

# COLLECTIVE BARGAINING AGREEMENT

4/1/21 THROUGH 3/31/24

BY AND BETWEEN



INFORMATION TECHNOLOGIES SERVICES



COMMUNICATIONS WORKERS OF AMERICA, AFL-  
CIO, CLC

**Local 13500**

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This Agreement is made and entered into between the INFORMATION TECHNOLOGIES SERVICES, (herein called the "Company"), and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, on behalf of its affiliated Local 13500 (herein called the "Union").

## **Article 1 - Recognition**

### **Section 1.**

The Company recognizes the Union as the exclusive representative of the employees for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment, for all employees, for the purpose of entering into agreements with respect thereto, excluding confidential, professional, and supervisory employees as defined by the National Labor Relations Act of 1947, as amended.

### **Section 2.**

The Company and Union shall keep one another apprised of the names of its official representatives or alternates authorized to handle all collective bargaining matters.

### **Section 3.**

The Company shall not create any new job classification without the explicit approval of the Union.

## **Article 2- Company & Union Relationship**

### **Section 1.**

The Company and Union recognize that it is in the best interest of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that relationship continues and improves, the Company and Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning, and consistent with the Union's status as the exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

## **Article 3 — Successorship**

### **Section 1.**

This Agreement shall be binding upon the successors and/or assigns and shall survive any sale, change of name, change of location or place of business, reorganization, incorporation or other change.

### **Section 2.**

The Company shall 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.

## **Article 4 — Union Security**

### **Section 1.**

All employees who are members of the Union or who are obligated to tender to the Union amounts equal to dues on the ratification date of this Agreement, or who later become members, and all employees entering into the bargaining unit on or after the ratification date Of this Agreement shall, as a condition of employment, tender to the Union amounts equal to the dues applicable to members from such ratification date or, in the case of such employees entering into the bargaining unit after the ratification date, immediately after such entrance, until the termination of this Agreement.

### **Section 2.**

It shall be the Company's responsibility to notify the Union of all new hires within their first two (2) weeks of employment.

### **Section 3.**

Union membership cards shall be used for identification when required on official Company business and their unauthorized use by others is prohibited. Cards remain the sole property of the Union and must be surrendered to the Union upon demand or upon an employee's termination. Should the Company fail to collect and return a card to the Union, it shall tender to the Union an equivalent amount owed by the employee.

## **Article 5 - Deduction of Union Dues Payments**

### **Section 1.**

Provided the Company has received from an employee on whose account such deductions are to be made, a signed written request on a payroll deduction of dues authorization form, attached to and made part of this Agreement as Appendix "A", the Company shall deduct specified union dues for each employee. The Company shall forward the amounts deducted to the Secretary-Treasurer of the Communications Workers of America or his duly authorized agent.

### **Section 2.**

Payroll deductions shall be made in semi-monthly pay periods for properly executed payroll deduction of dues authorization forms received at the Company's headquarters on or before the fifth day of the preceding month.

### **Section 3.**

Deductions shall be remitted to the Secretary-Treasurer of the Communications Workers of America or his duly authorized agent no later than twenty (20) days after the end of the preceding month during which deductions were made.

### **Section 4.**

The Company agrees to furnish the Secretary-Treasurer of the Communications Workers of America, at the time it remits the dues deducted, a roster of all employee's names, addresses, social security numbers, weekly basic rates of pay, dates of employment and deduction amounts or, if no deduction was made, the reason for not making the deduction.

### **Section 5.**

An employee's authorization shall be automatically cancelled upon termination of employment. An employee's authorization shall be suspended upon a leave of absence in excess of thirty (30) days.

### **Section 6.**

Upon returning from a leave of absence, the returning employee's payroll deduction of dues authorization shall be reinstated in accordance with Section 2 of this Article.

**Section 7.**

The Secretary-Treasurer of the Communications Workers of America will certify any change in the amount of monthly Union dues to the Company. A certificate, which changes the contributions due the Union, shall become effective the first day of the month following the date the Company receives such certification.

**Section 8.**

One representative of the Union may meet once with one or more employees, newly hired into or transferred into the bargaining unit, for the purpose of furnishing information about the Union. The employee's supervisor shall approve the date, time, and place of the meeting in advance, which shall not last longer than thirty (30) minutes.

**Article 6 — Introductory Period**

**Section 1.**

All employees shall serve an introductory period of One Hundred and Eighty (180) days. Upon completion of the One Hundred and Eighty (180) days, the employee's seniority shall be retroactive to his date of hire. Benefits will be available at (90) days.

**Section 2.**

An introductory period is intended to give new and rehired employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine if the new position meets expectations.

**Section 3.**

The Company shall use the introductory period to evaluate employee capabilities, work habits, and overall performance.

**Section 4.**

During the introductory period, the employee may be disciplined or discharged by the Company for proper cause, provided such action is not inconsistent with or in violation of Local, County, State or Federal laws or regulations. A Union claim that the discipline or discharge was without proper cause shall be subject to the grievance procedure in this Agreement, but shall not be subject to arbitration.

## **Article 7 — Union Activity, Status & Rights**

### **Section 1. - Representatives/Stewards**

The Union shall notify the Company 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 the Company shall recognize no others.

