

AGREEMENT
BETWEEN
KASTLE SYSTEMS
AND
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
(CWA, KASTLE - I & S)
2016 - 2019

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APPENDIX A - AUTHORIZATION FOR UNION DUES PAYROLL DEDUCTION 17

THIS AGREEMENT is made and entered into the first day of October, 2016, by and between Kastle Systems (hereinafter "Employer") and Communications Workers of America, Local 13552 (hereinafter "Union"), for and on behalf of the employees hereinafter specifically designated only.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

ARTICLE 1 - TERM

Section 1. This Agreement shall begin on the 1st day of November, 2016, and shall remain in effect until and including the 30th day of September, 2019, and from year to year thereafter, provided, however, that either party may terminate this Agreement on the 30th day of September, 2019, or on the 30th day of September of any year thereafter by giving to the other party at least sixty (60) days notice in writing of such termination prior to the 30th day of September of any such year. Bargaining shall commence no later than thirty (30) days prior to the termination date.

Section 2. This Agreement shall be subject to amendment at any time by mutual consent of the parties thereto. Such amendments shall be reduced to writing, state the effective date of amendment and be executed in the same manner as this Agreement.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative of the employees contained in the bargaining unit certified by the National Labor Relations Board in Case No. 4-RC-15348. The bargaining unit consists of employees classified as installers and crew chiefs employed at any location by Kastle Systems whose main office is situated at 2325 Fairmount Avenue, Philadelphia, Pennsylvania.

ARTICLE 3 - UNION SECURITY

Section 1. As a condition of continued employment, all employees covered by this Agreement shall become and remain members in good standing of the Union on or after the thirtieth (30th) day following the beginning of their employment or the effective date of the Agreement, whichever is later. In order to maintain good standing in the Union, the employee shall tender to the Union only the initiation fees and its regular monthly dues.

Section 2. Such dues shall be required beginning on the 31st day following the execution of this Agreement or the 31st day following his employment as a hire, rehire, or recall into the bargaining unit.

Section 3. Upon written demand from the Union, the Employer shall terminate any employee within the bargaining unit who fails to tender the sum due the Union under Section 1 and 2 of this Article within forty (40) days from the date such sum is due provided the Union informs the Employer and the employee in writing and allows him an additional two (2) weeks to correct the delinquency. If the employee fails to resolve his dues delinquency with the Union during the two (2) week period and after notification to the Employer by the Union, the Employer will terminate the employee effective the end of that payroll period.

ARTICLE 4 - DEDUCTION OF UNION DUES

Section 1. The Employer agrees that upon receipt of an individual written request on a payroll deduction authorization form (which is attached to and made a part of the Agreement as Appendix A) agreed to by the parties and signed by an employee, the Employer will deduct Union dues and an initiation fee from such employee's wages.

Section 2. The Employer will forward the amount so deducted to the Secretary-Treasurer of the Union or his authorized agent.

Section 3. Payroll deductions for union dues will be made bi-monthly for properly executed deduction authorization forms received at the Employer Accounting Department on or before the fifth day of the preceding month.

Section 4. Deductions shall be remitted to the Secretary-Treasurer of the Union not later than twenty (20) days after the end of the preceding month during which deductions were made.

Section 5. The Employer agrees to furnish the Secretary-Treasurer of the Union, at the time of remitting the dues deducted, a list of employees' names, social security number and rate of pay for whom dues were deducted. Also, the names, addresses, and social security numbers of any new hires; delete the names of employees who resigned from the company, and include the names, addresses, and social security numbers of employees for whom no dues were deducted, including the reason for same.

Section 6. An employee's authorization will be automatically cancelled upon termination of employment. An employee's authorization shall be suspended upon leave of absence in excess of thirty (30) calendar days.

Section 7. Upon return from a leave of absence, the returning employee's deduction authorization shall be reinstated in accordance with the provisions of this Article.

Section 8. Any change in the amount of monthly union dues will be certified to the Company by the Secretary-Treasurer of the Communications Workers of America. A notification which changes the contributions due to the Union shall become effective the first day of the month following the date the Company receives such notification.

Section 9. The Union agrees to hold the Employer harmless from any action or actions growing out of the deductions set forth in this Article 4 and commenced by an employee(s) against the Employer.

