



**ADVANCED DVANCED VOICE & DATA
&
COMMUNICATIONS WORKERS OF AMERICA**

**Collective Bargaining Agreement
July 1, 2022 to July 1, 2025**



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&
COMMUNICATIONS WORKERS OF AMERICA**

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ARTICLE OF AGREEMENT
BETWEEN
COMMUNICATIONS WORKERS OF AMERICA
AND
ADVANCED VOICE & DATA

This Agreement made and entered into this **1st day of July 2022** commences a **3-year agreement** by and between the **Communications Workers of America**, hereinafter referred to as the “**Union**” and **Advanced Voice & Data**, hereinafter referred to as the “**Company**”.

ARTICLE 1 RECOGNITION

Section 1. The Company hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages and hours of employment, and other terms and conditions of employment, for all of its employees performing work in classifications covered by this agreement as one bargaining unit but excluding those exempted in the Labor Management Relations Act of 1947, as amended.

Section 2. No new job classification will be created without the explicit approval of the Union.

Section 3. All bargaining unit work will be performed by CWA-represented employees.

ARTICLE 2 RESPONSIBLE UNION – COMPANY RELATIONSHIP

Section 1. The Company and the Union recognize that it is in the best interest of both parties, the employees, and the public that all dealing between them continues to be characterized by mutual responsibility and respect. To ensure 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 accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this Contract. Each party shall bring to the attention of all employees in the units covered by this Contract, 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.

Section 2. Should the Company establish a new job or a job, which combines work done in the unit with new duties not previously performed on a job in the unit, the resulting job shall be considered in the bargaining unit. The Company and the Union shall negotiate rates of pay and other conditions for all new jobs established in the unit and also if the Company acquires work in other states.

Section 3. When new or additional employees are needed in the bargaining unit, the Company shall notify the Union at least three (3) days prior to any new hiring so that the Union may, if available, refer qualified workers to the Company for consideration for hire. Those qualified who are referred by the Union shall be given preferential consideration for hire, over an equally or less qualified worker referred from another source. The procedure outlined in Appendix B shall be followed for compliance with this Article. The Company will provide an application and Appendix B of this contract to employees at the time lay off or termination.

Section 4. When new employees are hired, the Company shall notify the Union within seven (7) calendar days in writing, by mail, of the date of hire of said employees, their assigned job classification and project number, rate of pay and anticipated duration of employment. Any changes in the employee's classification, rate of pay or status after initial hire shall also be

communicated by mail in writing to the Union within seven (7) calendar days of such change, included shall be changes in status due to layoff, disability, leave of absence or discharge.

Section 5. When the Company brings new employees on the payroll, time will be allowed during work hours for the Union to meet with the member or members to explain Union benefits and activities.

Section 6. The Company will pay the cost of printing this contract and provide each employee with a copy.

ARTICLE 3 NON-DISCRIMINATION

Section 1.

The Company and the Union are committed to equal opportunity for all persons. Therefore, discrimination and harassment based on the following protected characteristics (unlawful harassment) is strictly prohibited:

- Race (includes hair texture and protective hairstyle);
- Color;
- Religion (includes religious dress and grooming practices);
- Sex/gender (includes pregnancy, childbirth, breastfeeding, and/or medical conditions);
- Gender identity and gender expression;
- Sexual orientation;
- Marital status;
- Medical condition (genetic characteristics, cancer, or a record or history of cancer);
- Military or veteran status;
- National origin;
- Ancestry;
- Disability (mental and physical);
- Genetic information;
- Request for family care leave;
- Request for leave for a serious health condition;
- Request for Pregnancy Disability Leave;
- Domestic violence victim status;
- Age (over 40);
- Criminal background (Fair Chance Act);
- Any other factor protected by federal, state, or local law;
- Association with an individual who is in one of the foregoing protected classifications.

Section 2. It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against employees in their right to join or assist, or refrain from joining or assisting any labor organization.

Section 3. The Companies shall not interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union.

ARTICLE 4 UNION SECURITY

Section 1. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement, not later than the 30th day following the effective date of the Agreement, shall become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the effective date shall not later than the 30th day following the beginning of such employment, become and remain members in good standing in the Union. Samples of Union Membership Applications are included in Appendix AA of the Agreement.

ARTICLE 5 UNION STATUS AND RIGHTS

Section 1. Stewards – The Union will notify the Employer in writing of the stewards and the Employer shall recognize no others.

Section 2. Access – All authorized Union representatives shall have access to Employer’s premises to ascertain whether conditions of this Agreement are being observed.

Section 3. Administration – Those described in Sections 1 and 2 shall be permitted to transact Union business directly related to the administration of this Agreement on the Employer’s premises. A steward shall sustain no loss of pay while administering this Agreement.

Section 4. Bulletin Board – A suitable bulletin board or bulletin board space shall be provided at the Employer’s premises for the Union’s exclusive use.

ARTICLE 6 DUES CHECKOFF

Section 1. The Company agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues, hereinafter referred to as “dues”, each payroll period and initiation fees from the pay of an employee, upon receipt of a dues deduction card, signed by such employee, 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 Company’s normal payroll procedures. Samples of the deduction authorization cards are included in Appendix A of the Agreement.