### **Section 2. - Access**

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

### **Section 3. - Administration**

Those described in Sections 1 and 2 of this Article shall be permitted to transact Union business directly related to the administration of this Agreement on the Company's premises, at times and places which shall not interfere with or interrupt the Company's activities or any employee's performance of employment duties or responsibilities (whether or not that employee is covered by this Agreement). If the Company believes this privilege is being abused, it shall give written notice to the Union, who shall then endeavor to correct the situation to the mutual satisfaction of the parties. Subject to the foregoing conclusions, a steward shall sustain no loss of pay.

### **Section 4. - Union Bulletin Boards**

The Union shall have the use of one bulletin board at each location of the employees covered by this Agreement for the posting of the Union election notices, meetings, and/or any official Union business.

### **Section 5. - Union Representation**

At any meeting between a Company representative and an employee in which discipline (including a written warning, demotion, discharge, or suspension for proper cause) is to be announced or an investigatory interview is to be conducted, which could result in discipline, the employee may request representation by an authorized Union representative.

### **Section 6. - Excused Absences for Union Duties**

Upon request, the Company shall excuse a Union Representative from Company duties to perform Union duties, provided the work situation permit and arrangements have been made in advance with management. The needs of the Company shall be considered.

## **Article 8 — Management Rights**

### **Section 1.**

The Union recognizes that, as expressly and specifically provided to the contrary by the provisions of this Agreement, the management of the Company, the standards of work performed, and the direction of the work force are solely and exclusively the functions and prerogatives of the management of the Company and are not subject to the grievance procedure, arbitration, or negotiations.

## **Article 9 - Personnel Records**

### **Section 1.**

Each year employees shall have the right to review their personnel records. Any adverse entries placed in an employee's personnel file that is over two (2) years old shall not be used by the Company in any way against the employee. Entries three (3) years or older shall be removed from the employee's files.

## **Article 10-Demotions, Suspensions & Discharges**

### **Section 1.**

No employee covered by this Agreement shall be demoted, suspended, or discharged except for proper cause. Proper cause is defined as follows:

- Reporting to customer site or operating company vehicle under the influence of drugs or alcohol
- Racial or sexual language while on customer site.
- Provoking negative customer interaction.
- Excessive absence/tardiness.
- Improper/falsified time reporting.

### **Section 2.**

The Company shall give the appropriate Union representative immediate notification in writing of such action. Such notice shall contain a full explanation of the reasons for the action.

**Section 3.**

A claim that the demotion, suspension, or discharge was without proper cause, must be filed by the Union within thirty (30) days.

**Section 4.**

The question of whether proper cause exists for the demotion, suspension, or discharge shall be subject to the grievance and arbitration procedure.

**Section 5.**

At any meeting between a representative of the Company 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, or at any meeting with an employee for the purpose of conducting an investigatory interview which may lead to discipline of such employee, a Union representative may be present if the employee so requests.

**Article 11 - Discrimination**

**Section 1.**

The Company shall not discriminate against any employee because of membership in or activity on behalf of the Union.

**Section 2.**

In the event the Union, within thirty (30) days from the date of the alleged violation of Section 1 of this Article, charges that an employee has been discriminated against because of membership in or activity on behalf of the Union, the claim shall be reviewed in accordance with Article 12 hereof.

**Article 12 - Grievance Procedure**

**Section 1.**

The employee shall first take up all questions, disputes, or complaints as to rates of pay, wages, hours of employment, and other conditions of employment informally with the immediate supervisor. If not settled satisfactorily, then such matter shall be taken up between the Company and Union representative. Such representatives shall consist of:

1st Step - Steward (or the designated alternate) and a Company supervisor (or the designated alternate).

2nd Step - Union representative and the steward with a Company representative (or the designated alternate).

### **Section 2.**

The Company shall reply to the Union's grievance within seven (7) working days of the date of presentation at the 1st Step, unless it is mutually agreed that more time is required. Failure to reply by the Company shall settle the grievance in favor of the Union with the demanded remedy.

### **Section 3.**

If the grievance is not settled at the 1st Step, the Union representative (or the designated alternate) shall present the question, dispute or grievance in writing at the 2nd Step. The Company and Union shall meet to discuss and resolve the problem. The Company shall reply in writing within fifteen (15) days after the meeting, unless it is mutually agreed that more time is required. Failure to reply by the Company shall settle the grievance in favor of the Union with the demanded remedy.

### **Section 4.**

If no settlement has been reached, the matter unresolved may be referred to Arbitration in accordance with Article 13 hereof. In the event the Union fails to seek arbitration of a grievance within sixty (60) days after the date of the Company's written reply, the grievance shall be considered closed unless the period is extended by mutual agreement.

### **Section 5.**

The Company recognizes the right of the Union to investigate the circumstances surrounding any grievance and agrees to cooperate with the Union in any such investigation. A steward will be permitted to leave his assigned work, after reporting to his immediate supervisor, for the purpose of investigation or adjusting grievances. The privilege of a steward to leave his assigned work during working hours without loss of pay is extended with the understanding the time will be devoted to the prompt handling of grievances and will not be abused. Such time spent will be reported on the employee daily time sheet, indicating person(s) and reason(s).

### **Section 6.**

Pending final settlement of the grievance, the Company shall not thereafter deal with the employee concerning said grievance, without Union concurrence, but shall deal directly with the Union representative.

## **Article 13 - Arbitration**

### **Section 1.**

Grievances referred to arbitration in accordance with Article 12 hereof will be handled in the following manner:

Within twenty (20) days after filing of a request for arbitration, the Company and the Union shall meet for the purpose of selecting an arbitrator. If, within fifteen (15) days of the date of such meeting, the parties have not agreed upon an arbitrator, the matter shall be submitted to the Federal Mediation and Conciliation Service and an arbitrator selected in accordance with its rules.

