

# **COLLECTIVE BARGAINING AGREEMENT**

# **CWA**

## **COMMUNICATIONS WORKERS OF AMERICA**

## **LOCAL 9415**

## **BETWEEN**



**October 1, 2018**

**THROUGH**

**October 1, 2022**

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## **ARTICLE 1. PREAMBLE**

- (A) This contract is made and entered into between the Communications Workers of America and E-3 Systems.
- (B) The term "Company" as hereinafter used shall mean E-3 Systems. The term "Union" as hereinafter used, shall mean the Communications Workers of America, AFL-CIO. The term "Employee" as hereinafter used shall mean the person or persons performing work under the terms of this Agreement.

## **ARTICLE 2. RECOGNITION**

- (A) The Company recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours of employment, and other terms and conditions of employment for all designated technical employees in California, Nevada, and Hawaii, excluding administration, sales and marketing and those employees excluded by law.
- (B) All bargaining unit work will be performed by CWA represented employees.

## **ARTICLE 3. SECURITY**

- (A) Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this Contract. For purpose of this Section, "employee" shall mean any person entering into the bargaining unit.
- (B) Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.
- (C) The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following the employee's return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Employer and leaves of absence or temporary lay-off of more than one-month duration.
- (D) The Company shall forward to the Union copies of the Union dues payroll deduction authorization and membership application for all new employees.

## **ARTICLE 4. CWA EMPLOYMENT CENTER**

It is understood and agreed between the Company and the Union that in order to enhance efficiency, to provide an orderly procedure for referral of applicants for employment, and to

preserve and protect the legitimate interests of employees in their employment, that if the Company requires the services of an applicant within the bargaining unit covered by this Agreement, the Company may, but is not required to, request the Communications Workers of America, Employment Center Dispatch Office or the Communications Worker of America Training Center provide such applicants pursuant to its hiring and dispatching procedures. The CWA Employment Center Dispatch Office and the CWA Training Center reserve the right not to refer applicants.

#### **ARTICLE 5. PROPERTY RIGHTS**

Except as required by the contract between the Union and the Company, the Company agrees not to use for its own purpose directly or indirectly or to disclose to others proprietary information obtained in conjunction with the Company's relationship with the CWA Employment Center including but not limited to Company database information consisting of name, address, rates of pay, job title and skills.

#### **ARTICLE 6. RESPONSIBLE UNION-COMPANY RELATIONSHIP**

The Company and the 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 this relationship continues and improves the Company and the Union and their respective representatives at all levels will apply the terms of this Contract fairly in accordance with its intent and meaning and consistent with the Union's status as 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 7. COMMITMENT TO QUALITY**

The Company is committed to making customer satisfaction our first priority. To do this, we will strive to understand fully our customers' needs and expectations so we can meet or exceed them. To ensure our customers' total satisfaction, each employee will be provided the opportunity and must have the individual commitment to participate in the improvement of our services. Such opportunities for involvement in this process will occur from the daily application of quality principles on the job, starting with basic quality skills, tools, and teamwork. We are all responsible to each other for assuring that we provide quality service to our customers and enhance our competitive position. All practices and procedures must support this policy. Our commitment to total quality and the improvement of customer satisfaction is a never-ending journey to ensure success. Customer loyalty is our greatest source of employment security.

#### **ARTICLE 8. NON-DISCRIMINATION**

In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, citizenship status, sex, sexual preference, age, national origin, marital status or because such employee is a qualified individual with a disability, a disabled veteran or veteran of the Vietnam era.

#### **ARTICLE 9. HEALTH AND SAFETY**

No employee shall be required to work in an area that may be hazardous to his/her health or safety. Disputes shall be resolved by a joint committee and/or Article 11.

**ARTICLE 10. AUTHORIZED UNION REPRESENTATIVE**

The Union will notify the Company in writing of the authorized Union representatives. The authorized Union representative shall accompany the Company representative to a jobsite when the Union so requests with reasonable notice.

**ARTICLE 11. DISPUTE – GRIEVANCE AND ARBITRATION**

There shall be no strike or work stoppage except as may be provided herein, or lockout of employees during the term of this Agreement. It shall not be a violation of this agreement for employees to honor a picket line sanctioned by the appropriate AFL-CIO Labor Council. Should either the Union or the Company believe that there has been violation of any of the provisions of this Agreement, the parties shall meet at a mutually agreeable time and place in an effort to resolve the dispute.