Section 2. If, for any reason, the Company fails or is unable to make the authorized deduction from pay in any payroll period, the Company 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.

If an employee's pay remains insufficient to permit the deduction of the accumulated amount for more than three (3) consecutive months, no subsequent deduction will be made to make up the deficiency.

Any dues delinquency which accrues during such three-month period or any extension of such period while his pay would be insufficient to permit dues deductions shall not affect the employee's status under the provisions of Article 4, Union Security, and he/she shall not be obligated thereafter to make up any such dues delinquency to maintain his status as an employee under that Article. In the event that an employee's pay for the payroll period is insufficient to cover all authorized payroll deductions for the payroll period, deductions will receive reference in the order determined by the Company.

Section 3. When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed if an individual on leave is placed on the payroll within fifty-three (53) weeks from the date the leave became effective. When the period of absence on leave exceeds fifty-three (53) weeks, the authorization shall be automatically canceled.

Section 4. When an employee who has authorized the Company 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. However, such deduction shall not exceed the amount deducted immediately prior to the temporary promotion or transfer. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of Union dues shall be terminated by return to a bargained-for position within one (1) year of the date of such promotion or transfer, dues deductions shall be automatically reinstated without requiring a new authorization from the employee.

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

Section 5. The rate or amount of the dues deduction for all members, for any job title and wage classification of members, or for a given Local may be changed by the Union notifying the Company 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 Company's regular payroll practice.

Section 6. The Company agrees to furnish the Union the following information about each employee covered by this agreement on a monthly basis and on computer tape or in some other manner agreeable to both Company and Union: social security number, work location, payroll number, name, class of employee (i.e. RF – regular full time, RP – regular part time, TF – temporary full time, TP – temporary part time, OC – occasional, SH – schooling), Union Local number, authorized dues deduction, sex code, department code, title code, force add and loss code, hourly rate and base hours or weekly base wage, commissions (if applicable), net credited service date, residence address including zip code, birth date, amount of make-up dues deducted, amount of advance dues deducted, total amount of deductions for the month, or if no deduction was made, the reason for not making a deduction, and a change code indicating a change in any indicative data as previously reported by the Company in a prior month. The following information will also be provided: company name, mailing address, contact person, and telephone number, dues month and year and dues deduction frequency (monthly, semi-monthly, BI-weekly or weekly).

The information listed above will be taken from Company 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 error and delays may and will occur and, in using the information furnished, assumes all risks associated therewith.

Section 7. The Employer agrees to furnish the Secretary of the Local a roster of all employee's names, addresses, social security numbers, dates of employment, dates of birth, rates of pay, current weekly dues and rate and job classifications. The list is to be submitted each month, no later than ten (10) days following the first of the month.

ARTICLE 7 SENIORITY

Section 1. Seniority is defined as length of continuous service with the Company from date of hire or rehire following a break in continuous service.

Section 2. Seniority shall determine the selection of hours of work, vacations, and transfers and for training and promotions.

Section 3. If a reduction in force is necessary, employees shall be laid off by least qualified **or by inverse order of seniority. This will depend on where and who is on the job at the time of needed reduction, so that it does not affect the jobs in Progress. If no work is available, then seniority will be in affect.**

Section 4. Recall shall be by seniority and seniority shall accumulate during layoffs. To be eligible for recall an employee must register with the CWA Local 9400 Hiring Service within 30 days of layoff date.

Section 5. A break in seniority shall occur only in cases of voluntary quit by an employee, a discharge for just cause, failure to return to work after a leave of absence has expired, or failure to return to work after a recall from layoff.

Section 6. New employees shall be considered probationary until they have completed ninety (90) calendar days of service with the Company, during such time employees shall work under the conditions and receive no less than the minimum applicable rates of pay established in this Agreement. Following such period, employees shall be considered permanent employees.

ARTICLE 8 GRIEVANCE AND ARBITRATION

Section 1. All questions, disputes, or grievances as to the interpretation or performance of the terms of the Agreement shall be subject to the grievance procedure.

Section 2. It is the intention of the parties that a sincere effort shall be made in each case to discuss and settle grievances promptly.

Section 3. The Company recognizes the right of the Union to investigate the circumstances surrounding any grievance and agrees to cooperate with the Union in any such investigation. Pending final settlement of the grievance, the Company shall not thereafter deal directly with the employee concerning said grievance, without Union concurrence, but shall deal directly with the Union representative. A grievance submitted by the Union shall be processed pursuant to the following procedure.

The Union shall discuss the grievance with the Management in an attempt to resolve the dispute. If the Union and the Management are unable to resolve the dispute within thirty (30) calendar days after it has been presented, such grievance may be submitted to an impartial arbitrator in accordance with the following provisions.

The parties shall select a mutually agreeable and impartial arbitrator within thirty (30) days after submission. In the event they are unable to agree upon the selection of an arbitrator, the matter shall be referred to the Federal Mediation and Conciliation Service within thirty (30) days. After the Federal Mediation and Conciliation Service submits a list of arbitrators to the Union and the Company, they shall reply with their preferred selections no later than fifteen (15) days after receipt of such list.

