

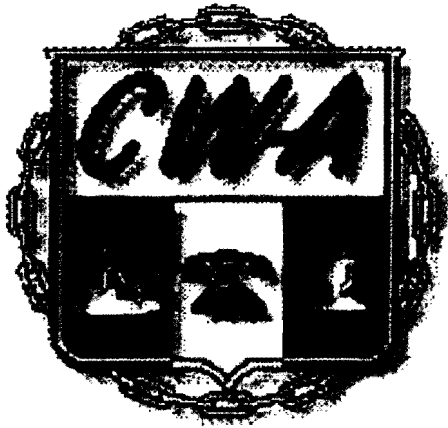
# **AGREEMENT**

**BETWEEN**

**COMMUNICATIONS WORKERS OF  
AMERICA**

**AFL-CIO LOCAL 1039 AND**

**Northeast Communications  
Global, Inc.**



Effective February 1, 2016 through January 31, 2020

This is an agreement between Northeast Communications Global, Inc., and the Communications Workers of America, (AFL/CIO), 13 West Front Street, Trenton, New Jersey 08608 (herein, "Union").

#### 1. RECOGNITION

Employer recognizes the Union as sole and exclusive collective bargaining agent with respect to hours, wages, and other terms and conditions of employment of all Communication Technician employees, which may be hired to occupational classifications which are not considered excluded by the National Labor Relations Act.

#### 2. SUCCESSORSHIP CLAUSE

Employer will not sell or assign its business without expressly providing in the contract of sale or assignment that the purchaser or assignee shall be bound by all the terms of this agreement.

#### 3. UNION SECURITY

3.01 Each employee who is a member of the Union on the effective date of this agreement shall, as a condition of employment, remain a member. Each eligible employee who is not a member, as a condition of employment, shall, no later than thirty days after his employment or the effective date of this agreement, whichever is later, become and remain a member of the Union.

On written notice from a duly authorized Union official that an employee who has been employed more than thirty days has failed to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union, the Employer will discharge such employee within seven days after receipt of such notice unless within such seven days, such employee's failure to tender such dues and initiation fees is cured.

3.02 Union cards shall be used for identification when required on official company business. Its use by any other person is not permitted. This card remains the property of CWA, Local 1039 and must be surrendered to the Union upon demand or upon termination of employment. Violation of these rules may be punishable by law as a misdemeanor.

#### 4 TOOLS AND EQUIPMENT

4.01 The Employer will supply all necessary tools and safety equipment required to perform the job. Each technician will be responsible for all tools supplied by the company. Upon termination, layoff or resignation the employee shall return all tools to company. The employer shall have the right to withhold final payment of wages and earned vacation time until all company property is returned in serviceable condition. This shall also include the return of vehicles, computers, keys, company documents, and credit cards.

#### 5. DUES CHECKOFF

5.01 Provided the Employer has received from an employee on whose account such deduction are to be made, a signed written request on a payroll deduction authorization form, attached to and made a part of this agreement as Appendix A, the Employer will deduct weekly from the employee's wages, the amount specified in that request. The Employer will forward the amount deducted to the Union's Secretary/Treasurer or his authorized agent, on a monthly basis, not later than the 15<sup>th</sup> day of the following month.

5.02 Payroll Deductions will be made in weekly pay periods for properly executed deduction authorization forms received at the Employer's headquarters on or before the 15th day of the preceding month. However, the Employer assumes no responsibility to the employee or Union for its failure to make or for any errors made in making such deductions, but will make such efforts as it deems appropriate to correct errors or omissions, if any.

5.03 Deductions shall be remitted to Union's Secretary/Treasurer no later than twenty days after the end of the preceding month during which deductions were made.

5.04 The Employer agrees to furnish the Union's Secretary/Treasurer, at the time it remits the dues deducted, a roster of all employees names addresses, social security numbers, weekly rates of pay, dates of employment, marital status, dependents and dues deducted, or if no deduction was made, the reason for not making a deduction.

5.05 An employee's authorization shall be automatically cancelled upon termination of employment. An employee's authorization shall be suspended upon leave of absence in excess of thirty calendar days.

5.06 Upon return from leave of absence, the returning employee's deduction authorization shall be reinstated in accordance with 5.02.