ARTICLE 5 - NON-DISCRIMINATION

It is agreed by the Employer and the Union that in carrying out their mutual obligations under this Agreement both will remain in compliance with any or all applicable statutes, laws, regulations and executive orders relating to discrimination.

ARTICLE 6 - ADJUSTMENT OF DISPUTES AND ARBITRATION

Section 1. The Union may designate a Steward whose function shall be to serve as a negotiating representative and process grievances submitted by employees or the Union. Discussions between the Steward and the Employer's representative shall be at such time and place as not to interfere with work in progress. The Employer agrees to grant reasonable time for the Steward to meet with its representatives for grievance resolution. The Union will notify the Employer in writing upon the appointment or change of a Steward.

Section 2. A grievance is any dispute, controversy or complaint involving a condition of employment, the interpretation or application of any provisions of this Agreement or any other difference or dispute between the Union or the employees and the Employer.

Section 3. Grievances shall be taken up for adjustment between the employee and the immediate supervisor in the presence of the Union Steward. The discussion of the grievance with the immediate supervisor must take place within thirty (30) days of its occurrence or from knowledge of its occurrence or it shall be deemed waived. In the event a satisfactory settlement of the issue is not reached within three (3) working days from this meeting, it shall then be reduced to writing by the National Representative of the Union or his designated representative and then be discussed with the Employer's president or his designated representative within thirty (30) days. Should the parties fail to adjust the matter satisfactorily within thirty (30) days from the date of submission of the written grievance, either party may request arbitration by giving written notice to the other party. Any time limits may be extended by mutual consent.

Section 4. An arbitrator shall be secured and the arbitration shall be conducted under the then existing Voluntary Labor Arbitration Rules of the American Arbitration Association.

Section 5. The Arbitrator's fee and all expenses connected with the arbitration shall be borne equally by the Employer and the Union.

Section 6. The Arbitrator shall only have jurisdiction and authority to interpret, apply or determine compliance with this Agreement and (where involved) to determine if the discipline or discharge is reasonable and for just cause. The Arbitrator shall be authorized to make an award of the appropriate remedy, if any, including pay for lost time where applicable. The Arbitrator shall not be authorized to alter, amend, or change in any way the terms of the Agreement.

Section 7. The parties, by mutual consent, can extend any of the time limits in this Article in an endeavor to settle a grievance amicably.

Section 8. The Employer agrees that the National Union Representative or his designated representative may visit the work site at reasonable times for the purpose of investigating specific grievances or other business pertaining to the contract, except that no investigation shall interfere with the efficient operation of the shop or interrupt any of the work performed by the employees.

Section 9. No Steward shall be discriminated against by the Company because of faithful performance of his duties as Steward.

Section 10. A union Steward may be granted unpaid work time to attend to union business upon reasonable advance notice and without loss of any benefits. A union Steward shall not attend to more than thirty (30) days of union business in any calendar year.

ARTICLE 7 - DISCHARGE, SUSPENSION AND DEMOTION

Section 1(a). No employee covered by this Agreement shall be discharged, suspended or demoted except for just cause. Proven use of or being under the influence of alcohol or controlled substances, or dealing in controlled substances, at any time immediately before or during the work day (including breaks) or while in uniform, using a company vehicle or on company premises, shall be just cause for discipline up to and including discharge. The only issue for an arbitrator in such a case shall be proof of the use, being under the influence of or dealing in such controlled substances or alcohol. Copies of written warnings shall be supplied to the shop Steward. Written warnings in an employee's file for longer than thirty-six (36) months shall not be used for disciplinary purposes except when similar infractions have occurred within the 36 month period.

Section 1(b). Employees may review their personnel file at least once in a calendar year.

Section 2. The Employer shall give the appropriate Union Representative immediate notification in writing of a discharge, suspension or demotion. Such notice shall contain a full explanation of the reason for such action.

Section 3. A written claim that the discharge, suspension or demotion was without just cause must be filed by the Union within 33 days.

Section 4. Subject to Section 1 hereof, the question of whether "just cause" exists for the discharge, suspension or demotion shall be subject to the grievance and arbitration procedure.

Section 5.

- (a) An employee who has less than twelve (12) months of service shall be considered probationary and, as such, if discharged by the Employer shall only have the right to grieve the discharge to the first (1st) level of the grievance procedure.
- (b) If an employee has twelve (12) or more months of service, the Union's claim shall be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 8 - SENIORITY - LAYOFF

Section 1. Seniority is defined as length of continuous service with the company from date of hire or rehire following a termination of seniority as defined in Section 7. Employees with less than twelve (12) months of service shall be considered probationary and not accrue seniority for layoff purposes during that period.

