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ADVANCED MEDIA TECHNOLOGY SYSTEMS INC.

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1 party shall bring to the attention of all employees in the units
2 covered by this Contract, including new hires, their purpose to
3 conduct themselves in a spirit of responsibility and respect and
4 of the measures they have agreed upon to insure adherence to this
5 purpose.

6

7

ARTICLE III

8

STATE AND FEDERAL LAWS

9

10 SECTION 3.1

11 Should any provision or provisions of the agreement, or any
12 applications thereof, become unlawful by virtue of any Federal or
13 State law, or Executive Order of the President of the United
14 States or Governor of the State of California pursuant to law, or
15 by final adjudication of any court of competent jurisdiction, the
16 provision or application of a provision of this agreement shall be
17 modified in compliance with the law, order of final adjudication,
18 but in all other respects the provisions of this agreement shall
19 continue in full force and effect for the life thereof.

20

21

ARTICLE IV

22

ANTI-DISCRIMINATION

23

24 SECTION 4.1

25 The Company and the Union agree not to discriminate in any

1 way against any employee or prospective employee because of his
2 race, religion, creed, color, sex, marital status, national
3 origin, age, or because of Union activity.

4

5

ARTICLE V

6

UNION SECURITY

7

8 **SECTION 5.1**

9 It shall be a condition of employment that all employees of
10 the Company covered by this Agreement who are members of the Union
11 in good standing on the effective date of this Agreement shall,
12 not later than the 30th day following the effective date of this
13 Agreement, become and remain members in good standing in the
14 Union. It shall also be a condition of employment that all
15 employees covered by this Agreement and hired on or after its
16 effective date, shall, not later than the 30th day following the
17 beginning of such employment become and remain members in good
18 standing in the Union.

19

20

ARTICLE VI

21

PAYROLL DEDUCTIONS AND CHECKOFF

22

23 **SECTION 6.1**

24 The Company agrees to make payroll deductions of Union dues
25 or the equivalent thereof when authorized to do so by the employee

1 on forms set forth in Appendix A in an amount as certified to the
2 Company by the Secretary-Treasurer of the Union any amounts so
3 deducted, along with each employee's hourly wages, name, social
4 security number and amount of dues per employee.

5

6 **SECTION 6.2**

7 The Company agrees to make payroll deductions for those
8 employees who request to join the ~~Building Trades Federal Credit~~
9 ~~Union~~ **Union YES Federal Credit Union** and will remit those payroll
10 deductions to the Treasurer of the **Union YES Federal Credit Union**
11 on a monthly basis. Payroll deductions must be in the Building
12 Trades Federal Credit Union by the 7th calendar day of the month
13 following the close of the month's business.

14

15

UNION REPRESENTATION

16

17 **SECTION 7.1**

18 There shall be a steward or stewards appointed by the Union
19 as the needs dictate.

20

21 **SECTION 7.2**

22 The Union is responsible for notifying the office of the
23 Company in writing of the identity of any steward so appointed.

24

25

1 **SECTION 7.3**

2 The Company recognizes that adequate and proper Union
3 representation is essential to proper administration of the terms
4 of this agreement. As such, duly appointed stewards shall be
5 allowed a reasonable amount of time to investigate and process
6 grievances during working hours.

7

8 **SECTION 7.4**

9 A Union Steward or one member of the negotiating committee
10 shall not suffer a loss in pay while attending any joint Union-
11 Company meeting or for reasonable travel time to and from such
12 meetings. It is understood that such joint meetings and travel
13 time is considered work time.

14

15 **SECTION 7.5**

16 Employees selected by the Union as full time Union
17 Representatives shall be granted a leave of absence upon written
18 application to the Company's Director of Industrial Relations.
19 Upon reinstatement from leave of absence the employee will be
20 credited with seniority which shall accrue during such leave of
21 absence.

22

23

ARTICLE VIII

24

GRIEVANCE PROCEDURE

25

1 **SECTION 8.1**

2 All questions, disputes or grievances as to the
3 interpretation or performance of the terms of this Agreement shall
4 first be taken up between the employer and the Union's stewards.
5 In the event no satisfactory settlement of the issue is reached,
6 such question, dispute or grievance shall be reduced to writing by
7 the Union within twenty (20) days and shall then be considered by
8 the employer and a representative designated by the Union.

