

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

GOODMAN COMMUNICATION SERVICES, LLC

AND



COMMUNICATIONS WORKERS OF AMERICA

EFFECTIVE DATES

FROM: NOVEMBER 30, 2020

TO: DECEMBER 15, 2023

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TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1 – RECOGNITION	4
ARTICLE 2 – DEFINITIONS	5
ARTICLE 3 – AGENCY SHOP	10
ARTICLE 4 – DEDUCTION OF UNION DUES	11
ARTICLE 5 – COMPANY UNION RELATIONSHIP	14
ARTICLE 6– DISCIPLINE AND DISCHARGE	19
ARTICLE 7 – GRIEVANCE PROCEDURE	21
ARTICLE 8 – ARBITRATION	24
ARTICLE 9 – HOURS OF WORK AND OVERTIME	26
ARTICLE 10 – HOLIDAYS	30
ARTICLE 11 – PAID TIME OFF	32
ARTICLE 12 – OTHER TIME OFF	39
ARTICLE 13 – LOCAL ASSIGNMENT AND TEMPORARY TRANSFER	42
ARTICLE 14 – PERSONAL USE OF AUTOMOBILE	48
ARTICLE 15 – FORCE ADJUSTMENT	49
ARTICLE 16 – BENEFITS PLANS AND PROGRAMS	54
ARTICLE 17 – WAGES	56
ARTICLE 18 – HEALTH AND SAFETY	65

ARTICLE 19 – CONTRACTING AND BARGAINING UNIT WORK	67
ARTICLE 20 – NEW JOB TITLES.....	68
ARTICLE 21 – NON-DISCRIMINATION	70
ARTICLE 22 – NO STRIKE NO LOCKOUT	72
ARTICLE 23 – MANAGEMENT RIGHTS.....	73
ARTICLE 24 – SEVERABILITY	74
ARTICLE 25 – SUCCESSORS	75
ARTICLE 26 – DURATION.....	76
LETTER OF AGREEMENT MUTUAL RESPECT AND APPRECIATION.....	77
LETTER OF AGREEMENT QUATERLY INCENTIVE PROGRAM	78
LETTER OF AGREEMENT DRUG TESTING	82
LETTER OF AGREEMENT JOINT SKILL COMMITTEE	84
LETTER OF AGREEMENT LOCAL NAVIGATION POINT	86

PREAMBLE

This Agreement made and entered into by and between Goodman Communication Services, LLC (Company) and Communications Workers of America (Union).

Whereas, the parties have engaged in collective bargaining for the purpose of developing a general agreement on wages, hours of work, and other conditions of employment;

Now, Therefore, in consideration of the promises and mutual agreements contained herein, the Company and Union agree as follows with respect to the employees of the Company recognized as being represented by the Union.

ARTICLE 1 RECOGNITION

1.01 The Company hereby recognizes the National as the exclusive bargaining agent with respect to rates of pay, wages, hours of employment and any other conditions of employment on behalf of all employees in the bargaining unit, as defined in Article 17 and those whose job titles are created pursuant to the new job titles provisions of this Agreement.

1.02 The parties hereto agree that collective bargaining shall be carried on between authorized representative(s) of the Company and the Union, and that no Agreement shall be effective and binding upon the Company or the Union unless and until it is reduced to writing and signed by the authorized representative(s) at the Headquarters level of the Company and at the National level of the Union.

ARTICLE 2 DEFINITIONS

2.01 Except where otherwise indicated, the following definitions of terms shall apply throughout this contract:

- A. Adjustment Area – 60-mile radius around the employee’s Local Navigational Point (LNP).
- B. Base Location means a city listed in the Letter of Agreement – Local Navigational Point and Adjustment Area attached hereto and made a part hereof.
- C. Company means Goodman Communication Services, LLC.
- D. Conditional Opt-Out means an employee agrees to (1) decline coverage under the Company’s medical and dental plans for the upcoming coverage period and (2) during each annual enrollment period and any other enrollment period, provide reasonable evidence (such as the employee’s attestation) that the employee and all the employee’s federal income tax dependents will have other minimum essential coverage (e.g., group health coverage, but not individual coverage) for the upcoming coverage period.
- E. Employee are those employed by the Company and are covered under Article 1 – Recognition of this Agreement.
- F. Layoff or Laid-Off shall cover a termination of employment arising out of a reduction in the force pursuant to Article 15 – Force Adjustment.

- G. Local Assignment means the assignment of an Employee to a work location which is within a range of travel on a daily basis from the applicable Local Navigation Point (LNP) or Reference Area.
- H. Local means any one of the chartered Locals of the National as now or hereafter constituted and which represent the Employees working in the respective areas of the of the Company. The Locals as of the date of this contract are as follows:
- Arizona, New Mexico, El Paso County Local No. 7090
 - Connecticut - Massachusetts Local No. 1290
 - MW Missouri - E. Kansas City Local No. 6391
 - Missouri-Arkansas-Kansas Local No. 6390
 - New Jersey Local No. 1090
 - New York/New England - Local No. 1190
 - Nebraska – Minnesota – Iowa - North Dakota - South Dakota Local No. 7290
 - Ohio – Wisconsin - Indiana Local No. 4390
 - Pennsylvania East – Delaware Local No. 13590
 - Texas Oklahoma Local No. 6290
 - Washington, DC – Maryland – Virginia – West Virginia Local No. 2390
 - Washington, Oregon, Nevada, Utah, Colorado, Alaska, Idaho, Montana, Wyoming, Hawaii, California Local No. 7590
- I. Local Navigational Point (LNP) – means the fixed point in the work location designated by the Company for the purpose of computing travel time and transportation

expense allowances pursuant to Article 13 - Local Assignment and Temporary Transfer Assignment. Also referred to in the Letter of Agreement – Local Navigation Point and Adjustment Area as Computation Point.

- J. Long Term Temporary Transfer - When an employee is required to travel to a customer work location which due to the nature and/or the longevity of the assignment requires overnight accommodations and it is not feasible for the employee to travel to and from his/her residence on a daily basis and which is greater than six (6) consecutive weeks.
- K. Management means the supervisory personnel of the Company.
- L. National means Communications Workers of America.
- M. Overnight Travel Reference Area – A sixty (60) mile radius the center of which is a lodging location where the employee is staying on a temporary transfer assignment.
- N. Overnight Travel Reference Point – A lodging location where the employee is staying on a temporary transfer assignment.
- O. Permanent Transfer means the transfer of an Employee from one Adjustment Area to another Adjustment Area on a permanent basis.
- P. Reference Area – A sixty (60) mile radius, the center of which is the employee’s Reference Point.
- Q. Reference Point – The employee’s official residence of

record if it is within the sixty (60) miles of the Local Navigational Point (LNP). Otherwise, the reference point will be the LNP.

- R. Regular full-time employee shall be deemed to be any employee regularly scheduled to work forty (40) hours or more per week.
- S. Regular part-time employee are those who are employed and normally scheduled to work fewer hours per average month than comparable full time employees.
- T. Temporary employee is one who is engaged for a specific project or a limited period, with the definite understanding that his/her employment is to terminate upon completion of the project or at the end of the period.
- U. Temporary Transfer- When an employee is required to travel to a customer work location which due to the nature and/or the longevity of the assignment requires overnight accommodations and it is not feasible for the employee to travel to and from his/her residence on a daily basis.
- V. Term of Employment means the continuous service based on the number of completed years served by the employee with the Company beginning with the date of the employee's most recent engagement (or reengagement) and ending with the effective date of the employee's termination. A period of continuous service may be broken as set forth within the provisions of this Collective Bargaining Agreement. For any employee who was part of the business transaction between Nokia and Goodman Communication Services, the term of employment will

also include Nokia’s period of credited employment as computed under Nokia’s pension plan and will apply to all provisions of this Agreement with the exception of Article 15.07 – Termination Payments.

- W. Transitioned Employee – any employee who was part of the business transaction between Nokia and Goodman Communication Services and who has accepted an offer of employment with Goodman Communication Services.
- X. Union means both the National and the Locals.
- Y. Union Representative means a person elected or appointed in a duly authorized manner as a representative or agent of the National, the Local, or both.
- Z. Work Location means a customer specific work site at which installation work is performed.

2.02 Newly Hired Employees shall be subject to a probationary period of one hundred and eighty (180) days commencing on the first day of employment.

2.03 Generic Terms. The use of the pronouns “he” or “she” and the suffixes “men” or “women” shall not be interpreted to refer to members of only one sex, but shall apply to members of any sex in this and any other agreement between the Company and the Union.

ARTICLE 3

AGENCY SHOP*

3.01 Each employee, employed on or before the effective date of this Agreement and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

3.02 Employees employed or entering into the bargaining unit after the effective date of this Agreement shall, on or before the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

3.03 The condition of employment specified above shall not apply during periods of formal separation** from the bargaining unit by any such Employee but shall reapply to such Employee on the thirtieth (30th) day following his or her return to the bargaining unit.

3.04 The foregoing shall be subject to any prohibitions or restrictions contained in the applicable state laws.

* Where permitted by law.

** The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and Leaves of Absence of more than one (1) month duration.

ARTICLE 4

DEDUCTION OF UNION DUES

4.01 The Company agrees to make collections of the standard Union dues and CWA COPE-PAC through payroll deduction from the employee's pay. These deductions will be made during the term of the Collective Bargaining Agreement and thereafter unless and until CWA is no longer the collective bargaining representative for the unit employees. The deduction will start, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Company.

4.02 This authorization shall continue in effect until canceled by written notice from either the Secretary-Treasurer of the National Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues form. The Company also agrees to electronically remit the amount so deducted to the designated representative of the National Union on a monthly basis and to furnish the National Union a list of employees for whom such deductions have been made and the amount of each deduction. The Union shall indemnify, save and hold harmless the Employer against any form of loss or liability arising out of any action taken or omitted by the Employer at the request of the Union under this section.

4.03 Deduction Procedures.

- A. Deduction shall be made from the employee's salary or wages, sickness, or other benefit payments or paid time off payments as follows:

EMPLOYEES

PAID

Bi-Weekly

DEDUCTIONS

installments in the first 2 bi-weekly periods each month;

- B. Deductions shall begin during the first (1st) payroll period in the month following receipt of a newly executed “Payroll Deduction Authorization” by the Company payroll office, and provided there is sufficient pay available to cover the amount authorized after the following deductions have been made:
1. those required by law, and
 2. those authorized for Group Life Insurance and Medical Plan premiums.
- C. If the scheduled deduction for amounts equal to Union dues cannot be made in the period(s) specified above, such deduction(s) will be made during the consecutive payroll periods ending no later than the last payroll period in the following month.
- D. “Payroll Deduction Authorizations” shall be suspended when an employee:
1. is transferred to a job that is not represented by the CWA,
 2. goes on a Leave of Absence of more than one (1) month,
or
 3. is removed from the payroll of the Company.
- E. “Payroll Deduction Authorizations” suspended in accordance with the above provisions shall be reactivated

on the first (1st) payroll period following the return of an employee to a job that is represented by the Union.