5.07 Any change in the amount of monthly Union dues will be certified to the Employer by the Secretary/Treasurer of the Communications Workers of America. A certificate which changes the contributions due the Union shall become effective the first day of the month following the date the Employer receives such certification.

5.08 The Employer agrees to furnish the Secretary of the Local roster of all employees' names, addresses, social security numbers, dates of employment, rates of pay, current weekly dues rate and job classification. The list is to be submitted each quarter, not later than 15 days following the quarter.

\* Whenever the masculine gender is used as a description, it is intended to include the masculine and feminine gender.

## 6. UNION STATUS AND RIGHTS

6.01 Stewards. Union will notify Employer in writing of the elected officers and stewards (and their alternates in case of the absence of any Union representative authorized to administer this agreement on behalf of the Union), and Employer shall recognize no others.

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

6.03 Administration. Those described in 6.01 and 6.02 shall be permitted to transact Union business directly related to the administration of the agreement on the Employer's premises and at times and places which shall not interfere with or interrupt the Employer's activities or any employee's performance of employment

6.04 Duties or responsibilities (whether or not that employee is covered by this agreement). If the Employer believes this privilege is being abused, it shall give written notice to the Union, which shall then endeavor to correct the situation to the mutual satisfaction of the parties. Subject to the foregoing conditions, a steward shall sustain no loss of pay.

6.05 Bulletin Board. A suitable bulletin board or bulletin board space shall be provided at the Employer's premises for Union's exclusive use.

## 7. STRIKE ETC. & LOCKOUT PROHIBITION

7.01 There will be no strike, work stoppage, work interruption, slow down, sympathy strike, picketing or boycott by the Union or any employee, and no lockout by the Employer during the life of this agreement.

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

## 8. SENIORITY

8.01 Company seniority shall be defined for the purpose of this agreement as the net credited service of the employee. Net credited service shall mean continuous employment with the Employer, beginning with the date on which the employee began work after being hired and including any time spent in the armed forces, interrupting otherwise continuous employment, or any other absence approved by the Employer.

8.02 Every new employee will be on probation for a period of one hundred and eighty days. During that probationary period the new employee shall have no seniority and may be discharged at the Employer's will. However, the Union's claim that the discharge was without just cause shall be subject to the grievance provision of this agreement but shall not be subject

to arbitration. Upon completion of one hundred and eighty days of service or sooner, at the Employer's option, the new employee shall become a regular employee with seniority retroactive to his date of hire.

8.03 In the event of a layoff, the Company shall determine the occupation classifications. Employees in the affected occupational classifications shall have the options of bumping into a lower job classification if he has more Company seniority.

An employee exercising this right to bump shall then receive the wage for the job classification he occupies after bumping and will remain on the recall list.

Management will make every effort to utilize all of our members to work on all ongoing work projects in order to prevent one or two day lay-offs. This to insure our members work at least 40 hours per week.

a) The Company shall layoff employees in the inverse order of seniority determined by the net credited service. However, if an employee in the group whose seniority would otherwise cause his layoff cannot be replaced by an employee in the same work group who is qualified to serve as a replacement with only reasonable training, the next senior employee will be laid off.

b) In the event of recall, the Employer shall recall by order of Company net credited service. Senior employee will be recalled first and so on.

8.04 All seniority rights and all other rights under this agreement shall be lost if the following occurs: (a) an employee quits employment; (b) an employee is discharged for just cause; (c) an employee is absent from active employment for one year; (d) an employee fails to return to work within seven calendar days after notice of recall is sent, return receipt requested, to the last address the employee supplied the Employer. a) An employee promoted to or transferred out of the bargaining unit but remaining in the Employer's employ, shall upon the completion of 180 days service after his return to the bargaining unit have his net credited service date adjusted to reflect his seniority to the date of hire. During this period, those employees shall be considered to have no seniority.

## 9. GRIEVANCE PROCEDURE - ARBITRATION

9.01 A grievance is a dispute involving the interpretation or application of any provision of this agreement.

9.02 Scope and Steps. Except as otherwise stated in this section, any dispute between Employer and Union will be adjusted in this way:

First Step - It is the parties' position that all complaints will be first discussed informally by the persons most closely involved including the immediate supervisor and shop steward.

