

AGREEMENT
BETWEEN
COMMUNICATIONS, CABLING & NETWORKING, INC.

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

effective

June 1, 2019

through

May 31, 2020

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1 This Agreement, entered into on June 1, 2019, between Communications, Cabling
2 & Networking, Inc. its assigns, successors or heirs (hereinafter called the
3 "Company" and Communications Workers of America, AFL-CIO, hereinafter called
4 the "Union".)

5
6 Whereas it is the intent and purpose of the parties hereto that this Agreement will
7 promote and improve working relations between the employees of the Company
8 and the Company, and will set forth herein the basic Agreement covering rates of
9 pay, hours of work and other conditions of employment to be observed between
10 the parties hereto.

11
12 Now, therefore, the parties hereto contract and agree with each other as follows:

13
14 **ARTICLE 1**

15
16 **RECOGNITION**

17
18 The Company hereby recognizes the Union as the exclusive collective bargaining
19 representative for the purpose of collective bargaining with respect to rates of pay, wages,
20 hours of employment and other conditions of employment, for all its employees as one
21 bargaining unit, but excluding guards, confidential employees and professional and
22 supervisory employees as defined in the Labor-Management Relations Act of 1947, as
23 amended.

24
25 **ARTICLE 2**

26
27 **UNION SECURITY**

28
29 **AGENCY SHOP**

- 30 (a) Each employee who is a member of the Union or who is obligated to tender
31 to the Union amounts equal to periodic dues on the effective date of this
32 Agreement, or who later becomes a member, and all employees entering
33 into the bargaining unit on or after the effective date of this Agreement shall,
34 as a condition of employment, pay or tender to the Union amounts equal to
35 the periodic dues applicable to members, for the period from such effective
36 date, or in the case of employees entering into the bargaining unit after the
37 effective date, on or after the thirtieth (30th) day of such entrance, whichever
38 of these dates is later, until the termination of this Agreement.
- 39
40 (b) For the purpose of this section, "employee" shall mean any person
41 entering into the bargaining unit.
- 42
43 (c) Each employee who is a member of the bargaining unit on or before the
44 effective date of this Agreement and who on the effective date of this
45 Agreement was not required as a condition of employment to pay or tender
46 to the Union amounts equal to the periodic dues applicable to members,

47 shall, as a condition of employment pay or tender to the Union amounts
48 equal to the periodic dues applicable to members for the period beginning
49 thirty (30) days after the effective date of this Agreement, until the
50 termination of this Agreement.

51
52 (d) The condition of employment specified above shall not apply during periods
53 of formal separation from the bargaining unit by any such employee but
54 shall re-apply to such employee on the thirtieth (30th) day following his or
55 her return to the bargaining unit. For purposes of this Paragraph, the term
56 "formal separation" shall include transfers out of the bargaining unit,
57 removal from the payroll of the Company and leaves of absence of more
58 than one (1) month duration.

59
60 (e) The Company may inform employees and applicants for employment of
61 their rights and obligations under the provisions of this Section.

62
63 (f) Union Security/Agency Shop shall not apply where the terms of
64 employment set forth herein are prohibited by law.

65 66 67 **ARTICLE 3**

68 69 **EQUAL OPPORTUNITY / NON-DISCRIMINATION**

70 71 **A. EQUAL OPPORTUNITY**

72
73 Communications, Cabling & Networking, Inc. is firmly committed to equal
74 employment opportunity.

75
76 It is mutually agreed that there shall be no coercion, intimidation
77 or discrimination practiced by the Company or the Union against any
78 employee because of membership or non-membership in the Union, or by
79 the Company against any member or officer because of activities on
80 behalf of the Union.

81
82 Use in this Agreement of masculine or feminine gender, in titles or
83 otherwise, shall be construed as including both male and female
84 employees and not as specific sex designations.

85
86 In a desire to restate their respective policies, neither the Company
87 nor the Union shall unlawfully discriminate against any employee
88 because of such employee's race, color, religion, national origin,
89 citizenship status, sex, sexual preference, age, handicap/veteran or
90 other classification covered by applicable federal, state or local laws.

93
94 **ARTICLE 4**

95
96 **PAYROLL DEDUCTIONS**
97

98
99 The Company agrees that, upon receipt of an individual written request on the form
100 provided by the Union and signed by an employee covered by this Agreement, it will
101 deduct monthly through payroll deduction from such employee=s wages the amount of
102 Union dues specified in such request and forward the full amount thus deducted to the
103 Secretary/Treasurer of the Union or their authorized agent as directed. Initiation fees will
104 also be deducted upon proper authorization. Two and one-quarter (2 1/4) hours of
105 basic pay per month shall constitute union dues. (Said authorization form is attached
106 hereto and made a part hereof as AExhibit 2).

107 1. Any authorization of dues deduction shall not be subject to revocation except that
108 an employee may revoke the authorization during the period beginning fourteen (14)
109 days, prior to each anniversary date of this Collective Bargaining Agreement, or during
110 the period beginning fourteen (14) days prior to the termination date of the Collective
111 Bargaining Agreement.

112 A. Each employee who desires to revoke his or her dues deduction authorization must
113 notify the Human Resource Department by an individually signed and dated letter.

114 B. Each letter not received with the specified time limits will be considered void and will
115 be so advised by the Company.

116 C. The Company will provide a copy of the cancellation notice to the Union within seven
117 (7) calendar days of receiving notification.

118 The Secretary/Treasurer of the Union can also revoke the dues authorization of any
119 employee upon the Secretary/Treasurer's written request to the Company's appropriate
120 representative. The Union will hold the Company harmless from any claim made by any
121 employee as a result of the deduction of Union dues pursuant to this Article.
122

123 The Company also agrees to remit the amount deducted to the designated
124 representative of the Union, and to furnish the Union three (3) copies of the list of
125 employees for whom such deductions have been made and the amount of each
126 deduction. The Company also agrees to furnish the Union with a list of employees for
127 whom no deductions have been made together with the reasons therefore. The
128 Company will provide the Union with a current list of employees, addresses, titles, and
129 rate of pay when the dues are remitted. The Company shall bear full cost of the
130 undertaking herein above set forth except the Union agrees to furnish the Dues
131 Deduction Authorization forms.
132

133
134 **ARTICLE 5**

135
136 **EMPLOYEE CLASSIFICATIONS**
137

138 (a) **PROBATIONARY EMPLOYEES:** All new employees will be classified as

139 probationary for the first one hundred and eighty (180) calendar days of their
140 employment.

141
142 Up to 180 days of time spent working as a contractor for CC&N will apply to Article 18,
143 discipline, wage credits and holidays but not to personal or vacation days.

144
145 (b) REGULAR EMPLOYEES - CATEGORY A: Employees who work
146 in the Management capacity not covered by this Agreement.

147
148 (c) REGULAR EMPLOYEES - CATEGORY B: Employees who work
149 in the Installer capacity. (Installation Technician, Service
150 Technician, System Technician, Cabling Technician and Parts
151 Driver/Warehouse Clerk).

152
153 (d) REGULAR EMPLOYEES - CATEGORY C: Administrative
154 personnel, not Union employees.

155
156 (e) TEMPORARY EMPLOYEES - Contract Employees
157 will be considered temporary employees and will not be eligible
158 for holidays, paid vacations, sick leave, or other
159 Employee benefits.

160
161 (f) PART TIME EMPLOYEES – Employees who average
162 less than thirty (30) hours per week. Part time employees will
163 receive time-off benefits (vacation, holidays, bereavement) on
164 a pro-rata basis, but no other benefits unless otherwise
165 provided by plan documents. The pro-rata entitlement will be
166 based on the average hours worked for the period from
167 January 1 to December 31 except for new hires which shall
168 be based on average hours worked over the prior six (6)
169 months.