4.04 The Employer shall remit each month to the Union the amount of deductions made for the preceding month, including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their payroll numbers, hourly rate of pay, and arrearages per week or month, for whom such deductions have been made. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the tenth (10th) of the month following the month in which the deductions were made. The Parties agree that they shall continue to meet and confer regarding the implementation of methods and processes that will improve the efficiency of compiling and transmitting information relevant to such deductions.

4.05 The Company shall bear the full cost of dues deduction and CWA COPE-PAC as set forth in Section 1, except that the Union agrees to print the dues deduction authorization cards in a form approved by the Company and the Union.

ARTICLE 5

COMPANY-UNION RELATIONSHIP

5.01 The Company and the Union recognize that it is in the best interests of parties, the employees, and the public that all dealings between them continue 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 Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Bargaining Unit. Each party shall bring to the attention of all employees in the Bargaining Unit their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

5.02 The Company and the Union agree that the Union will have the opportunity to meet with newly hired and transferred Employees as part of the overall orientation for the purpose of furnishing them with information about the Union. The Union's segment of this process will be limited to a maximum of thirty (30) minutes. Time spent during the Union Representative's Scheduled Daily Tour will be paid as time worked. In addition, the Company also agrees to introduce employees permanently transferring into a different work group to the local Union representative assigned to that area.

5.03 The Union will keep the Company fully informed, in writing, on a current basis, of all local Union officers or Union representatives who may be designated with the responsibility of

representing the Union regarding the administration of this Agreement.

5.04 Union officers or representatives may request a reasonable amount of time off without pay for collective bargaining of this Collective Bargaining Agreement. Such requests for time off must be submitted in writing to the Union officer's or representative's supervisor at least seven (7) calendar days in advance, whenever possible. The period of such time off shall not be deducted from the Union officer or representative's seniority.

5.05 Union officers or representatives may request a reasonable amount of time off without pay for Union activities. Such requests for time off must be submitted in writing to the Union officer's or representative's supervisor at least seven (7) calendar days in advance, whenever possible. Time off for Union activities will be limited to three hundred and sixty (360) hours per calendar year for each Union officer and one hundred (100) hours per calendar year for each Union representative. The period of such time off shall not be deducted from the Union officer or representative's seniority provided such time off does not exceed thirty (30) consecutive calendar days.

5.06 When an Union officer or representative requires time off from assigned Company duties to attend solely to Union matters, he or she will be granted a leave of absence without pay upon the request of the Vice President of the Union to the Director-Labor Relations (or their designee) of the Company, provided that:

- A. No such leave of absence shall be for an initial period of less than thirty-one (31) calendar days or more than ninety

(90) calendar days. Additional leaves of absence for periods of thirty (30) days and not to exceed ninety (90) days, will be granted. There is no service credit for Leaves of Absences greater than thirty-one (31) calendar days on a Union leave of absence.

- B. All Union leaves of absence will be granted with the following conditions:
1. During the absence the employee shall retain eligibility, if any, according to term of service, for the Medical Plan, the Dental Plan, the Health Savings Account, the Vision Plan, the Basic Life and Accidental Death and Dismemberment Insurance Plan and Voluntary Life Insurance Plan, provided that:
 - a. Beginning with the first day of the month following completion of thirty (30) consecutive calendar days of a Union leave of absence the employee will pay the applicable COBRA rates for the Medical Plan and Dental Plan. In addition, the employee on a Union leave of absence shall pay the premium contributions for the Vision Plan, Voluntary Life Insurance Plan, and the Dependent Life Insurance Plan;
 - b. The Company shall pay the premium for the Basic Life and Accidental Death and Dismemberment Insurance Plan; and,
 - c. The employee on a Union leave of absence shall make the applicable HSA contribution, if any.
 2. Upon application for reinstatement at or prior to expiration of a leave of absence, employee(s) shall be returned to a job of like status and pay.

3. An employee's term of employment will be broken if the employee fails to return to work on or before the day following the expiration date of the Leave of Absence or extension. Such Leave of Absence may be terminated prior to the expiration date if the Employee gives the manager ten (10) calendar days prior written notice of intention to return to work and returns to work on the date specified.

5.07 Permanent or Temporary Transfer of Union Officer(s) or Representatives. In determining the permanent or temporary transfer of a Union Officer or Representatives to meet the needs of the business, consideration will be given to the business needs of the Union. The Union Officer or Representatives within the Adjustment Area or Local Navigation Point, whichever is applicable, will be the last employee transferred provided the employees within the same job titles possess similar experience, skills and abilities who can be readily released and transferred at no greater cost to the Company.

5.08 A Labor-Union Management Committee will be created for the purpose of discussing broad concerns of mutual interest to the parties. Committee proceedings shall not be used in lieu of the grievance or arbitration procedures.

- A. The Committee shall consist of no more than three (3) representatives designated by the Company and no more than three (3) representatives designated by the National Union. In connection with attendance at Labor-Union Management Committee meetings, the employee representative(s) designated by the National Union shall

suffer no loss in pay for time consumed in such meetings, and necessarily consumed in traveling to and from, these meetings.

- B. The Committee may meet every three (3) months upon request of either party, or more frequently upon the mutual agreement of the parties, for the purpose of discussing whatever agenda either party may wish to present. Unless otherwise agreed, these meetings will be held via teleconference or video conference.

5.09 Pay Treatment. Union Officer(s) or Representative(s) shall be paid for time lost from assigned Company duties when conferring with management during his or her Scheduled Daily Tour.

ARTICLE 6

DISCIPLINE & DISCHARGE/JUST CAUSE

6.01 The Company agrees that discipline shall be for just cause only. An employee may file a grievance concerning disciplinary action against him/her.

6.02 The Company will take any disciplinary action promptly after learning of the circumstances on which the discipline is based. In general, the Company will endeavor to take any such disciplinary action within seven (7) calendar days after learning of the circumstances on which the discipline is based following the Company undertaking and completing a sufficient and fair investigation. The Company will give its reasons for such discipline and/or discharge to the employee and the Union's Representative or designee within seven (7) calendar days of such disciplinary action.

6.03 The parties recognize the principles by which progressive discipline shall be provided. The Company will administer progressive discipline as follows:

- A. First written warning.
- B. Second written warning.
- C. A final warning and disciplinary suspension of three (3) scheduled workdays.
- D. Suspension pending investigation and decision to discharge.

6.04 Employees with less than six (6) months of service with the Company will be probationary. For probationary employees, progressive discipline steps may be limited to a single written warning and then termination, if disciplinary issues persist.

6.05 In cases of employee misconduct which the Company deems as serious, including but not limited to insubordination, fraud, theft, misappropriation of Company or customer funds, property or resources, falsification of records, vandalism, engaging in, or abetting or threatening violence, physical harm, or abuse of Company employees, customers, or other conduct of a similar nature, seriousness or culpability; progressive disciplinary steps may be skipped or bypassed or not used and the employee may be subject to discipline up to and including discharge.

6.06 Upon employee request, said employee will be permitted to have a Union Representative or its designee, at any meeting with the Company, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a Union Representative to be present, and one is not available, the meeting will be temporarily postponed. Time spent in such a meeting shall be considered work time.

6.07 At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded as such in the personnel file, suspension, demotion, or discharge) is to be announced, a Union Representative or its designee may be present if the employee so requests. Time spent in such a meeting shall be considered work time.

ARTICLE 7

GRIEVANCE PROCESS

7.01 A grievance is defined as a written complaint by the Union on behalf of an individual employee, group of employees or on its own behalf explicitly stating an alleged violation of the application or interpretation of a specific provision(s) of the Collective Bargaining Agreement, or other terms and conditions of employment or alleging an employee was subject to discipline or discharge without just cause.

7.02 The Company recognizes the right of the Union to designate employees to investigate and process a grievance. The Union shall provide, in writing, the names of union officials who are authorized to investigate and process a grievance.

7.03 Under no circumstances shall an employee authorized to investigate and process a grievance leave or interfere with his/her work or request another employee to leave or interfere his/her work without prior consent from the employees' supervisor.

7.04 In the event an employee and/or local union representative files a grievance pursuant to Section 7.01 above, the parties agree to attempt to settle the grievance by the following steps:

Step 1: The aggrieved employee and/or local union representative shall present and discuss the grievance with the employee's Supervisor within fourteen (14) calendar days of the known occurrence of the event giving rise to the grievance. The Supervisor shall respond, in writing, to the grievance within fourteen (14) calendar days of the

presentation and discussion of the grievance. If the grievance involves a discharge of an employee, the Union may bypass Step 1 and submit the written grievance directly to Step 2.

Step 2: The local union president shall present and discuss the grievance with the employee's Area Manager within fourteen (14) calendar days of the Company's response at Step 1. The Area Manager shall respond, in writing, to the grievance within fourteen (14) calendar days of the presentation and discussion of the grievance.

Step 3: The CWA International Representative shall present and discuss the grievance with the employee's Director of Operations within fourteen (14) calendar days of the Company's response at Step 2. The Director of Operations shall respond, in writing, to the grievance within fourteen (14) calendar days of the presentation and discussion of the grievance.

7.05 It is the intent of this Grievance Process that grievances should be resolved at the lowest possible Step.

7.06 The parties agree to follow each of the foregoing steps in processing grievances and within the time limits specified unless the parties mutually agree to extend the specified time limits. Filing a grievance at either Step 1 or Step 2 may be bypassed by mutual agreement of the CWA International Representative and the Director of Operations. Grievances will be considered to be

withdrawn or settled upon failure to process a grievance within the specified time limits.

7.07 Unless otherwise agreed, formal grievance meetings shall be held by audio conference or by video conference at mutually agreed times. For purposes of presenting a grievance at any step of this Grievance Process, employees of the Company will be paid for time in such Step meetings. Time paid shall not exceed sixty (60) minutes at any Step of this Grievance Process unless agreed to by the Company.

7.08 Nothing in this Article shall preclude an employee from presenting issues in his/her own interest to representatives of the Company, without intervention of the Union, and to have such issues resolved provided the resolution is not inconsistent with any provision of this Collective Bargaining Agreement and provided the Union has been given an opportunity to be present at such adjustment, if any.

ARTICLE 8 ARBITRATION

8.01 If the grievance is not settled at Step 3 of the Grievance Process pursuant to Article 7, Grievance Process, the grievance may be referred to arbitration within forty-five (45) calendar days from the date of the Company's Step 3 response.