There shall be a one-step grievance procedure between the Local President or designee and E-3 Systems. A formal grievance will be issued to the Company within sixty (60) days following the occurrence of the action, which gave cause to the grievance. Every effort shall be made by both parties to consider and settle grievances as soon as possible.

Local's statement of grievance will include:

- A. View of the facts and circumstances
- B. Demand for settlement

Company's statement of grievance:

- A. View of the facts and circumstances
- B. Management's position on the Union's demand

A copy of the above statements shall be exchanged.

If the dispute is not voluntarily resolved, arbitration may be requested. The arbitrator shall be selected from a list provided by the American Arbitration Association or the Federal Mediation and Conciliation Service (F.M.C.S.). The arbitrator's decision shall be final and binding upon the parties. The Union and Company will bear equal costs for said arbitration. The arbitrator shall have no authority to alter, amend or modify any provisions of this Agreement.

**ARTICLE 12. DISCIPLINE AND DISCHARGE**

All employees are subject to the policies and regulations of the Company. The Company shall have the right to discipline and discharge employees only for just cause consistent with such policies and regulations. Any change in the existing work rules will be negotiated with the Union. Such disciplinary action may be the subject of a grievance under Article 11 of this Agreement.

(B) All disputes shall be resolved by a joint committee or Article 11.

**ARTICLE 13. MANAGEMENT'S RIGHTS**

The Union recognizes that the Company is responsible to direct the work required. The Company shall, therefore, have no restriction except those specifically provided for in the Agreement, in planning, directing and controlling the operation of all work, in deciding the numbers of Employees to properly perform this work, in hiring and laying off employees, in

transferring employees from job-to-job, in requiring all employees to observe the Company's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging or otherwise disciplining employees for proper cause.

#### **ARTICLE 14. INTRODUCTORY PERIOD**

- (A) All employees shall serve a ninety (90) days introductory period. The discipline or discharge of an introductory employee shall not be subject to the arbitration provisions of this Agreement provided, however, such action is not inconsistent with or in violation of Local, County, State or Federal Law or regulations established to govern or protect worker's rights and/or employer's activities.
- (B) The 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 whether the new position meets their expectations.
- (C) The Company shall use this period to evaluate employee capabilities, work habits, and overall performance.

#### **ARTICLE 15. EMPLOYMENT NOT GUARANTEED**

No provision of this contract shall constitute a guarantee of employment or continuity of employment except as qualified by this agreement.

#### **ARTICLE 16. LAWFUL PICKET LINE**

No employee shall be subject to discipline for refusing to cross a lawful picket line that has been authorized or recognized by the Union.

#### **ARTICLE 17. WAGES**

- (A) Wages paid to employees shall be based on the classification of the work to be performed in accordance with Appendix 1 schedules, as applicable.
- (B) New employees will be placed on the appropriate wage schedule step based on their experience and qualifications as determined by the Company. The determination may be changed during the first ninety (90) days of employment. Any such change will be communicated to the Union but is not subject to the grievance procedure.
- (C) Step progression intervals will normally be twelve (12) months. Employees will be evaluated bi-annually and rated on the following six (6) factors; 1. Productivity 2. Reliability 3. Self-Motivation & Initiative 4. Problem Solving Ability 5. Leadership potential and 6. Compliance with company Administration rules and Requirements. Each factor is assigned a maximum point value of 10. An average rating based on the 10-point system is computed for each employee. During the annual evaluation employees with average scores of 80 – 100% are awarded the full step increase for that year. Employees with 70 – 80% average score are awarded 50% of the step increase for that year. Employees whose evaluation is "not meeting standards"; average score less than 70% may be denied a step progression until such time as the employees meet standards. Any such denial will be communicated to the Union and is subject to the grievance procedure. Wage rates may be frozen during periods that the company is not profitable.
- (D) Wages for work performed while assigned to prevailing wage projects shall be no less than that required by the appropriate agency.

## **ARTICLE 18. TRAVEL**

- (A) Employees shall be paid for all travel time to work sites in excess of their normal commute at the appropriate State or Federal Government sanctioned rate.
- (B) Employees required to use their personal vehicles shall be reimbursed at the higher of \$0.30/mile or the prevailing Company reimbursement rate for all miles driven in excess of their normal commute.