The arbitrator shall not have the authority to amend or modify the expressed terms of this Agreement or establish new terms of the Agreement or conditions under this Agreement.

The arbitrator shall determine any question of arbitrability. Both parties agree to and accept the decision of the arbitrator as final and binding.

Section 4. The expense of the arbitration shall be borne equally by the Company and Union. Each side shall bear its own expense with regard to presenting the case. Employees shall not be compensated for time spent in preparation for or attendance at an arbitration hearing.

Section 5. The time limits provided may be extended or waived only by agreement of the parties. The Company's failure to comply with the above stated time limitations shall deem the grievance be settled in the Union's favor.

Section 6. When an action of the Company results in a grievance, the Company agrees to keep the status quo on the action until either an agreement on the propriety of the action is reached, or the grievance and arbitration procedures are exhausted.

Section 7. In the event that any employee chooses to present a grievance in his/her behalf, rather than through the Union, the Company will advise the local Union representative in writing of the fact that such a grievance is being presented and will give such Union representatives opportunity to be present during the presentation and adjustment of such grievances. Any settlement must not be in conflict with this Agreement and adjustments must be agreed to by the Union.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section 1. No employee covered by the Agreement shall be suspended, demoted or discharged or otherwise disciplined except for just cause.

Section 2. The Company shall give the employee involved and the appropriate Union representative **reasonable notice prior to the effective date of any suspension, demotion or discharge action.**

Section 3. Nothing in the foregoing shall prevent the Company from immediately removing an employee, for cause, from the premises or assignment pending final disposition of the case.

Section 4. The question of whether "just cause" exists for the discipline shall be subject to the grievance and arbitration procedure provided within.

Section 5. 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 10 SUCCESSORSHIP

Section 1. 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. As a condition of the sale or other transfer of the business or any portion thereof covered by this Agreement, the Company shall require the transferee to assume and adopt the terms and conditions of this Agreement, and to continue to recognize the Union as the sole bargaining agent for the employees covered by this Agreement.

ARTICLE 11 CONTRACTING WORK

Section 1. There shall be no contracting or subcontracting of Bargaining Unit work unless mutually agreed to by the Company and the Union.

Section 2. Any such contracting or subcontracting of Bargaining Unit work shall only be awarded to Companies whose employees are members of the Communications Workers of America.

ARTICLE 12 WORKWEEK AND RATES OF PAY

Section 1. All regular employees will be assigned forty (40) hours of work per week. The regular assignments will not be in excess of eight (8) hours per day, five (5) consecutive days per week, Monday through Sunday inclusive.

Section 2. The normal hours of work shall begin between 5:00 a.m. and 9:00 a.m., with an appropriate lunch period.

Section 3. Eight (8) consecutive hours exclusive of meal periods shall constitute a tour.

Section 4. Two fifteen-minute relief periods will be granted during each tour of duty. An additional relief period of 15 minutes every 2 hours after an eight-hour tour will also be granted at the employee's option.

Section 5. Meal periods specified above shall be taken near the midpoint of tours but no later than the end of the employee's fifth hour of work. Whenever an employee is required to work or remain on Company premises subject to call throughout his/her meal period in addition to working the number of hours in his/her normal tour, the meal period shall be treated as working time and any resulting working time in excess of the number of hours in the normal tour shall be treated as overtime. Any employee who works more than ten hours must take a second meal period of thirty (30) minutes.

Section 6. Employees will be provided with a paystub breaking down each employee's earnings in a pay period. The paystub shall contain the following information: ALL OK

- Employee name and last four digits of Social Security Number (SSN) or Employee ID Number (EIN);
- What pay period the paystub is for;
- Gross wages (without deductions) for the pay period;
- Total hours worked by the employee;
- Breakdown of regular vs. overtime hours;
- All deductions (tax withholdings, 401(k) contributions);
- Net wages earned (gross wages minus deductions);
- Name and address of the employer; and

- Amount of sick leave and vacation the employee has accrued.

Section 7. If there is any conflict between employees as to the choice of tours, senior employees shall be given their preference.

Section 8. The seventh (7th) consecutive work day will be paid at the double time rate for all hours worked on the seventh day.

Section 9. All employees will be paid at one and one-half (1-1/2) times the regular rates of pay for all time worked in excess of eight (8) hours in one working day or forty (40) hours in one week.

Section 10. When an employee works overtime beyond and continuous with his/her regular tour, and such overtime extends to the start of his/her next regular tour, he may elect to:

- (a) Be excused all or part of his/her regular tour; or
- (b) Work all or part of his/her regular tour at time and one-half (1-1/2) rate of pay.

Section 11. An employee who works on a holiday shall receive payment at the rate of double times the hourly wage rate for hours worked. This shall be for the holidays provided in Article 16.

Section 12. When any portion of the tour of duty of an employee falls between 7:00 p.m. and 5:00 a.m., the Company shall increase by 10% the hourly wage rate paid to such employees for the entire shift.

Section 13. Employees who are called into work shall be guaranteed at least four (4) hours pay.

Advanced Voice & Data is implementing a 4-10 schedule. As a result, AVD will be closed on Fridays.