8.02 The party requesting arbitration shall contact the American Arbitration Association requesting a panel of seven (7) arbitrators. The Union and Company shall determine by lot the order of elimination of arbitrator's names, and, thereafter, alternatively strike one (1) name from the panel until only one (1) arbitrator's name remains. The remaining person shall serve as the arbitrator to arbitrate the dispute between the parties. Hearings shall commence as quickly as possible following the designation and availability of the arbitrator and shall be carried to conclusion without unnecessary delay.

8.03 The arbitrator shall meet with the Company and Union at a mutually agreed time and place. The hearing and decision of the arbitrator shall be confined to the issue or issues presented during the Grievance Process. The arbitrator shall not, as part of any decision, impose upon the parties an obligation to arbitrate a subject which has not arisen during the Grievance Process unless mutually agreed by the Company and Union.

8.04 Each party may submit briefs in support of its position and will provide any such brief to the other party at the time it is submitted to the arbitrator. The award of the arbitrator shall be final

and binding on the parties, subject to applicable law, and the Company and Union agree to abide by the decision of the arbitrator.

8.05 The arbitrator shall not have authority to add to, subtract from or change any terms of this Collective Bargaining Agreement. Nor shall the arbitrator have authority to establish a new wage rate or new job classification.

8.06 The compensation and expenses of the arbitrator and the general expenses of the arbitrations, such as transcripts, hearing rooms, etc. shall be shared equally by the parties. Each party shall bear the expense of its own representatives, witnesses, meals and meeting rooms. If the Union withdraws a grievance that it has requested progress to arbitration and the case is not settled with the Company, the Union shall bear all expenses of the arbitrator and his/her associated fees, expenses or charges, if any. Should the grievance be settled by the parties prior to an arbitration case having concluded, expenses of the arbitrator and associated expenses or charges shall be shared equally.

ARTICLE 9

HOURS OF WORK AND OVERTIME

9.01 The work week of the Company shall begin at 12:00:00 A.M. (midnight) on Saturday of each calendar week and shall end at 11:59:59 P.M. on the Friday immediately following the Saturday.

9.02 The workday shall consist of twenty-four (24) hours beginning at 12:00:00 A.M. of each calendar day. Scheduling of work in daily work tours shall not normally exceed eight (8) hours of work in any daily work tour. Employees are entitled to two (2) paid relief periods, each fifteen (15) minutes in duration, in a daily work tour with one (1) relief period to be taken in the first half of the daily work tour and the second paid relief period to be taken the second half of the daily work tour. The two (2) relief periods shall not be taken consecutively in a daily work tour. Employees will take an unpaid thirty (30) minute meal break within the scheduled shift subject to applicable State and Local laws.

9.03 Daily work tours will be created by the Company pursuant to its customer's requirements and projects. Normally, a work tour will begin at 8:00 A.M., however, daily work tours may be scheduled to begin any time during the workday and shall be pursuant to a customer's requirements and projects. An employee's work schedule which includes a scheduled Saturday and/or scheduled Sunday as part of a work week will be scheduled consecutive days off in lieu of the scheduled Saturday and/or scheduled Sunday.

Weekly work tour assignments will be posted and/or provided in electronic format by 12:00 P.M. on Friday for the

following work week, whenever possible. As work assignments are developed in consideration of employees' qualifications and customers' requirements and projects, employees shall not exchange work assignments without prior approval of the Company.

It is the Company's intent to attempt to obtain sufficient work so that its employees have sufficient job assignments for an eight (8) hour daily tour and a forty (40) hour work week. The parties understand that planned work may be delayed, postponed or cancelled due to issues beyond the control of the Company which result in delays or postponement of an employee's work. The Company does commit if an employee begins work on a scheduled workday, and such circumstances do arise, other than an employee's personal illness or other personal issues, the employee will be compensated a minimum of four (4) hours for that day. The Company may adjust the schedule of work hours and/or weekly work tour assignments as it deems necessary based upon changing conditions in operating its business.

9.04 Overtime work, whether planned or unplanned, may be required of any employee. The Company will determine if such overtime requires continuity of work by an employee or group of employees or if such overtime work requires an employee(s) with specific qualifications. An employee's supervisor must approve overtime hours in advance. All overtime hours worked by an employee must be recorded and submitted to payroll with the payroll period in which the hours are worked. Time worked in excess of forty (40) hours in a work week shall be paid at the overtime rate of one and one-half (1 ½) hours pay for each hour or

partial hour worked in excess of forty (40) hours in a work week, except as required by State or Local laws.

In determining overtime payments, only actual hours worked will constitute hours worked in computing overtime. Holidays, Floating Holidays, Paid Time Off will be considered as actual hours worked for purposes of calculating overtime. Leaves of Absence, whether paid or unpaid, shall not be considered as actual time worked for purposes of calculating overtime. There shall be no pyramiding of overtime pay, in other words, no overtime hour worked will be used more than once in the calculation of overtime pay.

9.05 An employee scheduled to work on a Company designated Holiday will be paid for the hours worked at the straight time pay for the Holiday. In addition, an employee who is scheduled to work and works on a Company designated Holiday will be eligible for an eight (8) hour paid Floating Holiday, as additional compensation, in lieu of working on a Company designated Holiday to be scheduled and paid in accordance with Article 10.03, Holidays. Only actual time worked on a Holiday, if any, shall be considered as time worked for purposes of determining hours worked in a work week for purposes of overtime.

9.06 An employee who is assigned to be “On-Call” shall receive an allowance of twenty dollars (\$20.00) for each calendar day so assigned. When called out by the Company, it is understood that all employees will respond to such call out requests in a prompt manner. An employee called out shall be paid for all time responding to the call out, including time spent in commute directly to and from the requested call out location. Such time worked in

responding to a call out shall be considered as actual time worked and subject to 9.04 and 9.05, above.

9.07 An employee who is assigned a night tour, which is a period of work between the hours of 10:00 p.m. to 6:00 a.m. shall be paid a night shift bonus of five (5) percent of the employee's hourly rate plus overtime pay, if applicable. The scheduled starting and stopping time, for the night tour, will be determined by the Company in consideration of such factors as customer's job requirements and projects.

ARTICLE 10 HOLIDAYS

10.01 Full time employees (working forty (40) hours per week) are eligible for eight (8) hours of pay at the straight time rate for the following ten (10) designated holidays:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

If a Company designated Holiday falls on a Saturday or Sunday, the Company will designate, in advance, another day which will be observed as the Company designated Holiday.

10.02 In order to be paid for a Company designated Holiday, an employee must work the scheduled workday immediately before and the scheduled workday immediately following the Company designated Holiday unless excused by the Company. An employee who uses a scheduled and approved PTO for the scheduled workday immediately before and the scheduled workday immediately following the Company designated Holiday shall be deemed to have satisfied the requirement of this Section. Paid Company designated Holidays are not available to employees on an unpaid leave of absence.

10.03 Employees who are required to work a Company designated Holiday based upon a customer's requirements and projects, will be paid for the actual hours worked on the Holiday, at

the employee's straight time rate subject to Article 9, Hours of Work and Overtime. In addition, an employee who is scheduled to work and works on a Company designated Holiday will be eligible for eight (8) hours paid Floating Holiday, as additional compensation, in lieu of working on a Company designated Holiday.

10.04 Floating Holidays must be taken in the calendar year in which the employee becomes eligible and taken within the next two (2) pay periods after becoming eligible for the Floating Holiday. However, if an employee becomes eligible for a Floating Holiday in November or December of a calendar year the employee must schedule such Floating Holiday before March 1st of the following calendar year. An employee must request to schedule the Floating Holiday and it must be approved in advance by the Company and such requests will not be unreasonably denied. Employees will not be paid for unused Floating Holidays upon termination of employment. For employees who become eligible for a Floating Holiday as provided in 10.03 above, such Floating Holidays may be taken for any of the following reasons:

- A. Employee's birthday or employment anniversary.
- B. Holidays the Company does not observe.
- C. In conjunction with a Company observed Holiday.
- D. Religious observances.
- E. For any personal reason, including the illness of the employee or a family member.

ARTICLE 11

PAID TIME OFF (“PTO”)

11.01 Purpose. Paid Time Off (PTO) is provided to eligible employees to take time away from work without loss of pay. PTO is an inclusive time off program intended for use in connection with vacation, religious holidays, days of significance, employee’s own illness or other covered illness under an applicable State’s paid sick leave law, family care, personal business and other needs which may require time off from work during normal work hours. Eligible employees accrue PTO hours each pay period based on full years of service in accordance with the accrual schedule outlined below. All employees are encouraged to take their full PTO each calendar year. The Company will comply with applicable State or local requirements regarding accrued but unused PTO.

11.02 Eligibility. All regular full-time employees and part-time employees normally scheduled to work 1,560 hours and above per year are eligible for PTO. Employees who are scheduled to work less than 1,560 hours per year are not eligible for PTO. Temporary employees are not eligible for PTO. Employees in States or localities with paid sick leave laws will be eligible for paid sick leave in accordance with applicable law.

11.03 PTO Guidelines.

- A. PTO Scheduling. To the extent possible and in accordance with any applicable State or local paid sick leave law, PTO is to be requested and approved by an employee’s supervisor in advance. In most cases, seven (7) calendar days of advanced notice is sufficient. However, the amount

of advanced notice may vary by supervisor and may be dependent on operational and staffing needs. Where the amount of advanced notice exceeds seven (7) calendar days, the supervisor shall communicate this requirement to employees. Supervisors may approve requests for PTO with less than seven (7) days advanced notice, at his/her discretion. PTO days are required to be taken for regularly scheduled workdays missed.

- B. PTO may be used in increments of two (2) hours or more, as needed. If an employee takes PTO during his/her scheduled shift and returns to work during that same shift, the employee may not work past his/her scheduled shift end time unless approved in advance by a supervisor. PTO hours are counted as actual time worked for the purpose of calculating overtime.
- C. Employees scheduled to work on a Company designated holiday may not take a PTO day on the scheduled holiday.
- D. Supervisors are responsible for approving the employee's scheduled PTO in a manner which balances operational and service needs with the time off preferences of employees. The Company reserves the right to deny PTO requests which may have an adverse effect on operations, or cancel a previously approved PTO request if unexpected circumstances arise which require the employee's attendance at work, provided however, the Company has made reasonable efforts to mitigate the unexpected circumstances which have arisen and has provided advance notice to the employee(s) impacted.
- E. In the event an illness or emergency prevents the employee from requesting PTO in advance, the employee must notify his or her supervisor no later than the start of the workday

and explain the need for unscheduled time off. For unscheduled absences lasting more than one (1) day, the employee must contact his or her supervisor each day no later than the start of the workday. If the employee needs time off for a reason that is covered by the company's leave policies, the employee must follow the specific leave policy. In States or localities with paid sick leave laws, employees are required to provide notice of PTO use for sick leave in accordance with applicable law.