### **Section 2.**

The parties shall share the expense of arbitration jointly except that each party shall bear the expense of its own witnesses.

### **Section 3.**

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

### **Section 4.**

The arbitrator shall have no authority to change, add to or subtract from the provisions of this Agreement.

## **Article 14 - Non-Discrimination**

### **Section 1.**

The Company and the Union agree that there will be no discrimination against employees or applicants for employment for reasons of race, creed, color, sex, marital status, disability, handicapped status, veterans status, age or national origin and further to comply with all local, state, or federal laws pertaining hereto. In this Agreement, the use of the masculine gender shall be construed as including both genders and not as a limitation to sex.

## **Article 15 - Federal or State Law**

### **Section 1.**

Should any valid federal or state law, or any final decision or order of any Court or national or state regulatory body of competent jurisdiction specifically affect any provision of this Agreement, the provision or provisions so affected shall be construed as having been changed to conform to the law or decision, and the other provisions of this Agreement shall continue in full force and effect.

## **Article 16- Health & Safety**

### **Section 1.**

The Company shall make reasonable provisions for the health and safety of the employees during the hours of their employment and shall not require them to work in an area that may be hazardous to their health or safety.

### **Section 2.**

The maintenance of proper health and sanitary conditions and the observance of all laws relating to fire protection, the operation of automotive vehicles, and the safety of personnel and equipment are of mutual concern to the Company and the Union. Any questions regarding such matters may be made the subject of a grievance.

### **Section 3.**

It is the intention of the Company and the Union to conform to all requirements of the Occupational Safety and Health Act of 1970.

## **Article 17-Tools & Safety Equipment**

### **Section 1.**

The Company shall furnish employees all necessary tools, safety and testing equipment required to properly perform official Company business.

### **Section 2.**

Employees shall be responsible for all Company supplied tools, safety and testing equipment, avoid misuse or loss, and be subject to reimbursing the Company when misuse or loss is due to employee carelessness and/or negligence.

### **Section 3.**

Use of Company supplied tools, safety and testing equipment shall be restricted to official Company business and shall be returned to the Company upon resignation, layoff, or termination.

## **Article 18-Wage Rates & Job Classifications**

### **Section 1.**

The Company shall pay the wage rates reflected in Section 2 of this Article as a minimum, in accordance with the appropriate job classification. In the event the Company contracts for work covered by a prevailing wage rate, the Company shall pay the prevailing wage rate for that community, if that rate is greater than the effective wage rate in Section 2 of this Article. The wage schedules in Section 2 shall reflect the following increases: In the first pay period following notice to the Company that the contract has been ratified by the bargaining unit, all bargaining unit employees will receive a **3%** increase effective **April 1, 2018**. The first pay period following April 1, 2019, all bargaining unit employees will receive a **3%** wage increase and the first pay period following April 1, 2020, all bargaining unit employees will receive a **3%** wage increase.

### **Section 2. –**

<b>Technician – Hired Prior to 4/4/2010</b>						
	<b>4/1/2021</b>	<b>Weekly</b>	<b>4/1/2022</b>	<b>Weekly</b>	<b>4/1/2023</b>	<b>Weekly</b>
<b>Entry</b>	-----		-----		-----	
<b>6-months</b>						
<b>12-months</b>						
<b>18-months</b>						
<b>24-months</b>						
<b>30-months</b>						
<b>36-months</b>						
<b>42-months</b>						
<b>48-months</b>						
<b>54-months</b>						
<b>60-months</b>						
<b>66-months</b>						
<b>72-months</b>	35.32	1412.80	36.38	1,455.20	37.47	1,498.80

<b>Technician – Hired After 4/4/2010</b>						
	<b>4/1/2021</b>	<b>Weekly</b>	<b>4/1/2022</b>	<b>Weekly</b>	<b>4/1/2023</b>	<b>Weekly</b>
*						
<b>Entry</b>	21.35	854	21.99	879.60	22.65	906.00
<b>6-months</b>	22.48	899.20	23.15	926.00	23.84	953.60
<b>12-months</b>	23.63	945.20	24.34	973.60	25.07	1,002.80
<b>18-months</b>	26.04	1,041.60	26.82	1,072.80	27.62	1,104.80
<b>24-months</b>	27.62	1,104.80	28.45	1,138.00	29.30	1,172.00
<b>30-months</b>	29.12	1,164.80	29.99	1,199.60	30.89	1,235.60
<b>36-months</b>	31.90	1,276.00	32.86	1,314.40	33.85	1,354.00
<b>42-months</b>	33.16	1,326.40	34.15	1,366.00	35.17	1,406.80
<b>48months</b>	34.79	1,391.60	35.83	1,433.20	36.90	1,476.00

\*the wage progression table was amended to provide the Entry step at the former 24 month step. All other employees on progression remain at their current step **dollar** value

### **Section 3**

#### Permanent Project Manager

<b>Permanent Project Manager</b>						
	<b>4/1/2021</b>	<b>Weekly</b>	<b>4/1/2022</b>	<b>Weekly</b>	<b>4/1/2023</b>	<b>Weekly</b>
	37.44	1,497.60	38.56	1,542.40	39.72	1,588.80

Future openings in the Permanent Project Manager title will be announced to all technicians via email ten (10) days before the filling of any position. Aspirant employees should apply for the position during this period.