170
171 **ARTICLE 6**

172
173 **WAGES/PAY TREATMENT**

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175 **TITLES:**

175 **RATES**

176
177
178 **1. Cabling Technician**

179 **Start Rates**

180 8/01/18 0-12 months \$13.94

181 6/01/19 0-12 months \$14.36

182
183 13-24 months 6% Guaranteed/Merit Increase

184 25-36 months 6% Guaranteed/Merit Increase

185

| | | | |
|-----|--|------------------------------|---------|
| 186 | <u>Top Rates</u> | | |
| 187 | 8/01/18 | over 36 months | \$17.84 |
| 188 | 6/01/19 | over 36 months | \$18.38 |
| 189 | | | |
| 190 | 2. <u>INSTALLATION TECHNICIAN</u> | | |
| 191 | <u>Start Rates</u> | | |
| 192 | 8/01/18 | 0-12 months | \$17.84 |
| 193 | 6/01/19 | 0-12 months | \$18.38 |
| 194 | | | |
| 195 | 13-24 months | 6% Guaranteed/Merit Increase | |
| 196 | 25-36 months | 6% Guaranteed/Merit Increase | |
| 197 | 37-48 months | 6% Guaranteed/Merit Increase | |
| 198 | | | |
| 199 | <u>Top Rates</u> | | |
| 200 | 8/01/18 | over 48 months | \$21.47 |
| 201 | 6/01/19 | over 48 months | \$22.12 |
| 202 | | | |
| 203 | | | |
| 204 | | | |
| 205 | 3. <u>SERVICE TECH</u> | | |
| 206 | <u>Start Rates</u> | | |
| 207 | 8/01/18 | 0-12 months | \$22.12 |
| 208 | 6/01/19 | 0-12 months | \$22.79 |
| 209 | | | |
| 210 | | | |
| 211 | <u>Top Rates</u> | | |
| 212 | 8/01/18 | over 48 months | \$28.97 |
| 213 | 6/01/19 | over 48 months | \$29.84 |
| 214 | | | |
| 215 | 13-24 months | 6% Guaranteed/Merit Increase | |
| 216 | 25-36 months | 6% Guaranteed/Merit Increase | |
| 217 | 37-48 months | 6% Guaranteed/Merit Increase | |
| 218 | | | |
| 219 | | | |
| 220 | 4. <u>SYSTEM TECH</u> | | |
| 221 | <u>Start Rates</u> | | |
| 222 | 8/01/18 | 0-12 months | \$29.32 |
| 223 | 6/01/19 | 0-12 months | \$30.20 |
| 224 | | | |
| 225 | 13-24 months | 6% Guaranteed/Merit Increase | |
| 226 | 25-36 months | 6% Guaranteed/Merit Increase | |
| 227 | 37-48 months | 6% Guaranteed/Merit Increase | |
| 228 | | | |
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| 230 | <u>Top Rates</u> | | |
| 231 | 8/01/18 | over 48 months | \$34.34 |
| 232 | 6/01/19 | over 48 months | \$35.37 |

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All pay increases will become effective on the employee's anniversary date.

Employees who are paid above top wage scale will receive 100% of the negotiated top scale wage increase, added to their current rate of pay on the employees' anniversary date. (Negotiated wage increases for the term of the Agreement are as follows: 6/1/2019 through 5/31/2020 – 3%.)

Although new employees in the installer classification hired on or before ratification will not be automatically advanced to \$18.38 per hour, they will be subject to a maximum three-year progression to the top rate of pay.

Employees will be paid at the rate of two (2) times the regular hourly wage for all hours worked in excess of fifty-eight (58) hours in any one (1) week.

All wage rates are based on a work week of five (5) eight (8) hour days, or four (4) ten (10) hour days if mutually agreed, or its equivalent. Work over forty (40) hours in any one (1) week shall be paid at the rate of one and one-half (1 ½) times the regular hourly wage. Vacation time, personal/sick time, holidays and bereavement time will be treated as time worked. This will include travel to out of town jobs, or training.

Time and one half will be paid for all hours worked on a Sunday. This provision does not apply if the employee is receiving shifted tour pay for that day.

Employees working up to a higher paid job classification for an entire day will be paid a work up differential equivalent to the promotional increase for that day.

The maximum number of days an employee can work up in a calendar year is (90) ninety days. The employee must be promoted to the higher job classification if (90) ninety days are exceeded.

The Company reserves the right to give new hires wage credit for prior experience and job knowledge.

In cases where new hires are given wage credits they will be placed at a temporary pay rate and job classification for one hundred eighty (180) calendar days.

At the end of the probationary period if the employee is working up to his projected potential, the wage rate will become final.

Employees who are given no work by the Company in the final seventy-five (75) minutes of their shift shall suffer no loss in pay for that day and will be paid for a full eight hours.

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ARTICLE 7

LEAD PERSON

In addition to the regular wage scale, a category of "Lead Person" is implemented. The management will ask the person they feel should be in charge of a project. This person can accept the job or refuse it. The pay for Lead Person is per day above the normal rate of pay as follows:

- 2-5 technicians - \$13.00 per day
- 5 + technicians - \$16.00 per day

Payment to be made upon completion of the job but no less than every 30 days provided paperwork is turned in.

Responsibilities for a "Lead Person" for each job are as follows:

1. Keep track of all hours for each respective job;
2. Keep track of all materials used on the respective job;
3. Keep track of all additions or deletions of the order; and
4. Fill out the proper paperwork pertaining to the order.

A minimum of one Lead Person will be designated by management on jobs requiring more than two technicians. Additional Lead Persons may be appointed as determined by management.

On job sites where the above requirements are not met and there is no onsite management, but where the company has designated an onsite dedicated Lead Technician, this Technician will be paid Lead Pay of \$8.00 per day.

Only Systems, Service and Installation techs can act as a Lead Tech.

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ARTICLE 8

JOB DESCRIPTIONS

Cabling Technician

- Coring holes and cutting conduits for sleeving walls and fire-stopping. Installation of sleeving and fire stopping materials and systems.

- Job-site cleanup & Material Handling

- Installation and routing of low voltage cabling related to paging, point-of-sales (POS), very small aperture terminal (VSAT), life safety, intercom systems, distributed antenna systems (DAS), building automated systems (BAS), access control, fire alarm, nurse call, security, sound masking, music, time clock and other clock systems, and video surveillance systems

- Placement of pathway support for low voltage cabling and fiber innerduct

- Assist with closet build-out. (ER, TR, MDF, IDF, Demarcation, etc.) as directed by Lead Tech

- Mounting only of access points, paging equipment, and other low voltage related hardware on the remote end only

- Termination of station cabling

- Placement only of basic non-complex phones and moving of basic PC workstations that do not require programming on the remote end with no head end termination

- Placement of backbone, horizontal and between building cables

- Certifying and testing of cabling under the direction of a lead Tech

- Installation of vertical conduits, boxes and other related hardware

- Installation of cable tray, flex tray and other related hardware

350 • Reading and interpreting blueprints and specifications

351 Installation Technician

352 • This title also includes previous title job functions

353 • Pre-fabrication of equipment for field installation

354 • Termination of horizontal, backbone cabling including
355 cross-connects and interconnects between building
356 cables on small and large campus systems

357 • Installation, provisioning, troubleshooting and
358 maintenance of cabling and equipment.

359 • Layout and planning of telecommunication cabling
360 systems

361 • Jobsite coordination with other trades, contractors,
362 internal and external customers

363 • Fiber optic cable termination and testing with power
364 meter

365 Service Technician

366 • This title also includes previous title job functions

367 • Basic phone switch programming such as adds,
368 moves and changes

369 ○ Implement dial-tone and assign extensions for
370 new users

371 ○ Install coverage and pickup groups

372 ○ Add system line cards .

373 • Installation of head-end equipment related to point-of-
374 sales (POS), very small aperture terminal (VSAT), life
375 safety, intercom systems, distributed antenna
376 systems (DAS), building automated systems (BAS),
377 access control, fire alarm, nurse call, security and
378 video surveillance

379 • Splicing of indoor and outdoor cabling, to include
380 shielded, unshielded, optical fiber, coaxial and twisted
381 pair cables

382 • Station repair and troubleshooting

- 383 • Installation and maintenance of paging equipment
- 384 that does not require work in the switch
- 385 • Installation of new LAN hardware only
- 386 System Technician
- 387 • This title also includes previous title job functions
- 388 • Complex switch installation and repair of Traditional
- 389 TDM switches for new systems and major upgrades.
- 390 • PBX and key system programming, including major
- 391 PBX and key system reconfiguration for new systems
- 392 and major upgrades.
- 393 • PBX and key system programming, including major
- 394 PBX and key system reconfiguration as necessary for
- 395 adds, moves and changes to existing systems.
- 396 • Installation and repair of wide area network
- 397 equipment and circuitry.
- 398 • Installation, provisioning and maintenance of paging
- 399 equipment that does require work in the switch.

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ARTICLE 9

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HOLIDAYS,VACATIONS AND BEREAVEMENT

405

406

A. VACATION

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Vacations run from January 1st to December 31st of each respective year.

409

Vacation eligibility is based on the employee's length of service with the

410

company and is paid on the following basis:

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412

| <i>Length of Continuous Service</i> | <i>Eligibility</i> |
|--|---------------------------|
| Less than 6 months | None |
| 6 months - 1 year | 40 hours |
| 1 year - 5 years | 80 hours per year |
| 5 - 15 years | 120 hours per year |
| 15 - 25 years..... | 160 hours per year |
| 25 years and over..... | 200 hours per year |

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Vacation hours will not accrued during a layoff or other approved paid time off of greater than 60 days.

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424 Employees who become eligible for an additional week of vacation during a
425 calendar year will be permitted to take the additional week anytime during the
426 current calendar year.