Section 2. The Employer will recognize the principle of seniority during a layoff. Employer will give three (3) weeks notice to any employee who is to be laid off, or in lieu thereof shall give three (3) weeks pay or allow the employee to work at another job for three (3) weeks at his then current hourly rate of pay.

Section 3. If layoffs are necessary due to lack of work, the Employer and the Union will discuss possible alternatives, e.g., accelerating vacations, but if no alternative is mutually agreeable, the Employer will use the following order for layoffs:

- (a) Probationary employees shall be laid off first.
- (b) All other employees shall be laid off in reverse order of their seniority rating.

Section 4. When work resumes, employees with the most seniority shall be recalled first.

Section 5. When employees are recalled to work or laid off, notice shall be given to the Steward containing the name and order of layoff or recall including the reason.

Section 6. The Employer shall post a seniority list on the bulletin board and shall keep it up to date.

Section 7. Seniority shall terminate if:

- (a) An employee quits;
- (b) An employee is discharged for just cause;
- (c) An employee fails to report for work within five (5) days when recalled to work by registered mail or telegram provided that no employee shall lose seniority if said employee notified the employer of his intent to return to work within five (5) days and returns to work within two (2) weeks;
- (d) An employee is absent for two (2) consecutive work days without giving notification (exceptions will be made for bona fide extenuating circumstances where communication to the Employer is not possible);
- (e) An employee is on disability for more than twelve (12) months.
- (f) An employee is on layoff for more than eight (8) months.

Section 8. The Employer agrees to recognize the principle of seniority in the promotion of employees to higher rated jobs within the bargaining unit. When ability is equal, the employee with the highest seniority shall be given preference.

Section 9. The Employer agrees to post all job openings which occur. All employees will be offered the opportunity to submit their names for consideration in accordance with Section 8 above.

Section 10. Seniority shall not accumulate during layoff. Seniority shall accumulate during a worker's compensation absence for six months only. Seniority shall accumulate during a disability absence for only the time disability payments are paid.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

Section 1. Subject to the operating needs of the Employer, including requirements of its customers, the normal work day shall be eight (8) consecutive hours from 7:00 A.M. until 3:30 P.M. excluding a one-half (1/2) hour unpaid lunch period and the normal workweek shall be Monday through Friday. Meal periods shall be taken near the midpoint of tours.

Section 2. All work performed beyond eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. There shall be no pyramiding of overtime. The Employer shall determine when overtime shall be worked and shall have the right to require the employees to work a reasonable amount of overtime. Notice of overtime shall normally be given four (4) hours before the end of the work day except in the case of emergencies.

Section 3. All work performed on Sunday shall be paid at double the straight time rate of pay.

Section 4. Each employee shall be permitted one relief period of fifteen (15) minutes during the work day.

Section 5. To the extent practical and consistent with operating needs, the Employer will endeavor to equalize opportunities for overtime within classifications.

Section 6. When an employee is called out on a trouble or emergency call outside of his regular working hours, he shall be paid from the time he leaves home until he returns home with a minimum of two (2) hours at the time and one-half (1 1/2) rate. Response time for a call out is one hour, however, no discipline will be issued as long as the response time does not exceed 90 minutes.

Section 7. When employees are requested to be available for emergency service calls (standby), the standby pay shall be \$40.00 for the entire standby rotation. There are two such rotations: 3:30 p.m. Monday until 7 a.m. Friday and 3:30 p.m. Friday until 7 a.m. Monday.

Qualified on-call employees may swap schedules with other qualified employees with management approval.

Section 8. To the extent practical and consistent with operating needs, call outs shall be rotated.

Section 9(a). An employee required to work six (6) hours or more on night call out, with at least two (2) full hours past midnight, beginning on a day on which he or she has already worked a regular shift, and only where he or she is scheduled to work on the next calendar day, shall, at the Employer's discretion:

- (1) be allowed to report four (4) hours late on such next calendar day, or
- (2) be allowed to leave work four (4) hours early on such next calendar day in either case without loss of pay. The employee's preference as to the four (4) hours off shall be given consideration.
- (3) An employee working sixteen (16) straight hours will not be required to report to work for ten (10) hours.