Management reserves the right to select the successful applicant based on any number of factors including: job performance, quality of work, seniority, attendance and reliability, experience, training and leadership skills among others. When qualifications are substantially equal, seniority will govern.

#### **Section 4.**

Normally all new employees shall receive the minimum-hiring rate established at the first year of the job classification into which they are hired. The increases in wages will be effective immediately on the anniversary date of each employee's hire date, outlined in Section 2 - Wage Rates.

#### **Section 5.**

Employees may be hired into any classifications at rates in excess of the minimum hiring rate at the Company's discretion. If an employee is hired into a classification at a pay rate in excess of the minimum hiring rate for reasons other than job related experience and/or job related training, any employee in that classification into which the employee is hired who is at a lower rate of pay will be raised to the rate of the individual hired.

#### **Section 6.**

The basic requirements for each job classification are as follows:

##### **Technician**

- Knowledge of building code requirements
- Ability to read blue prints and floor plans
- Installs backboards and wire closet layouts
- Installs and terminates multi-pair, data and voice cable and wire in compliance with industry standards, materials and equipment
- Installs and terminates fiber optic cable
- Performs various tests with various equipment such as cable scanners, TDRs and power loss meters
- Installs and maintains power supplies
- Performs basic service on key systems
- Can perform Distribution Technician basic requirements
- Installation and service of key telephone systems
- Installation and service of hybrid, key telephone systems
- Installation and service of call processing systems
- Works with systems' software and programming
- Understands voice and data networks and network wiring
- Performs network testing and troubleshooting
- Performs remote maintenance on systems

### **Article 19 - Hours of Work & Overtime**

#### **Section 1.**

The normal hours of work shall be eight (8) hours per day and forty (40) hours per

week, consisting of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive. The normal workweek shall be on a calendar week basis, Sunday through Saturday.

## **Section 2.**

The normal workday shall be eight (8) hours exclusive of the lunch break, and the company shall determine the starting time. Employees who are scheduled to start work after 7:00 AM \* or before 4:30 PM (Day Shift) shall receive no shift differential. Employees who are scheduled to start work between 4:30 pm and 10:59 PM shall be eligible for an Evening shift differential of Fifteen percent (15%) per hours worked. Those employees who are scheduled to start work between 11:00 PM and 6:59 AM shall be eligible for an Overnight shift differential of Twenty-five percent (25%) per hour per hours worked

*\* Employees who voluntarily start work prior to their scheduled Day shift start time are not entitled to the Overnight shift differential.*

## **Section 3.**

Based on service requirements or efficiency, the Company may establish a four (4) day - ten (10) hour schedule as a normal workweek for employees. Accordingly, the number of hours, which presently constitute a normal five (5) day workweek schedule, will be scheduled in equal amounts over four (4) Consecutive workdays.

## **Section 4.**

The lunch break shall be one half (1/2) hour.

## **Section 5.**

The Company shall provide a paid fifteen (15) minutes relief period in each four (4) hour session of a workday. Relief periods shall be taken as workload permits.

## **Section 6.**

All hours worked beyond forty (40) hours in the workweek shall be compensated at time and one-half. Paid time off such as holidays, personal days, vacations, and Company/Union Joint Conference time shall count as hours worked for purposes of calculating overtime.

## **Section 7.**

All hours worked on Sunday shall be compensated at twice the employee's straight time hourly rates.

## **Section 8.**

All hours worked on holidays (12:01 am to midnight) shall be compensated at time and one half, plus regular holiday pay.

**Section 9.**

An employee called into work during non-scheduled time shall be guaranteed a minimum of three (3) hours pay, but shall not receive more than one three (3) hour guarantee in any work day beginning at 12:01 am and ending at midnight.

**Section 10.**

Overtime in excess of one-half (1/2) hour will be offered according to seniority to all other qualified employees except when the work is part of a daily assignment to an employee who can complete the work. In authorizing an employee to complete his/her daily assignment on an overtime basis, the Company shall not assign the employee more work than similarly classified employees. When overtime work is offered to other qualified employees and no employee desires the overtime that is offered, the qualified employee with the least amount of seniority will be assigned to work overtime.

**Article 20 — Part-Time Employees**

**Section 1.**

A part-time employee is one who is employed and normally scheduled to work less hours per average month than a comparable full-time employee in the same job title, classification and/or work group working the same normal daily tour.

**Section 2.**

Because of the nature of the work it is generally not possible to definitely assign hours of starting and stopping work. Therefore, work time schedules show for each day the average number of hours required per day.

**Article 21-Travel Expenses**

**Section 1. - During Work Time**

Employees required to travel after the start of or before the end of their tours will be provided transportation by the Company or reimbursed for actual travel-related, out-of-pocket expenses and/or authorized use of their personal vehicle in connection with such travel.

Employees who are authorized to use their personal vehicles for such travel will be reimbursed at the highest IRS allowable rate, plus actual travel-related, out-of-pocket expenses.

Employees who travel by public transportation will be reimbursed for their actual travel related, out-of-pocket expenses.

## **Section 2. - Assignments Requiring Board & Lodging**

Employees assigned to a location that, in the judgment of the Company, a daily commute is not reasonable; the Company shall provide for or shall reimburse the employee for reasonable expenses incurred, including board and lodging and additional travel expenses. Excess travel time will be considered work time at the beginning and end of any assignment or reassignment.