- F. In the event of inclement weather or other business emergency that results in the closure of a facility, if an employee is not able to work remotely with Supervisor approval, the employee must utilize PTO.

11.04 PTO Tracking. The Company will maintain a PTO account for each eligible employee and track the beginning balance, current balance, accruals, and usage on a calendar year basis.

11.05 PTO Carryover.

- A. An employee may schedule, subject to the scheduling provisions of this Article, no more than three (3) accrued PTO days prior to March 1st of the following calendar year. PTO days carried over but not taken prior to March 1st shall be forfeited.
- B. Accrued but unused PTO greater than three (3) PTO days carried over will be forfeited unless prohibited by State or local paid sick leave or vacation law.
- C. If a certain amount of accrued but unused PTO carryover is required by law, in addition to the three (3) accrued PTO days, referenced in (b) above, once an employee

reaches the maximum number of PTO days in a calendar year, he/she will not accrue any additional PTO until he/she uses PTO and his/her PTO bank decreases below the maximum yearly accrual amount, in accordance with applicable State or local law.

11.06 PTO Reporting. Employees are required to report, and record PTO hours taken during each weekly work tour. PTO hours taken will be charged against the employee's PTO account at the conclusion of the applicable pay period. Employees may not take additional PTO which is in excess of their annual accrued allotment.

11.07 Excused Absences Without Pay in Lieu of PTO. Employees carrying PTO balances may not opt to take excused absences without pay in lieu of PTO for purposes of saving accrued PTO time unless required by State or local law. Employees with insufficient PTO balances to cover requested periods of time off may be granted excused time off without pay at the discretion of the supervisor.

11.08 PTO During Worker's Compensation Leave. Employees may use PTO during the first week (five (5) working days) of absence from work due to a work-related injury, but thereafter must follow the applicable State worker's compensation system to receive applicable benefits.

11.09 PTO During Short-Term Disability. Employees must use available PTO during the first two weeks (ten (10) working days) of absence from work due to a short-term disability, but thereafter must follow the applicable short-term disability carrier's requirements to receive applicable benefits.

11.10 Accrual Rates. Employees who meet the eligibility requirements for PTO as referenced in 11.02 and are normally scheduled to work 2080 hours per year (40 hours per week) will accrue PTO based on hire date and the following:

- A. Beginning on date of hire through one (1) full calendar year of service, an employee accrues at a rate of 3.08 hours each payroll period, equivalent to a total of ten (10) PTO days (eighty (80) hours per calendar year). For example, if an employee is hired on June 1, 2018, he/she accrues 3.08 hours each payroll period until January 1, 2020, subject to the above carryover rule.
- B. On January 1st following the first (1st) calendar year of service, which will be the second January 1st since the employee's hire date, through the fourth (4th) calendar year, an employee accrues at a rate of 4.62 hours each pay period, equivalent to a total of fifteen (15) total PTO days (one hundred twenty (120) hours per calendar year).
- C. On January 1st following the fifth (5th) calendar year of service and beyond, an employee accrues at a rate of 6.15 hours each pay period, equivalent to a total of twenty (20) total PTO days (one hundred sixty (160) hours per calendar year).

Part time employees accrue PTO hours as provided above on a pro-rata basis based on his/her normally scheduled hours worked. Part time employees are paid PTO hours equivalent to the number of regularly scheduled hours the employee would have worked that daily work tour or weekly work tour. The formula for determining the pro-rata PTO accrual rate is: Full-time accrual rate

based on years of service (times) number of hours normally scheduled to work (divided) by 40. The chart below illustrates the accrual calculations for employees with 3 years of service who are normally scheduled 30 hours and 36 hours per week.

	hours per week	hours per week
Formula	4.62 accrual rate x 30 /40	4.62 accrual rate x 36 /40
Pro-rata accrual rate	3.465 per pay period	4.158 per pay period

The number of PTO hours paid in a week is a maximum of forty (40) hours for full-time employees. The total number of hours paid for PTO for a part time employee will not exceed the amount of hours normally worked in a daily or weekly work tour.

With supervisor approval, employees who have not accrued enough PTO for a planned vacation may go into a negative PTO balance provided any PTO taken but not earned prior to separation will be deducted from the employee’s last pay check if permitted by law. The maximum negative PTO balance an employee can accrue is forty (40) hours.

PTO is not accrued for overtime hours worked, unpaid leaves of absence, short or long term disability leaves, or worker’s compensation leaves. Accrued PTO will be used to offset a negative PTO balance.

11.11 Separation From the Company. Upon separation of employment from the Company, no accrued but unused PTO will be paid unless required by State or local law. Upon involuntary

separation due to a reduction in workforce, accrued but unused PTO will be paid. If an employee has a negative PTO balance at the time of separation, the negative PTO balance will be deducted from the employee's final pay to the extent permitted by State or local law.

ARTICLE 12 OTHER TIME OFF

12.01 Bereavement Leave

- A. In the event of death in the immediate family of an employee, bereavement leave with pay will be permitted for a maximum period of three (3) scheduled work-days for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Employees shall be paid at their regular rate of pay times their regular hours worked.
- B. For the purposes of this section, the term “immediate family” shall be defined as spouse, child(ren), sibling(s), mother, father, father-in-law, mother-in-law, grandparent(s), grandchild(ren), step-child(ren) of current spouse and legally recognized partner.
- C. Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned in section (b) above, or for other bona-fide reasons. No request for additional time off will be unreasonably denied. The employee may also elect to use any available paid leave.

12.02 Jury Duty

- A. An employee who is required to serve during his/her regularly scheduled work time as a subpoenaed witness for the Company or as a juror shall be paid the difference between the employee’s basic wage rate and the amount received for such service.

- B. An employee lawfully subpoenaed under penalty of arrest for failure to appear in a court case, in which they are a party, shall be excused from work without pay.

12.03 Personal Time Off

- A. Employees may request an unpaid personal leave of absence. Each request must be in writing and must specify the reason for the leave of absence. Earned paid time off will not have to be exhausted prior to an unpaid personal leave of absence.
- B. Any employee may request up to thirty (30) calendar days of unpaid personal leave of absence.
- C. Employees who are granted leaves of absence of thirty (30) calendar days or less shall suffer no break in service or loss of benefits. Upon return, such employees shall be reinstated to their former job title and rate of pay.

12.04 Military Leave.

- A. In the event employees covered by this Agreement are required for the purpose of performing military duty in the United States Armed Forces or the National Guard, and such duty requires absence during scheduled Company work hours, and requires a Military Leave of Absence, the employee shall be excused for such military duty in accordance with USERRA or other applicable law.
- B. An employee, on a Military Leave of Absence for Active Duty Military Service, Military Emergency Service or Military Training Duty and who has re-employment rights under USERRA and who makes application for reinstatement within the period provided in the law, will

receive upon reinstatement, all rights as provided under USERRA.

- C. An employee who receives a notice to report for Active Duty for Military Service or any Military Training Duty, shall immediately present such notice to his/her supervisor, unless the employee is not required to do so by law.

12.05 Family Medical Leave Act (FMLA). Employees who are eligible under the provisions of the Family and Medical Leave Act of 1993, will be subject to the provisions of those statutes and to subsequent changes in the statutes as they may occur.

12.06 Employees covered under this Agreement will be entitled to any other Leave of Absence contained under the Company's Leave Policy.

ARTICLE 13

LOCAL ASSIGNMENT AND TEMPORARY TRANSFER ASSIGNMENT

13.01 Reference Point. This is the employee's official residence of record, if it is within 60 miles of the Company predetermined Local Navigation Point ("LNP"). Otherwise, the Reference Point will be the LNP.

Reference Area. A sixty (60) mile radius the center of which is an employee's Reference Point.

13.02 Local Assignment. For employees who are assigned to a customer work site which is within the Reference Area, any such travel to and from said Reference Point and the customer work location, whether via a personal or Company provided vehicle, shall not be considered as actual time worked. An employee who drives to the customer work location, whether via a personal or Company provided vehicle, to an area beyond the Reference Area, such drive time beginning with sixty-first (61st) mile shall be considered as actual time worked. For each mile an employee travels outside the Reference Area, said employee shall be paid at a rate of one (1) minute per mile traveled.

- A. If an employee is assigned to a customer work location within the Reference Area, said employee is expected to arrive at the assigned customer work location at the stated start time.
- B. Although an employee may be required to travel outside the Reference Area, the expectation is the employee is to arrive

at the assigned customer work location by the time assigned by the Company.

13.03 Temporary Transfer Assignment. A Temporary Transfer Assignment occurs when an employee is required to travel to a customer location(s) which due to the nature and/or the longevity of the assignment requires overnight accommodations and it is not feasible for the employee to travel to and from his/her residence on a daily basis.

Overnight Travel Reference Point. A lodging location where the employee is staying on a Temporary Transfer Assignment.

Overnight Travel Reference Area. A sixty (60) mile radius the center of which is a lodging location where the employee is staying on a Temporary Transfer Assignment

- A. When required Temporary Transfer Assignment is planned, the Company will attempt to provide seven (7) days advance notice to the employee. The Company and Union understand that required Temporary Transfer Assignments are not always foreseeable, and when unforeseen Temporary Transfer Assignments are necessary employees will be provided with as much advance notice as possible.
- B. Employees on a Temporary Transfer Assignment who are assigned to a customer work site which is within the Overnight Travel Reference Area, any such travel to and from said Overnight Travel Reference Point and the customer work location, whether via a personal or

Company provided vehicle, shall not be considered as actual time worked.

- C. An employee who drives to the customer work location, whether via a personal or Company provided vehicle, to an area beyond the Overnight Travel Reference Area, such drive time beginning with sixty-first (61st) mile shall be considered as actual time worked. For each mile an employee travels outside the Overnight Travel Reference Area, said employee shall be paid at a rate of one (1) minute per mile traveled.
- D. If an employee is assigned to a customer work location within the Overnight Travel Reference Area, said employee is expected to arrive at the assigned customer work location at the stated start time.
- E. Although an employee may be required to travel outside the Overnight Travel Reference Area, the expectation is the employee is to arrive at the assigned customer work location by the time assigned by the Company.
- F. It is expected that an employee select a lodging location that has relevant proximity to the customer(s) work site, generally within thirty (30) miles of the customer work site.
- G. An employee on a long-term Temporary Transfer Assignment is permitted a weekend return trip home. A long-term Temporary Transfer Assignment is defined as an assignment greater than six (6) consecutive weeks. The Company and employee shall discuss when an employee can return for a weekend trip home but generally shall be every six (6) to eight (8) weeks and subject to customer needs and requirements. The Company shall determine the mode of transportation to and from the employee's home and the Temporary Transfer Assignment location. The

Company will reimburse an employee for appropriate and reasonable travel expenses to and from the lodging location and employee's residence for the permitted weekend return trip home. The employee's travel time for the permitted weekend trip home will be paid in compliance with this Article.