Section 9(b). An employee required to work eight (8) hours or more on night call out, with less than two (2) full hours past midnight, beginning on a day on which he or she has already worked a regular shift, and only where he or she is scheduled to work on the next calendar day, shall be allowed to report to work two (2) hours late on such next calendar day. Employee shall work, and be paid for, a six (6) hour shift on this next day, unless additional work hours are required. Employee will notify Department Manager of his arrival plans prior to the start of the next work day.

Section 9(c). An employee required to work four (4) hours or more past midnight on night call out, but less than six (6) hours total, beginning on a day on which he or she has already worked a regular shift, and only where he or she is scheduled to work on the next calendar day, shall be allowed to report to work two (2) hours late on such next calendar day. Employee shall work, and be paid for, a six (6) hour shift on this next day, unless additional work hours are required. Employee will notify Department Manager of his arrival plans prior to the start of the next work day.

Section 9(d). Hours employee receives pay for, but are not actually worked, do not count towards the hours calculated to determine whether the employee receives this benefit as detailed in Section 9.

Section 10. To the extent practical and consistent with operating needs, if work on the weekend is required, the employee shall be notified by 5:00 P.M. on the Thursday immediately preceding the weekend.

Section 11. A night shift crew person shall work hours of Monday to Friday from 3:30 p.m. until 11:30 a.m. Time after 11:30 a.m. will be designated as overtime. The night shift crew will be designated as first on-call from Monday through Thursday. A night shift differential of ten percent (10%) shall be added to the base wage rate of night shift employees. Work schedules of employees for night shift assignment shall be rotated periodically, first among volunteers by seniority selection or by management assignment if there are no volunteers.

Section 12. Any employee who is required to use their personal vehicle for business use will be reimbursed for business miles at the IRS rate.

ARTICLE 10 - PAID HOLIDAYS

Section 1. Paid holidays shall consist of the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
2 Floating Holidays

Section 2. Should any of the holidays fall during the employee's vacation, he/she shall receive an additional day with pay. If any of the holidays fall on a Saturday, the holiday will normally be observed the prior Friday. If any of the holidays fall on a Sunday, the holiday will normally be observed the following Monday. Floating Holidays shall only be scheduled on regular work days.

Section 3. An employee will be paid for eight (8) hours of his regular rate of pay when off for a holiday. If the employee is required to work any of the above holidays, he shall be paid at the rate of one and one-half (1 1/2) times his rate of pay for each hour worked in addition to the regular holiday pay listed above.

Section 4. To be eligible for holiday pay an employee must:

- (a) have accrued ninety (90) days of seniority
- (b) not have failed to report to perform scheduled or assigned work on the holiday after agreeing to work such holiday except for good cause shown; and
- (c) have actually worked his full last scheduled work day preceding the holiday and his full first scheduled work day succeeding the holiday unless excused by the Employer.

Section 5. To the extent practical and consistent with operating needs, holiday work shall be rotated.

ARTICLE 11 - VACATIONS

Section 1. Vacation season shall be from January 1 to December 31.

Section 2. Effective January 1, 2005, annual leave accrues to the benefit of the employee at a bi-weekly rate, as set forth in the following table:

<u>Continuous Service</u>	<u>Vacation Entitlement</u>
Less than 5 years	80 hours (2 weeks)
5 to 10 years	120 hours (3 weeks)
Over 10 years	160 hours (4 weeks)

Section 3. Vacation may be taken only in eight (8) hour (full day) increments and must be approved by supervisor in advance in writing.

Section 4. Vacation selection shall be made at least thirty (30) days prior to the time requested. Subject to operating requirements, selection will be granted in seniority order. Company decision on vacation scheduling shall be final.

Section 5. Vacations for any given year must be completed within the calendar year, except that up to ten (10) paid days may be carried over into the following year. Unused vacation days not subject to carryover shall be liquidated in cash only where the Employer has requested the employee forego such vacation. Vacation days not used or eligible for carryover shall be lost.

Section 6. When employees are removed from the active payroll for any reason, except discharge for just cause, they shall be paid the vacation allowance for the time not used provided they give two (2) weeks notice and actually work the final two weeks.

ARTICLE 12 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the exclusive right to manage its business except as specifically modified by this Agreement.

