

**AGREEMENT
BY AND BETWEEN**

COMMUNICATION WORKERS OF AMERICA

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DISH NETWORK L.L.C.

February 21, 2022 – February 20, 2024

ARTICLE 1
AGREEMENT

This AGREEMENT is made and entered into between DISH Network L.L.C. (hereinafter “the Company”) and Communication Workers of America (hereinafter the “Union”) on this 21st day of February, 2022.

ARTICLE 2
RECOGNITION AND ESTABLISHMENT OF THE UNIT

The Company recognizes the Union as the exclusive collective bargaining representative of all regular full-time and part-time technicians and warehouse employees employed at the Company’s facility located at 1861 Valley View Lane, Suite 150, Farmers Branch, TX. Excluded are all other employees, guards, and supervisors as defined by the Act.

ARTICLE 3
CLASSIFICATION OF EMPLOYEES

Section 1. A full-time employee shall be deemed to be any employee regularly scheduled to work forty (40) hours per week.

Section 2. A part-time employee shall be deemed to be any employee regularly scheduled to work less than forty (40) hours per week.

Section 3. Agency workers and independent contractors shall not be deemed to be employees of the Company, and, as such, shall not be covered by any of the terms or conditions of this Agreement.

ARTICLE 4
PROBATIONARY PERIOD

Employees shall be subject to a probationary period of 6 months after completion of new hire training. Seniority shall not accrue during the probationary period. Upon successful completion of the probationary period, the employee’s seniority shall relate back to and be calculated from the most recent date of hire. At any time during the probationary period, the Company may layoff, discharge, or discipline a probationary employee and the Company’s action regarding same shall not be subject to the grievance provisions of this Agreement.

ARTICLE 5
HOURS OF WORK

Full-time employees normally will be scheduled to work forty (40) hours per week. The work week will usually be either five (5) eight-hour days or four (4) ten-hour days, but can be changed if required by business needs. The Company will notify the Local Union representative prior to implementation of any tour other than the five (5) day tour or the four (4) day tour discussed in this Article.

ARTICLE 6
WORK ASSIGNMENTS

The Company will provide a written work schedule for the employees. Currently, that schedule is produced on a quarterly basis. However, the Company reserves the right to change the schedule upon fourteen (14) days' notice.

ARTICLE 7
ATTENDANCE

Attendance for bargaining unit employees will be governed by the Company's Non-Exempt Employee Attendance Guidelines, with the following modifications:

- a. The Union will receive notice when a bargaining unit employee receives a final written warning and/or is to be suspended pending termination pursuant to the Non-Exempt Employee Attendance Guidelines.
- b. No Call No Show—not calling within scheduled shift—will result in suspension pending termination. The Union will be notified of the incident and a meeting will be scheduled with the employee, the Union, and the Company prior to the implementation of discharge. An employee who requests the use of paid protected time (“PPT”) to cover the entirety of the incident within 24 hours of the end of shift for which the employee was a no call no show shall be reinstated and removed from suspension no later than two days following the request to use PPT.
- c. The Company shall have the right to delete, change, or otherwise modify the Non-Exempt Employee Attendance Guidelines provided such additions, deletions, changes, or modifications are uniformly applicable to non-unit employees in the Dallas market. The Union shall be notified of such additions, deletions, changes, or modifications in writing not less than fifteen (15) calendar days in advance of the effective date of such additions, deletions, changes, or modifications. Upon request by the Union, the parties shall meet (either in person, telephonically, or virtually) to discuss such changes and the parties agree to make available a representative in the fifteen (15) day notice period to discuss the proposed additions, deletions, changes or modifications. Disagreements

resulting from such discussions shall not be subject to the grievance provision of this Agreement.

ARTICLE 8
ABSENCES

All absences relating to FMLA, Military Leave, Jury Duty, and Funeral Leave shall be governed by the Company benefits handbook, and any subsequent changes that may be made to the Company's leave benefits as identified in subsequent handbooks. The Company agrees that the bargaining unit employees will not be treated any differently than non-bargaining employees in terms of leave policies set forth in the handbook or company policies.