Second Step - A complaint by either Union (for itself or an employee) or Employer must be filed in writing with the other within ten work days after the knowledge of the occurrence on which it is based, and with each other within ten work days in an effort to adjust it. A complaint, (other than a wage claim), not so filed or pursued will be barred.

Third Step - If the grievance has not been satisfactorily adjusted, then within thirty days of the second step grievance consultation the Union's representative and Employer's Vice President of Operations or his designate will consult with each other in an effort to adjust it. The reasons stating the parties' position will be exchanged in writing at this meeting.

9.03 Election to Arbitrate - Should the parties fail to adjust the grievance, the parties will, within 45 calendar days, refer the dispute to the American Arbitration Association by written notice requesting that agency to provide panels from which the arbitrator will be selected.

9.04 No arbitrator shall have the right to modify the Company's action. The Arbitrator shall either find that the Company's action was without just cause, thereby sustaining the Union's position, or that the Company had just cause, thereby sustaining the Company's action. The Arbitrator's decision shall be binding upon the parties and the Company and Union agree to abide thereby. The compensation and expenses of the Arbitrator shall be divided equally between the parties. It is further understood that only the Union or the Employer may process grievances to arbitration.

9.05 The date, time, and location for a grievance and arbitration hearing shall be fixed by agreement between the Union and Employer.

## 10. DISCIPLINE AND DISCHARGE

10.01 Except that a new employee will be on probation for the one hundred and eighty days and subject to discipline and discharge at Employer's will, no employee will be disciplined or discharged without just cause, and Employer will, within seven days, notify the Union in writing of any discipline or discharge.

10.02 An employee apparently subject to summary discharge shall ordinarily first be placed on indefinite suspension to afford the Union an opportunity to pursue the circumstances with the Employer. On receipt of written notice pursuant to 9.01, the Union will, within fifteen days, schedule a second step meeting as described in 9.02.

10.03 Except in instances where an employee's misconduct constitutes just cause for summary discharge, the Employer subscribes to the principle of progressive discipline, a progression consisting generally of an oral warning, followed by a written warning, followed by a one to three day suspension without pay, followed by more extensive discipline up to and including discharge.

10.04 The Employer agrees to furnish the Local Union and Shop Steward, as soon as possible, copies of all written warnings and suspensions given to any of its employees.

## 11 VACATIONS

11.01 Vacations will accrue on the following schedule:

### Service Number of Weeks

1 -3 years	1 week vacation
3-5 years	2 weeks' vacation
5+ years	3 weeks' vacation

11.02 All vacations will accrue as of the anniversary date of employment.

11.03 Any employee who takes a vacation, which overlaps one or more designated holidays, may have the vacation period extended by the number of days that coincide with the number of holidays.

11.04 Vacation pay shall be paid on the last payday immediately preceding the employee's vacation. All requests for vacation pay must be in writing, signed and approved by the employee's supervisor. Requests for vacation should be submitted no later than 21 days in advance to qualify for advanced vacation pay.

11.05 The scheduling of available vacation weeks shall be such that no more than 33% of the employees in a particular classification will be permitted to be on vacation at any one time during the calendar year. However, those employees who elect to extend their vacation period pursuant to Article 11.03 shall not be considered to be on vacation when scheduling available vacation weeks.

11.06 Vacation selections will be scheduled in order of seniority.

11.07 Vacation time request shall be pre-approved by the Operations Manager. Vacation time may not be used for "call-outs".

11.08 Vacations cannot be carried over from year to year unless specifically requested of and approved by the employer. With employer's written approval, an employee may (a) work his vacation, or  
(b) Carry it over for use during the succeeding year. Scheduling of vacations, however, shall not interfere with operational needs.

11.09 In no event shall the employee carry over more than two weeks of vacation time; unused time, beyond one week carry over, will be forfeited and cannot be "bought back".

## 12. WORK TIME

12.01 The basic work day will be eight hours, exclusive of one-half hour meal period (which will not be considered time worked). Each employee will report for work at a definite time, predetermined by the employer, between 6:00 a.m. and 9:00 a.m., and his time will run until

the end of his scheduled work period. The basic work week for each employee will be forty hours, Monday through Friday.