9 Should the employer and the Union representative fail to
10 reach a satisfactory adjustment of the matter, either party may
11 require arbitration of same giving written notice to the other
12 within twenty (20) days from the date of their failure to agree.

13 All grievances shall be presented to the other party within
14 sixty (60) calendar days after the occurrence upon which the same
15 is based. The Company recognizes the right of the Union to
16 investigate the circumstances surrounding any grievance and agrees
17 to cooperate with the Union in such investigation. Pending final
18 settlement of the grievance, the Company shall not thereafter deal
19 directly with the employee concerning said grievance, without
20 Union concurrence, but shall deal directly with the Union
21 representative.

22

23 **SECTION 8.2**

24 In the event that any employee chooses to present a grievance in
25 his or her behalf, rather than through the Union, the employer

1 will advise the local Union representatives in writing of the fact
2 that such a grievance is being presented, and will give such Union
3 representatives opportunity to be present during the presentation
4 of such grievances

5

6 **SECTION 8.3**

7 Any grievance not adjusted between the employer and the Union
8 as provided in Section 8.1 of this Article shall upon written
9 request of the Union be referred for determination to an
10 arbitrator selected by agreement of the parties. In the event the
11 parties are unable to select an arbitrator who is mutually
12 acceptable within twenty (20) days after the written notice to
13 arbitrate has been given, the arbitrator shall be designated by
14 the Director of the Federal Mediation and Conciliation Service, at
15 the request of either of the parties.

16

17 **SECTION 8.4**

18 Each party to this Agreement shall bear the expenses of
19 preparing and presenting its own case. The fee and expenses of
20 the arbitrator, together with any incidental expenses mutually
21 agreed upon in advance, shall be borne equally by the parties
22 hereto.

23

24 **SECTION 8.5**

25 The decision of the arbitrator shall be final and binding upon the

1 parties. The arbitrator shall have no authority to add to, delete
2 or alter any provisions of this Agreement.

3

4 **SECTION 8.6**

5 The time limits provided may be extended or waived only by
6 agreement of both parties. Failure to comply with the above
7 stated time limitations shall amount to a waiver of the grievance.

8

9 **SECTION 8.7**

10 When an action of the Company results in a grievance, the
11 Company agrees to keep the Status Quo on the action until either
12 an agreement on the propriety of the action, or the grievance and
13 arbitration procedures are exhausted.

14

15

ARTICLE IX

16

DISCIPLINE

17

18 **SECTION 9.1**

19 No employee covered by this Agreement shall be suspended,
20 demoted or discharged or otherwise disciplined except for just
21 cause.

22

23 **SECTION 9.2**

24 The Company shall give the employee involved and the
25 appropriate Union Representative at least seven (7) days notice

1 prior to the effective date of any suspension, demotion or
2 discharge action.

3

4 **SECTION 9.3**

5 Nothing in the foregoing shall prevent the Company from
6 immediately removing an employee, for cause, from the premises or
7 assignment pending final disposition of the case.

8

9 **SECTION 9.4**

10 The question of whether "just cause" exists for the
11 discipline shall be subject to the grievance and arbitration
12 procedure provided herein.

13

14

ARTICLE X

15

SENIORITY

16

17 **SECTION 10.1**

18 Seniority is defined as length of service with the Company.

19

20 **SECTION 10.2**

21 Seniority shall determine the selection of hours of work,
22 vacations, promotions, training and transfers.

23

24 **SECTION 10.3**

25 If a reduction of force is necessary, employees shall be laid

1 off by inverse order of seniority. Stewards shall have super-
2 seniority with respect to layoffs.

3

4 **SECTION 10.4**

5 Recall shall be by seniority and seniority shall accumulate
6 during layoffs.

7

8

ARTICLE XI

9

SAFETY

10

11 **SECTION 11.1**

12 The Company agrees to abide by and maintain, to the best of
13 its ability in its facility, standards of sanitation, safety, and
14 health, which comply with all applicable Federal, State, County
15 and City laws and regulations.

16

17 **SECTION 11.2**

18 The Company agrees that protective devices to safeguard the
19 health of employees and protect employees from injury will be
20 provided.

21

22 **SECTION 11.3**

23 The parties agree that a joint safety committee, comprised of
24 an equal number of bargaining unit and management representatives,
25 may meet to discuss and recommend safety programs and procedures.

1 Such recommendations shall be viewed as advisory by the Company.
2 The Company shall appoint the management representative and the
3 Local Union shall appoint the bargaining unit representative.