ARTICLE 13 - FUNERAL LEAVE

Section 1. In the event of a death in the employee's immediate family (spouse, mother, father, children, sister, brother), the employee shall be allowed an absence of up to three (3) work days including the day of the funeral and the employee shall receive pay for actual time lost at his regular rate.

Section 2. In the event of the death of grandparents or brother-in-law, sister-in-law, mother-in-law or father-in-law, the employee shall be allowed an absence of one day including the day of the funeral and the employee shall receive pay for actual time lost at his regular rate.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 1. Except in bona fide emergencies or for purposes of training, no member of management shall be permitted to do bargaining unit work covered by this Agreement.

Section 2. Employees who perform two (2) weeks summer active duty in the military reserve or National Guard shall be paid the difference between their military pay and regular Company pay.

Section 3. The Employer will provide all necessary tools for each job. Employees shall be made responsible for the safe keeping of tools and replacement cost of lost tools. Worn out or broken tools will be replaced by the Employer, except in the case of negligence by the employee. In the case of lost radios, employee liability shall be limited to \$50.

Section 4. In case of vehicle accident in which the employee is deemed to be negligent, employee liability shall be limited to one half (1/2) the uninsured expenses of repair up to \$250.

Section 5. Except in the case of installation of new construction projects or in buildings undergoing renovations, the Employer agrees it will not subcontract any of the work normally performed by bargaining unit employees unless all such employees are scheduled for a regular full work week or it is impractical for such employees to do the work, e.g., because of distance to be traveled, provided also that the Employer will attempt to have such work performed on overtime where the cost does not exceed the cost of subcontracting. New wire pulling work, not already subcontracted, will no longer be covered by the exception for new construction projects or buildings undergoing renovation.

Section 6. An employee required to work at a location beyond commuting range shall receive Employer paid board and lodging for each day on assignment. An employee shall be paid a daily meal allowance of \$35.00.

Section 7. Company vehicles used for service work over the weekend, then taken home, shall be returned by Monday morning.

ARTICLE 15 - SHORT TERM SICKNESS AND ACCIDENT LEAVE

Section 1. The Company provides a maximum of 5 paid sick days per year. The employee is required to notify his/her supervisor of illness prior to the time he/she is scheduled to work. For any absence of three consecutive working days, the employee will be required to furnish a doctor's certificate to be eligible for sick pay. Sick leave is not to be taken as a matter of right. It is provided to cover situations of actual illness or accident.

Section 2. Employees on disability or worker's compensation will be eligible for one week (40 hours) of base pay for each year of continuous service up to a maximum of four (4) weeks. After the first week, the payment shall be for the difference between any benefit under the employer's sickness and accident insurance policy and the normal weekly pay.

Section 3. The Company will pay employees for up to five days per calendar year for time missed due to injury on the job, given that such injury results in a valid worker's compensation claim, but only for time that employee does not receive worker's compensation pay.

ARTICLE 16 - SAFETY AND HEALTH

Section 1. The Employer will make all reasonable provisions for safety and health of its employees during hours of employment. The Employer and Union will cooperate in the investigation and elimination of hazardous conditions and the improvement of the safety record. The Company agrees that reasonable protective devices to safeguard the health of employees and protect employees from injury will be provided.

Section 2. The Employer will provide lockers for each employee's use.

Section 3. Employees will not be required to drive any Company vehicle with expired state inspection stickers.

Section 4. The Employer and the Union agree to implement a drug and alcohol abuse testing and treatment program that shall conform to these requirements:

- (a) The company shall not require any employee to submit to drug or alcohol testing unless there is a reasonable suspicion of work impairment. Random or across the board testing shall not be used.
- (b) A supervisor making a claim of reasonable suspicion must have specific observations concerning appearance, behavior, speech or body odors of the employee or other reasons.
- (c) An employee required to be tested shall be allowed time to consult with his shop Steward and a Steward will be made immediately available to the extent practical.
- (d) Testing shall only be done at a qualified facility with guarantees of privacy and confidentiality to the employee. The report of any testing shall describe the tests performed, methodology used, and results. The report must be reviewed with the employee and kept confidential to protect the employee. The report may only be provided for medical treatment needs, grievance procedure needs, or lawful subpoena.
- (e) Refusal to be tested shall be just cause for termination.
- (f) An employee required to be tested who tests positive on a confirmatory test shall be referred for treatment. Refusal to participate in treatment shall be just cause for discipline up to and including termination. Upon completion of treatment, the employee may be subject to follow up testing at two (2) times, within one year, to be selected by the employer. A positive result on such a test shall be just cause for discipline up to and including termination.
- (g) An employee may request a retest of the sample originally provided at another facility to be mutually selected by the company and union. Such retest must be performed immediately and shall be at the employee's expense (subject to reimbursement if the second analysis reveals that the original positive result was incorrect).
- (h) The company shall provide and continue a program of counseling and rehabilitation in its health insurance program for employees referred under this program. Additionally the program shall provide for the voluntary referrals of employees or members of their families for similar treatment. Use of rehabilitation services provided shall not result in discipline or exclusion from any other benefit program.
- (i) Employees shall be notified of the employer's drug and alcohol treatment program and the availability of nondiscriminatory use for volunteers by posting of notices and by direct offer to any employee demonstrating possible impairment or other problems.
- (j) Driving a company vehicle while under the influence of alcohol or illegal drugs shall be just cause for termination.

ARTICLE 17 - COMPANY PLANS

Section 1. The company will provide for its employees and their dependents the existing health and welfare benefits including hospital, medical, and life insurance with exceptions as noted in Section 2. The union shall be consulted during the process of carrier selection and be furnished with copies of the plan agreement.

Section 2. Effective January 1, 2017, for the remainder of the contract, the company shall withhold, per pay period, a co-pay for individual health care coverage as follows:

.0011 x annual salary
with a minimum of \$13.00 and a maximum of \$135.00

For the length of the contract, the company shall withhold, per pay period, a co-pay for family health care (including dental) coverage as follows:

.333 x the family health care premium paid by the company

Section 3. The Union will make available the CWA/ITU Negotiated Pension Plan, the CWA Health and Welfare Trust, and the CWA Savings and Retirement Trust. This does not embody any obligation to establish any benefit except as otherwise provided in this agreement.

ARTICLE 18 - BULLETIN BOARDS

The Union shall have the use of a bulletin board at each location covered by this Agreement for the posting of Union notices, bulletins and other official material of interest to its members.

ARTICLE 19 - JURY DUTY

An employee who loses work because he is called for and serves on a duly constituted jury or is subpoenaed, and therefore is required to go to court, shall be paid the difference between his regular salary for the period involved and any money that may be received because of such service so the employee shall receive a full week's pay. This benefit applies for a maximum of six weeks.

ARTICLE 20 - NO STRIKE-NO LOCKOUT

Section 1. The Union agrees that neither it nor the employees, individually or in concert, will engage in, authorize, encourage, condone or permit a strike (including sympathy strike), work stoppage or slowdown, as a result of a dispute with the Employer, or any dispute between any of Employer's customers or any building in which such customers are located and the Union or any other labor organization, and the Employer agrees that it will not engage in a lockout during the term of this Agreement.

Section 2. If the Employer alleges that a sympathy strike is threatened, has occurred, or is occurring, it shall be entitled to obtain immediate arbitration of the violation. In this event, notice shall be made by telegram, registered mail, or other means offering an objective verification of receipt, to the other party to this Agreement and to the American Arbitration Association. The arbitrator shall be selected within 24 hours from a panel of three supplied by the American Arbitration Association, shall hold a prompt hearing within forty-eight (48) hours thereafter and shall render an award within twenty-four hours after the hearing. In such case, the arbitrator shall make findings of fact concerning the alleged violation, and if a violation shall be found to have occurred, he/she shall prescribe an order requiring any party or parties or employee or group of employees to desist from any sympathy strike.

Section 3. The obligation of the Union in the case of a sympathy strike shall be to undertake reasonable efforts to resolve any such dispute after the employer has provided notice and allowed opportunities to investigate and seek termination or compromise of the dispute. If the Employer invokes mandatory arbitration under Section 2, the Union is not obligated to continue such efforts and shall have no further obligation under this Section 3 until the arbitrator has issued a decision.

Section 4. The Employer's interest in service to the customer during the resolution of any dispute is not limited, and until the dispute is resolved, the Employer may assign a supervisor or any other personnel or subcontract the particular work not being performed as a result of the dispute. This does not limit the Union's obligations otherwise set forth in this Article 20, or in the grievance - arbitration provision of this Agreement.