## **Article 22 - Vacation**

### **Section 1.**

The Company shall provide employees paid vacations in accordance with the following:

- After 6 months - 1 week
- After 2 years - 2 weeks
- After 5 years - 3 weeks
- After 15 years – 4 weeks
- After 6 months - 2 Personal Days
- After 2 years – 3 Personal Days

Vacations shall occur within the calendar year containing the anniversary.

Following an employee's first anniversary, the employee will become eligible for their vacation any time after January 1 of the following year, (regardless of the date of their employment during the calendar year), provided they have qualified for vacation in accordance with Section 2 of this Article.

### **Section 2.**

It is understood employees are required to work to be eligible for vacation rights.

### **Section 3.**

Employees are expected to take all of their vacation during the year in which granted and shall not be allowed to accumulate from year to year. However, up to five (5) vacation days may be carried over into the following calendar year providing that such five (5) days are used by the last full week of April that year. The company will purchase

unused vacation days at the employee's request.

**Section 4.**

When an authorized holiday falls within an employee's vacation period, the employee shall receive pay for the holiday and be granted an additional day of vacation.

**Section 5.**

Vacation selections shall be made by seniority consistent with the operational needs of the Company.

**Section 6.**

An employee who is laid-off and is entitled to, but has not taken a vacation for the current year, shall be paid vacation compensation in lieu of vacation. Additionally, the employee must request that vacation compensation in writing. This request shall be considered as filling out a time sheet for the vacation hours and submitting that time sheet to their supervisor.

**Section 7.**

All employee requests for vacations shall be submitted to their supervisor by March 1 of each calendar year and vacation schedules shall be posted by April 1. Vacation schedules shall be arranged on the basis of seniority within the job classification. After March 1, all employees failing to timely submit their vacation request shall select their vacation on a first-come-first-serve basis from the available openings. The Company shall grant the employee's request to the extent practical with regard to business requirements.

Employees eligible for one (1) or more weeks of vacation may schedule a one (1) week portion of such vacation on a day-at-a-time basis.

Employees shall submit their request for such day(s) of vacation, whenever possible; at least five (5) work days prior to the day(s) he wishes to take off.

**Article 23 - Holidays**

**Section 1.**

Employees shall receive straight time rates of pay for the following eight (8) holidays:

- |                  |                     |                  |
|------------------|---------------------|------------------|
| 1. New Years Day | 4. Independence Day | 7. Christmas Eve |
| 2. Good Friday   | 5. Labor Day        | 8. Christmas Day |
| 3. Memorial Day  | 6. Thanksgiving     |                  |

**Section 2.**

To be eligible for holiday pay, the employee is required to work or be excused from work the last scheduled workday prior to and the first scheduled workday after the holiday.

**Section 3.**

When an authorized holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday.

**Section 4.**

When an authorized holiday falls on a Saturday, the preceding Friday shall be recognized as the holiday.

**Section 5.**

An employee required to work on the holidays listed in Section 1. of this Article shall receive his regular eight (8) hours pay and, in addition, shall receive pay at time and one-half the regular wage rate for hours actually worked on said holiday.

**Section 6.**

When an authorized holiday falls within an employee's vacation period, the employee shall receive pay for the holiday and be granted an additional day of vacation.

## **Article 24 - Personal Leave**

**Section 1. - Basis**

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

**Section 2. - Condition**

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

**Section 3. - Limitation**

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

#### **Section 4 - Jury Duty**

If an employee is called for Jury Duty during the life of this Agreement, he shall be paid his regular salary as if worked, for a period of up to two (2) weeks per calendar year.

#### **Section 5. - Bereavement Leave**

After ninety (90) days of employment, an employee will be entitled to leave of absence, as actually needed and used by him, for funeral arrangements, or attendance due to death of his parent, brother, sister, spouse, child, and/or grandparent. The Company shall reimburse him for scheduled work time actually lost during this leave to a maximum of three (3) eight - (8) hour days at his regular wage rate except that lost time due to the death of a grandparent shall be reimbursed at a maximum of one (1) eight - (8) hour day at his regular wage rate.

#### **Section 6 - Workers Compensation**

If an extended leave is necessary due to Workers' Compensation related illness or accident, sick leave benefits shall still be paid. Workers' Compensation insurance provides for a coordination of benefits so long as the amount of money received does not exceed the regular weekly salary.

An employee out due to a Workers' Compensation claim must file the necessary papers to receive a weekly paycheck.

#### **Section 7 - Military Leave**

- a. Leaves of absence shall be granted to all employees entering active duty of the Armed Forces of the United States in accordance with prevailing statutes. Employees entering active duty in the Armed Forces of the United States shall be given the vacation to which they are entitled under the terms of this Agreement.
- b. If such employees do not elect to take their vacation before leaving, they shall be paid in allowance in cash equal to and in lieu of any vacation, which is due.
- c. Employees who are absent for the purpose of entering the Armed Services as provided herein and who are rejected, or the employee is absent for the purpose of performing training duty or emergency service in the Armed Forces of the United States, shall be granted leaves of absence and have re-employment rights in accordance with the requirements of the Universal Military Training and Services Act, as amended, and/or regulations issued there under.

## **Article 25 — Seniority & Layoffs**

#### **Section 1.**

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 Company, 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 Company. If two or more employees are hired on the same date, they shall be placed on the seniority list according to alphabetical order. Bumping, layoff, recall, bidding, etc. shall be based on an employee's net credited service within the bargaining unit.

**Section 2.**

Seniority shall determine the selection of vacations, transfers, and for promotions if all other qualifications are equal within the titles specified in Article 18 hereof, except layoffs related to Section 3(d).