Examples

1. An employee who starts at 7am would receive a ½ hour lunch break and an additional 15-minute break would end the day at 5:30 pm.
2. An employee who starts at 6 am would receive a ½ hour lunch break and an additional 15-minute break would end the day at 4:30 pm.
1. All employees are guaranteed 8 hours of work. However, if an employee works a job that will not allow a 10-hour day, that employee would be short hours for that week, but would have an opportunity to work on a Friday as straight time to reach 40 hours as long as a job exists for work on Friday.
2. In the event more than one employee wants to work a Friday, the jobs will be assigned based upon seniority.

ARTICLE 13 WAGES/JOB CLASSIFICATIONS

Section 1. A wage increase will be given to all eligible employees on April 1 of each year based on the new Agreement dated July 1, 2022 and shall follow the 2022-2024 WAGE SCHEDULE & JOB CLASSIFICATIONS each year.

2022-2024 WAGE SCHEDULE & JOB CLASSIFICATIONS

APPRENTICE		
LEVEL I	LEVEL II	LEVEL III
0 > 1 year	2 YEAR	3 YEARS
\$25.32 \$22.20 +3% per year 401K	\$28.49 \$24.40 +3% per year 401K	\$31.65 \$26.60 +3%per year 401K
TOO POUCH	SOCKET SET	UNIBIT
SNIPS	IMPACT DRILL	MULTI-METER
FLAT TIP SCRWDR	CHANNEL LOCKS	WRENCH SET
PHILLIPS SCRWDR	STUD FINDER	WOOD DRILL BITS
FLASHLIGHT	TONER / WAND	METAL DRILL BITS
PUNCHDOWN w/110 & 66 BLADE	4 PR TESTER	CONCRETE DRILL BITS
35' TAPE MEASURE	RJ45 CRIMPER	SOLDER IRON
4 PR STRIPPER	25PR CUTTER	RUBBER Mallet
BUTT KNIFE	TIN SNIPS	COAX COMPRESSION TOOL
TORPEDO LEVEL	100'FISH TAPE	OHM METER
TOOL BAG	P-TOUCH LABELER	HACKSAW
CORDLESS DRILL	HAMMER	
SHEET ROCK SAW		
FILL OUT TIMECARD	FISH WALLS	TROUBLESHOOT BAD JACK
FOLLOW INSTRUCTIONS	KNOW COLOR CODES 568A/B	TROUBLESHOOT BAD CABLE
SEND RVD EMAILS	ENGINEER BASIC CABLE PATHWAY	TERMINATE 110 & 66 BLCOK
READ SCHEDULE	TEST CABLE USING 4 PR & TROUBLESHOOT	USE TONER / WAND
TIE HEAD ON CABLE	FLUKE-SET UP USER, SITE, CABLE PERIMETERS & TEST	PULL INNERDUCT & FIBER
PULL CABLE	INSTALL FLAT PANEL MOUNT & TV	25 PR. COLOR CODE
ROUTE CABLE	INTERPRET BASIC BLUE PRINT LOW VOLTAGE SYMBOLS	TERMINATE RG6F - CONNECTOR
BACK PULL CABLE	CUT IN A MUDRING & LEVEL	TERMINATE RJ45-568A/B
LABEL CABLE	INSTALL CEILING STRINGER / J-HOOK	DEMO CABLE
LABEL FACEPLATES	SUPPORT CABLE	
TERMINATE JACKS	USE CORDLESS DRILL	

2022-2024 WAGE SCHEDULE & JOB CLASSIFICATION

INSTALLER			
	LEVEL I	LEVEL II	LEVEL III
	3 YEARS	4 YEARS	5 YEARS
	\$31.03 \$28.00 +3% per year 401K	\$34.90 \$32.00 +3% per year 401K	\$38.78 \$34.00 +3% per year 401K
	HOLES AW BITS	GLOW RODS	BUTT SETT
TOOLS REQUIRED	CAULKING GUN	SKILL SAW	SAWZALL
	POWER CORD	5 PR PUNCH TOOL	SHOP VAC
	EXPERIENCE REQUIRED	<p>BICSI Installer 1* (INST1*) have certificate</p> <p>Must be Axis Certified INSTALL LADDER RACK</p>	<p>BICSI Installer 1* (INST1*) have certificate</p> <ul style="list-style-type: none"> BICSI Installer 2, Copper* (INSTC*) have certificate <p>Must be Axis Certified Exacq Certified INSTALL CONDUIT CHASE</p>
INSTALL CABLE TRAY		FIRESTOPPING	PROPER GROUNDING TECHNIQUES CROSS CONNECT/ EXTEND PHONE LINE / CIRCUIT
INSTALL EQUIPMENT RACK / CABINET			SEPARATE /DRESS CABLE BUNDLES, UP TO 4-48 PORT PP
COMPLETION OF APPRENTICESHIP**			IDENTIFY PVC vs PLENUM ENVIRONMENT
JOURNEYMAN			
	LEVEL I	LEVEL II	LEVEL III
	SECURITY / ACCESS CONTROL	AV / CCTV	FIBER
	\$38.00 \$36.00 +3% per year 401K	\$42.74 \$40.00 +3% per year 401K	\$47.48 \$43.00 +3% per year 401K
	HAMMER DRILL	ROUTER W/ BITS	FIBER KIT
TOOLS REQUIRED	LARGE TOOL BOX	BANDSAW	
EXPERIENCE REQUIRED	<p>BICSI Installer 1* (INST1*) have certificate</p> <ul style="list-style-type: none"> BICSI Installer 2, Copper* (INSTC*) have certificate BICSI Installer 2, Optical Fiber Have certificate 	<p>BICSI Installer 1* (INST1*) have certificate</p> <ul style="list-style-type: none"> BICSI Installer 2, Copper* (INSTC*) have certificate BICSI Installer 2, Optical Fiber Have certificate BICSI 	<p>BICSI Installer 1* (INST1*) have certificate</p> <ul style="list-style-type: none"> BICSI Installer 2, Copper* (INSTC*) Have Certificate BICSI Installer 2, Optical Fiber Have certificate IDENTIFY FIBEBICSI Technician* (TECH™) have

