (90) days; (c) Employee will receive no wages during his absence; (d) Employee will not accept employment of any kind or engage in self-employment; (e) Employee's service record is governed by the rules and regulations of the Benefit Plan; (f) Employee's return to work will be subject to employment conditions at that time.

**Section 2** A leave of absence without pay may be granted only when there is a good reason for expecting the employee to return to employment, and only for the following reasons:

- (a) To attend school
- (b) To get married
- (c) To perform civic duties
- (d) To attend religious functions
- (e) For family reasons or on account of home conditions
- (f) For maternity or child care
- (g) For performance of ordered military duty in the service of the state or federal government
- (h) For illness not covered under the Benefit Plan
- (i) For any other cause agreeable by the Employer

## **Article 19 TRAINING AND TOOLS**

**Section 1.** The Employer shall make available to all employees a “master” systems manual from which employees can produce copies.

**Section 2.** The Employer will provide each technician job specific training outside of the normal safety meetings. The technicians will be eligible to participate in the NICET CERTIFICATION PROGRAM, which will allow training on Company time and expense.

**Section 3.** The Company will provide the necessary training, tools and equipment for employees to receive and maintain any certifications or licensing required by a city, county, state or federal law, subject to management approval.

**Section 4.** A “Training Committee” will be created to discuss training needs. The committee will be made up of two employees from the Union and two members from management who will meet in a timely fashion annually to recommend the identified training needs to management for purposes of administering and scheduling. While not contractually obligated, management will give consideration to business conditions, seniority, skill sets and need.

## **Article 20 SAFETY**

**Section 1.** Safety and health is of mutual concern to the Employer and the Union. Together we recognize the need for a work environment in which safe operations can be achieved in all phases of work. We all recognize the need to promote better understanding and acceptance of safety and health principles by all employees for their own safety and health, and that of their fellow employees, customers and the general public.

**Section 2.** To achieve these safety objectives, the Employer and the Union agree to an Employer/Union safety Advisory Committee to meet on safety principles. The committee shall consist of not more than two (2) representatives from the Employer and the Union (to be appointed by the Employer and the Union respectively). The committee shall meet from time to time as required, but at least four (4) times per year.

**Section 3.** Employer reserves the right to check technicians’ driving record on an annual basis. Records on existing employees as of the inception of this Agreement will be reviewed for the last three (3) years and any subsequent new hires will have their driving records reviewed to the fullest extent allowed by law.

**Section 4.** The Company will provide up to \$150.00 per year total for approved safety boots and up to \$200.00 every two years for approved prescription safety glasses following the submittal of a receipt.



**Article 21**  
**JOB POSTING**

**Section 1.** When a position opens in a classification for which the employees of the bargaining unit may qualify, the job opening shall be posted for a period of five (5) days to give the employee the opportunity to apply in writing for the job. The Employer will consider all applications and will make its selection on the basis of knowledge, training, ability, skill and efficiency with regards to seniority when all other factors are substantially equal. The Employer will not post temporarily vacant positions when such vacancies are due to vacations, illness or temporary absences.

**Article 22**  
**MILITARY SERVICE**

**Section 1.** An employee who enters the United States uniformed services for active duty military service shall be granted a Military Leave of Absence for the period of his/her necessary absence. Voluntary extension of military service beyond five (5) years shall be construed as necessary absence.

The Company will abide by all federal regulations relating to military leave of absence as specified under the Uniformed Services Employment and Reemployment Rights Act of 1994. Upon return of active duty, the employee will receive full service credit for the period of absence for military service or training duty.

**Article 23**  
**WORK STOPPAGE**

**Section 1.** Since adequate provision has been made in this Agreement for settlement of all disputes that may arise between the parties, the Union agrees that it will not encourage, sanction, authorize or approve any strike, work stoppage, slow down or interruption of work during the term of this Agreement and that it will actively endeavor to prevent or terminate any such activity by any of its members.

**ARTICLE 24**  
**ANCILLARY BENEFITS**

The Company may unilaterally confer other benefits not specifically listed in the contract which are offered to non-bargaining unit employees. These benefits will be subject to terms and conditions contained in the applicable plan documents. The Company reserves the right to modify and/or terminate these benefits at any time.