427
428 Up to 5 days of unused vacation can be carried over into the next calendar year.
429 Carried over vacation must be used by June 30th, or the days will be forfeited.
430

431 Employees who leave the Company prior to their anniversary date who have
432 taken the additional week of vacation prior to their anniversary date
433 will have the week's pay deducted from their final pay check.
434

435 Employees who resign from their position but who fail to give a two (2) week
436 notice are ineligible for any vacation payout. Employees who provide two
437 (2) weeks notice will be allowed to work through the two (2) week notice
438 period or, if denied work opportunity by the employer, the employee will be
439 paid for unworked hours.
440

441 **B. HOLIDAYS**

442
443 Upon one hundred eighty (180) calendar days continuous service, regular paid
444 holidays for full time CC&N employees are:

445
446 New Year's Day..... January 1st
447 Memorial Day Last Monday in May
448 Independence Day July 4th
449 Labor Day First Monday in September
450 Thanksgiving 4th Thursday in November
451 Day after Thanksgiving..... 4th Friday in November
452 Christmas Eve Day..... December 24th
453 Christmas Day December 25th
454

455 Holidays that fall on weekends:

- 456 On Saturday - the preceding Friday
- 457 On Sunday - the succeeding Monday
- 458 Holiday pay - 8 hours regular pay rate plus time and one half for actual
459 hours worked on the holiday.
460

461 If an employee is scheduled to work on a holiday, he/she must report for work or
462 forfeit his/her holiday pay. Furthermore, any unexcused absence on the shift
463 prior to or after a holiday, shall mean forfeiture of the holiday pay.
464

465 Employees who work on a Holiday will receive the regular Holiday Pay plus time
466 and one half for all hours worked on the Holiday. Employees working on a
467 Holiday will receive a minimum of two hours pay.
468

469 **C. BEREAVEMENT**

470

471 All eligible employees are entitled to bereavement leave in the event of a death in
472 the immediate family. When an employee suffers a death in his/her immediate
473 family or requires time off for the estate settlement or for funeral preparations,
474 he/she will be granted paid time off for a period of up to seven (7) days, Monday
475 through Friday, provided it is a normally-scheduled work day. Immediate family is
476 defined as mother, stepmother, father, stepfather, husband, wife, domestic
477 partner (as defined by CC&N's benefit policy), son, stepson, daughter,
478 stepdaughter. Bereavement pay of three (3) working days, Monday through
479 Friday, will be granted for the funeral attendance of a brother, sister, mother-in-
480 law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law,
481 grandparents and grandchildren. Bereavement pay of one (1) working day,
482 Monday through Friday, will be granted for the funeral attendance of an aunt,
483 uncle, niece, or nephew.
484

485 For each day of absence, the employee will be paid at his/her normal base rate
486 of pay up to a maximum of eight (8) hours per day. Payment will not be made as
487 a duplication of vacation, leave, or layoff time/pay.

488 There may be instances where bereavement is dealt with on an individual basis.
489
490

491 **ARTICLE 10**

492 **INSURANCE/ FLEXIBLE SPENDING ACCOUNT**

- 493
- 494
- 495 A. Workers Compensation. All employees of CC&N are
496 covered by workers compensation for on the job
497 injuries.
498
- 499 B. Health Insurance. All employees not covered by any
500 other health plan, will be eligible for the Company
501 sponsored health plan on the first of the month
502 following thirty (30) days of continuous employment.
503

504 The plan will provide various plan options as described
505 in Exhibit 3 to this Agreement and as are more fully set
506 forth in applicable plan documents. The Company
507 reserves the right to change the insurance carrier, TPA
508 or health provider network(s) provided comparable
509 plan design(s) and benefit levels are maintained. The
510 Company also reserves the right to add additional plan
511 options provided the plan options set forth in the
512 contract are maintained.
513

514 The Company and Union will meet annually prior to
515 open enrollment to discuss plan performance and
516 applicable costs.
517

518 The Company may modify any plan as required by
519 state or federal law. In addition, the Company reserves
520 the right to participate in any mandatory or optional
521 federal or state health care legislation, change, reform
522 or public option, etc. that may be available during the
523 duration of this contract. Prior to implementing any
524 change under this paragraph, CC&N shall request a
525 benefits renegotiation with the Union.

- 526
527 C. The Company shall continue to offer additional non-
528 health benefit options to employees and their
529 dependents (i.e., dental, vision, and life) as set forth
530 generally in Exhibit 3 and as more fully set forth in
531 applicable plan documents. Cost sharing, if any, shall
532 be as reflected in Exhibit 3.
533

534
535
536 **ARTICLE 11**

537
538 **RETIREMENT PLAN/ESOP**

539
540 Upon one (1) month continuous service, the Company offers an opportunity to enroll in
541 the company 401K Retirement Plan (see Plan Summary for details).
542

543 The Company will provide an Employee Stock Ownership Plan.
544 (See Plan Summary for details.)
545

546
547 **ARTICLE 12**

548
549 **PERSONAL TIME/SICK DAYS**

550
551 Upon completion of one hundred eighty (180) days continuous service, all full time
552 employees become eligible for sick pay. Based on your length of service and the
553 calendar year, the company offers regular pay for excused absences for personal time
554 off or absence caused by illness on a limited basis.
555

556 Personal time/Sick Pay is based on the following schedule:
557

| <i>Length of Continuous Service</i> | <i>Eligibility</i> |
|--|---------------------------|
| 558 0-4 months service..... | None |
| 559 4-6 months service..... | 16 hours |
| 560 6-12 months service..... | 32 hours |
| 561 12-24 months service..... | 40 hours |
| 562 24 - 60 months service..... | 56 hours |
| 563 Over 60 months service..... | 64 hours |

565
566 8 hours of unpaid personal time is available to all employees in addition to the above
567 schedule.

568
569 Any unused Personal/Sick time at the end of a calendar year may be carried over into
570 the next calendar year or the employee may elect a payout at the current rate of pay.
571 The maximum amount of time that can be carried over is eighty (80) hours.

572
573 Employees will be permitted to take Personal/Sick time in 2 hour increments. Up to 2
574 hours of personal/sick time can be taken in ½ hour increments.

575
576 Creation of this benefit does not prevent an employee for making up lost time when
577 work is available.

578
579 **Short Term/Long Term Disability Coverage** - Provided for as specified in Exhibit 3 of
580 the Agreement through the Cafeteria Benefit Plan.

581 582 **ARTICLE 13**

583 584 **TRAVEL EXPENSE**

585 586 **A.) Travel Expense**

587
588 The Company shall pay for all reported mileage driven from that first point to any
589 subsequent point it directs in the course of business. Reimbursement will be the
590 maximum allowable IRS rate rounded down to the full cent.

591
592 This will be, a directive to report to another job. Leaving a job site with prior approval to
593 acquire materials necessary to complete the job is also considered company business
594 and will be paid for.

595
596 The Company shall also pay a mileage rate to and from job sites which fall outside of its
597 normal base of operations. This base is determined by 30 road miles from the office. In
598 determining road miles under this article, Mapquest shortest distance calculated will be
599 utilized. Job sites falling in this category will be specified by management and a
600 mileage figure will be determined by the amount of road miles between the Company's
601 office and the job site. A mileage figure will be established for each of the job sites
602 which fall into this category. The first 30 road miles in either direction will not be paid
603 for.

604
605
606 1.) Employees required to drive in excess of 30 road miles from the company
607 designated office in Wisconsin and Illinois will be paid as follows:

608
609 a.) Employees will be paid the contractual reimbursement rate per road mile for
610 distances traveled greater then 30 road miles from the company designated
611 office.

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b.) Employees will be paid for actual time in excess of 30 road miles from the Company designated office.

d.) Employees will be paid their applicable wage rate for travel to states other than Wisconsin and Illinois. The employer will designate the mode of travel.

2.) Employees who use their personally owned, company owned, or company leased vehicles for company business will be required to have a valid drivers license and proof of insurance.

3.) Employees will have the option to elect board and lodging for first and last job assignments in excess of 75 miles from the company designated office.

4.) Employees using their personal vehicles for company business will not be responsible for company tools or equipment stolen from their vehicles. Provided reasonable care is taken. (Locking vehicle, etc.)

5.) Employees will not be expected to transport tools and equipment which cannot reasonable fit in the storage compartment of a vehicle.

6.) If the Company opens a new Company designated office in Wisconsin which is located more than 75 road miles from any current designated office, new employees hired after the ratification of this agreement will be paid for road miles in excess of 45 pursuant to the above formulas.

B. Travel Allowance

A daily overnight Travel Allowance will be paid to employees working out of town. The daily rate will be determined by the maximum IRS allowable limit for the locale in which the employee is working in.

Employees will receive a \$9.00 per day maximum miscellaneous expense allowance to cover such items as phone calls home, laundry expense, misc. hotel charges, etc. Employees will be responsible for any charges exceeding \$8.00 per day.

Employees must complete and submit the proper forms and provide receipts or other documentation to receive reimbursement.

ARTICLE 14

WORK HOURS/DIFFERENTIALS

A.) WORK HOURS

CC&N has established its hours of operation to conform with the normal working hours of the majority of its customers. These hours are from 6:00 AM to 6:00 PM, Monday through Friday. Your work shift depends upon the needs of the business and your job

659 classification.

660

661 The normal work shift for craft personnel is eight or ten when mutually agreeable
662 continuous hours between 6:00 AM and 6:00 PM. This includes two paid fifteen minute
663 breaks, one in the morning and one in the afternoon, and a ½ hour unpaid lunch period.
664 These breaks and lunch should be taken with consideration to the job you are assigned
665 to and cannot be traded for an early quitting time. Service and installation personnel
666 are considered as "craft".

667

668 On occasion, it becomes necessary to make changes to the normal work shift.
669 Changes become necessary due to the nature of the work being performed, customer
670 preference, or personal safety. Any changes should adhere to the above parameters
671 and must be approved by management.

672

673 **B.) SHIFT DIFFERENTIAL**

674

675 Employees whose hours on a scheduled shift, which is part of their normal week, fall out
676 side of 6:00a.m. and 6:00p.m. will receive a ten percent (10%) per hour as shift
677 differential in addition to their basic wage rate for all hours worked.