## **ARTICLE 19. HOURS OF WORK AND OVERTIME**

Hours of work and overtime, if any, shall be at the Employers discretion based on the needs of their business, provided however, such hours of work and overtime must be in accordance with Sections A through H of this Article.

- (A) This Article is intended to provide a basis for calculating hours of work and overtime and shall not be construed as a guarantee of hours of work per week or per day.
- (B) An employee shall be paid one and one-half (1 ½) times his/her straight time hourly rate for all hours worked in excess of forty (40) hours in one workweek or whenever or whatever rate applicable State or Federal law provides for overtime pay. In the event of significant change in applicable regulations, the parties shall meet to discuss any necessary contract language changes necessary to maintain current overtime treatment.
- (C) The normal hours of work shall be eight (8) hours per day and forty (40) hours per week, consisting of five (5) eight (8) hour days. The normal workweek shall be on a calendar week basis, Sunday through Saturday, and the normal weekly assignments will consist of five (5) eight (8) hour shifts that may be on any calendar day of the week as assigned by the Company. The Company will make reasonable efforts to schedule workdays consecutively.
- (D) When Saturday is part of an employees scheduled normal workweek, the employee shall receive no differential for hours worked on Saturday. If the hours worked on Saturday constitutes overtime, then an employee shall be paid one and one-half (1 ½) times his/her straight time hourly rate for all hours worked on Saturday.
- (E) An employee shall be paid one and one-half (1 ½) times his/her straight time hourly rate for all hours worked on Sunday.

The Union recognizes that a certain amount of overtime is required in the Employer's operations due to production needs and customer demands. The Employer recognizes the right of individual employees to accept or refuse overtime work. It is agreed however, that the concerted refusal of a group of employees to work overtime would be a violation of Articles 6 & 12.

- (F) An employee who may be required to work on any of the holidays listed in this article shall be paid at the rate of one and one half (1 ½) time his/her hourly rate in addition to holiday pay. Holidays paid are:

New Years Day  
Martin Luther King's Day or President's Day

Memorial Day  
 Independence Day  
 Labor Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Eve – ½ Day  
 Christmas Day

- (G) The Company may decide to establish a four (4) day schedule as a normal workweek. Accordingly, the number of hours, which presently constitute a normal five (5) day workweek schedule, will be scheduled in equal amounts over four (4) days. Any alternative work schedule will be implemented in accordance with California or any applicable state or federal law.
- (H) There shall be no pyramiding of overtime as a result of other clauses in this contract.

**ARTICLE 20. PAID VACATION**

Employees shall accrue paid vacation per the following schedule:

<u>Length of Service</u>	<u>Amount of Vacation</u>
Less than 4 year	.01923 hours/hour worked
4 years but less than 11 years	.03846 hours/hour worked
11 years or more	.05769 hours/hour worked

The Employer encourages all employees to take all of their vacation on an annual basis. If an employee does not use all accrued vacation by December 31<sup>st</sup>, the accrued but unused vacation may be carried over to the next year. However, an employee will not accrue any further vacation at a time when his/her vacation balance equals the employee's annual accrual plus forty (40) hours. Thus, the maximum vacation balances are:

<u>Length of service</u>	<u>Maximum Vacation Balance</u>
Less than 4 years	80 Hours
4 years but less than 11 years	120 Hours
11 years or more	160 Hours

Vacations shall be scheduled by mutual agreement, but once approved cannot be changed unilaterally by the employer.

All employees are allowed 40 hours of paid sick leave per year. Sick leave is to be used only when an employee is sick and/or requires medical attention. The company reserves the right to require verification of illness from the employee's doctor for employee to be paid for sick leave.

**ARTICLE 21. PAYMENT OF TIME WORKED**

- (A) Payment of time worked shall be bi-weekly for hours worked.
- (B) Employees must submit timesheets by 8:00 am every Monday morning.
- (C) Method of payment shall be by payroll check.  
 Checks will be available by the following options:

- a. Paycheck can be mailed via regular mail to location of employee's choice.
- b. Paycheck can be hand delivered no later than 5:00 pm on Friday.
- c. Paychecks may be deposited via direct deposit plan to bank or savings institution of employee's choice no later than Friday midnight.