- H. A long-distance Temporary Transfer Assignment requiring air travel shall be considered generally five hundred and twenty-five (525) miles or more from an employee's Reference Point. However, in determining whether air travel is appropriate for a Temporary Transfer Assignment, whether long distance or not, such factors as length of assignment, customer requirements, travel related expenses and required tools shall be considered.
- I. In determining what employees to select for a Temporary Transfer Assignment, the Company will take into consideration an employee's skills and experience as well as the employee's personal responsibilities and Paid Time Off requests.

13.04 For purpose of this Article, when an employee utilizes a vehicle, whether Company owned vehicle or personal vehicle, for Company business, the employee must use the most efficient route of travel. Employees will be reimbursed for tolls and parking expenses incurred with appropriate receipts.

13.05 When an employee uses his/her personal automobile for Company business mileage reimbursement will be pursuant to Article 14, Personal Use of Automobile Mileage Expense for the actual mileage incurred in travel for the following situations:

- A. During the workday between assigned customer work locations;
- B. From the employee's Reference Point to the first assigned customer work location for mileage in excess of fifty (50) miles;
- C. From the last assigned customer work location to the employee's Reference Point for mileage in excess of fifty (50) miles;
- D. From the employee's Reference Point to a local airport for mileage in excess of fifty (50) miles; and
- E. From the local airport to the employee's Reference Point in excess of fifty (50) miles.

13.06 An employee shall be compensated for time spent in public transportation which requires an overnight stay for travel which occurs during the employee's normal scheduled working hours regardless if the employee is not scheduled to work that particular day. However, an employee shall not be compensated for time spent in public transportation or as a passenger in a vehicle outside the employee's normal scheduled working hours unless the employee is performing work during this time.

13.07 In determining whether overnight stay is required of an employee, the Company will consider employee safety, business needs, present and future work assignments, and weather conditions.

13.08 Overnight Travel Per Diem. In the event the Company determines travel to a customer work location is required and such travel requires overnight stay at a location other than the employee's place of residence, the employee shall receive a one hundred and

twenty five dollar (\$125.00) per diem for each overnight stay required for an employee traveling alone and a one hundred dollar (\$100.00) per diem for employees traveling together. Such per diem is to be used to reimburse the employee for overnight accommodations and all meals. In geographic locations where lodging costs are generally higher, the Company will determine on a case by case basis whether a supplement to the above stated per diems is appropriate.

13.09 Work Assignment Completion. Employees are expected to complete all work assignments at a customer work location within the timeframe as assigned and specified by the Company in order to meet customer needs and requirements. Should an employee be unable to complete a work assignment as assigned, the employee must contact his/her supervisor and provide the reason(s) why the assigned work cannot be completed prior to leaving the customer work location. The employee's supervisor will provide the employee with instruction on how to proceed with the incomplete work assignment.

ARTICLE 14
PERSONAL USE AUTOMOBILE MILEAGE EXPENSE

14.01 Employees who are authorized to use their personal vehicles for Company business shall be reimbursed at the rate approved by the Internal Revenue Service (IRS) as a business use deduction.

14.02 The employee is responsible for advising his/her insurance company and maintaining insurance coverage of at least \$50,000 bodily injury per person /\$100,000 bodily injury per accident/\$25,000 property damage liability per accident.

ARTICLE 15

FORCE ADJUSTMENT

15.01 The parties recognize there are times when a business must adjust, rearrange or reduce its employee workforce due to a lack of work and decisions to exit business segments. If any of the foregoing conditions exist, the Company will perform an assessment of its installer headcount requirements. Such assessment may include a review of continuing and future project requirements, identification of work locations potentially impacted, and the determination of employee skill sets required by the business to continue to provide exceptional customer service.

For the purposes of this Article, an Adjustment Area shall be defined as the sixty (60) mile radius around the employee's Local Navigation Point (LNP). If the employee does not live within a sixty (60) mile radius of any LNP, the nearest Adjustment Area will apply.

15.02 Following the assessment, should the Company determine it must adjust, rearrange or reduce employee headcount, the Company will first notify the National and Local Union in writing prior to notifying the affected employee(s) as determined below. The notification shall include the job titles impacted, Adjustment Areas impacted, the seniority dates of employees within the Adjustment Area(s) impacted and the skill sets required, as determined by the Company, to be retained at Adjustment Area(s) impacted.

15.03 “**Short Time Week**”. If the forward looking forecast of work is such that it is desirable and possible to do so, the Company will have the right to institute short-timing for employees in a

particular Adjustment Area in an effort to avoid work force layoffs or rebalancing because of short term fluctuations of work.

- A. Short-timing shall mean the reduction of the scheduled weekly tour in a particular workweek as designated by the Company. Short-timing shall be for periods of up to one (1) week at a time. Any such week shall be called a “short-time week.”
- B. The Union will be given advanced notice when short time weeks are scheduled, specifying the employees involved.
- C. The affected employees shall be given at least seven (7) calendar days’ notice when they are scheduled to be off work due to short-timing.

15.04 Permanent Rebalancing. If the Company determines that a permanent rebalancing of employees between Adjustment Areas is required, such adjustments shall be by inverse order of seniority and subject to employee(s) skills while acknowledging generally that an employee with a greater skill set can perform the same or similar work as an employee with a lesser skill set. An employee shall be given at least thirty (30) calendar days advance notice of a permanent rebalancing. The Company has the right to retain up to fifteen (15%) percent of employees (with a minimum of two (2) employees) at a particular Adjustment Area due to the skill sets possessed by said employee(s). If a subsequent rebalancing ensues the retained employee(s) are the first to be rebalanced unless the Company has a bona fide business need for retention. If the employee declines the permanent rebalancing, he/she will be laid-off in accordance with this Article.

An employee who accepted a Permanent Rebalancing may request a return to his or her original Adjustment Area, if the Company has an open job position in his/her original Adjustment Area and provided the employee possess the required skills needed. The Company will review the request and will render a decision within ten (10) calendar days. The Company will not incur any expense, including Relocation Expenses pursuant to 15.06, as result of an employee voluntarily changing his/her Adjustment Area.

15.05 Layoffs - Layoffs will be conducted by Adjustment Area, by inverse order of seniority and subject to employee(s) skills while acknowledging that generally an employee with a greater skill set can perform the same or similar work as an employee with a lesser skill set. An employee shall be given at least twenty-one (21) calendar days advance notice of the layoff. The Company has the right to retain up to fifteen (15%) percent of employees (with a minimum of two (2) employees) identified to be laid off within an Adjustment Area due to the skill sets possessed by said employee(s). If a subsequent layoff ensues the retained employee(s) are the first to be laid off unless the Company has a bona fide business need for retention.

15.06 Relocation Expenses. An employee who is permanently rebalanced by the Company to a new reporting LNP may be eligible for relocation expenses, if the new residence is more than sixty (60) miles from the employee's former residence:

- A. Elect to receive reimbursement for reasonable, in the judgment of the Company, moving expenses incurred, supported by original receipt(s), not to exceed \$5,500.00, to relocate their residence as a result of the transfer; or

- B. Elect to receive a relocation allowance of \$2,500.00.

Provided the employee actually relocates his/her residence within six (6) months from the effective date of the transfer, the claims for reimbursement for reasonable moving expenses incurred or for a relocation allowance must be made within two (2) months of the physical relocation.

15.07 Termination Payments. Employees who are laid off pursuant to paragraphs 15.04 and 15.05 above will receive a termination payment, plus compensation for any unused but accrued paid time off. The termination payments will be as follows:

- A. One (1) week of pay upon completing six (6) months of service;
- B. Two (2) weeks upon completing two (2) years of service; and,
- C. Thereafter one (1) additional week of pay for each completed year of service.

The maximum amount of termination pay an employee may receive is five (5) weeks.

For the purpose of this section service time will be calculated based on the time employed with the Company beginning with the date of hire and ending with the effective date of the employee's termination.

15.08 Recall. If additions of regular employees to the work force are required in the affected job titles and Adjustment Area within one (1) year of the last layoff therein, the Company will proceed as follows before hiring new employees:

- A. Former regular employees who held the affect job title within the Adjustment Area at the time of layoff, shall be offered recall to their prior job title in the Adjustment Area in inverse order in which such employees were laid off provided:
 - 1. His/Her period of layoff has not exceeded one (1) year; and,
 - 2. He/She is physically able and possess the skills to perform the duties of the work available.
- B. Notice of recall will be mailed by certified or registered letter, return receipt requested, to the employee's last mailing address known to the Company's employment office.
- C. The Company will assume that failure on the part of any former employee to notify the Company within fifteen (15) days concerning acceptance of an offer of recall or to report for duty within fifteen (15) days from the date of offer constitutes a rejection.
- D. It will be the responsibility of such former employees to notify the Company, at the employment office, of their desire for recall and to keep the Company currently informed of their correct address.

15.09 Nothing in this agreement will limit the engagement of temporary employees in the event of an emergency or to meet peak load or other temporary situations.

ARTICLE 16

BENEFIT PLANS AND PROGRAMS

16.01 The Following listed Company Benefit Plans and Programs or substantially similar or comparable Plans or Programs, with all subsequent amendments, will, in accordance with their respective terms, apply to employees in the bargaining unit who satisfy applicable eligibility criteria of such Plans and Programs:

- Medical Benefits (including Prescription Drugs) – 2 Plans (CDHP or PPO)
- Healthcare Flexible Spending Account
- Dependent Care Flexible Spending Account
- Dental
- Vision
- Accidental Death & Dismemberment (AD&D)
- Basic Group Life
- Voluntary Basic Group Life/AD&D
- Voluntary Dependent Life
- Short Term Disability
- Long Term Disability
- 401(k) Plan
- Employee Assistance Program
- Grief Counseling
- Will Preparation Service
- Legal and Identity Theft Services

The Company will also offer eligible employees who participate in the CDHP the opportunity to establish and contribute to health savings accounts on a pre-tax basis via payroll deductions.

16.02 The Company has the right to change insurance carriers or service providers, terms and/or conditions of the foregoing Plans, as long as:

- A. The level of benefits is not materially reduced during the life of this Agreement, and
- B. The change is equally applicable to non-union employees.

Further, the parties understand that legal and regulatory restrictions applicable to the above-described benefits may change at any time and the Company has the right to amend any of the foregoing Plans to address such changes including adjusting benefits to ensure the relative economic positions of the Company and employees with respect to the Plans remain the same.

16.03 In the event, during the Term of this Agreement, the Company proposes to exercise any right provided in paragraph 16.02 above, it will before doing so, notify the Union of its proposal and afford the Union a period of fourteen (14) calendar days to request bargaining on said proposal.