**Section 3.**

The Company shall recognize the principle of seniority during lay-off subject to the following:

- a. It is recognized that an employee may not exercise seniority during a layoff period to replace another for work he is not qualified to perform. "Qualified" means the ability to step up to and perform in a good workmanlike manner with limited instruction and training.
- b. The Company shall not be required to lay off an employee for whom it has work if there is no other employee with higher seniority who can perform such work in a good and workmanlike manner with limited instruction and training.
- c. When an employee accepts a lower rated job by reason of the seniority provision, he shall receive the rate of pay for such job.
- d. Order of layoffs shall be determined by inverse order of seniority. The company may retain five (5) employees in the same job title despite lesser seniority. Notice of layoffs and recall shall be given to the Local Union President.
- e. Subject to the foregoing, when a lay off occurs:
  - Senior employees shall be laid off in the reverse order to their seniority rating, and
  - When work resumes, senior employees will be recalled in the reverse order of their lay-off for work they are qualified to perform as defined in a. and b. above.

**Section 4.**

When employees are recalled to work, or laid-off, notice shall be given to the steward, if available, of the name and order of lay-off or recall, including the reason for separation.

**Section 5.**

The Company shall maintain an up-to-date seniority list of all employees, which shall be

posted on the bulletin board.

**Section 6.**

Seniority shall terminate if:

- a. An employee quits;
- b. Is discharged for just cause;
- c. Fails to report for work within five (5) days when recalled to work by registered mail or telegram; provided, however, that no employee shall lose seniority if failure to return to work is caused by sickness or accident and the Company is notified within the five (5) day limit.

**Section 7.**

Reductions in the workforce shall be made in the following manner:

- a. Temporary or part-time employees shall be laid off first. If additional reduction is necessary, seniority shall prevail, providing the employee has sufficient ability, knowledge and skill to perform the work available.

**Article 26 - Layoff Allowances**

**Section 1.**

Employees who are laid-off because of a force reduction, and that reduction last longer than four (4) consecutive calendar weeks, shall receive layoff allowance according to the schedule shown below:

<b><u>Number of Years Net Credited Service</u></b>	<b><u>Number of Weeks Regular Pay</u></b>
Less than 1 years	None
1 years but less than 3 years	1 week
3 years but less than 10 years	2 weeks
More than 10 years	3 weeks

Such layoff allowance shall be in addition to earned pay and vacation pay to which an employee may be eligible, and without regard to unemployment compensation: subject, however, to the following provisions in Sections 2 and 3 of this Article.

**Section 2.**

An employee who has once been paid layoff allowances in accordance with the above schedule, who has been recalled and again laid off, shall receive payments computed on the basis of his total net credited services less payments previously received.

**Section 3.**

If an employee who has received a layoff allowance is recalled and the number of

weeks since the layoff is less than the number of weeks upon which the payment was based, the amount paid to the employee for the excess number of weeks shall be considered an advance by the Company and shall be repaid to the Company by payroll deduction at the rate often (10) percent of his weekly earnings.

**Section 4.**

Force reductions anticipated to result in time off the payroll amounting to less than four (4) consecutive calendar weeks shall be considered a furlough and not subject to payment of allowances described in Section 1 of this Article. Employees who experience such a furlough shall be permitted to receive any personally available earned pay or vacation pay without regard to unemployment compensation for which they may be entitled. It is not expected that there be more than one such furlough during any calendar year. Should more than one furlough occur to any individual employee during any calendar year, and the total number of weeks off the payroll (and not supplemented by vacation pay) during that calendar year exceeds four (4), then all furloughed weeks exceeding four shall be treated as a general layoff in accordance with Section 1 of this Article.

**Article 27 - Promotions**

**Section 1.**

The Company shall provide a job opening notice to all employees in the bargaining unit prior to filling a vacancy.

**Section 2.**

All employees in the bargaining unit have five (5) full working days to notify the Company of their desire to be promoted.

**Section 3.**

In cases where two or more employees have sufficient ability, knowledge, skill, and training, seniority will prevail.

**Article 28 - Hiring**

**Section 1.**

Prior to hiring into the bargaining unit, the Company shall:

- A. Promote a bargaining unit employee that notifies the Company of their desire to be promoted in accordance with Section 2. in Article 25 hereof.

**Article 29 - Allocation of Work**

**Section 1.**

The Company shall preserve for its own employees all work in connection with the installation, maintenance and/or removal of communications facilities owned, maintained and operated by the Company. The Company agrees that Company personnel who are not included in the bargaining unit shall not perform work normally assigned to employees within the bargaining unit.

**Section 2.- Subcontracting**

The Company, except in emergencies, shall not enter into any contract with any agency or company to perform work which is similar in nature to that normally performed by the Company's employees, if such action would directly or indirectly result in the permanent or temporary layoffs, or any other adverse effect of the Company's employees who would normally perform the work to be done under contract.

The Company, except in emergencies, shall give the Union notice in writing before it enters any contract with any agency or company to perform work in connection with the installation, maintenance and/or removal of communications facilities owned maintained and operated by the Company, at least thirty (30) days in advance. The notice shall include the contractor's name, the job start date, the anticipated duration of the contract, a brief description of the work to be performed and the job site location.

**Section 3.- Management Performing Bargaining Unit Work**

A supervisor performing bargaining unit work, except as provided below shall displace no employee. Supervisory personnel shall not perform routine work assigned to hourly workers in the bargaining unit. It is, however, recognized that supervisory personnel must do manual work to effectively perform their jobs in certain circumstances, and therefore may perform the following items of work: Instruction and training; and work in an emergency.