12.02 Any permanent change in the basic workweek or workday will be announced the week prior to the change. Temporary changes to meet business needs may occur from time to time.

### 13. CLASSIFICATIONS AND BASIC COMPENSATION

13.01 The basic requirements for each classification are as follows:

#### **Communications Technician I**

*Cable and wire installation using ceiling plenums, floor ducts, conduit, and stud drilling and associated tools and equipment.*

*Cable and wire termination using industry standard jacks and color-code.*

*Communication Tower site installation and maintenance.*

*Ability to lift 50 lbs.*

*Maintain all vehicles and equipment to ensure that they are in good working order.*

*Become Familiar with Tower Climbing and Tower Ground Operations.*

*Obtain Competent Climber/Rescue Certification.*

*Obtain OSHA 10 Certification.*

*Obtain First Aid, CPR, and AED certification.*

*Use of basic Test equipment.*

*Performing tasks to the highest level of Safety, Effectiveness, and Efficiency*

*Maintains work site safety, participates in safety training and ensures the safety of all personnel on site*

#### **Communications Technician II**

*All aspects of Communications Technician I*

*Read and Interpret Drawings, Designs, and Blueprints*

*Installs electronic communications equipment.*

*Fiber Optic and Coaxial termination using industry standard connectors and color code.*

*Electrical and environmental applications, i.e. power, lighting, and grounding.*

*Obtain RF Safety, Rigging, Connector, and Testing Certifications.*

*Complete labeling, testing and troubleshooting.*

*Obtain OSHA 30 Certification.*

*Test equipment, i.e. Cable scanners, OTDR, Power Loss Meter, and specialized gear.*

*Technician is responsible for occasional on-site customer contact.*

*Conduct on-site Safety Meetings*

*Completion of required company and customer site paperwork*

*Ability to troubleshoot communications systems*

*Ability to work independently on small projects*

#### **Communications Technician III**

*All aspects of Communications Technician II*

*Advanced installation and programming of communications equipment.*



Technician is responsible for necessary on-site customer contact.  
 Conduct on-site Safety Meetings  
 Completion of required company and customer site paperwork  
 Assist Operations team in bidding activities on smaller projects  
 Ability to run small projects

**Communications Technician IV**

All aspects of Communications Technician III  
 Make recommendations based on applicable codes, standards, and best practices  
 Technician is responsible for all on-site customer contact and site surveys.  
 Attend and represent company at customer meetings  
 Assist Operations team in bidding activities  
 Ability to run large and multiple projects

**13.02 CLASSIFICATION**

The company will conduct training of employees in order to qualify employees for promotions. The Union agrees if no employee is qualified for promotion, the company may hire from outside sources. The employee so promoted will be have a 60-day trial period in the promoted class. If the employee who is promoted doesn't qualify, he/she will be returned their former class, and the next senior qualified employee shall be promoted into the class

Employees will progress to the next highest ~~step~~ <sup>step</sup> of their progression table, starting on the Sunday of the payroll week, which includes ~~May~~ <sup>FEB</sup> 1<sup>st</sup> of each calendar year. On the anniversary of the contract employees will move to the next highest progression step of the current wage table for that year. CR

Employees on probation are not eligible to receive a progression raise. Employees on progression are eligible to receive a raise on the anniversary of the contract.

13.03 Basic Minimum Wage Rate for Hourly Employees. These rates will be retroactive to ~~April~~ <sup>FEB 1, 2016</sup> CR

Except as otherwise stated below, the basic minimum hourly wage Rates will be:

	2016	2017	2018	2019
<b>Communications Technician I</b>				
0-1 Years	13.00	13.26	13.52	13.79
1-2 Years	14.00	14.28	14.57	14.86
2-3 Years	15.00	15.30	15.61	15.93
3+ Years	16.20	16.62	16.98	17.50
<b>Communications Technician II</b>				
0-1 Years	18.00	18.36	18.73	19.10

1-2 Years	20.00	20.40	20.81	21.23
2-3 Years	22.00	22.44	22.89	23.35
3+ Years	24.00	24.48	24.96	25.48
<b>Communications Technician III</b>				
0-1 Years	24.00	24.48	24.97	25.47
1-2 Years	26.00	26.52	27.05	27.59
2-3 Years	28.00	28.56	29.13	29.71
3+ Years	30.00	30.60	31.21	31.83
<b>Communications Technician IV</b>				
0-1 Years	31.00	31.62	32.25	32.90
1-2 Years	32.50	33.15	33.81	34.49
2-3 Years	34.00	34.68	35.37	36.08
3+ Years	36.00	36.72	37.45	38.20