ARTICLE 17
WAGES

17.01 Transitioned employees from Nokia of America Corp. that **do not agree to a “conditional opt-out”** of the Company’s medical and dental plan will receive the following wages based on their previous Nokia zones/titles:

Wage Schedule 2	ACST	CSL	CST	SCST
	\$ 20.93	\$ 21.18	\$ 23.97	\$ 28.25

Wage Schedule 2A	ACST	CSL	CST	SCST
	\$ 21.18	\$ 21.52	\$ 24.40	\$ 28.71

Wage Schedule 2B	ACST	CSL	CST	SCST
	\$ 21.41	\$ 21.70	\$ 24.66	\$ 28.87

Wage Schedule 2C	ACST	CSL	CST	SCST
	\$ 22.08	\$ 22.09	\$ 25.09	\$ 29.35

Wage Schedule 2D	ACST	CSL	CST	SCST
	-	\$ 22.16	\$ 25.15	\$ 29.44

Wage Schedule 2E	ACST	CSL	CST	SCST
	-	-	\$ 25.91	\$ 30.18

17.02 Transitioned employees from Nokia of America Corp. that agree to a “conditional opt-out” of the Company’s medical and dental plan will receive the following wages based on their previous Nokia zones/titles from their date of **hire until December 31, 2021**.

Wage Schedule 2	ACST	CSL	CST	SCST
	\$22.43	\$22.68	\$25.47	\$29.75

Wage Schedule 2A	ACST	CSL	CST	SCST
	\$22.68	\$23.02	\$25.90	\$30.21

Wage Schedule 2B	ACST	CSL	CST	SCST
	\$22.91	\$23.20	\$26.16	\$30.37

Wage Schedule 2C	ACST	CSL	CST	SCST
	\$23.58	\$23.59	\$26.59	\$30.85

Wage Schedule 2D	ACST	CSL	CST	SCST
	-	\$23.66	\$26.65	\$30.94

Wage Schedule 2E	ACST	CSL	CST	SCST
	-	-	\$27.41	\$31.68

17.03 Transitioned employees from Nokia of America Corp. that agree to a “conditional opt-out” of the Company’s medical and dental plan will receive the following wages based on their previous Nokia zones/titles **beginning January 1, 2022:**

Wage Schedule 2	ACST	CSL	CST	SCST
	\$21.68	\$21.93	\$24.72	\$29.00
Wage Schedule 2A	ACST	CSL	CST	SCST
	\$21.93	\$22.27	\$25.15	\$29.46
Wage Schedule 2B	ACST	CSL	CST	SCST
	\$22.16	\$22.45	\$25.41	\$29.62
Wage Schedule 2C	ACST	CSL	CST	SCST
	\$22.83	\$22.84	\$25.84	\$30.10
Wage Schedule 2D	ACST	CSL	CST	SCST
	-	\$22.91	\$25.90	\$30.19
Wage Schedule 2E	ACST	CSL	CST	SCST
	-	-	\$26.66	\$30.93

17.04 For the purposes of this agreement, all former Nokia installers in the titles of ACST and CSL will become a Communications Technician 1 and all former Nokia installers in the titles of CST and SCST will become Communications Technician 2.

17.05 Newly hired employees that **do not agree to a “conditional opt-out”** of the Company’s medical and dental plan will receive the following wages based on their appropriate zones:

Communications Technician 1				
	Zone 1	Zone 2	Zone 3	Zone 4
Entry	\$13.60	\$14.00	\$14.41	\$16.62
Year 1	\$14.18	\$14.60	\$15.02	\$17.33
Year 2	\$14.78	\$15.22	\$15.66	\$18.06
Year 3	\$15.41	\$15.86	\$16.32	\$18.83
Year 4	\$16.06	\$16.54	\$17.02	\$19.63
Year 5	\$16.75	\$17.24	\$17.74	\$20.46
Year 6	\$17.46	\$17.97	\$18.49	\$21.33
Year 7	\$18.20	\$18.74	\$19.28	\$22.24
Year 8	\$18.97	\$19.53	\$20.10	\$23.19

Communications Technician 2				
	Zone 1	Zone 2	Zone 3	Zone 4
Entry	\$15.37	\$15.82	\$16.28	\$18.02
Year 1	\$16.02	\$16.49	\$16.97	\$18.78
Year 2	\$16.70	\$17.19	\$17.69	\$19.58
Year 3	\$17.41	\$17.92	\$18.45	\$20.41
Year 4	\$18.15	\$18.69	\$19.23	\$21.28
Year 5	\$18.92	\$19.48	\$20.05	\$22.18
Year 6	\$19.73	\$20.31	\$20.90	\$23.13
Year 7	\$20.57	\$21.17	\$21.79	\$24.11
Year 8	\$21.44	\$22.07	\$22.71	\$25.14

17.06 Newly hired employees **that agree to a “conditional opt-out”** to the Company’s medical and dental plan will receive the following wages, from their date of hire **until December 31, 2021** based on their appropriate zone:

Communications Technician 1				
	Zone 1	Zone 2	Zone 3	Zone 4
Entry	\$15.10	\$15.50	\$15.91	\$18.12
Year 1	\$15.68	\$16.10	\$16.52	\$18.83
Year 2	\$16.28	\$16.72	\$17.16	\$19.56
Year 3	\$16.91	\$17.36	\$17.82	\$20.33
Year 4	\$17.56	\$18.04	\$18.52	\$21.13
Year 5	\$18.25	\$18.74	\$19.24	\$21.96
Year 6	\$18.96	\$19.47	\$19.99	\$22.83
Year 7	\$19.70	\$20.24	\$20.78	\$23.74
Year 8	\$20.47	\$21.03	\$21.60	\$24.69

Communications Technician 2				
	Zone 1	Zone 2	Zone 3	Zone 4
Entry	\$16.87	\$17.32	\$17.78	\$19.52
Year 1	\$17.52	\$17.99	\$18.47	\$20.28
Year 2	\$18.20	\$18.69	\$19.19	\$21.08
Year 3	\$18.91	\$19.42	\$19.95	\$21.91
Year 4	\$19.65	\$20.19	\$20.73	\$22.78
Year 5	\$20.42	\$20.98	\$21.55	\$23.68
Year 6	\$21.23	\$21.81	\$22.40	\$24.63
Year 7	\$22.07	\$22.67	\$23.29	\$25.61
Year 8	\$22.94	\$23.57	\$24.21	\$26.64

17.07 Newly hired employees that **agree to a “conditional opt-out”** of the Company’s medical and dental plan will receive the following wages, **from January 1, 2022**, based on their appropriate zones:

Communications Technician 1				
	Zone 1	Zone 2	Zone 3	Zone 4
Entry	\$14.35	\$14.75	\$15.16	\$17.37
Year 1	\$14.93	\$15.35	\$15.77	\$18.08
Year 2	\$15.53	\$15.97	\$16.41	\$18.81
Year 3	\$16.16	\$16.61	\$17.07	\$19.58
Year 4	\$16.81	\$17.29	\$17.77	\$20.38
Year 5	\$17.50	\$17.99	\$18.49	\$21.21
Year 6	\$18.21	\$18.72	\$19.24	\$22.08
Year 7	\$18.95	\$19.49	\$20.03	\$22.99
Year 8	\$19.72	\$20.28	\$20.85	\$23.94

Communications Technician 2				
	Zone 1	Zone 2	Zone 3	Zone 4
Entry	\$16.12	\$16.57	\$17.03	\$18.77
Year 1	\$16.77	\$17.24	\$17.72	\$19.53
Year 2	\$17.45	\$17.94	\$18.44	\$20.33
Year 3	\$18.16	\$18.67	\$19.20	\$21.16
Year 4	\$18.90	\$19.44	\$19.98	\$22.03
Year 5	\$19.67	\$20.23	\$20.80	\$22.93
Year 6	\$20.48	\$21.06	\$21.65	\$23.88
Year 7	\$21.32	\$21.92	\$22.54	\$24.86
Year 8	\$22.19	\$22.82	\$23.46	\$25.89

17.08 For the purposes of this article, each wage zone will be defined as follows:

Zone 1	
NM	Albuquerque
NY	Albany
TX	Houston
AZ	Phoenix
NY	Buffalo
MO	St. Louis
OH	Cincinnati
OH	Cleveland
OH	Columbus
OH	Toledo

Zone 2	
TX	Dallas
UT	Salt Lake City
NY	Syracuse
PA	Allentown
NJ	Camden
PA	Philadelphia
CO	Denver
MD	Baltimore
MD	Hagerstown

Zone 3	
CA	Los Angeles
CA	Santa Ana
CA	Riverside
CT	Hartford
CT	New Haven
HI	Honolulu
MA	Framingham
NJ	Newark
NJ	Asbury Park
NJ	Trenton

Zone 4	
NY	New York
DC	District of Columbia

17.09 Promotion from Communications Technician 1 to Communications Technician 2. The employee will move from their current rate of pay in Wage Table 1 to pay step in progression

on Wage Table 2 closest, but higher, to their current rate ensuring an increase in pay.

17.10 Each newly hired employee, who enters the service of the Company shall begin employment at the Start Rate for the appropriate job title, except that appropriate allowance over such starting rate may be made by the Company for an employee who has had previous experience or training considered to be of value. If the Company hires an employee with no prior training or experience at a rate of pay higher than the Start Rate, it shall raise the existing wage rate of all incumbents in that title and zone to match the rate of pay for the newly hired employee effective with the date of hire.

17.11 Effective January 1, 2022, an employee who is assigned and performs complex work, as determined by the Joint skill Classification Committee, will be paid an eight-dollar (\$8.00) per day differential, for each day worked, provided the work is performed for four (4) hours or more per day. A four-dollar (\$4.00) differential shall be paid if the complex work is performed for less than four (4) hours a day.

17.12 Voluntary Transfer to Higher or Lower Paying Wage Zone. The employee's new wage rate shall be set, upon transfer, by placing the employee on the same progression step of the new Wage Table for the new Job Title, provided the employee's new wage rate does not exceed the maximum wage progression step for the new Job Title, if applicable, in the new Wage Zone. If the employee's current wage rate exceeds the maximum wage step then the employee's new wage rate shall be the maximum wage step for the new Job Title/Wage Zone.

17.13 Involuntary Transfer to Lower Paying Wage Zone.

- A. The employee will be pay protected for a period of six (6) months if the employee's current rate of pay is greater than the maximum rate of pay on the applicable Wage Table for the Job Title, in the new Wage Zone. After six (6) months, the employee's new wage rate shall be the maximum wage step for the new Job Title , in the new Wage Zone.
- B. The employee will be pay protected for a period of six (6) months if the employee's current rate of pay is within the progression steps of the new applicable Wage Table for the Job Title in the new Wage Zone. After six (6) months, the employee's new wage rate shall be set by placing the employee on the same progression step of the new Wage Table for the new Job Title.