4

5

ARTICLE XII

6

JURY SERVICE

7

8 **SECTION 12.1**

9 Employees who are absent from work on account of jury service
10 or subpoenaed as a witness in any court of law shall be paid by
11 the Employer. The employee will not be required to report for
12 work on that day, provided said duty has required over half of his
13 scheduled work time for the day. Compensation for any jury
14 service shall not exceed ten (10) days in any calendar year.

15

16 **SECTION 12.2**

17 The Company reserves the right to apply to the Jury
18 Commissioner or other appropriate official for exemption of the
19 employee from jury service.

20

21

ARTICLE XIII

22

FUNERAL SERVICE

23

24 **SECTION 13.1**

25 Permanent employees with six (6) months of continuous service

1 will be allowed up to three (3) days leave with pay computed at
2 the regular straight time hourly rate for absence due to death in
3 the immediate family. For the purpose of this provision,
4 immediate family shall mean an employee's wife or husband,
5 children, brother or sister, brother-in-law or sister-in-law, and
6 parents-in-law, grandparents, as well as other relatives living
7 generally in the same household with the employee.

8

9

ARTICLE XIV

10

REST PERIOD

11

12 **SECTION 14.1**

13 Rest periods of fifteen (15) minutes shall be granted once in
14 the A.M., once in the P.M., and once for each additional two (2)
15 hour period thereafter at the employee's option.

16

17

ARTICLE XV

18

HOURS OF WORK AND SHIFT PREMIUMS

19

20 **SECTION 15.1**

21 Eight (8) consecutive hours, excluding a lunch period, shall
22 constitute a day's work and forty (40) hours in five (5)
23 consecutive days, Monday through Saturday, shall constitute a work
24 week.

25

1 **SECTION 15.2**

2 A normal shift shall begin between 7:00 a.m. and 9:00 a.m..
3 All employees starting work prior to 7:00 a.m. or after 9:00 a.m.
4 on any given day shall receive a ten percent (10%) differential.

5
6 **SECTION 15.3**

7 Any employee called into work shall be given a minimum of
8 four (4) hours pay at one and one-half (1 1/2) times the regular
9 rate.

10
11 **SECTION 15.4**

12 Reporting Pay: Employees will be paid a minimum of four (4)
13 hours pay after reporting and being available for work at the
14 normal starting time.

15
16 **ARTICLE XVI**

17 **MEALS AND LODGING**

18
19 **SECTION 16.1**

20 When employees are assigned work which requires absence from
21 home overnight, all expenses shall be paid. Special arrangements
22 are made for temporary transfer. If the Company deems to provide
23 living quarters, they shall pay actual living quarter expense plus
24 ~~thirty dollars (\$30.00)~~ fifty \$50.00 per day. Living quarters
25 shall be no more than ten (10) miles from the job site, or the

1 closest available accommodations to the job site. If
2 accommodations are further than ten (10) miles or not the closest
3 available accommodations, the employee will be paid for the time
4 it takes to drive to and from the job site.

5

6 **SECTION 16.2**

7 Employees in addition to the per diem shall be furnished with
8 Company transportation or an allowance equivalent to commercial
9 transportation to and from home or company headquarters.

10

11 **SECTION 16.3**

12 Employees shall be granted meal allowances only in accordance
13 with the following:

14 (a) ~~\$7.00 (seven dollars)~~ \$10.00 (ten dollars) when an employee
15 works 2 (two) or more hours immediately following his regular
16 quitting time.

17

18

ARTICLE XVII

19

OVERTIME REGULATIONS

20

21 **SECTION 17.1**

22 All work performed beyond eight (8) hours a day and all work
23 performed beyond forty (40) hours a week shall be paid for at the
24 rate of one and one-half (1 1/2) times the employee's regular rate
25 of pay for the normal work week. All work performed beyond twelve

1 (12) hours in a day shall be paid at the double (2) time rate.

2

3 **SECTION 17.2**

4 All work performed on Sundays shall be paid for at double (2
5 times) regular straight time rate of pay.

6

7 **SECTION 17.3**

8 All work performed on authorized paid holidays under this
9 Agreement shall be paid for at the rate of three (3) times the
10 rate of pay which shall include the holiday pay.