## 14 PREMIUM WAGE RATES

### 14.01 Overtime Rates

After forty hours paid in any week and on Saturday, an employee will be paid at one and one-half times the basic wage rate. For Sunday work, an employee will be paid at two times the basic wage rate. If, however, an employee's normal work week is other than Monday through Friday, and he works seven consecutive days, for seventh day worked, the employee will be paid at two times the basic wage rate.

14.02 Pay Basis: An employee will, except as otherwise expressly stated in this agreement, be paid only for time worked.

### 14.03 Dinner Allowance

If an employee is required to work three hours beyond his basic work day, he will be entitled to a dinner allowance not to exceed \$12.00. A receipt for dinner must be produced for the employee to receive a dinner allowance.

### 14.04 Call-in Pay

Employees who are called into work at times outside of the regular shift or work schedule shall be guaranteed at least four hours pay as the then applicable rate.

## 15. SHIFT DIFFERENTIALS

Whenever a scheduled tour of duty ends after 6:00 p.m., each employee shall receive a Night Tour Differential of ten percent (10%) of the employee's basic hourly wage rate. The Differential shall be included in wage payments by adding said this 10% to the employees basic hourly rate.

## 16. BOARDS AND LODGING ASSIGNMENT

16.01 When an employee is temporarily transferred to an assignment which requires him to begin or end his work day outside of a 125 mile radius of the Employer's office, he shall be eligible to board and lodge at or near the location of the temporary assignment, he shall elect one of the following methods of treatment in.

(a) The employee may elect to receive a board and lodging allowance of one hundred dollars (\$100.00) for each work day of such assignment. The employee shall also receive a meal allowance of forty dollars (\$40).

(b) The employee may elect to lodge in a Company-provided residence at Employer's expense and receive a daily meal allowance of \$40.00. The employer shall be able to team up an employee, of the same sex, to double occupy a room. If the employee doesn't accept that arrangement he may choose option provided in 16.01(a).

(c) The employee's initial election may be changed during aboard and lodging assignment by agreement between employee and Employer.

### 16.02 Local Hiring

Employees hired locally for the duration of a specific job are not eligible for board and lodging allowance.

### 16.03 Travel Expense

When an employee is required to report to a job site outside eighty five mile radius of the Employer's office, the Employer shall pay for actual cost of the employee's transportation between the employer's office and the job site, starting at the point of 85.1 miles traveled (in each direction). The employee remains responsible for their initial travel leg.

When traveling in the employee's personal vehicle, the employer will reimburse the mileage at the IRS recognized rate. This reimbursement begins after the first 85 miles traveled in each direction. The first 85 miles (each direction) remains the employee's responsibility.

The employee is eligible for pay, at the normal hourly rate, for travel time. Travel time pay is only applicable when exceeding 85.1 miles traveled to a job site; and only for that duration of the leg of travel beyond the first 85 miles from the employer's address, in each direction.

When time or distance is in question, the employer and employee may rely on Google Travel Directions website or MapQuest as an alternate. The employer is not responsible for excess time and/or mileage if the employee chooses not to use the most expedient route available.

## 17. METHOD OF TRANSPORTATION

The Employer may select the method of transportation to be used by the employee or may furnish part or all of such transportation by arranging for the employee to drive or ride in an Employer-provided motor vehicle without cost or by arranging for the employee to ride in supervisor's car without cost.

## 18. HOLIDAYS

### 18.01 Holidays Identified

The recognized holidays under this contract will be: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

### 18.02 Eligibility & Pay

After ninety (90) days of employment, an employee not required to work on a holiday will be paid for eight hours at his basic wage rate.

### 18.03 Holiday Work

Employees who work on a holiday will be paid at double the basic wage rate for work performed on a holiday.

## 19. MILITARY LEAVE

Employees who have a military obligation may request a two week leave of absence and will be paid the difference between their gross military pay and their normal regular weekly earnings. To qualify, an employee must submit to his supervisor his military orders directing him to report for duty. Probationary employees are ineligible for paid leave of absence.