ARTICLE 21 - CLASSIFICATIONS AND WAGE RATES

Section 1.(a) Classifications and rates of pay for employees in the I&S Department shall be:

<u>CLASSIFICATION</u>	<u>WAGE SCHEDULE</u>	<u>EFFECTIVE:</u>		
		<u>10-1-16</u>	<u>10-1-17</u>	<u>10-1-18</u>
(a) Installer	at start	16.11	16.43	16.76
	at 6 months	17.70	18.05	18.41
	at 18 months	18.92	19.30	19.69
	at 30 months	20.26	20.66	21.08
(b) Installer II		22.26	22.70	23.16
(c) Crew Chief		24.20	24.69	25.18
(d) Crew Chief II		25.96	26.45	26.94

Crew Chiefs may be promoted into the Crew Chief II category when they demonstrate a superior level of technical expertise, installation skill, service expertise, and the ability to train fellow technicians.

Installers may be promoted into the Installer II category when they have relevant experience, and they consistently exhibit excellent skills and knowledge for the Installer level, or have relevant or equivalent crew chief experience from previous employment.

Section 1.(b) Employees performing wire pulling work (of a kind previously subcontracted) in new buildings in the process of general construction or in a building, part of which is under major construction, only in those parts of the buildings under such major construction, shall be paid as follows:

<u>CLASSIFICATION</u>	<u>EFFECTIVE: 10-1-16 *</u>
Installer at start	20.00
Installer at 30 months	22.53
Installer at 39+ months	30.81
Crew Chief	52.85

Wire pulling work in any other situation shall be paid in accordance with the normal hourly rates set forth in this agreement.

* These hourly rates will be determined by the future contracts negotiated by Local Union 98, I.B.E.W.

Section 2.

(a) As new equipment or processes are introduced into business, or as the state of the art advances with respect to equipment presently a part of the business, it being recognized that it is advantageous for the company to seek out and introduce profitable process or equipment lines, it is understood that the Employer will keep its employees constantly informed as to such additions. It is also recognized as equally advantageous that the employees seek and maintain knowledge, proficiency and familiarity with such equipment, processes and advances within the Employer. If new equipment or processes which require different skills to install or service are introduced into the business, employees shall be given all possible opportunities to be trained on such equipment. It is further understood that the Employer shall wherever possible participate and cooperate with employees in appropriate instruction, schooling or training programs.

(b) If an employee voluntarily declines training in such areas or if after reasonable training he is not qualified for such work, thus reducing or impairing his ability or qualifications to progress to more complicated work or to do his normal work, the Employer may, upon a review of the facts, temporarily halt normal pay progression corresponding with seniority until such time that the employee is willing and qualified to progress or, upon just cause, may terminate the employee. The Union will be fully notified of any such case and informed of all relevant facts. If the Union believes any such case to be unjustified, the matter shall then be considered as a grievance and shall be handled in accordance with Article 6 of this Agreement.

Section 3. Flexible Starting Rates. When in the judgment of the Employer an increase becomes desirable in starting or other rates the Employer shall so notify the Union and discussion will take place as to the starting or other rates and method of progressions from the new starting or other rates to the existing of new schedule.

Section 4. Exceptional performance may, at the option of the Employer, be recognized by a promotion of the employee demonstrating such performance to a higher classification. The Union will be informed of any such promotions.

Section 5. Employees covered by this Agreement will not be permitted to contract for any work or job of a nature similar to his regular employment with the Employer.

ARTICLE 22 - SALE OF BUSINESS

Section 1. In the event that the Employer sells or transfers operations or assets that affect work of the bargaining unit, the Union will be notified before the closing date of the sale or transfer for consultation on employee impact. If a sale or transfer is consummated the Employer will undertake its best efforts to arrange a meeting between the purchaser and the Union.

I&S 2016 - 2019

Intending to be legally bound thereby, the parties hereto have executed this Agreement as of the date first written above.

FOR COMMUNICATIONS WORKERS
OF AMERICA, LOCAL 13552

Richard A. Marra Jr.

Richard A. Marra Jr.
President CWA
Local 13552
November 7, 2016

FOR KASTLE SYSTEMS

Robert E. Kieffer

Robert E. Kieffer
General Manager
November 7, 2016

FOR COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

N/A R M Jr.
CWA Representative