11

12 **SECTION 17.4**

13 All work performed on Saturday shall be paid at the rate of
14 one and one-half (1 1/2) the regular straight time rate of pay and
15 all overtime shall be voluntary.

16

17 **SECTION 17.5**

18 All call out time will be paid at double (2) time rate.

19

20

ARTICLE XVIII

21

VACATIONS

22

23 **SECTION 18.1**

24 Vacation is accrued according to years of service, based on
25 employee start date. Vacation can accrue to a maximum of 1.75

1 times the employee's yearly accrual. Once the maximum is reached,
2 no further vacation accrues until vacation is used or paid out and
3 the balance falls below the cap.

4 Vacations shall be granted according to the following
5 schedule and scheduled on the basis of seniority:

6 LENGTH OF SERVICE	VACATION	Maximum Accrual
7 6 months but less than 2 years	1 week	1.75 weeks (70 hrs)
8 2 years but less than 5 years	2 weeks	3.50 weeks (140 hrs)
9 5 years but less than 10 years	3 weeks	5.25 weeks (210 hrs)
10 10 years	4 weeks	7.00 weeks (280 hrs)
11 15 years	5 weeks	8.00 weeks (320 hrs)

12

13 SECTION 18.2

14 Every effort will be made to grant vacation for the time
15 requested by the employee. However, vacation cannot interfere with
16 department operations. Therefore, requests for vacation must be
17 approved in advance by the employee's department manager and AMT
18 CEO.

19

20 SECTION 18.3

21 The purpose of vacation is to provide employees with time to
22 rest and relax; therefore we encourage all employees to use
23 vacation time for this purpose. However, if employees desire they
24 may cash out up to one week (40 hours) of vacation time.

25

1 **SECTION 18.4**

2 If an employee takes a vacation during a period which
3 includes a holiday, the employee shall receive an extra day's
4 vacation or pay in lieu of vacation at the employee's option.

5

6

ARTICLE XIX

7

HOLIDAYS

8

9 **SECTION 19.1**

10 The following days shall be recognized as paid holidays:

- 11 New Year's Eve (1/2 day)
- 12 New Years Day
- 13 Presidents Day
- 14 Memorial Day
- 15 Independence Day
- 16 Labor Day
- 17 Veteran's Day
- 18 Thanksgiving Day
- 19 Day after Thanksgiving Day
- 20 Christmas Eve (1/2 day)
- 21 Christmas Day

22 When any of the above agreed upon holidays fall on Sunday,
23 they shall be observed on the following Monday. Holidays falling
24 on Saturday shall be observed on the preceding Friday with the
25 exception of Independence Day and Veteran's Day.

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SECTION 19.2

An employee, as a result of the observance of a paid holiday will be paid for eight (8) hours at his straight time hourly rate of pay.

ARTICLE XX
TRAVEL

SECTION 20.1

The Company will reimburse employees, at the current Internal Revenue Service published business standard mileage rate, for all miles driven while using a personal vehicle while conducting AMT Systems Inc. business. Mileage must be submitted on the employee's monthly expense report and show the purpose of the trip, actual miles and the amount requested to be reimbursed.

(a) Toll charges for bridges, tunnels, ferries and toll highways which must be traversed in the course of the above travel.

(b) Parking charges.

All employees shall be deemed working when travel to a work site exceeds one (1) hour in time or fifty (50) miles, this time will be compensated at straight time. **Note: exception in 16.1, if accommodations provided when working out of area are more then ten (10) miles from the job site.**

1 **SECTION 22.1**

2 There shall be no contracting or subcontracting of Bargaining
3 Unit work unless mutually agreed to by the Company and the Union.

4

5

ARTICLE XXIII

6

VOTING

7

8 **SECTION 23.1**

9 Employees shall be given time off, with pay, to vote in
10 accordance with, and if required by, the provisions of applicable
11 State Laws.

12

13

ARTICLE XXIV

14

BULLETIN BOARDS

15

16 **SECTION 24.1**

17 The Company agrees to install or to move bulletin boards for
18 the exclusive use of the Union. Bulletin boards shall be
19 furnished by the Union.

20

21 **SECTION 24.2**

22 The size of the bulletin boards shall be approximately 18" x
23 36", or 12" x 24" in dimension.

24

25 **SECTION 24.3**

1 The number and location of bulletin boards shall be
2 determined jointly by the Union and the Company with due respect
3 to visibility and accessibility to employees for whom the Union is
4 the recognized representative.