ARTICLE 9
PAID TIME OFF (PTO)

Company offers Paid Time Off ("PTO") as set forth in the Company benefits handbook, and any subsequent changes that may be made to the Company's PTO benefits as identified in subsequent handbooks. The Company agrees that the bargaining unit employees will not be treated any differently than non-bargaining employees in terms of its PTO policies set forth in the handbook or company policies.

ARTICLE 10
HOLIDAYS

Section 1. The following holidays will be observed holidays by the Company:

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

Section 2. An employee who is not required to work on a holiday will be paid the equivalent to the number of hours for a normal workday.

Section 3. When a holiday falls on a Sunday, it will be observed on the following Monday. When a holiday falls on a Saturday, it will be observed on the preceding Friday.

Section 4. Employees that work on a holiday will be paid at their regular rate of pay for the hours worked on the holiday, plus their holiday pay.

Section 5. An employee must work their scheduled days before and after the holiday or have an approved PTO in order to receive holiday pay.

ARTICLE 11
VOTING DURING ELECTION CYCLES

Employees shall be permitted to delay their start time on a scheduled workday by up to two (2) hours during early voting for municipal, county, state or federal elections to accommodate the employee’s desire to participate in early voting. An employee shall provide two (2) calendar days advance notice to her or his FSM of her or his intent to delay her or his start time so as to participate in early voting. This time shall be unpaid by the Company, but employees at their discretion may use available paid time off so as to be paid for the time.

ARTICLE 12
WAGES

Section 1. Effective the payroll period commencing March 5, 2022, employees shall be paid the following base hourly rates:

Tech Level	Year 1	Year 2
DT	\$16.00	\$16.40
DT1	\$17.00	\$17.43
DT2	\$18.08	\$18.53
DT3	\$20.25	\$20.76
DT4	\$22.64	\$23.41

ISP \$14.00 \$14.40

Section 2. In addition to the base hourly rates above, upon completion of thirty (30) days of service and ending upon the completion of one hundred twenty (120) days of service, technicians shall be eligible to receive a \$50 bonus upon attaining each of the following milestones:

- 1st NPS score of “9”
- 1st On Site Sale
- 1st 100% TCR day
- 1st New Connect Completion
- 1st week of 4+ PPPH
- 1st week with 0% Repair
- Complete 10 work orders
- Complete 50 work orders
- Complete 100 work orders

Section 3. Effective the first day following completion of 120 days of service, in addition to the base hourly rates set forth above, technicians shall be eligible to participate in the Pi incentive program as follows:

A. Performance Measures: The performance of each technician will be measured on the following metrics):

- a. Tech Completion Percentage (Tech Comp. %)
- b. Points Per Productive Hour (PPPH)
- c. Repair 12 (R12)
- d. Net Promoter Score (NPS Tech)
- e. Revenue Per Job (\$/WO) (Between 120 days and 180 days of service, Technicians Attach Rate [Attach 12] is measured instead of Revenue Per Job.)

B. Based on Technician Level and performance with respect to each metric, technicians will be credited with performance points as follows:

TCR

Tech Level	5 Pts	10 Pts	15 Pts	20 Pts
DT	91.0%	92.8%	94.6%	96.4%
DT1	92.8%	94.6%	96.4%	98.2%
DT2	92.8%	94.6%	96.4%	98.2%
DT3	92.8%	94.6%	96.4%	98.2%
DT4	94.6%	96.4%	98.2%	100.0%

PPPH

Tech Level	5 Pts	10 Pts	15 Pts	20 Pts
DT	4.50	5.00	5.50	6.00
DT1	5.00	5.50	6.00	6.50
DT2	5.50	6.00	6.50	7.00
DT3	5.75	6.25	6.75	7.25
DT4	6.00	6.50	7.00	7.50

NPS

Tech Level	5 Pts	10 Pts	15 Pts	20 Pts
DT	N/A	90%	N/A	100%
DT1		90%		100%
DT2		90%		100%
DT3		90%		100%
DT4		90%		100%

R12

Tech Level	5 Pts	10 Pts	15 Pts	20 Pts
DT	8.9%	6.7%	4.4%	2.2%
DT1	6.7%	4.4%	2.2%	0.0%
DT2	5.4%	3.6%	1.8%	0.0%
DT3	5.4%	3.6%	1.8%	0.0%
DT4	5.4%	3.6%	1.8%	0.0%