## **ARTICLE 22. PAID BENEFITS – ALLOCATION OF FUNDS**

- (A) The Company will contribute for each actual hour worked, the applicable sum available for designation for each employee to each fund. Twenty-five cents per hour to the CWA Education and Training Fund, to be split between the National Education and Training Fund (thirteen cents) and the Communications Workers of America/American Communications Contractors Association (CWA/ACCA) Joint Apprenticeship Training Fund (twelve cents). All payments are due monthly, no later than the tenth (10<sup>th</sup>) day of each month for all hours worked during the previous month.
- (B) For employees who choose to participate in the Company provided 401(k) plan, the Company will match, dollar for dollar, at least the first 3% of an employee's gross pay saved by the employee. The Company's contributions to an employee's account are subject to a vesting requirement.
- (C) Minimum Company benefit contributions will be adjusted from time-to-time as required by the CWA National Education and Training Fund as agreed upon between the Company and the Union.

## **ARTICLE 23. APPRENTICESHIP**

**Section 1.** The Company shall pay into the Communications Workers of America/American Communications Contractor Association (CWA/ACCA) Joint Apprenticeship Training Fund contributions in the amount of \$.12 for each hour actual worked by his/her employees who are working within classifications and in types of work covered by this Agreement which require apprenticeship fund contributions.

The payments shall be made at the times and in the manner provided for by the Trust Agreement creating the CWA/ACCA Apprenticeship Training Fund, and each Individual Employer is bound by all the terms and conditions of said Trust Agreement and any amendment or amendments thereto.

**Section 2.** The Board of Trustees of the CWA/ACCA Apprenticeship Training Fund will continue to have full control over the Director of Apprenticeship Training and control of all the finances and pay all expenses from the Apprenticeship Trust Fund. Certain insurance's are to be continued on a joint basis with the Association, and the Apprenticeship Fund employees will continue to be paid through the Association which will be reimbursed by the Apprenticeship Fund only for actual costs.

**Section 3.** The normal length of the regular apprenticeship program will be forty-eight (48) months.

**Section 4.** Ratio. A qualified employer may employ three (3) (JAC) apprentices when he has at least one (1) journeyman regularly employed, and three (3) additional (JAC) apprentices for each one (1) additional journeyman.

Section 5. Apprentices are not to be changed by the Employer from the Bracket to which they have been assigned by the CWA/ACCA Joint Apprenticeship Committee (JAC). An Apprentice should not be paid more than the amounts applicable to the Bracket in which the Apprentice has been placed by the JAC. To be advanced from one Bracket to another, in addition to the amount of time indicated for each Bracket, certain criteria set by the Committee must also be satisfactorily met.

#### **ARTICLE 24. HEALTH & WELFARE**

The Company will pay a set amount for the agreed to health and welfare benefits for all employees who elect such coverage beginning no later than the fourth full month of service. This contribution is for the employee's portion of the health and welfare benefit. Dependent costs will be the responsibility of the employee. (As of November 1st, 2018, E-3 Systems will increase its contribution to \$410.00 per month.)

For subsequent years, E-3 Systems will continue its contribution and reserves the right to alter the amount of the contribution based on increases or decreases to the costs of healthcare plans and/or company profitability.

#### **ARTICLE 25. SENIORITY**

- (A) Seniority shall be defined as cumulative service with the employer except that seniority shall not be broken by lay-off or approved absence of less than thirty (30) calendar days.
- (B) Lay-off due to lack of work shall be by seniority with the least senior laid off first and most senior last. The Company may retain a less senior employee if his/her skills are necessary to perform the remaining work and more senior employees do not have the necessary skill and/or ability.

#### **ARTICLE 26. CALL-IN AND STANDBY**

Employees who are called in to work at times outside of their regular shift or work schedule shall be guaranteed at least three (3) hours pay at the appropriate rate. For purposes of this Article only, hours of work shall include travel time to and from the job location.

Employees who are assigned to be on standby shall receive four (4) hours pay. In addition, employees assigned to be on standby during a week containing a holiday shall receive twenty-five dollars (\$25.00). Standby will be defined as an assigned seven day period from end of shift on Friday to start of shift on the following Friday. Any time worked on weekend standby status shall be paid at the appropriate overtime rate.