5

6

ARTICLE XXV

7

STANDBY PAY

8

9 **SECTION 25.1**

10 Employees scheduled for standby for emergency service calls
11 will be scheduled as required and shall make whatever arrangements
12 are necessary to permit their being reached by telephone.
13 Employees will respond in a timely manner to such service calls.
14 Payment for such standby time will be five dollars (\$5.00) each
15 regular work day, and ten dollars (\$10.00) for Saturdays, Sundays
16 and Holidays.

17

18

ARTICLE XXVI

19

SICK LEAVE

20

21 **SECTION 26.1**

22 Employees shall have six (6) paid sick leave days each year.

23 All sick leave not used shall be paid to the employee at the
24 end of the year.

25

1	LEVEL 1	Increase each level \$2.00	
2	TECHNICIANS	Start	\$ 9.13 10.04
3		3 months	9.44 10.38
4		6 months	10.08 11.09
5		12 months	10.70 11.77
6		18 months	11.65 12.82
7		24 months	12.28 13.51
8		30 months	13.22 14.54
9		36 months	13.86 15.25
10		42 months	14.48 15.93
11		48 months	15.12 16.63

13	LEVEL 2		
14	TECHNICIANS	Start	\$12.60
15		3 months	13.22
16		6 months	13.86
17		12 months	14.48
18		18 months	15.12
19		24 months	15.74
20		30 months	16.06
21		36 months	16.69
22		42 months	17.32
23		48 months	18.55
24		54 months	18.90
25		60 months	19.52

27	ENGINEERS	Start	\$16.38
28		6 months	17.00
29		12 months	17.64
30		24 months	18.90
31		36 months	20.16
32		48 months	20.78
33		60 months	21.73

36 **SECTION 29.2**
37

38 The above wage schedules are minimum only and shall not
39 be paid in lieu of biannual reviews.

41 **SECTION 29.3**

42 Biannual reviews shall be given to all employees by the
43 Company on the form outlined in Appendix B.

1 SECTION 29.4

2 The current wage rate of each employee shall be increased
3 five percent (5%) effective April 19, 2018, three percent (3%)
4 April 19, 2019, and three percent (3%) April 19, 2020.

6 ARTICLE XXX

7 EFFECTIVE DATE - TERMINATION

9 SECTION 30.1

10 This Agreement becomes effective as of the 12:01 A.M. 19
11 April 2015 2018 and shall continue in full force and effect until
12 midnight 18 April 2018 2021, thereafter. Within ninety (90) days
13 to the expiration date of this contract, the Employer or the union
14 may initiate negotiations for a new contract to take effect on 19
15 April 2021. and shall automatically be renewed from year to year
16 thereafter unless either party shall give to the other party
17 written notice of intention to amend or modify said Agreement at
18 least sixty (60) days prior to the expiration of the term or any
19 extended term of this agreement. Negotiations for such amendment
20 or modification shall commence within thirty (30) days after
21 receipt of the notice of intention to amend or modify unless
22 otherwise mutually agreed upon by the parties.

23 A wage reopener is due at end of each year of contract.

1
2 APPENDIX A
3 MEMBERSHIP APPLICATION
4 CWA LOCAL 9400
5

6 Last Name (Print) First Name Middle Initial
7
8
9

10 Social Security # Street Address
11
12
13

14 Employment Date City, State and Zip Code
15

16 I hereby request and accept membership in the Communications
17 Workers of America and when accepted by the Local agree to be
18 bound by the constitution of the Union and the amendments thereto
19 and rules and regulations now in effect or subsequently enacted by
20 the Union and/or Local to which I am assigned.
21

22
23 Date Signature
24

25 *****
26

27 DUES DEDUCTION AUTHORIZATION
28
29

30 TO: ADVANCED MEDIA TECHNOLOGY SYSTEMS INC.
31

32 I hereby assign to the COMMUNICATIONS WORKERS OF AMERICA that
33 part of my wages payable in each month which shall equal the
34 monthly membership dues payable by me for that month as a member
35 of said Union.

36 I authorize and direct you from and after date of delivery of
37 this assignment to you to deduct such amounts from my pay each
38 month and to remit forthwith the said amounts so deducted to the
39 Secretary-Treasurer of the Union.
40

41 Signed this _____ day of _____, 20__.
42
43

44
45 _____
46 Signature
47
48

49 Attach bi-annual review document
50