**ARTICLE 25**  
**SEPARABILITY/AGREEMENT OF PARTIES**

If the enactment of legislation, or a determination of a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar statement of fact) invalidates any

portion of this Agreement it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein.

Any provision invalidated under the preceding paragraph shall immediately become the subject of negotiations between the parties in an effort to bring the provisions into conformance.

The provisions of this Agreement constitute the entire agreement between the parties. No waiver or modification of any provision of this Agreement shall be effective unless signed by the parties hereto, and no such writing, applicable to any particular instance or instances, shall be construed as any general waiver or modification, but shall be strictly limited to extent and occasion specified therein.

**Article 26**  
**TERMINATION DATE**

This Agreement shall be effective from August 1, 2020 and shall remain in effect through July 31, 2023 and thereafter, from year to year, unless prior notice in writing shall be given by either party to the other of its termination or of any changes desired sixty (60) days prior to the end of the current term.

IN WITNESS THEREOF, the parties hereto have duly executed this AGREEMENT as of

\_\_\_\_\_, 2020

For the Company:

For the Union:

\_\_\_\_\_  
Tim Drabek, Director – Labor Relations

\_\_\_\_\_  
Thomas Denos – President Local 7704

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Schedule A  
Wage Progression Schedule**

	7/31/2019	<u>Effective</u> <u>8/2/2020</u>	<u>Effective</u> <u>8/1/2021</u>	<u>Effective</u> <u>7/31/2022</u>
Start	\$15.24	<b>\$15.54</b>	<b>\$15.97</b>	<b>\$16.41</b>
4 months	\$15.46	<b>\$15.77</b>	<b>\$16.20</b>	<b>\$16.65</b>
8 months	\$16.28	<b>\$16.61</b>	<b>\$17.06</b>	<b>\$17.53</b>
12 months	\$17.08	<b>\$17.42</b>	<b>\$17.90</b>	<b>\$18.39</b>
18 months	\$18.02	<b>\$18.38</b>	<b>\$18.89</b>	<b>\$19.41</b>
24 months	\$19.04	<b>\$19.42</b>	<b>\$19.95</b>	<b>\$20.50</b>
30 months	\$20.29	<b>\$20.70</b>	<b>\$21.26</b>	<b>\$21.85</b>
36 months	\$21.96	<b>\$22.40</b>	<b>\$23.02</b>	<b>\$23.65</b>
42 months	\$23.81	<b>\$24.29</b>	<b>\$24.95</b>	<b>\$25.64</b>
48 months**	\$26.06	<b>\$26.58</b>	<b>\$27.31</b>	<b>\$28.06</b>

Lead Service Person I shall earn one dollar (\$1.00) per hour differential. Lead Service Person II shall earn one dollar and fifty cents (\$1.50) per hour differential. System Service Technician shall earn two dollars and fifty cents (\$2.50) per hour differential.

\*\*Before proceeding to the top rate (48 month step), all employees must satisfactorily pass the level I NIBFAA training course.

**TIS NICET Program** Bargaining unit employees shall be covered by the terms listed below of the current Corporate NICET program (which are subject to change):

**NICET CERTIFICATION**

Level Achieved	Cash Award
II	\$1,000
III	\$2,000
IV	\$3,000

Premium Pay: As compensation for the additional responsibilities and expectations required of those employees achieving NICET Certification level 2-4 a cumulative 5% for each level achieved will be paid.

**SIDE LETTER OUT SIDE THE CONTRACT**

September 25, 2008

Mr. Joe Gosiger  
CWA District 7  
5818 N. 7~ St.  
Suite 204  
Phoenix, AZ 85014

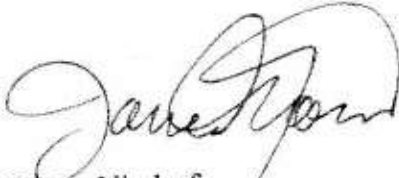
RE: 40100

Dear Joe:

As per our discussions in negotiations. the company will be raise the 401(k) match to dollar for dollar for up to 5% pending ratification of the tentative agreement for Salt Lake City.

If you have any questions, please call me.

Sincerely,  
Director -



James Nixdorf  
Labor Relations