	<ul style="list-style-type: none"> • BICSI Technician- (TECH™) have certificate • Must Be Axis Certified • Exacq Certified • Atlona Certified 	<ul style="list-style-type: none"> • Technician- (TECH™) have certificate • Must Be Axis Certified • Exacq Certified • Atlona Certified 	<ul style="list-style-type: none"> • certificate • Must Be Axis Certified • Exacq Certified • Atlona Certified R HARDWARE
	LEAD SMALL JOB	INSTALL CABLE CUBBY / MITER CUT TABLE	
	SUPERVISE 1-2 APPREN.	INSTALL FLOOR TRAC	TERM FIBER
	COMMUNICATE W/CUSTOMER	PROGRAM AV CONTROLLERS	SPLICE FIBER
	AMOUNT & PROGRAM CARD READER	TERM AV CONNECTORS-RS232, MLC	TROUBLESHOOT FIBER
	PROGRAM ALARM PANEL	MOUNT & ADJUST CAMERAS	TEST FIBER OTDR & POWER METER
	MOUNT & LEARN IN ALARM SENSORS	PROGRAM CAMERA, SET IP ADDRESS	READ & INTERPRET FIBER RESULTS
	ALARM / SECURITY-ADD 800 # TEST FOR IGNALS	CCTV-PROGRAM NVR	
		MOUNT 2 SPEAKERS / INSTALL AMP	
		INSTALL DISPLAY & 1 HDMI INPUT	
<p>*****Once an employee reaches JOURNEYMAN LEVEL III, they will be considered at the "top" of their Classification; however, they are still eligible for yearly wage increases of 6.5%-% per year, based on Performance and at the discretion of AVD Management.</p> <p>To move beyond J3 must be certified programmer Control4 and or Extron Associate and or Extron Programming one course</p> <p>After 5 years and the required training referenced in Section 1, Article 19, below, all installers will have the opportunity to a journeyman position.</p>			

Section 2. When working outside the geographic area, area prevailing wage rates, defined as the top wage level negotiated by CWA in Telephone contracts in the geographic area in which the work will be performed shall be paid.

Section 3. The Company may give wage experience credit to an employee hired who has demonstrated experience or skills useful to the Company.

Section 4. An Installer when acting as a Leadman shall receive a differential of ten percent (10%) per day of his normal rate of pay. The responsibilities for a Leadman will include:

- (a) For all paperwork; job folders, customer sign off; and
- (b) Be responsible for total job completion as per AVD standards.
- (c) Only applies to Installer classifications.

Section 6. Job Classifications:

Each technician must have the skills and accomplishments listed and complete both a physical test and a written exam to advance to the next level. Each skill must be done to Company standards.

ARTICLE 14 TRAVEL TIME, CONDITIONS AND EXPENSES

Section 1. The permanent reporting location for each employee is designated as the Company owned or leased facility. For definition the normal recognized work coverage area for all employees covered by this Agreement is Northern California. Compensation for mileage incurred driving to and from a job site is as follows:

- Thirty-five (35) air miles from the business location or employee's residence if reporting directly to the job site whichever is closer, is considered a "no charge" travel zone.
- Travel outside the thirty-five (35) air mile zone, starting at the end of the zone, the employee will be compensated at the maximum applicable federal allowance per mile for all mileage incurred to and from job site, as well as mileage accumulated during the day when employee agrees to use his/her vehicle for Company use.
- No mileage is paid when driving a Company vehicle.

Section 2. Travel time spent by an employee in excess of miles of the time it takes to travel to and from the permanent reporting location shall be considered as working time.

Section 3. Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in traveling from one job assignment to another, or from one town to another, shall be considered as time worked.

Section 4. Employees who use their own vehicle to carry or pick up materials for company use will be paid the applicable rate as based by the IRS starting at the place of material pick up to the job site or from the shop to the job site and from site to site.

Section 5. Company vehicles that are used by employees are to be used for work purposes only. If a vehicle is assigned to an employee to take home, it is their responsibility to keep the vehicle clean and to report any repairs that are necessary in order to prevent additional damage. All laws must be obeyed. Maintenance schedules must be followed when driving Company vehicles.