## 20. BEREAVEMENT LEAVE

After ninety (90) days of employment, an employee will be entitled to leave of absence, as actually needed and used by him, for funeral arrangements, or attendance due to death of his most immediate family members, including: grandparents, parents, brother, sister, spouse or child. The Employer will reimburse him for scheduled work time he actually lost during this leave to a maximum of two eight-hour days at his regular wage rate.

This paid bereavement leave does not extend to family member through a marriage, except for your spouse, and does not include step family members. The employee shall be able to request time off from work as they deem appropriate, but not at the expense of the employer.

The employer shall have the right to request a copy of the obituary at their discretion.

## 21. PERSONAL LEAVE

#### 21.01 BASIS

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

#### 21.02 Condition

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

#### 21.03 Limitation

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

### 22. JURY DUTY

In the event any employee is called for Jury Duty during the life of the contract the employee may elect to use accumulated and earned vacation time while on Jury Duty.

### 23. SICK LEAVE

23.01 Employees shall earn one half (1/2) day of paid sick leave for each calendar month of continuous employment. One workday is equivalent to eight (8) hours of sick leave.

23.02. During an employee's first ninety days of employment, the employee will earn sick days, but will not receive paid sick days until they have completed ninety days of continuous employment.

23.03. Sick leave balance shall not carry over into next calendar year.

23.04 Accumulated paid sick days are agreed to for the purpose of protecting the income of an employee when ill or injured and unable to work. Accumulated sick days are not payable to an employee upon termination of their employment for any reason.

Employer may require evidence that the leave is being used properly. Abuse of this benefit will constitute cause for discipline and refund of sick pay.

23.05. All employees as described in this Article shall be permitted to take earned sick time in increments equal to the number of hours in the employee's regularly scheduled shift. A bank of hours showing the accumulation of earned sick time for each employee shall be established and maintained by payroll and an employee may only be paid those hours of sick time as are earned and accumulated in this bank.

23.06 For sick leave benefits an employee must notify his supervisor at or before his scheduled reporting time on the first day of absence. Failure to do so may cause the employee to lose that day or subsequent days' pay until he reports his illness. It is necessary for the employee to call the company at his designated start time and to call the company at the end of his designated shifts end time to inform the employer if he/she thinks that they will be attending work the next day or not. As well as for the employer to notify the employee where to report for work the next day.

23.07 if an extended leave is necessary due to Worker's Compensation related illness or accident; sick leave benefits will still be paid. Worker's Compensation insurance provide for coordination of benefits so long as the amount of money received does not exceed the regular weekly salary. Combined with accumulated sick leave, the Employer will maintain the employee's regular weekly salary for the following periods:

Employees with 0 to 2 years of net credited service will receive pay for their accumulated sick leave only.

Employees with 3 to 4 years of net credited service the employer will maintain the employee's regular weekly salary for a period of thirty days.

Employees with 4 or more years of net credited service the employer will maintain the employee's regular weekly salary for a period of forty-five days.

Employees are only eligible for this benefit once in a twelve month period and only once for the same illness or injury.

Because of the coordination of benefits clause, any monies that an employee receives from compensation or disability must be signed over to the Employer during this period.

An employee out due to a compensation claim must file the necessary claim papers to receive a weekly paycheck. The employee shall not forego filing a claim for compensation from a third-party payer at the expense of the employer.

## 24. SUBCONTRACTING

It is the policy and intention of the Employer to preserve for its own employee's all work normally and historically performed by them or work that could be performed by them.

24.01 As such time as it may become necessary to meet the requirements of peak loads or in the event that the requirements of specific job are such that no bargaining unit employee possesses the skills or training to perform the work, the Employer may contract with outside independent contractors. When such subcontracted work would dislocate current employees covered under this agreement, the employer agrees to provide 15 calendar day notices to the union.

## 25. LIMITATION OF SUPERVISORS PERFORMANCE OF BARGAINING UNIT WORK

No employee shall be displaced by a supervisor's performance of bargaining unit work, and except as provided below, supervisory personnel shall not do routine work assigned to hourly workers in the bargaining unit. It is, however, recognized that supervisory personnel must do manual work to effectively perform their jobs in certain circumstances, and therefore may perform the following items of work: Instruction and training; and work in an emergency or deadline critical period.