**Article 30- Employee Training**

**Section 1.**

As new equipment or processes are introduced into the industry, or as the state of the art advances with respect to equipment presently a part of the industry, and since it is recognized that it is advantageous for the Company to seek out and introduce new processes and/or equipment lines, it is therefore understood that the Company will keep its employees informed regarding the changes. It is also recognized as being equally advantageous for the employees to seek and maintain knowledge, proficiency and familiarity with such equipment, processes and advances. If new equipment or processes, which require different skills to install or service are introduced into the business, employees shall be given the opportunity to be trained in such equipment. It is further understood that the Company shall wherever possible participate and cooperate with employees in obtaining instruction, schooling or training.

## **Section 2.**

Apprenticeship Program - An apprenticeship program shall be implemented and follow the skill level shown below. For projects designated as Prevailing Rate all employees' under 24 months time in service will be designated as Apprentices and paid their normal hourly wage. In the circumstance any bargaining unit member provides the training he/she shall be scheduled a shifted tour to deliver the training.

### **Apprenticeship Program - 24 Month Program**

#### **Period 1 0 - 6 Months**

- Pathway Selection
- Clearances
- J Hook/String Installation
- Dressing Basic Installation Techniques
- Lacing Modular Furniture

#### **Period 2 6 - 12 Months**

- Cable Labeling - Back-feed Measurement
- Ladder Rack / Cable Tray Installation
- Jacking
- Fiber and Inner-duct Installation
- Copper Termination
- Copper Testing Equipment and Procedures

#### **Period 3 12-18 Months**

- IDF Layout
- Fiber Termination
- Fiber Testing (Power Meter)
- OSP Installation
- Manufacturer Certifications
- Rack/Stack Network Equipment

#### **Period 4 18 - 24 Months**

- Fiber Testing (OTDR)
- Copper Splicing
- Basic Project Management
- As-Built/Test Result Compilation/Close Out
- Circuit ID and Extensions
- PBX Connectivity

## **Article 31 - Healthcare Benefits**

**Section 1.**

Employees shall continue to pay the same rates, currently in place for the 2015-2016 Plan year for full-time employees and their families for the 2016 - 2017 Plan year. Beginning with Plan year 2017 - 2018 the Company and employees will share the increased cost of Medical Plan premiums, with the Company paying no less than 7% of the total cost over the previous year's premium for each of the premium categories (Single, Employee plus Spouse, etc.). Beginning with Plan year 2021-2022, the Company and employees will share the increased cost of Medical Plan premiums, with the Company paying no less than 12% of the total cost over the previous year's premium for each of the premium categories (Single, Employee plus, Spouse etc.)..

**Section 2.**

Beginning with the Plan year 2017 - 2018 the Company will establish a Health Savings Account (HSA) for each employee participating in the healthcare plan.

**Section 3.**

In the event that the current healthcare plan premiums or deductibles are scheduled to increase by more than 10% over the previous plan year, the Company will notify the Union in no less than four (4) weeks from the scheduled start of the new rate structure to review alternative healthcare plan options, and to reach a mutually agreeable plan decision. Should a mutually agreeable plan not be found, the Company maintains the right to choose the option providing the best overall benefits and price.

**Section 4.**

The Company shall provide full-time employees access to Dental, Prescription, and Vision plans for the duration of this Agreement. Full-time employee contributions shall be limited to utilization.

**Section 5.**

If, during the life of this Agreement, the Company elects to change its insurance carriers, there shall not be a diminution of any plan benefits.

**Article 32-Life Insurance**

**Section 1.**

The Company shall provide each employee a life insurance policy equal to one (1) year's pay at no cost to the employee with a \$50,000 maximum amount.

**Section 2.**

Employees are eligible for insurance upon completion of ninety (90) days of

employment and shall be provided an application in a timely manner.

## **Article 33 - 401K Savings & Retirement Plan**

### **Section 1.**

Upon completion of six months employment, employees shall be eligible to contribute up to fifteen percent (15%) of their basic weekly wage to the 401K Savings Plan

### **Section 2.**

The Company shall deduct each employee contribution from the employee's wages before any taxes are taken, (pre-tax), and forward them to the 401K Savings Plan Administrator at least monthly.

### **Section 3.**

Effective upon the first pay period of 2021 after ratification, the employer will contribute a 50% match on the employee's contribution, up to a maximum of 6% of the employee's contribution.

New employees will be automatically enrolled at the contribution rate of 6% after six (6) months of service. New employees who do not wish to participate must advise the Company prior to their six (6) month service anniversary date.

## **Article 34 - Responsibility of Management**

### **Section 1.**

The Company agrees that it is responsible to maintain an adequate cash reserve in order to meet its payroll obligation to its employees. The Company also agrees that in the event of bankruptcy, default, or any other any other financial distress, that its employees will be paid prior to any other who may demand payment. The Company further agrees to maintain bonding and insurance for the protection of its employees.

## **Article 35 - Duration of Agreement**

### **Section 1.**

This Agreement shall continue in effect, subject to the other provisions in this Article, until terminated in accordance with Section 2 of this Article.