678 Employees whose hours on a sixth or seventh shift fall outside of 6:00 a.m. and 6:00
679 p.m. will receive a ten percent (10%) per hour as shift differential in addition to their
680 basic wage rate. Shift differential does not apply when employee is receiving other
681 premium pay. (i.e. when receiving time and one half, working over 40 hours, etc.)

682

683

684 **C.) STAND BY DUTY**

685

686 CC&N will continue to have it's management staff take the calls out of hours and on
687 weekends from our customers and answering service. Management will decide if
688 calling out a technician is warranted. If so, management will then proceed to contact a
689 technician for dispatch.

690

691 If for some special reason a stand-by-duty technician is requested to be on call they will
692 be compensated by being paid \$1.50 per hour for the amount of time involved.

693

694 Should CC&N request a technician to be on stand-by-duty, they will abide by the
695 following requirements:

696

697 1. They will be able to be reached at their place of residence, or by being
698 pageable for the duration of the time requested.

699

700 2. They will respond to a page, or a phone call within 15 minutes of the call or
701 page.

702

703 3. If the technician is called, or paged by the customer the technician will notify
704 their supervisor.

705

706 4. The technician must be able to respond while on stand-by-duty.

707

708 5. CC&N has the right to cancel any compensation if the above guidelines are
709 not met.

710

711

712 **D.) CALL OUT PAY**

713

714 Employees called out shall receive a minimum payment of 2 hours pay at the rate of
715 time and one half provided the employee has 40 paid hours in that week.

716

717

718 **E.) EVENING MEAL ALLOWANCE**

719

720 An \$12.00 evening meal allowance will be provided for technicians on job sites over 60
721 road miles from the company office who are working more then 10 hours in a day
722 including travel time.

723

724 **ARTICLE 15**

725

726 **LAYOFFS AND RECALLS**

727

728

729 **VOLUNTARY LAYOFF**

730

731 Prior to any layoff the company may at its discretion offer a voluntary program of layoff.

732

733 A voluntary layoff shall consist of employees voluntarily taking time off due to slow or no
734 work. A voluntary layoff shall not last longer then two (2) consecutive weeks.

735

736 The Union and employees will be given at least two (2) calendar days notice.

737

738 Employees who voluntarily take layoff shall not have any interruption in their seniority
739 and/or benefits.

740

741 Recall from voluntary layoff will be done via letter sent certified mail or phone.

742 Employees recalled from voluntary layoff must report to work within five work days after
743 notification is received.

744

745 If there are no or not enough volunteers to achieve the necessary force reduction,
746 involuntary layoffs will be made as follows.

747

748 Any such layoff shall be in the inverse order of bargaining unit seniority within the
749 applicable job title and Service Area, with the most junior employee being laid off first,
750 provided that, if the work in question involves telecom, the more senior employee has
751 the then existing skill and ability to perform such telecom work. No more than one (1)
752 person each from the Service area 1, 2 and 3, and one (1) person who is Avaya trained

753 and one (1) person who is Nortel trained from the Service area 1 may be retained out of
754 seniority based on skill and ability at any one time. The question of whether the
755 employee has the skill and ability to perform the telecom work in question is subject to
756 the grievance/arbitration process. Service Areas are defined in Exhibit 13.

757

TEMPORARY LAYOFF

759

760 A layoff in which it is anticipated an employee will be recalled within twenty-one (21)
761 days. The Union and employee will be given at least four (4) days notice. If the layoff
762 period extends past 21 days, short term layoff applies. Any time spent on continuous
763 layoff will count if moved to the next tier of layoff.

764

SHORT TERM LAYOFF

766

767 A layoff in which it is anticipated an employee will be recalled within the twelve (12)
768 month recall period. The employee will be eligible for a Layoff Lump Sum Payment
769 after ninety (90) calendar days. An employee who is discharged for cause, or otherwise
770 unable to work for reasons other than lack of work, will not be eligible for a Layoff Lump
771 Sum Payment. Employees may elect to use their accrued vacation time and
772 sick/personal time during the layoff period.

773

774 In cases where the employee is laid off more than once, Severance Pay will be paid
775 according to the above parameters minus the Severance Pay previously received.

776

777 An employee's service will be considered to be continuous while on a short term layoff
778 of 12 months or less.

779

780 Any employee on leave of absence during a layoff period will be subject to the layoff as
781 are all other employees.

782

783 Prior to any layoff for lack of work, the Company will give at least 14 calendar days
784 notice to the Union and to those who are to be laid off.

785

786

787 Layoffs shall be made by job title and Service Area. Service Areas are defined in
788 Exhibit 13.

789

790 If there are less senior employee(s) in the job title who are assigned to another service
791 area covered by this Agreement which is unaffected by the layoff, such employee(s)
792 may be bumped by the most senior employee(s) directly affected by the layoff, provided
793 that, if the work in question involves telecom, the more senior employee has the then
794 existing skill and ability to perform such telecom work. No more than one (1) person
795 each from the Service areas 1, 2 and 3, and one (1) person who is Avaya trained and
796 one (1) person who is Nortel trained from the Service area 1 may be retained out of
797 seniority based on skill and ability at any one time. The question of whether the
798 employee has the skill and ability to perform the telecom work in question is subject to
799 the grievance/arbitration process.

800
801 Any such bumping will take place in order of seniority of those affected by the layoff,
802 with the most junior employee among all the other Service Areas in the applicable job
803 title being the first person subject to being bumped as provided herein, i.e., the more
804 senior employee cannot choose to bump any less senior employee among the various
805 other Service Areas, but only the least senior employee among all the other Service
806 Areas not impacted by the layoff who is in the same job title as the laid-off employee.
807 The employee(s) who is bumped will then be the person(s) who is laid off, i.e., there will
808 be no right of any further bumping by those who are bumped. If an employee chooses
809 to bump another employee pursuant to the provisions of this paragraph, he or she will
810 be responsible for his or her relocation expenses.

811
812 Vacation and personal/sick pay for time earned but not taken will be paid to the laid off
813 employee if requested at the time of layoff.

814
815 The company will provide fourteen (14) calendar days notice of layoff to the union and
816 the originally affected employees. Such notice to the employees shall include the right
817 to bump. The employee must notify the Company of their decision to exercise their right
818 to bump within five (5) calendar days of receipt of the layoff notification. Bumped
819 employees will be given seven (7) calendars day notice of their layoff.

820
821 For purposes of layoff and recall, cabling technician and installation
822 technician shall be deemed to be one classification and cabling technicians
823 shall be laid off prior to more senior installation technicians. If a service
824 technician or systems technician is subject to layoff, he or she may elect to
825 "bump" into the installation classification provided the employee has more
826 seniority than the junior most cabling technician or installation technician
827 and has the present skill and ability to perform the work in question. If this
828 occurs, the junior most cabling technician/installation technician shall be
829 laid off. The bumping employee shall be paid at the top rate of the
830 installation technician job classification. Employees who elect to bump to a
831 lower job classification will be given the first opportunity to be placed back
832 in their former job title for twelve (12) months from the date of the downgrade
833 on a seniority basis.

834
835
836 **LONG TERM LAYOFF**
837
838 A layoff in which it is anticipated the employee will not be recalled within the twelve (12)
839 month recall period. The Layoff Lump Sum Payment will be paid immediately. An
840 employee who is discharged for cause, or otherwise unable to work for reasons other
841 than lack of work, will not be eligible for a Layoff Lump Sum Payment.

842
843 In cases where the employee is laid off more than once, Severance Pay will be paid
844 according to the above parameters minus the Severance Pay previously received.

845
846 Employees who are on long term layoff and are re-employed after 12 months from the

847 date of layoff will have to work one year to re-establish their seniority. Layoff time will
848 not bridge continuous service time. The Company will provide fourteen (14) calendar
849 days notice of layoff to the union and the originally affected employees. Such notice to
850 the employees shall include the right to bump. The employees must notify the
851 Company of their decision to exercise their right to bump within five (5) calendar days of
852 receipt of layoff notification. Bumped employees will be given seven (7) calendar day
853 notice of their layoff.

854
855 Layoffs shall be made by job title and Service Area. Service Areas are defined in
856 Exhibit 13.

857
858 If there are less senior employee(s) in the job title who are assigned to another Service
859 Area covered by this Agreement which is unaffected by the layoff, such employee(s)
860 may be bumped by the most senior employee(s) directly affected by the layoff, provided
861 that, the work in question involves telecom, the more senior employee has the then
862 existing skill and ability to perform such telecom work. No more than one (1) person
863 each from the Service areas 1, 2 and 3, and one (1) person who is Avaya training and
864 one (1) person who is Nortel trained form the Service area 1 may be retained out of
865 seniority based on skill and ability at any one time. The question of whether the
866 employee has the skill and ability to perform the telecom work in question is subject to
867 the grievance/arbitration process.

868
869 Any such bumping will take place in order of seniority of those affected by the layoff,
870 with the most junior employee among all the other Service Areas in the applicable job
871 title being the first person subject to being bumped as provided herein, i.e., the more
872 senior employee cannot choose to bump any less senior employee among the various
873 other Service Areas, but only the least senior employee among all the other Service
874 Areas not impacted by the layoff who is in the same job title as the laid-off employee.
875 The employee(s) who is bumped will then be the person(s) who is laid off, i.e., there will
876 be no right of any further bumping by those who are bumped. If an employee chooses
877 to bump another employee pursuant to the provisions of this paragraph, he or she will
878 be responsible for his or her relocation expenses.