Section 6. AVD will pay parking for employees carrying materials for the Company. It will be the employee's responsibility to obtain parking at the lowest cost within the job site area. When possible, employees should carpool. Employees not carrying materials and forced to park in a "pay lot" **will be reimbursed at a rate of 100%. up to a total of \$7.50. Example: \$15.00 parking charge @ \$7.50 reimbursement by employer with submitted receipt**

Section 7. AVD will not pay parking/speeding tickets. It is the responsibility of the employee to obey all traffic laws. Fast Track road tolls are not paid by the employer.

Section 8. Board and Lodging Assignment
An employee may be required to board and lodge during an assignment. The lodging will be provided by the Company and the employee will receive a daily meal allowance of \$25.00.

Section 9. Travel Expenses

When an employee is required to report to such a job site as above, the Employer shall pay for the actual cost of the employee’s transportation between his/her home and the job site at the start and completion of the assignment, and every third weekend of the assignments.

**ARTICLE 15
VACATIONS**

Section 1. Paid vacations shall be granted annually according to the following schedule and selected on the basis of seniority. Vacations will be requested and granted via company annual “Bid Basis” only for employees who are eligible on January 1 each year. Vacation bid will be sent out annually on January 15th and need to be turned in no later than January 30th. Employees who become eligible after the Jan 1 date will be allowed the opportunity to request their vacation upon their 1-year anniversary:

<u>Length of Service</u>	<u>Amount of Vacation</u>
1 year but less than 3 years	1 week
3 years but less than 5 years	2 weeks
5 years but less than 10 years	4 weeks

Employees are not permitted to take more than one (1) week at a time, paid time off. Employees are only allowed to take up to two (2) weeks per year paid time off; however not consecutive weeks in a row. Unless approved by management and the job allows Employees who do not use their allowable vacation time per year will be “paid out” for any vacation balance exceeding 40 hours, after 15 months.

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

**ARTICLE 16
HOLIDAYS**

Section 1. The following (9) holidays will be observed as paid holidays by the Company for permanent employees:

- | | |
|--------------------------------------|-------------------------|
| New Year’s Day | Memorial Day |
| Martin Luther King’s Birthday | Independence Day |
| Labor Day | Thanksgiving Day |
| Day after Thanksgiving Day | Christmas Day |
| Christmas Eve | President’s Day |

In order to receive pay for a holiday, an employee must work all of his scheduled hours the workday before the holiday and the workday after, unless vacation time is scheduled or one or both of those days at least one month in advance or he/she is excused by management.

Section 2. If a holiday occurs on a Sunday, the following Monday shall be designated as a holiday. If the holiday occurs on a Saturday, the previous Friday shall be designated as a holiday.

ARTICLE 17 LEAVE OF ABSENCE

Section 1. Any employee ordered to military duty shall be granted a leave of absence under the terms of the Uniformed Services Employment and Reemployment Rights Act.

Section 2. Any employee who is a member of a military reserve component and has a mandatory training obligation shall be granted a maximum of fifteen (15) days leave each calendar year when ordered to short tours of active duty for such purpose. In such event, the Employer will pay to such employee the difference, if any, between his/her military pay and base pay, which he/she would have received if he/she had continued within the service of the Employer for such period not to exceed fifteen (15) days. Such differential pay shall apply to only one (1) fifteen (15) day period in each calendar year.

Section 3. Leaves of absence with a guarantee of return for personal reasons may be granted.

Section 4. In the event of a death of any member of his/her immediate family, as hereinafter defined, any employee shall be granted a leave of absence, with pay a **maximum** of four (4) days.

Section 5. For the purpose of this Agreement, the immediate family shall consist of wife, husband, children, stepparents, grandparents, grandchildren, or any other designated person as set forth in California's Healthy Workplaces Healthy Families Act defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. ~~parents in-~~

Section 6. Eligible employees may take 12 weeks of parental leave within the first year of a child's arrival by birth, adoption, or foster placement. New mothers and fathers are entitled to the same amount of leave. This leave is unpaid.

Section 7. The Company agrees that regular employees who are required by law to report for jury duty shall be excused for their entire tours during the period of jury service and shall be paid wages at their regular rate of pay for a maximum of ten (10) days.

Section 8. Employees shall be given a reasonable amount of time off, with pay, to vote.

Section 9. Employees selected by the Union, as full time Union Representatives shall be granted a leave of absence upon written application to the appropriate Company representative. Upon reinstatement from leave of absence the employee will be credited with seniority, which shall accrue during such leave of absence.

ARTICLE 18 HEALTH AND WELFARE BENEFITS

Section 1. AVD will provide Company approved Medical coverage for permanent full-time employees. A full-time employee is an employee who works a minimum of one hundred twenty-eight (128) hours per month to be eligible for health insurance.

For the open enrollment year of 2022, Advanced Voice and Data will pay one hundred per cent (100%) of the lowest premium highest deductible employers choice medical premium for each full-time employee an employee can purchase a lower deductible at his or hers own expense. Due to the rising cost of Medical Insurance, Advanced Voice and Data and the Union will reopen negotiations in one (1) year to re-evaluate if the employee has to contribute to the medical plan

Section 2. AVD will provide Company approved Dental coverage for permanent full-time employees. A full-time employee is an employee who works a minimum of one hundred twenty-eight (128) hours per month to be eligible.