#### **ARTICLE 27. HAND TOOLS**

Employees shall furnish hand tools only. The Company shall furnish specialized tools other than hand tools, and equipment necessary for the installation and repair and maintenance of equipment. It shall be the employee's responsibility to request replacement for Company tools. Company tools lost or damaged due to employee negligence or stolen by employees shall be replaced or paid for by the employees responsible.

#### **ARTICLE 28. CONTRACTING WORK**

There shall be no contracting or subcontracting of bargaining unit work that replaces bargaining unit employees unless required by the customer or mutually agreed to by the Company and the Union.

## **ARTICLE 29. NON-COMPETITION**

Employees employed under the terms of this Agreement shall not bid or contract for any work covered under the terms of this Agreement.

## **ARTICLE 30. EMPLOYEE PAYROLL DEDUCTIONS**

- (A) The Employer agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues, hereinafter referred to as "dues", assessments, authorized arrearages, and initiation fees from the pay of an employee, upon receipt of a dues deduction authorization card, signed by such employee, each payroll period, and to pay over to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues deductions will begin as soon as possible after receipt of the signed authorization card in accordance with the Employer's normal payroll procedures.
- (B) If, for any reason, the Employer fails or is unable to make the authorized deduction from pay in any payroll period, the Employer will deduct the accumulated authorized deduction in an ensuing payroll period or periods the employee's pay is sufficient. In case the accumulated amount exceeds the amount of authorized deductions, the deductions shall be made in an ensuing payroll period or periods at up to four (4) times the authorized amount until the accumulated amount is deducted.
- (C) When an employee is granted a leave of absence, without pay, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed when an individual on leave is returned to the payroll.
- (D) When an employee who has authorized the Employer to deduct Union dues is temporarily promoted or transferred to a non-bargained-for position for a period of one (1) full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four (4) full weeks. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of Union dues shall be automatically suspended. Should the temporary promotion or transfer be terminated by return to a bargained-for position dues deductions shall be automatically reinstated without requiring a new authorization from the employee.

When an employee who has authorized the Employer to deduct Unions dues is temporarily promoted to a higher classification within the bargaining unit and is shown on payroll records as being on the higher classification, Union dues will be based on the higher rate of pay for as long as the employee remains in the higher classification.

- (E) The rate or amount of the dues deduction for all members, for any job title and wage classification may be changed by the Union notifying the Employer in writing of the dues change. Following notice from the Union, such change in dues rate or amount will be deducted from future wage payments in accordance with the Employer's regular payroll practice.
- (F) The employer and the Union shall meet for the purpose of determining what information can reasonably, easily and without causing additional expense or other than minimal expenditures, be provided by Employer to the Union for purposes of implementing this section 4 and how such information shall be transmitted.

The information listed above will be taken from Employer records and will be sent to the Union with the dues collected no later than ten (10) days after the end of the preceding month during which deductions were made; however, the Union recognizes that errors and delays may and will occur and, in using the information furnished, assumes all risks associated therewith.

- (G) The Union agrees to fully defend, indemnify and hold harmless employer for any claims, liabilities or costs it may incur as a result of it's having performed the employers obligations under this article.

**ARTICLE 31. RESPONSIBILITY OF MANAGEMENT**

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 further agrees that in the event of bankruptcy, default, or any other financial distress, that its employees will be paid prior to any other who may demand payment.

**ARTICLE 32. SUCCESSORSHIP**

This Agreement shall be binding upon the Union and the Company, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this Agreement.

**ARTICLE 33. TERM OF CONTRACT**

- (A) This Agreement shall continue in full force and effect from October 1, 2018 through 11:59 p.m. October 1, 2022.
- (B) This Agreement may be amended or modified at any time by agreement between the Company and the Union.

**ARTICLE 34. SAVINGS CLAUSE**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void leaving the remainder of the Agreement in full force and after the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

**SIGNED FOR:**

**COMMUNICATIONS WORKERS  
OF AMERICA, LOCAL 9415**



**Decovan Rhem, President**

**Date: December 6, 2018**

**E-3 Systems**



**Kofi A. Tawiah, President**

**Date:**

12/14/2018