879
880 For purposes of layoff and recall, cabling technician and installation
881 technician shall be deemed to be one classification and cabling technicians
882 shall be laid off prior to more senior installation technicians. If a service
883 technician or systems technician is subject to layoff, he or she may elect to
884 "bump" into the installation classification provided the employee has more
885 seniority than the junior most cabling technician or installation technician
886 and has the present skill and ability to perform the work in question. If this
887 occurs, the junior most cabling technician/installation technician shall be
888 laid off. The bumping employee shall be paid at the top rate of the
889 installation technician job classification. Employees who elect to bump to a
890 lower job classification will be given the first opportunity to be placed back
891 in their former job title for twelve (12) months from the date of the downgrade
892 on a seniority basis.

893

894 Vacation and personal/sick pay for time earned but not taken will be paid to the laid off
895 employee at the time of layoff.

896

897 **RECALL**

898 Recall notices will be sent to employee's by Registered Mail, Return Receipt
899 Requested, to the employee's last known post office address. Recalls will be done on a
900 seniority basis with the most senior laid off person being recalled first.

901

902 Recall for employees being reinstated will be based on the Company's business needs.
903 The employee must return to work within 15 calendar days after notifying the Company
904 of their intent to return to work.

905

906 Employees recalled will be required to notify CC&N by Registered Mail, Return Receipt
907 Requested, within three (3) business days of receiving a Notice of Recall from Layoff of
908 their intent to return to work. It will be assumed that employees failing to respond
909 and/or return to work during these specified time frames are not interested in returning
910 and have voluntarily resigned from their position.

911

912 The employee's recall privileges will be in effect for 12 months from the date of their
913 layoff. Any individual rehired by the Company after the 12 months layoff will have to
914 work an additional 12 months to have their prior service restored.

915

916 **BENEFITS**

917

918 An opportunity to continue benefits coverage under the Company's employee benefit
919 plan will be given in accordance with COBRA.

920

921 Less than 18 months of service - Covered until end of month in which laid off. 18
922 additional months of coverage available under COBRA.

923

924 Over 18 months of service - Covered until end of month in which laid off. The Company
925 will provide one additional month of coverage. 17 additional months of coverage
926 available under COBRA.

927

928 **Layoff Lump Sum Payment**

929

930 Short term layoff = 30 hours pay for each year of service

931 Long term layoff = 40 hours pay for each year of service.

932 After ninety (90) days of layoff, employee is entitled to 50% of the lump sum payment.

933 After one hundred and eighty (180) days of layoff, employee is entitled to remaining
934 payment.

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ARTICLE 16

JURISDICTION OF WORK

The Company agrees that all of its work covered by the Agreement shall be done by members of the Communications Workers of America, AFL-CIO. No work covered by this Agreement shall be contracted if doing so would result in laying off or retard the re-employment of employees who have established and retain seniority under this Agreement.

The Company shall inform the Union of work being contracted out on a quarterly basis. The Company will meet with the Union periodically to review the work being contracted. The focus of such reviews shall be to afford the Union an opportunity to suggest ways in which the Company could, in the future, use Bargaining Unit members to perform the work being contracted.

ARTICLE 17

GRIEVANCE/ARBITRATION PROCEDURE

SECTION 1.

All grievances by employees shall be determined as provided in this Article. A grievance shall be defined as any controversy arising over the interpretation of or the adherence to the express written provisions of this Agreement. The following steps shall be utilized in resolving grievances.

STEP 1: The employee will informally discuss the grievance with the employee's immediate supervisor.

STEP 2: If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to the Company's Human Resources Department. The written grievance shall describe in detail the nature of the grievance being asserted, the section of the Contract allegedly violated, and the grievance must be received by the Company's Human Resources Department within twenty (20) working days after the date of the initial occurrence of the dispute which led to the filing of the written grievance. A grievance relating to pay shall be timely if received by the Company's Human Resources Department within twenty (20) working days after the pay day for the period during which the grievance occurred.

Within twelve (12) working days after submission of the written grievance to the Company, a meeting to consider the grievance shall be held among representatives of the Company and the Union.

Within twelve (12) working days following the Step 2 meeting, the Company shall submit a written reply to the grievance to the Union.

985
986 **STEP 3:** If the grievance is not resolved in Step 2, either party may refer the matter to
987 arbitration. Any demand for arbitration shall be in writing and must be received by the
988 other party within ten (10) working days following receipt by the Union of the Company's
989 written reply to the grievance.

990
991 The arbitration request shall be referred to a Board of Arbitration, or Federal Mediation
992 Conciliation Service, composed of one (1) representative of the Union, one (1)
993 representative of the Company, and a third neutral member to be selected by the first
994 two. In the event that the first two cannot agree upon the third neutral member within an
995 additional five (5) days, such third neutral member shall be selected from a list of seven
996 (7) neutral arbitrators to be submitted by the Wisconsin Employment Relations
997 Commission.

998
999 **SECTION 2.**

1000
1001 The Board of Arbitration shall conduct a hearing and shall decide the grievance. The
1002 Board of Arbitration shall have the limited power to only interpret and apply the express
1003 written provisions of this Agreement. The Board of Arbitration shall not have power to
1004 amend, delete, add to or modify the provisions of this Agreement.

1005
1006 **SECTION 3.**

1007
1008 A majority decision of the Board of Arbitration will be final and binding upon the Union,
1009 the Company and the employee. The decision shall be made within thirty (30) calendar
1010 days following the close of the hearing. The fees and expenses of the neutral arbitrator
1011 shall be divided equally between the Company and the Union. The fees and expenses
1012 of the arbitrators appointed by the respective parties shall be borne by that party.

1013
1014 **SECTION 4.**

1015
1016 The time limitation set forth in this Article relating to the time for filing a grievance and
1017 the demand for arbitration shall be mandatory. Failure to follow said time limitation shall
1018 result in the grievance being waived, barred and forfeited and shall not be submitted to
1019 arbitration. The time limitations provided herein may be extended by mutual written
1020 agreement of the Company and the Union.

1021
1022 **SECTION 5.**

1023 The Company will compensate one (1) Union Representative (CC&N employee) at each
1024 step of the Grievance Procedure for time spent processing grievances.

1025
1026

1027 **ARTICLE 18**

1028
1029 **DISCIPLINE OR DISCHARGE**

1030
1031 **SECTION 1.**

1032 Except for the probationary period, no employee covered by this Agreement shall be
1033 suspended, demoted or discharged except for just cause, with proper documentation
1034 provided by C,C&N. No employee shall be demoted from one classification to
1035 another without 60 days notice and just cause. A demoted employee will be "red
1036 circled" at their then current rate of pay until such time as the top rate of their new
1037 title meets or exceeds their red circled rate (any employee demoted on or before
1038 2/26/2010 will not be red circled, and will continue to receive the negotiated wage
1039 increases. However, during the employee's probationary period, an employee may be
1040 disciplined, demoted or discharged with or without just cause at the sole discretion of
1041 the Employer. The probationary period will consist of ONE HUNDRED AND EIGHTY
1042 DAYS (180 DAYS).

1043
1044 **SECTION 2.**

1045 The question of whether "just cause" exists shall be subject to the grievance and
1046 arbitration procedure provided herein.

1047
1048 **ARTICLE 19**

1049
1050 **NO STRIKE - NO LOCKOUT**

1051 The Union agrees that so long as this agreement is in effect, there will be no strike or
1052 walkout by employees. The employer agrees as long as this agreement is in effect,
1053 there will be no lockout.

1054
1055
1056 **ARTICLE 20**

1057
1058 **TOOLS**

1059 Employees will be required to provide required tools as listed in Exhibit 1 of this
1060 agreement.

1061
1062
1063
1064 **ARTICLE 21**

1065
1066 **RESPONSIBLE COMPANY-UNION RELATIONSHIP**

1067 The Company and the Union recognize that it is in the best interests of both Parties, the
1068 employees and the public that all dealings between them be, and continue to be,
1069 characterized by mutual responsibility and respect.

ARTICLE 22

DURATION OF AGREEMENT

SECTION 1.

This agreement shall be effective as of June 1, 2019 and for an initial period of 1 year to and including May 31, 2020, and shall continue in effect thereafter until terminated by written notice given by either party expressly stating its intention to terminate this Agreement, in which case it shall terminate sixty (60) days following receipt of such notice. Within thirty (30) days of the receipt of such notice to terminate this Agreement, the Union and the Company shall commence collective bargaining with respect to the new Agreement.

SECTION 2.

In addition to the right of either party to terminate the Agreement as specified above, either party may, not earlier than sixty (60) days prior to the end of the initial period, request in writing, negotiations or modifications or amendments to this Agreement. If such written request is made (and the other party has not terminated the Agreement) the parties shall negotiate on modifications and amendments as proposed by either party and this Agreement will continue in effect unless replaced by a new or amended Agreement or until terminated by either party giving sixty (60) days written notice of termination to the other party.

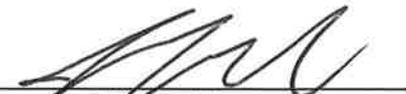
This Agreement is entered into this ^{24th} day of: June 2019

FOR THE UNION:

FOR THE COMPANY:


George R. Walls
President CWA Local 4603


Christine Adee
Bargaining Committee


Jesse Glodoski
Union Steward

Date: 6-24-19

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EXHIBIT 1

TECHNICIAN TOOL LIST

The following "Technician Tool Lists" will be a requirement to all technicians in each of their respective category.