AVD will pay one hundred percent (100%) of the lowest medical and dental premium for each permanent full-time employee. If employee wishes to cover spouse and/or children, coverage will be provided at employee's expense.

Section 3. The Company agrees to make payroll deductions for those employees who request to join C.W.A. Federal Credit Union and will remit those payroll deductions to the Treasurer of the C.W.A. Federal Credit Union on a monthly basis. Payroll deductions must be in the C.W.A. Federal Credit Union by the 7th calendar day of the month following the close of the month's business.

ARTICLE 19 TRAINING

Section 1. Any manufacturers or Company offered training classes will be paid for by the Company, and the time spent by the employee selected for such training shall be considered working time. All employees shall be entitled to training opportunities to advance with the Company. Training hours shall be considered hours of service.

BICSI or other professional training classes (ie: Apprenticeship) will be paid for by the Company, but the time spent by the employee selected for the training will not be considered working time. Additionally, if an employee that has participated in a BICSI or other professional training class paid for by the Company resigns before completing an additional year of service with the Company, he/ she shall be responsible for reimbursing the Company a prorated amount of the cost of the class.

Section 2. The Union may assist the Company in training bargaining unit employees.

ARTICLE 20 HEALTH AND SAFETY

Section 1. The Company agrees to abide by and maintain standards of sanitation, safety, and health, which comply with all applicable Federal, State, County and City laws and regulations.

Section 2. The Company agrees that protective devices to safeguard the health of employees and protect employees from injury will be provided.

Section 3. The parties agree that a joint safety committee, comprised of an equal number of union and management representatives, may meet to discuss and recommend safety programs and procedures. The Company shall appoint the management representative and the Union shall appoint the union representative.

Section 4. No employee shall be required to work in an area that may be hazardous to his/her health or safety.

Section 5. Employees shall follow AVD's safety plan and Mandatory PPE requirements. The failure to abide by AVD's safety plan and Mandatory PPE requirements may be grounds for termination, subject to just cause. The grievance and arbitration procedures apply in such a circumstance. Any changes made to AVD's safety plan and Mandatory PPE requirements shall be referred to a joint safety committee. The joint safety committee shall be comprised of one representative from management and one union-appointed representative.

ARTICLE 21 TOOLS

REFER TO WAGE SCHEDULE / CLASSIFICATION SECTION

Section 1. Specialty tools will be supplied by AVD. Tools that are assigned to an employee are the responsibility of that employee and must be returned in the same condition. Tools that are lost or stolen due to the employee's gross negligence or willful misconduct will be charged to the employee at the replacement cost. Damaged tools should be returned immediately.

Section 2. Tools belonging to AVD that are lost due to an employee's gross negligence or willful misconduct are to be replaced or paid for at the replacement cost by such employee.

Section 3. **No employees tools are to be left on the job site overnight and no personal tools should be left overnight.**

Section 4. Employee's who having or use their own specialty tools on Company job sites is to provide a list of such tools and their serial numbers to the main office. This list should be updated as new tools are added. It is the responsibility of the employee to provide the tool list to the employer.

ARTICLE 22 UNIFORMS

Section 1. Company shirts must be worn displaying the Company Logo. The shirts will be provided at no cost, but employees are responsible for their cleaning. Any shirts that are damaged should be returned to the office for replacement.

ARTICLE 23 DRUG-FREE WORKPLACE

Section 1. It is the intent of AVD to maintain a workplace that is free of illegal drugs and alcohol and to discourage drug and alcohol abuse by its employee's. AVD has a vital interest in maintaining safe and efficient working conditions for its employee's. Substance is incompatible with health, safety, efficiency and success at AVD. Employees who are under the influence of any drug or alcohol on the job compromises AVD's interests, endanger their own health and safety and the health and safety of others, and can cause a loss of efficiency, productivity or a disruptive environment.

Section 2. To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property and operation, employee may be required to submit to drug testing. Moreover, any employee found under the influence of, using, or possession of alcohol, illegal or controlled substance on AVD property or while conducting AVD business may be disciplined or terminated.

If an employee is involved in an accident requiring medical attention, the employee will be required to take a mandatory drug test the day of the accident. A positive result may result in termination.

ARTICLE 24 CALLING IN SICK

Section 1. If an employee is sick and cannot travel to a job site, they must notify the office. If the employee knows the jobs lead person's telephone number, they should also contact his/her at least two (2) hours prior to the job start time. All employees should have a list of lead persons' telephone numbers. It is the employee's responsibility to obtain this list. Sick time is unpaid.

Employees shall follow all OSHA COVID-19 Rules.

ARTICLE 25 ATTENDANCE

Section 1. It is the responsibility of the employee to get to the job site on time. Nonexempt employees who are late will have the time deducted from their pay pursuant to California law. Continual lateness may result in termination.