17.14 Involuntary Transfer to Higher Paying Wage Zone:

The employee's new wage rate shall be set, upon transfer, by placing the employee on the same progression step of the new Wage Table for the new Job Title, where the new wage rate is equal to or greater than the employee's current wage rate.

17.15 Nokia Transition Employees Transfers Between Zones.

Nokia transition employees that move from one wage zone to another, whether voluntary or involuntary, shall maintain their same wage rate, provided they are over the maximum scale of the applicable wage table. If the employee's current wage rate is lower than the maximum wage progression step then the employee will be put on progression.

ARTICLE 18

HEALTH AND SAFETY

18.01 The Company and the Union mutually recognize the need for a work environment in which safe and healthful operations can be achieved in all phases of work, along with the need to promote a better understanding and acceptance of the principles of health and safety on the part of all employees to provide for their own health and safety and that of their fellow employees, customers and the general public.

18.02 To achieve the above principles, the Company and the Union agree to establish, for the duration of this Agreement or any extension thereof, an advisory committee known as the National Health and Safety Committee.

- A. The committee shall consist of not more than three (3) representatives each from the Company and the Union (to be appointed by the Company and the National Union, respectively). This committee shall meet from time to time as required, but at least three (3) times per year and more often as mutually agreed upon by the parties.
- B. The committee shall focus on all matters pertaining to occupational health and safety, including concerns in the workplace. It shall also consider existing practices and rules relating to health and safety and formulate suggested changes in design and adoption of new practices and rules. This committee will have access to information necessary regarding health and safety concerns that have given rise to any issues in the workplace so that both parties can make

well-informed decisions regarding occupational health and safety matters.

- C. In connection with the Health and Safety Committee meetings under this Article, the employee representative(s) designated by the Union shall suffer no loss in pay for time consumed in such meetings, and necessarily consumed in traveling to and from, these meetings. Unless agreed otherwise, meetings will be held by teleconference or video conference.

18.03 The Company will provide safety equipment, including but not limited to, safety eyewear, hard hats, hearing protection, which is necessary for an employee's work assignment in accordance with OSHA standards or customer requirements.

18.04 When employees express reasonable concerns about their personal safety in connection with assignments in localities in which it is reasonable for them to believe that they may be victims of assault or other criminal activity, the employees will not be required to work alone.

18.05 When an employee completes a period of work consisting of sixteen (16) hours or more in a twenty-four (24) hour period, the employee shall be allowed a delayed start for the next scheduled shift if, in the judgment of the Company and with the input of the employee, the employee has had insufficient rest to enable him/her to safely start his/her next schedule shift on time. In such instances, the delay will allow ten (10) hours before the start of the employee's next shift.

ARTICLE 19

CONTRACTING AND BARGAINING UNIT WORK

19.01 The Company reserves the right to contract work to meet the needs of the business.

19.02 The Company will not utilize contractors, temporary employees and/or agency employees in an effort to displace the bargaining unit or erode bargaining unit work.

19.03 In the event the Company believes it needs to hire temporary employee(s), agency employee(s) and/or contractor(s), it will provide notice to the local Union.

19.04 Supervisors will not perform bargaining unit work except to maintain operations in emergency situations when there are no unit employees to perform the work needed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit.

ARTICLE 20

NEW JOB TITLE AND JOB CLASSIFICATIONS

20.01 The Company reserves the right to create new job titles or restructure or redefine an existing job title. The Company agrees to notify the Union of all such amendments. Following such notification, the Company may proceed to staff such job titles.

20.02 The Union shall have the right, within thirty (30) calendar days of the date the Union was notified by the Company of the new classification or title, to initiate negotiations concerning the temporary wage rate established by the Company. If negotiations are not so initiated within thirty (30) calendar days, the temporary wage rate will be made permanent. If negotiations are so initiated within thirty (30) calendar days, they shall commence within thirty (30) calendar days after the Union's request to initiate negotiations. The parties agree that they shall negotiate for a period of no more than sixty (60) calendar days from the date such negotiations commenced.

- A. If an agreement is reached by the parties within the said sixty (60) calendar days as to the appropriate permanent wage rate, such agreement shall be applied retroactively to the day of the establishment of the new classification or title.
- B. If no agreement as to the appropriate permanent wage rate for such classifications or titles has been reached within the said sixty (60) calendar days, the issue of the appropriate permanent wage rate shall be subject to a binding mediation process. A mediation conference shall be held as soon as

possible but no later than thirty (30) calendar days following conclusion of negotiations.

- C. The mediator used in the mediation process referred to above, shall be selected by mutual agreement of the parties within seven (7) calendar days following the conclusion of negotiations. If the parties are unable to agree on a mediator within this timeframe, they will select from a list of five (5) mediators compiled by the American Arbitration Association. Such individuals on the list shall possess acknowledged expertise in the area of job evaluation.
 1. If agreement is reached in the mediation process, as to the appropriate permanent wage rate, such agreement shall be applied retroactively to the day of establishment of the new classification or title.
 2. If no agreement is reached in the mediation process, each party shall submit a final proposed permanent wage rate to the mediator at the conclusion of the mediation conference. The mediator shall determine which of the final submissions is appropriate, taking into account the facts, discussions and arguments presented by the parties during the conference. The permanent wage rate designated by the mediator shall be applied retroactively to the day of the establishment of the new classification or title.

ARTICLE 21 NON-DISCRIMINATION

21.01 The Company and the Union agree that they will not discriminate against any employee covered by this Agreement because of race, color, creed, religion, sex, national origin, age, disability status, marital status, pregnancy, sexual orientation, gender identity and expression, veteran status, genetic information, because of an employee's position or membership/non-membership in the Union or lawful activities concerning the Union, or any other personal characteristic that is protected by applicable law.

21.02 The Company and the Union agree to continue their policies that each bargaining unit member is also obligated not to discriminate, harass, or retaliate, on the basis of any of the protected characteristics or activities described above, against any other employee or anyone with whom the employee has contact with on the Company's and/or customer's premises or during the course of the employee's work.

21.03 Gender. The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of any sex.

21.04 Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event that a proposed accommodation would conflict with any provision of this Agreement, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any

accommodation made by the Company with respect to work schedule, job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any other person for any purpose at any time.

21.05 Ethnic Diversity and Cultural Issues. The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively.

ARTICLE 22

NO STRIKE/NO LOCKOUT

22.01 During the life of this Collective Bargaining Agreement or any extension hereof, the Union, on behalf of its officers, agents, representatives, stewards and member agrees that so long as this Collective Bargaining Agreement or any written extension hereof is in effect, there shall be no strikes of whatsoever kind or nature (economic, sympathetic, unfair labor practice or otherwise), slowdowns, walkouts, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly with the Company operations.

22.02 It is further agreed that in cases of an unauthorized strike, walkout or other cessation of work activities, the Union, its officers, employees and representatives shall make every reasonable effort to instruct employees participating in any such unauthorized activity or action to return to work. In the event the strike, walkout or other cessation of work activities is unauthorized by the Union and it has made such reasonable effort to instruct employees participating in unauthorized activities to return to work, the Company agrees not to hold the Union financially responsible for the unauthorized activities.

22.03 During the life of this Collective Bargaining Agreement or any extension hereof, the Company will not lockout its employees.

ARTICLE 23

MANAGEMENT RIGHTS

The Company hereby reserves all prerogatives and rights regarding the management of its business and the direction of its work force including, but not limited to, the right to establish reasonable rules, policies and procedures, except where those rights are specifically limited by this Collective Bargaining Agreement and the Union's status of exclusive representative of the member in the bargaining unit.

ARTICLE 24 SEVERABILITY

It is understood that the provisions of this Agreement are subject to all applicable laws now and hereafter in effect, and to the lawful rulings, regulations and orders of agencies or courts having jurisdictions. In the event that any provision of this Agreement contravenes any federal or state law or regulation, or any order determination, ruling or regulation of a federal or state administrative agency or court and either party become aware of the contravention, said party who becomes aware will notify the other party, in writing within thirty (30) calendar days. Negotiations shall then take place if requested by the Union. Should the contravention require immediate action on the part of the Company as an employer, the Company will implement the required change so as to be within compliance. The agreement of requested negotiations will be implemented as agreed upon by the parties.

ARTICLE 25 SUCCESSORS

25.01 This Agreement shall be binding upon the parties, their successors and assigns.

25.02 In the event the Company's services or line of business covered by this Agreement, are to be sold, transferred or assigned the Company will notify the Union at least thirty (30) calendar days prior to the close of such proposed transaction and, during such thirty (30) calendar day period, will meet with the Union upon request to engage in bargaining.


25.03 The Company will give notice to the purchaser of the Company's services or line of business covered by this Agreement or assignee of the existence of, and operations covered by, this Agreement.

ARTICLE 26 DURATION

This Agreement shall become effective at 12:01 a.m. on November 30, 2020, but only if it is ratified by the Union membership and the Company is so notified on or before October 9, 2020. When so effective, this Agreement will continue in full force and effect in accordance with its own terms until 11:59 p.m. on December 15, 2023.

In Witness Whereof, the parties have executed this Agreement on the day and year first written above.

Communications Workers of
America:



Mary Jo Reilly
CWA Bargaining Chair

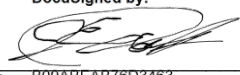


Luis Benitez-Burgos
CWA Staff Representative



Stephen Amato, President
Installation Council

Goodman Communication
Services, LLC:

DocuSigned by:

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Jonathan Goodman, Manager
Goodman Communication
Services

LETTER OF AGREEMENT MUTUAL RESPECT AND APPRECIATION

This Agreement between the CWA (the “Union”) and Goodman Communications Services (the “Company”) recognizes the creation of a newly formed and cooperative affiliation between the parties in the installation marketplace. The Company further recognizes the importance and value of the Union as a strong organization in the Company’s efforts to gain a strong foothold in the installation marketplace. The Union and the Company commit to operate in the spirit of partnership and common vision. The parties also share the mutual goals of building a world class, high performance, profitable enterprise that works for the benefit of both parties.

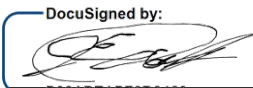
IN WITNESS WHEREOF, the parties hereto have executed this Letter of Agreement on November 30, 2020.

Communications Workers of
America:



Mary Jo Reilly
CWA Bargaining Chair

Goodman Communication
Services, LLC:

DocuSigned by:


B09ABEAB76D3463
Jonathan Goodman, Manager
Goodman Communication
Services

LETTER OF AGREEMENT INSTALLER QUARTERLY INCENTIVE PROGRAM

Purpose:

The purpose of the Installer Quarterly Incentive Program (QIP) is to reward eligible installers for surpassing key performance targets over a given quarter provided certain budgeted gross margin contributions are surpassed by actual results.