CABLE INSTALLER TOOL LIST

- Wire cutters(Diagonal)
- Long nosed pliers
- Slotted screwdrivers (3)
- Utility knife
- Torpedo level
- Flashlight
- Work shoes/steel toe boots that meet ANSI requirement of 50 or greater *(where required)*
- Gloves*
- Ladder*
- Cable Stand*
- Punch Tool (to be supplied by Company)
- Spudger *
- Cable stripper *
- Slip joint pliers
- Phillips Screwdrivers (3)
- Drywall saw
- Hole saw (hand drywall)
- Hammer
- Tool Pouch, or case
- Tape measure
- Hard Hat *
- Hacksaw
- Safety Glasses **

Tools required for a cable installer must be obtained within the first 60 days of employment. Company will provide an option for employees to purchase the Cable Installer tool kit from the Company

Note: Items marked with an asterisk (*) will be supplied by CC&N Inc. (**) Safety Glasses will be provided by CC&N Inc. CC&N Inc. will contribute 50% or up to \$100.00 co-pay for the purchase of prescription safety glasses.

INSTALLATION TECHNICIAN TOOL LIST

In addition to the Cable Installer Tool List, the following tools are required for all Installation Technicians. The tools listed below are minimum requirement for the technician position and should be acquired before first annual review.

- Cable Cutters
- Wire Pic, spudger
- Allen wrench set
 - 50' Fish Tape
- Tone and trace set
- Hacksaw
- Cable tester (Mod tap or better) *
- Socket Set 3/8" drive, 1/4" to 3/4" SAE
- Adjustable Wrench
 - Cordless Hand drill
- Punch tool w/110 and 66 blades
- 50' Extension Cord*

- 1167 ●110/66 Adapters for tester
- 1168 ●Touchtone ("Butt") Test set *
- 1169 ●Hammer drill *
- 1170 ●Scissor/Knife set

1171

1172 Note: Items marked with an asterisk (*) are items which CC&N Inc. Will contribute 50%

1173 or up to \$100.00 co-pay for the purchase of new items, whichever is less.

1174 **SYSTEM TECHNICIAN TOOL LIST**

1175

1176 In addition to the Cable Installer and Installation Technician list (after reaching the

1177 System Technician Status) the following tools will apply:

- 1178
- 1179 ●Volt/ohm meter
- 1180 ●Modular plug crimper

1181

1182

1183 **Note: Items marked with an asterisk are items which CC&N will contribute 50%,**

1184 **or up to \$100.00 co-pay for the purchase of new items.**

1185

1186 After one (1) year of employment all technicians are eligible for a \$250.00 annual tool

1187 allowance in addition to the specific co-pays. Any unused portion of the Annual Tool

1188 Allowance may be rolled over into the next calendar year but must be used no later than

1189 June 1st. Employees will be provided quarterly updates on how much money they have

1190 remaining in their tool allowance. The technician must submit proof of purchase to

1191 receive reimbursement and must have all required tools for their respective category.

1192 CC&N reserves the right to inspect replacement tools. Employees will not be required

1193 to turn in old tools.

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EXHIBIT 2

PAYROLL DEDUCTION CARD

Employee Authorization For Payroll Deduction Of Union Dues And Initiation Fee For CWA

4603

(Last Name) _____ (First Name) _____ (Dept.) _____ (Local No.) _____ (Social Security Number) _____

(Work Locality) _____ (City or Town) _____ (State) _____ (Zip Code) _____

Beginning in _____ (Month) _____ (Year) I hereby authorize _____ (Employer) _____ to deduct from the compensation (including disability benefits or vacation payments) due me once an amount equal to the initiation fee certified in writing to the Company by the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent, and each month an amount equal to regular monthly Union dues, certified in writing to the Company by the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent. Each amount so deducted shall be remitted to the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period.

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. This authorization shall continue in effect until canceled by written notice signed by me and individually sent to the Company and to the Union. This cancellation of authorization must be postmarked during the fourteen (14) day period prior to each anniversary date of the current or any subsequent Collective Bargaining Agreement, or during the fourteen (14) day period prior to the termination of the current or any subsequent Collective Bargaining Agreement.

(Date) (Signature of Employee Authorizing Deduction)

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.

COMPANY COPY

(tear at perf)

MEMBERSHIP APPLICATION

NAME _____ SOCIAL SECURITY NO. _____
(Please Print)

ADDRESS _____ (Street) _____ (City and State) _____ (Zip Code) _____

I hereby request and accept membership in the COMMUNICATIONS WORKERS OF AMERICA and when accepted by the Local, agree to be bound by the Constitution of the Union and Amendments thereto and Rules and Regulations now in effect or subsequently enacted by the Union and/or the Local to which I am assigned.

Date _____ Signature _____
Local _____ Company Name _____
Benefit Date _____ Work Location _____
Voting Section _____ Department _____
Initiation Fee \$ _____ Representative _____

___ Accepted ___ Rejected ___ Registered Voter

DIST #: _____ AUTHORIZING SIGNATURE _____

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.

LOCAL COPY

(tear at perf)

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EXHIBIT 3

CC&N BENEFIT PLAN DESIGN

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Health

See attached chart of plan options at end of contract document.

Dental – same cost share

PPO High Option

In-Network: \$25 deductible; 100% Preventive (not subject to deductible); \$1,000 Annual Max. Orthodontia with \$1,000 lifetime max; 100% Basic Restorative, 80% Major Restorative.

Out-of-Network: \$50 deductible; 100% Preventive (not subject to deductible); \$1,000 Annual Max; 80% Basic Restorative; 50% Major Restorative.

PPO Low Option

In-Network: \$25 deductible; 100% Preventive (not subject to deductible); \$500 Annual Max; 80% Basic Restorative, 50% Major Restorative.

Out-of-Network: \$50 deductible; 80% Preventive (not subject to deductible); \$500 Annual Max; 60% Basic Restorative, 40% Major Restorative.

Vision – voluntary plan

Exam and Materials

Participating Providers: Exam Paid in full; Frames up to \$102 retail value; Lenses paid in full; contact lenses (in lieu of glasses) up to \$100 retail value.

Non-Participating Providers: Exam up to \$30 retail value; Frames up to \$45 retail value; Lenses (single up to \$25 retail value, bifocal up to \$35 retail value, trifocal up to \$45 retail value, lenticular up to \$80 value); contact lenses (in lieu of glasses) up to \$80 retail value.

Materials Only

Participating Providers: Frames up to \$102 retail value; Lenses paid in full; contact lenses (in lieu of glasses) up to \$100 retail value.

Non-Participating Providers: Frames up to \$45 retail value; Lenses (single up to \$25 retail value, bifocal up to \$35 retail value, trifocal up to \$45 retail value, lenticular up to \$80 value); contact lenses (in lieu of glasses) up to \$80 retail value.

Life & AD&D

CC&N provides \$25,000 in Employee group term life and AD&D Insurance.

Option for the purchase of additional voluntary life insurance will be provided at the employee's expense.

An election for voluntary dependent life insurance may be made for a spouse and/or for a child at the employee's expense.

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Disability

Short Term Disability

CC&N provides a company-paid base benefit of 60% of weekly salary up to \$1,000 per week.

Long Term Disability

CC&N provides a company-paid base benefit of 60% of weekly salary up to \$6,000 per month (non-taxed benefit).

Flexible Spending Account

Employees have the option to contribute to flexible spending accounts at the following levels:

| | |
|---|---------------|
| Health Care Flexible Spending Account: | Up to \$2,500 |
| Dependent Care Flexible Spending Account: | Up to \$5,000 |

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EXHIBIT 3

CC&N _ CWA 2019 contract EXHIBIT 3

| <u>PPO - In Network</u> | <u>PPO - 2019</u> | <u>PPO - 2020</u> |
|-------------------------------------|--------------------------|--------------------------|
| 80/20 Plan | 80/20 Plan | 80/20 Plan |
| Individual Deductible | \$1,100 | \$1,100 |
| Family Deductible | \$2,200 | \$2,200 |
| Max OOP Individual | \$2,600 | \$2,600 |
| Max OOP Family | \$5,200 | \$5,200 |
| PCP Office Visit | \$35 | \$35 |
| Specialist Visit | \$50 | \$50 |
| ER | \$150 | \$150 |
| Retail RX | 25/50/75 | 25/50/75 |
| Mail Order Rx | 50/100/150 | 50/100/150 |
| Spousal surcharge | \$100 / mo | \$150 / mo |
| | | |
| <u>HSA-1 2019 In Network</u> | <u>HSA-1 2019</u> | <u>HSA-1 2020</u> |
| 80/20 Plan | 80/20 Plan | 80/20 Plan |
| Individual Deductible | \$1,500 | \$1,500 |
| Family Deductible | \$3,000 | \$3,000 |
| Max OOP Individual | \$3,450 | \$3,450 |
| Max OOP Family | \$7,000 | \$7,000 |
| Retail RX | * | * |
| Mail Order Rx | * | * |
| Spousal surcharge | \$100 / mo | \$150 / mo |
| * Subject to deductible | | |
| | | |
| <u>HSA-2 2019 In Network</u> | <u>HSA-2 2019</u> | <u>HSA-2 2020</u> |
| 80/20 Plan | 80/20 Plan | 80/20 Plan |
| Individual Deductible | \$2,500 | \$2,500 |
| Family Deductible | \$5,000 | \$5,000 |
| Max OOP Individual | \$5,300 | \$5,300 |
| Max OOP Family | \$10,800 | \$10,800 |
| Retail RX | * | * |
| Mail Order Rx | * | * |
| HSA-2 Employer Contribution | 500/1000 | 500/1000 |
| Spousal surcharge | \$100 / mo | \$150 / mo |
| * Subject to deductible | | |