**ARTICLE 26
SEPARABILITY**

Section 1. Should any part hereof or any provision(s) herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. If any provision(s) are declared to be in conflict with the law, the parties agree to meet within a reasonable period of time to negotiate a substitute provision(s).

**ARTICLE 27
HIRING REFERRAL SERVICE**

Section 1. The Company agrees to use the CWA Local 9400 Hiring Referral Services as set forth in Appendix B for the purpose of acquiring new hires, rehires, full time, part time, temporary, and or occasional employees.

**ARTICLE 28
SEVERANCE PAY**

Section 1. In the event of permanent layoff, each employee with more than five (5) years of continuous service with the Employer so laid off, shall receive severance pay in accordance with the table below:

5 years but less than 6 years	3 weeks ²
6 years but less than 7 years	4 weeks ³

Such payment shall be based on the employee's authorized hourly wage rate in effect at the time he/she is laid off.

Section 2. In the event an employee, who is laid off, is rehired within two year period, his/her severance rights shall be re-established on the basis of his record of continuous service, provided, however, that in the event of subsequent layoff, the severance pay to which he/she is entitled shall be subject to a deduction equal to the amount of any severance pay previously received and for which the Employer was not reimbursed.


Section 3. An employee who resigns, is retired with pension, or is discharged or otherwise dropped for cause, shall not be entitled to severance pay. An employee who is retired on account of age, but does not qualify for pension, shall be entitled to severance pay.

Section 4. Severance pay shall be in addition to all other payments in which the laid off employee is entitled, and will be paid at the time of the layoff.

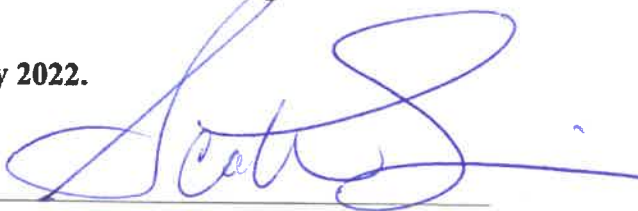
**ARTICLE 29
EFFECTIVE DATE AND DURATION OF AGREEMENT**

Section 1. This Agreement shall be effective as of **July 1, 2022**, shall remain in effect for an initial period of **3 years** to and including **TBD, 2025** and shall continue in effect thereafter until terminated by written notice given by the Union expressly stating its intention to terminate this Agreement, in which case 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 a New Agreement.

This Agreement is entered into this 1st Day of July 2022.



Union



Company




Union

Company



Union

Company



Date



(SAMPLE)

**COMMUNICATIONS WORKERS OF AMERICA LOCAL 9400
DUES DEDUCTION AUTHORIZATION**

NAME _____ **SOCIAL SECURITY #** _____

TO: _____
(Name of Company)

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

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

DATE _____ **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.

**APPENDIX AA
UNION MEMBERSHIP APPLICATION**

(SAMPLE)

MEMBERSHIP APPLICATION

NAME _____ SOCIAL SECURITY # _____
(Last Name) (First Name) (I)

HOME ADDRESS _____
(Street) (City) (State & Zip)

HOME TELEPHONE # _____ DATE OF HIRE _____

COMMUNICATIONS WORKERS OF AMERICA – AFL-CIO

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 _____

EMPLOYED BY _____

WORK ADDRESS _____
(Street) (City)

DEPARTMENT _____ JOB TITLE _____ LOCAL 9400

INITIATION FEE ___ PAID ___ NEW MEMBER ___ TRANSFER FROM LOCAL # _____

OFFICE USE ONLY

(Solicitor) (Date Accepted) (Local Secretary)

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.

APPENDIX B

COMMUNICATIONS WORKERS OF AMERICA

HIRING REFERRAL SERVICE

AFL-CIO LOCAL 9400

HIRING REFERRAL DISPATCH PROCEDURES

The following Hiring Referral Dispatch Procedures have been adopted and implemented pursuant to the terms of collective bargaining agreements between the Communications Workers of America parties to such collective bargaining agreements shall post these procedures, Local 9400 and various signatory employers. The in such places as other notices to employees and applications for employment are customarily posted.

An employer requiring the services of an employee within a bargaining unit established pursuant to collective bargaining agreement, with Local 9400, may request that the Dispatch Office provide such employee. The **employer** will call the **Dispatch Office between the hours of 9:00 AM and 5:00 PM, Monday through Friday**, to request individuals for employment. The Dispatch Office shall maintain a written log of all such requests reflecting the name of the employer, the time and date of the request, the number and type of employees requested, the location in which such employees are needed, and any other information deemed appropriate.

The Dispatch Office shall maintain appropriate registration lists, cards, and record slips of registered individuals, kept current from day to day.

An individual may register for dispatch by completing and submitting an application to the **Dispatch Office at 7844 Rosecrans Avenue, Paramount, California, 90723**. Applications may be obtained by mail if requested by phone **(562) 633-9713** from the Dispatch Office. When an individual seeks to register for the first time or seeks to re-register for new or additional classifications of employment, he/she shall furnish satisfactory proof that he/she is qualified to do the work in the particular category in which employment is sought. Standards to be used by the dispatcher in determining qualifications shall be as follows:

Revised: June 1, 2017