The QIP fund will be derived from 25% of the excess total gross margin. This excess total gross margin will be the **lesser** of the quarterly gross margin or the year-to-date gross margin contributions over the budgeted gross margin from the installation team, based upon completed projects in a given quarter as confirmed by Goodman Communication Services Accounting.

Each quarter, individual employee award levels will be calculated and paid based on the funding level and the total number of eligible employees. The maximum QIP payable to an employee is capped at \$1,500.00 per quarter.

Eligibility:

Eligibility for a QIP award will require all of the following factors to be fully satisfied.

- A. Must be an active employee at the time the award is paid. No payments will be made to employees who terminate employment for any reason before the payment date.
- B. Must be an active during the entire quarterly assessment period.

- C. Goodman Communication Services Accounting must confirm the excess total gross margin during the quarterly assessment period.
- D. Must meet each of the following key performance criteria in each quarterly assessment period:
 - 1. Profitability: Average 38% Direct Tech Margin on completed projects earned by the employee.
(Direct Tech Margin = The employee's revenue contribution minus employee's total direct costs, including wages and the average of other direct costs)
 - 2. Delivery: Meets customer delivery requirements (completion dates, partnering with customers and vendors, close-out packages) provided such delivery requirements are not outside the employee's control.
 - 3. Job Quality: No failures or revisits due to workmanship or incomplete work.
 - 4. Job Safety: No major safety violations.
 - 5. Vehicle Safety: No major traffic violations.
 - 6. Security: No customer security violations.
 - 7. Customer Satisfaction: No bona-fide end customer complaints.
 - 8. Company Policy: No bona-fide Company policy violations
 - 9. CAN/PIP: No Corrective Action Notices or Performance Improvement Plans during this period.

Payout:

Eligible employees will receive the QIP award on the next payroll period after all Program requirements are met or as required under state law.

Program Specifics:

Employees eligible to participate in the QIP are not eligible to participate in any other Company sponsored bonus or incentive plan or program.

The Program is not applicable to any employee on a leave of absence.

The Company has the sole discretion to interpret, administer and resolve any issues arising under the QIP and all decisions are final.

QIP Awards shall be included in the calculation of annual pay for the purposes of calculating Basic Group Life Insurance benefits.

QIP Awards shall be subject to federal, state and local tax and FICA withholding.

The following shall be deducted from QIP Awards:

- a. Union dues as specified by Article 4, Deduction of Union Dues, and,
- b. Goodman Communication Services 401k plan.

The QIP Award will not be part of the employee's basic straight time rate of pay or basic wages for any other purpose nor shall the award payment enter into the computation of any payments made under any benefits plan, allowance, including overtime, or differential except as specified within the QIP.

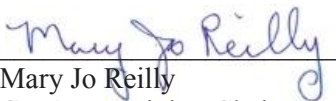
The Company reserves the right to adjust payment levels upward or downward to offset the effects of significant and unusual events

within the Company.

In the event the Company seeks to modify the maximum QIP payment, it shall negotiate the modification with the Union prior to implementation.


IN WITNESS WHEREOF, the parties hereto have executed this Letter of Agreement on November 30, 2020.

Communications Workers of
America:



Mary Jo Reilly
CWA Bargaining Chair

Goodman Communication
Services, LLC:

DocuSigned by:


B09ABEAB76D3463
Jonathan Goodman, Manager
Goodman Communication
Services

LETTER OF AGREEMENT DRUG TESTING

This will confirm our agreement concerning drug testing of employees pursuant to current regulations of the Department of Defense (DOD) and Department of Transportation (DOT) and any current or future customer or bona fide business requirements that may apply.

The Company shall inform the Local when it becomes aware of any such requirement. The Company and the Union recognize that, during the life of the agreement, certain of the Company's employees will be or may become subject to such laws, regulations or requirements that address drug testing. The Company and the Union agree that drug testing including, but not limited to, random drug testing, of bargaining unit employees may be conducted as required by law, government regulation or customer requirement.


The Company and the Union further recognize that current DOD and DOT regulations, as well as customer requirements, do not require the imposition of sanctions or disciplinary action against any employee to be found to be using drugs illegally. Accordingly, the Company further agrees that it will take no adverse action, against such an employee, based solely on test results, as a first direct and immediate result of information obtained in a test applied under DOD or DOT regulation or as a result of a customer requirement, other than to transfer the employee from a position that is subject to the regulations or requirements to a position that is not subject to DOT or DOD regulations or customer requirement, if such position is readily available, and recommend that the employee begin an appropriate treatment program. An employee that

subsequently tests positive will be subject to appropriate discipline up to and including termination.

The Company and Union agree that the use, possession, sale, purchase, or distribution of illegal drugs is prohibited on Company premises, in Company vehicles, customer locations or anywhere else while conducting business on behalf of the Company. In addition, medically prescribed drugs may be used only as directed by the employee's physician, and then only to the extent they do not impair the employee's ability to perform the duties of their job.

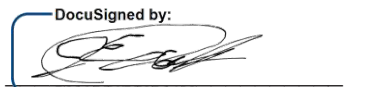
IN WITNESS WHEREOF, the parties hereto have executed this Letter of Agreement on November 30, 2020.

Communications Workers of
America:



Mary Jo Reilly
CWA Bargaining Chair

Goodman Communication
Services, LLC:

DocuSigned by:


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Jonathan Goodman, Manager
Goodman Communication
Services

LETTER OF AGREEMENT JOINT COMMITTEE ON SKILLS DEVELOPMENT

This will confirm our understanding regarding the formation of a joint committee to develop the creation of a Skill Classification Plan or guidelines for the workforce.

The members of the joint committee shall be equal in number, appointed by the CWA and the Company, respectively, and shall not exceed three (3) each from the CWA and from the Company. The Committee will be a standing one during the duration of this Agreement.

The joint committee shall have the responsibility to explore issues impacting the skills and development of the workforce. This responsibility may include, but is not limited to, skill requirements, certifications, recertification, titles, movement between titles, skill needs in the future. The committee, by mutual agreement, will recommend policies and implementation strategies that will be executed by the Company. Reasons for not implementing any policies and/or strategies will be reviewed with the National and suitable alternatives will be mutually agreed upon.

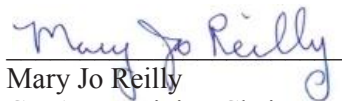
The Committee will also review annually the continued proficiency of the technicians' assigned system and level. If an Employee is identified as having a deficiency of skill(s) caused by changes in technology or other related deficiencies, a recertification plan (including applicable training, on-the-job assignments, etc.) will be established for the employee. Monthly skill performance reviews will be conducted during the next six (6) months to assist the employee in correcting the deficiencies. Failure of this process to

correct the skill deficiencies may lead to disciplinary action and possibly demotion for the employee as determined by the Company.

This Committee, in its' sole discretion, will have oversight of the Alliance Training Fund.

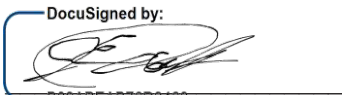
IN WITNESS WHEREOF, the parties hereto have executed this Letter of Agreement on November 30, 2020.

Communications Workers of America:



Mary Jo Reilly
CWA Bargaining Chair

Goodman Communication Services, LLC:

DocuSigned by:


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Jonathan Goodman, Manager
Goodman Communication Services

LETTER OF AGREEMENT

LOCAL NAVIGATION POINT AND ADJUSTMENT AREA

This Letter of Agreement is entered into between Communications Workers of America (“CWA”) and Goodman Communication Services (“Company”).

The parties agree to continue the use of the Nokia Base Locations and Computation Points, as defined here, as Local Navigations Points (LNP) for all aspects of the Collective Bargaining Agreement. It is further agreed that an LNP will include work locations within reasonable commuting distances of the employee’s reference point. In the event there is a need to modify and/or expand them, it shall be agreed upon by the Company and the Union. Further for the purpose of Article 15 – Force Adjustment, the Nokia Base Locations will be considered the Adjustment Areas.

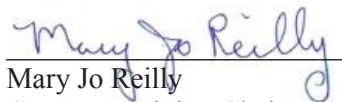
The Base Locations and Computation Points are as follow:

BL2330 – ALBANY, NY	BL3408-07 – SOUTH – ELIZABETH
BL2332 – BUFFALO, NY	BL3408-08 – SOUTHWEST – PLAINFIELD
BL2341 – SYRACUSE, NY	BL3409 – TRENTON, NJ
BL2401-02 – BRONX – NEW YORK	BL5704 – CLEVELAND, OH
BL2401-04 – NORTH2 – MOUNT KISCO	BL5705 – COLUMBUS, OH
BL2401-10 – HICKSVILLE – LONG ISLAND	BL5709 – TOLEDO, OH
BL2401-11 – BABYLON – LONG ISLAND	BL5803 – CINCINNATI, OH
BL2804 – HARTFORD, CT	BL6224-01 – CENTRAL – ST LOUIS
BL2807 – NEW HAVEN, CT	BL6435-01 – NORTH – DALLAS
BL2870 – FRAMINGHAM, MA	BL6435-02 – EAST – DALLAS

BL3210 – ALLENTOWN, PA
BL3223-01 – CENTRAL – PHILADELPHIA
BL3223-02 – NORTH – PHILADELPHIA
BL3223-04 – SOUTHWEST – MARPLE
BL3223-05 – SOUTH – WILMINGTON DE
BL3301 – WASHINGTON,DC
BL3310 – BALTIMORE, MD
BL3377 – HAGERSTOWN MD
BL3401 – ASBURY PARK, NJ
BL3404 – CAMDEN, NJ
BL3408-01 – CENTRAL – NEWARK
BL3408-02 – WEST – MORRISTOWN
BL3408-03 – NORTH – PATERSON
BL3408-05 – NORTHEAST2 – ENGLEWOOD
BL3408-06 – EAST – JERSEY CITY
BL6435-04 – WEST – DALLAS
BL6538-01 – CENTRAL – HOUSTON
BL6538-05 – NORTHWEST – HOUSTON
BL7201-01 – CENTRAL – PHOENIX
BL7201-02 – EAST – MESA
BL7201-03 – NORTH – PHOENIX
BL7221 – DENVER, CO
BL7250 – ALBUQUERQUE, NM
BL7271 – SALT LAKE CITY, UT
BL8301-01 – CENTRAL – LOS ANGELES
BL8301-08 – NORTHWEST – VAN NUYS
BL8304 – SANTA ANA, CA
BL8305 – RIVERSIDE,CA
BL8420 – HONOLULU, HI

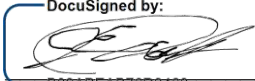
IN WITNESS WHEREOF, the parties hereto have executed this Letter of Agreement on November 30, 2020.

Communications Workers of America:



Mary Jo Reilly
CWA Bargaining Chair

Goodman Communication Services, LLC:

DocuSigned by:


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Jonathan Goodman, Manager
Goodman Communication Services

page 88
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