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EXHIBIT 3

| Percentage of Plan Cost Employees Contributes | | | |
|--|-----------------|---------------------|---------------------|
| | 2019/2020 | | |
| PPO | Wellness | Non Wellness | Non Wellness |
| Employee % | 23% | 29% | 29% |
| Employee + Spouse % | 23% | 29% | 29% |
| Employee + Child(ren) % | 23% | 29% | 29% |
| Family % | 23% | 29% | 29% |
| | | | |
| | 2019/2020 | | |
| HSA 1 | Wellness | Non Wellness | Non Wellness |
| Employee % | 11% | 17% | 17% |
| Employee + Spouse % | 11% | 17% | 17% |
| Employee + Child(ren) % | 11% | 17% | 17% |
| Family % | 11% | 17% | 17% |
| | | | |
| | 2019/2020 | | |
| HSA 2 | Wellness | Non Wellness | Non Wellness |
| Employee % | 6% | 13% | 13% |
| Employee + Spouse % | 6% | 13% | 13% |
| Employee + Child(ren) % | 6% | 13% | 13% |
| Family % | 6% | 13% | 13% |

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1306 **EXHIBIT 4**

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1308 **MEMORANDUM OF AGREEMENT**

1309
1310 **DRUG TESTING/BACKGROUND CHECKS**

1311
1312 **Section I. Purpose of the Policy**

1313
1314 To provide CC&N (“the Company”) with a positive and comprehensive approach to the
1315 resolution of workplace issues resulting from illegal drug and alcohol use. The ultimate
1316 goal of this procedure is to balance individual privacy with the need to maintain a safe,
1317 productive and drug/alcohol free environment.

1318
1319 **Section II. Policy**

1320
1321 The use, sale, transfer, purchase, or possession of alcohol or any controlled or illegal
1322 substance (defined by the government’s list of controlled substances, except as
1323 prescribed by a medical provider) while on the job, or on Company property, or on the
1324 property of a customer, or operating a motor vehicle, equipment, or machines on
1325 working time is prohibited and is cause for disciplinary action. Unopened alcohol
1326 containers in a personal vehicle will not be considered a violation of this policy.
1327 Employees who are under the influence of any controlled or illegal substance or alcohol
1328 have the potential for interfering with their own as well as their co-workers’ safe and
1329 efficient job performance. Consistent with existing Company practices, such conditions
1330 may result in disciplinary action. This policy is not intended to prohibit the lawful use of
1331 medications prescribed for treatment by a licensed medical provider.

1332
1333 The Company will conduct drug/alcohol testing as described below.

1334
1335 **Section III. Reasonable Suspicion and Post Accident Testing**

1336
1337 **Reasonable Suspicion Testing**

1338
1339 Employees may be requested or required to undergo drug and alcohol testing if
1340 the Company has a reasonable suspicion, determined by a totality of the
1341 circumstances, that:

- 1342
1343 1. The employee is under the influence of illegal drugs or alcohol by virtue of
1344 being clearly and visibly impaired as verified by two company observers
1345 and, if available, a union representative. Employees who are suspected of
1346 having illegal drugs or alcohol in their system will be escorted to a medical
1347 clinic by a Company representative, and when available, a Union
1348 representative.
1349
1350 2. The employee has violated the Company’s drug and alcohol policy.
1351

1352 Post Accident Testing

1353
1354 A test may be required where the employee has sustained a work related injury
1355 resulting in lost time beyond initial medical treatment or is involved in a property
1356 damage accident while on paid Company time involving more than \$1,000.00 to
1357 Company, public or private property. This also includes accidents in a Company
1358 vehicle at any time with damage exceeding \$1,800.

1359
1360

1361 **Section IV. Rights of Collective Bargaining Representative**

1362
1363 The Company will notify the Union of all employees required to test. Upon the
1364 employee's request, the Company will notify the Union of the results of, or refusal to
1365 test, and provide the Union with all other information acquired in the investigation and
1366 conclusions drawn from and actions taken based on the results or other acquired
1367 information.

1368

1369 **Section V. Rights of Employees**

1370

1371 The following employee rights apply to testing conducted under either Section III or
1372 Section IV above.

1373

1374 1. Right to Refuse Testing. Employees have the right to refuse to undergo
1375 drug and alcohol testing. The consequence for refusal to test for a
1376 violation of this policy as outlined in Section II will be the same as if the
1377 employee had a confirmed, positive test result. An employee may freely
1378 decline voluntary testing as part of the requirements set forth in Section VI
1379 without penalty.

1380

1381 2. Certain Limits on Discipline. An employee may not be disciplined,
1382 discriminated against, or requested or required to undergo rehabilitation
1383 on the basis of a positive test result from an initial screening test that has
1384 not been verified by a confirmatory test. Further, an employee may not be
1385 disciplined on the basis of a confirmed positive test result except as
1386 follows:

1387

1388 (a) If the confirmed positive test result for violation of this policy was
1389 not the first confirmed positive result for the employee on a test
1390 requested by the Company, the employee may be subject to
1391 discipline up to and including termination. Mitigating circumstances
1392 will be taken into account.

1393

1394 (b) If the confirmed positive result was the employee's first on a test
1395 required by the Company, he/she will be given an opportunity to
1396 participate in, the Company's EAP program.

1397

1398 3. Notice of Results/Opportunity for Response. Within three working days

- 1399 after the Company receives a test result from the testing laboratory, the
1400 employee will be informed in writing of:
1401
- 1402 (a) All results on any initial screening test or confirmatory test, and
1403 confirmatory retest.
1404
 - 1405 (b) His/her right to request and receive a copy of the test result report.
1406
 - 1407 (c) His/her right, within three (3) working days of receiving the result, to
1408 submit information to explain a positive test result. All confirmed
1409 positive test results will receive a professional medical review.
1410
 - 1411 (d) His/her right to request a confirmatory retest of the original sample
1412 at the employer's expense (not to exceed \$100) by another certified
1413 or accredited laboratory by stating his/her written intent to do so
1414 within five (5) working days of the receiving notice of the
1415 confirmatory test result. The Company must notify the original
1416 testing laboratory within three working days of receipt of such
1417 notice from the employee of a requested confirmatory retest, and
1418 advise the laboratory to conduct the test or transfer the sample to
1419 another certified laboratory that the person tested has designated
1420 to do the confirmatory retest. If the confirmatory retest does not
1421 confirm the original positive test result, no adverse personnel action
1422 based on the original confirmatory test may be taken against the
1423 employee, and the Employer will pay for the cost of the
1424 confirmatory retest.
1425
- 1426 4. Qualifications of Testing Laboratory. Drug tests will be performed by a
1427 laboratory that is certified by the National Institute on Drug Abuse ("NIDA")
1428 and performs testing procedures in compliance with NIDA guidelines.
1429 Blood alcohol tests will be performed by a laboratory accredited by the
1430 College of American Pathologists ("CAPS").
1431
- 1432 5. Chain of Custody. Strict chain of custody will be used to ensure the
1433 integrity of each specimen. The process will ensure individual privacy
1434 during the collection process and confidentiality of test results.
1435
- 1436 6. Employee Assistance. The Company Employee Assistance Program
1437 ("EAP") is available to provide confidential counseling (with a Master's
1438 Level Counselor) and referral services to employees for assistance with
1439 such problems as drug and/or alcohol abuse or addiction. Any employee
1440 interested in utilizing the EAP (provided through Aurora) for counseling or
1441 referrals can contact the Aurora EAP directly at 1-800-236-3231.
1442 Employees with CC&N medical insurance seeking more specialized
1443 treatment can find a provider by calling 1-877-559-2955 or logging onto
1444 www.umar.com and clicking on "find a provider."
1445

1446 **Section VI. Testing Policy And Background Checks Applicable to Customer**
1447 **Requirements**

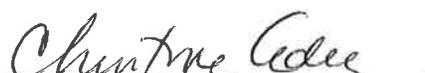
1448
1449 Employees who desire to work on a project for a customer that requires testing
1450 for drugs and alcohol as a condition of awarding the work to the Company will
1451 agree to comply with the customer's requirements, subject to the following
1452 conditions and safeguards:

- 1453
- 1454 (a) On such jobs, the Company will first ask employees whom it
1455 believes have the necessary skills and abilities to do the work.
1456
 - 1457 (b) Any employee may freely decline the request to work on the job.
1458
 - 1459 (c) If not enough employees voluntarily agree to work on the job, the
1460 Company may designate employees in inverse order of seniority. If
1461 a designated employee refuses to be drug tested, the Company will
1462 attempt to find other work for the employee. Should the employee
1463 refuse the work assignment, the employee will be sent home
1464 without pay.
1465
 - 1466 (d) Drug tests will be conducted by a laboratory that is certified to
1467 perform such testing.
1468
 - 1469 (e) Drug testing under this subsection is voluntary and will not be used
1470 for disciplinary action regardless of test results.
1471
 - 1472 (f) The Company will pay the costs associated with drug testing and
1473 conducting background checks.
1474
 - 1475 (g) Employees will be made aware of when background checks are
1476 being done on them, and will be advised of the results in a timely
1477 manner by the company.
1478

1479 FOR THE UNION:

1480
1481 
1482 _____
1483 George R. Walls
1484 President CWA Local 4603
1485

FOR THE COMPANY:

1486
1487 
1488 _____
1489 Christine Adee
1490 Bargaining Committee
1491

1488
1489 Date: 6-24-19
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EXHIBIT 5

MEMORANDUM OF AGREEMENT

PERFORMANCE REVIEWS

It was discussed and agreed in the Parties 2001 Collective Bargaining session that it is the Employer's intent to complete employee Performance Reviews on or before the employee's anniversary date.