### **Section 2.**

Either party may terminate this Agreement at 11:59 p.m. on 03/31/2024 by notifying the other party in writing at least sixty (60) days prior to such date. If no such notice of termination is given, this Agreement shall automatically continue in full force and effect

for successive renewal periods of one (1) year each. Subject to the right of either party to terminate this Agreement at the end of any renewal period by notifying the other party in writing at least sixty (60) days prior to the end of such renewal period of its intention to terminate this Agreement.

**Section 3.**

At the time that the notice of the desire to terminate this Agreement is served pursuant to Section 2 of this Article, or at least thirty (30) days prior to the date for negotiations agreed to by the parties, the party serving the notice shall submit a written list of the changes desired in the Agreement. Submission of such a list shall not prejudice the right of either party to submit additional changes during the period of negotiations.

**Section 4.**

This Agreement has been made in final settlement for its duration of all demands and proposals made by either party during negotiations preceding its execution. It is agreed that during the term of this Agreement the Company shall not be obligated to discuss or agree to any improvement or liberalization either of the provisions of this Agreement or with respect to rates of pay, wages, hours of employment or other conditions of employment not specifically set forth herein, if such improvement or liberalization is proposed to be made effective during the period covered by this Agreement; and the Union shall not be obligated to discuss or agree to any impairment or de-liberalization either of the provisions of this Agreement or with respect to rates of pay, wages, hours of employment or other conditions of employment not specifically set forth herein, if such impairment or de-liberalization is proposed to be made effective during the period of this Agreement.

For CWA, AFL-CIO:  
Technologies Services:

s/ John D. Petrini \_\_\_\_\_  
Date: \_\_\_\_\_

For Company, Information

S/James D. Bissett \_\_\_\_\_  
Date \_\_\_\_\_

For CWA Local 13500:

s/ Julie Daloisio \_\_\_\_\_  
Date: \_\_\_\_\_

## Appendix "A"

### Authorization to Make Payroll Deduction of Dues

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Please print (Last, First, M.I.)

The undersigned hereby authorizes the Company to deduct from my wages an amount equal to the regular monthly dues as certified to the Company by the Secretary-Treasurer of the Communications Workers of America and remit it to the Secretary-Treasurer of the Communications Workers of America or his duly authorized agent.

I may revoke this authorization at any time by written request to the Company or by written request by the Secretary-Treasurer of the Communications Workers of America to the Company's appropriate representative.

This authorization shall be effective the first day of the month following the date it is received by the Company.

_____	_____
Residence Street Address	Signature of Employee
City or Town _____	State _____ Zip Code _____
Date Received by Company _____	Effective Date _____

## **Appendix “B”**

### **Letter Agreement - Subcontracting**

This letter is intended to memorialize the parties’ agreement at the conclusion of discussions during 2016 negotiations regarding ITS bargaining unit employees losing work opportunities and having been forced off of legitimately awarded job sites.

The Union and ITS recognize that there will be situations where, after a good faith effort on the part of the Company and CWA to enforce ITS priority, another union prevails in enforcing its priority to perform work generally assigned to CWA bargaining unit members. During the term of the current CBA, such situations will be viewed as constituting an “emergency” under the first paragraph in Section 2 - “Subcontracting” under Article 29 of this Agreement.

ITS agrees to provide the Union with notice of any and all potential situations described above in time to effectively assist in enforcing the Company’s claim to the work in question.

Further, either party may request a meeting to confer over the appropriate course of action necessary to insure that bargaining unit employees are not improperly forced off ITS-awarded job sites and to discuss alternative work assignments in the event of the loss of work under these circumstances.

## Appendix C

### INFORMATION TECHNOLOGIES SERVICES

631 Idlewood Ave

Carnegie, PA 15106



### Project Completion Bonus Structure

The plan is a two stage structure. A base bonus on a sliding scale based on job size is included for meeting estimated hours. In addition, there is a scale based again on job size for bringing a project in under hours. The assigned Project Manager will have a dollar amount bonus for meeting hours and there will be a Crew bonus split between all Technicians (Including PM) who worked on that project. Technician bonus will be calculated by percentage of hours on job.

Estimated Hours	PM Bonus Meeting Estimate	Crew Bonus Meeting Estimate	Under Hours Bonus
160-240	\$50.00	\$300.00	\$4.00/Hour
241-480	\$75.00	\$600.00	\$6.00/Hour
481-960	\$150.00	\$1,000.00	\$8.00/Hour
961+	\$200.00	\$1,200.00	\$10.00/Hour

#### Sample

Bid Hours	500		
Used Hours	440		
Crew (4)			
	<b>Hours</b>	<b>% Hours/Job</b>	<b>Bonus</b>
Project Manager	145	29%	\$580.00
Crew 1	145	29%	\$430.00
Crew 2	120	24%	\$355.00
Crew 3	90	18%	\$266.00

## **Appendix D**

### **Letter of Agreement**

**May 10, 2021**

**Whereas ITS has permitted employees to carry over and accumulate vacation time from prior years in excess of 5 days and beyond April 30<sup>th</sup> of the following calendar year and;**

**Whereas this has become a large liability to ITS and;**

**Whereas ITS does not wish to penalize its employees who have carried over time in the past;**

**It is agreed, that going forward ITS will grandfather employee's prior carryover vacation time to be taken as vacation time or partially cashed out from time to time.**

**Employees with entitled prior carryover vacation will be provided a statement of their current vacation carryover time balance which will no longer accrue.**

**Thereafter, the five allowable carry over days of each calendar year will be treated under the current Article 22, Section 3.**

**s/James B. Bissett**

**s/John D. Petrini**

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**For ITS**

**for CWA**