## 26. CONFLICT OF INTEREST

No employee while in the Employer's employ shall become contractor for the performance of any telecommunications work or the sale of telecommunications material or services without the express written prior consent of the Employer's Chief Executive Officer.

## 27. SEPARABILITY

Should any provision of this agreement be rendered or declared unenforceable by any competent tribunal, the balance of this agreement shall remain in effect.

## 28. AMENDMENT

### 28.01 Bargaining Scope

In reaching this agreement, the Employer and the Union have considered all matters lawfully subject to collective bargaining.

### 28.02 Amendment Procedure and Obligation

This agreement may be amended or supplemented only by further written agreement between Employer and Union. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement.

## 29. WELFARE PROGRAM

29.01 The Employer will provide a welfare program for all Regular employees upon completion of *six months of service*, consisting of; Life Insurance and Accidental Death Benefits equal to at least onetime the Employees Base Annual Pay, but not exceeding \$50,000.

The employer will provide, Employees in the bargaining unit, upon completion of six months service, then beginning the first day of the following month, a monthly reimbursement contribution toward their purchase of a private health plan within the Affordable Care Act Exchange.

The employer will reimburse 75% of the monthly private plan premium that the employee incurred, for each month in which the employee remained a full-time employee for the duration of that month, up to a maximum monthly contribution of \$600.00. If an employee was terminated during a month, the contribution will be prorated.

The reimbursement rate shall be based on the amount actually expended by the employee (net of any applicable government subsidiaries). The employee shall submit proof of this payment in order to receive the contribution from the employer. The employee will complete the required monthly form provided by the employer and tender that within 60 days of the monthly coverage period. The employee will then receive reimbursement (which may be considered income by the I.R.S.) not later than the first week's payroll of the following month.

The employer shall not be responsible for payments that exceed more than 60 days retroactively.

### 30. PENSION-CWA /ITU NEGOTIATED PENSION PLAN

For all regular employees covered under this agreement, upon completion of six months service, the Employer will contribute \$1.00 per hour, per employee to the CWA/ITU Negotiated Pension Plan for forty (40) hours per week.

### 31. C.W.A. SAVINGS AND RETIREMENT TRUST

31.01 After six months employment, employees shall be eligible to contribute up to fifteen percent (15%) of their basic weekly pay to the C.W.A.S.R.T.. Each employee contribution shall be deducted from the employee's wages before any taxes are taken out. (Pre Tax)

The responsibility for the coordination of the necessary forms for the payroll reduction and coordination of this plan is the Unions responsibility.

31.02 Employer agrees to match each employee's pre-tax contribution with an amount equal to twenty percent (20%) of the employee's contribution

### 32. Credit Union

Upon the voluntary written assignment of any employee who has completed six months of service, the company agrees to deduct from the employee's wages on a weekly basis, amounts due and payable to the Union designated Credit Union (the "Credit Union") as authorized by the employee. The amounts so deducted shall be forwarded to the Credit Union by the fifteenth (15th) day of the month following the calendar month in which the deductions were made.

### 33. EMPLOYMENT



As the need arises for hiring employees covered by this agreement, the Employer will first seek to have the required positions filled through the Unions employment pool, except where conditions agreed to between the parties permit otherwise. If the Union is unable to fulfill the needs of the Employer the Employer may hire as it desires.

**34. EFFECTIVE DATE AND DURATION**


This agreement shall remain in full force and effect at 12:01 a.m. 02/01/2016 until midnight 01/31/2020 and from year to year thereafter, unless either party notifies the other in writing not earlier than ninety, nor later than sixty days prior to expiration of its intention to modify or terminate this agreement.

**IN WITNESS WHEREOF, the union and the company have caused this agreement to be signed by their duly authorized representatives of this day 5 day of February 2016.**

**FOR NORTHEAST COMMUNICATIONS GLOBAL**

  
\_\_\_\_\_  
CEO

**FOR THE COMMUNICATIONS WORKERS OF AMERICA LOCAL 1039**

  
\_\_\_\_\_  
president  
CWA 1039