FOR THE UNION:



George R. Walls
President CWA Local 4603

FOR THE COMPANY:



Christine Adee
Bargaining Committee

Date: 6-24-19

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EXHIBIT 6

MEMORANDUM OF AGREEMENT

NEW EMPLOYEE ORIENTATION

It was discussed and agreed during the Parties 2004 Collective Bargaining session, that the Company will provide thirty (30) paid minutes for new employee orientation conducted by a Union Representative as needed within a reasonable time period .

FOR THE UNION:



George R. Walls
President CWA Local 4603

FOR THE COMPANY:



Christine Adee
Bargaining Committee

Date: 6-24-19

EXHIBIT 7

MEMORANDUM OF AGREEMENT

CLOTHING ALLOWANCE

CC&N Field Technicians will adhere to the following appearance guidelines.

- Normally technicians will wear CC&N shirts bearing the Company logo.
- On occasion employees may wear a shirt bearing the CWA logo.
- Employees may be excused from adhering to this policy at the discretion of the manager.

The Company will provide an annual clothing allowance of \$250.00, for the purchase of CC&N shirts and pants from a supplier designated by CC&N. All company clothing must be purchased via company catalog.

The tool & clothing allowance will be combined for a total of \$500.00 annually on the 1st of the calendar year after reaching 3 years of service to purchase tools or clothing. Once you have met the required 3 years of service and the Technicians allowance has been combined, the Technician is required to purchase a minimum of 3 CC&N logo'd shirts per year. Only combined allowances must be used by 12/31 of each calendar year or forfeited.

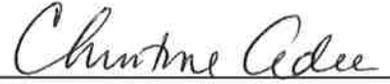
Future Company shirts will bear both the CC&N and CWA Logo's. The cost of adding the CWA logo will be incorporated into the cost of the shirt.

FOR THE UNION:

FOR THE COMPANY:



 George R. Walls
 President CWA Local 4603



 Christine Adee
 Bargaining Committee

Date: 6-24-19

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EXHIBIT 8

MEMORANDUM OF AGREEMENT

TRAINING

The parties agree to meet at least semi-annually to discuss joint training initiative's and other issues related to training.

Some of the issues to be discussed will include the following items.

- How employees are selected for training and fairly distribute to all technicians.
- Expanding Certification training and educational programs available to all employees.
- The possibility of establishing a training progression for each job title.
- Establishing minimum training requirements for each job title.

FOR THE UNION:

FOR THE COMPANY:


George R. Walls
President CWA Local 4603


Christine Adee
Bargaining Committee

Date: 6-24-19

EXHIBIT 9

MEMORANDUM OF AGREEMENT

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The employer agrees to deduct and transmit to CWA COPE, \$ _____ per pay period, from the wages of those employees who voluntarily authorize such contributions on the forms provided for the purpose by CWA Local 4603. Those transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

FOR THE UNION:

FOR THE COMPANY:



George R. Walls
President CWA Local 4603



Christine Adee
Bargaining Committee

Date: 6-24-19

MEMORANDUM OF AGREEMENT

MOONLIGHTING

The Employer and Union agree that employees shall not engage in competitive work with the employer either through self-employment or on behalf of a competitor while on the active payroll. Competitive work is defined as work normally and customarily performed by the Employer for the type of customer it typically services. Such work excludes small projects for family, friends and charity. Where such work involves projects outside of those excluded above, the employee should seek permission from the Employer in consultation with the Union.

FOR THE UNION:

FOR THE COMPANY:


George R. Walls
President CWA Local 4603


Christine Adey
Bargaining Committee

Date: 6-24-19

EXHIBIT 11

MEMORANDUM OF AGREEMENT

PARTS DELIVERY

The Employer and Union agree that parts delivery to the job site is bargaining unit work. The Employer agrees that if there is sufficient parts delivery and staging of material work to justify a full-time position or part-time position of more than 20 hours per week, it will post same as a bargaining unit position.

FOR THE UNION:

FOR THE COMPANY:

George R. Walls

George R. Walls
President CWA Local 4603

Christine Adee

Christine Adee
Bargaining Committee

Date: 6-24-19

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MEMORANDUM OF AGREEMENT
Drug Testing or Background Checks

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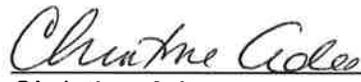
If an issue arises with a customer of the Company during the contract term regarding drug testing or background checks, the parties agree to meet and discuss resolutions to the issue.

FOR THE UNION:



George R. Walls
President CWA Local 4603

FOR THE COMPANY:



Christine Adee
Bargaining Committee

Date: 6-24-19

EXHIBIT 13
MEMORANDUM OF AGREEMENT
Service Areas for Article 15 Layoffs and Recalls

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SEE following PAGE 46

FOR THE UNION:


George R. Walls
President CWA Local 4603

FOR THE COMPANY:


Christine Adee
Bargaining Committee

Date: 6-24-19

EXHIBIT 14
MEMORANDUM OF AGREEMENT
LVCT Training Memorandum

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CC&N is working with the Gateway Technical College in Sturtevant to offer a 2-year Certified Technician Training Program based out of Service Area 1. The purpose of the program is to train new technicians with the skills necessary to progress from cable technician to Installation technician.

Participation in the program will be voluntary and managed by CC&N. The first-year program will be offered to cable technicians in their second year of employment at CC&N. The second-year program will be offered to those completing the first-year program. A cable technician that would like to participate in the program but who missed the opportunity in their second year of employment, could enroll after company approval and based on class availability.

The classes are 12 weeks in length, occurring on Fridays weekly, starting in January each year and ending in April.

The first-year program will start in January 2018. Technicians attending the classes will be scheduled to work Monday through Thursday, 10 hours per day performing their normal work assignments during the 12 weeks of classes.

Starting in January 2019, there will be two classes - first year and second year. The participants in the first-year program will be working 10-hour days on Monday, Tuesday, Wednesday and Friday; attending class on Thursday. Participants attending the second-year program will work 10-hour days Monday through Thursday attending class on Friday.

Technicians will be paid at their straight time rate for the 8 hours to attend classes. Travel time to and from the classes will be paid per the Collective Bargaining Agreement.

The employee is responsible to pay for the tuition costs to attend the class. The estimated cost of tuition is \$4,000.00 for the entire two-year program. If requested, the Company will make the initial payment for tuition and the employee can reimburse the company for the tuition through payroll deductions over a period of up to 24 pay periods. Payroll deduction will begin on the second paycheck the employee receives after beginning the program.

Employees permanently laid off by the company will not be required to pay back tuition. Employees on Temporary Layoff will not have to make reimbursement payments until they return to work.

The Company will attempt to accommodate an employee that goes on disability, in the case no accommodation can be made employees will be required to pay back 50% of

1890 the remaining tuition cost for that semester.

1891

1892 Due to the requirements of the technical college, to receive the certificate of completion
1893 the technician must attend all classes as scheduled by the technical college.

1894 In case of incidental illness, accident or other unforeseen absence, the company will try
1895 to accommodate the request for time off. More than 2 absences will disqualify the
1896 technician from the program.

1897

1898 If the technician's employment is terminated for just cause and the company paid the
1899 class tuition, the technician must reimburse the company for any remaining unpaid
1900 tuition. Similar, if the technician decides to stop attending the classes for any reason
1901 and the company had paid the class tuition, the technician must reimburse the company
1902 for any remaining unpaid tuition.

1903

1904 Upon successful completion of the program the technician will receive a Low Voltage
1905 Certification Technician (LVCT).

1906

1907 The Company and the Union will discuss and negotiate to agreement on all issues that
1908 come up that are not covered by this Agreement.

1909

1910 In the event BISCO certification is dropped from the program the parties agree to meet
1911 and negotiate adjustments to tuition, timeline and program content.

1912

1913 Employees participating in the program must sign an acknowledgement form agreeing
1914 to the terms and conditions of this program.

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1916

1917 FOR THE UNION:

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1920 George R. Walls
1921 President CWA Local 4603

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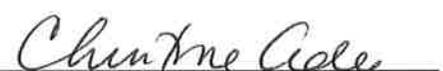
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1926 Date: 6-24-19

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FOR THE COMPANY:



Christine Ade
Bargaining Committee