\$/WO

Tech Level	5 Pts	10 Pts	15 Pts	20 Pts
DT1	\$17	\$22	\$27	\$32
DT2	\$22	\$27	\$32	\$37
DT3	\$25	\$30	\$35	\$40
DT4	\$28	\$33	\$38	\$43

Attach**12**

Tech Level	5 Pts	10 Pts	15 Pts	20 Pts
DT	6%	10%	14%	18%

C. Based on total score, measured over a rolling four (4) week period, an employee shall receive an incentive payment as follows:

Score	Incentive	With All-Pro
0-49	\$0.00	\$0.00
50—54	\$25.00	\$75.00
55-59	\$50.00	\$100.00
60-64	\$75.00	\$125.00
65-69	\$100.00	\$150.00
70-74	\$125.00	\$175.00
75-79	\$150.00	\$200.00
80-84	\$175.00	\$225.00
85-89	\$200.00	\$250.00
90-94	N/A	\$275.00
95-99	N/A	\$300.00
100	N/A	\$350.00

An employee can earn more by being an “All-Pro;” by attaining ten (10) points or better in all five (5) metrics, the employee shall receive an incentive payment of Fifty Dollars (\$50.00) in addition to the incentives set forth above.

D. The foregoing incentive payments shall be paid every paycheck and paid out three (3) weeks after the last day of the measurement period. The incentive payment shall be included in the “regular rate” for purposes of calculating overtime.

E. The Company shall have the right to add to, delete, change, or otherwise modify the metrics and incentive amounts on a quarterly basis, provided such additions, deletions, changes, or modifications are uniformly applicable to non-unit employees in the Dallas market. The Union shall be notified of such in writing not less than fifteen (15) calendar days in advance of the effective date of changes to the metrics and incentive amounts. Upon request by the Union, the parties shall meet to discuss such changes. Disagreements resulting from such discussions shall not result in a delay in the implementation of such changes or be subject to the grievance provision of this Agreement.

F. The Company will make available employee training regarding strategies for effectively upselling DISH products and services to customers. Employees who fail to earn any incentive points applicable to the \$/WO metric over four (4) consecutive measurement periods shall be provided additional feedback, counseling, guidance and training and as appropriate be subject to disciplinary action.

ARTICLE 13 OVERTIME

All employees are entitled to receive overtime pay at 1.5 times their regular rate of pay in compliance with state law. Employees may be required or forced to work overtime.

ARTICLE 14 SENIORITY, LAYOFF AND RECALL

Section 1. Definition. Seniority shall be defined as the length of an employee's continuous service with the Company. The last four digits of an employee's social security number shall be used to break ties that arise in determining seniority with the higher number prevailing.

Section 2. Accrual of Seniority. Seniority shall continue to accrue during all paid benefit time, military leaves, contractual leaves of absence, whether paid or unpaid, and leave under the Family Medical Leave Act, provided however, no employee shall accrue paid benefit time during any unpaid leave of absence.

Section 3: Loss of Seniority -- Termination of Employment. Anything herein to the contrary notwithstanding, an employee will lose Seniority for all purposes under this Agreement for any of the following reasons:

1. Voluntary resignation.
2. Discharge.
3. Failure, refusal, or inability to report to work at the expiration of any leave of absence or vacation pursuant to this Agreement without (1) prior

approval from management or (2) there is a pending request for an extension of such leave of absence or a new leave of absence.

4. Accepting without prior Company approval, employment from another person or entity during a leave of absence.
5. Layoff for four (4) consecutive months.
6. Acceptance of any position outside the bargaining unit.
7. Failure of an employee to notify the Company of acceptance of recall from layoff or to report to work within the time frames set forth in this Agreement.

Section 4: Layoff. The Company shall have the right to layoff bargaining unit employees. The order of layoffs of technicians shall be based on seniority and a stack ranking of technicians in order of performance metrics then applicable, averaged over the previous twelve (12) months, from lowest to highest. Employees with the lowest performance metrics shall be laid off first notwithstanding the relative seniority of the employee. If any employees have the same average performance metrics over the previous twelve (12) months, the employee with the lowest seniority shall be laid off. The layoff of ISPs shall be based on the ISPs disciplinary history, attendance history, and performance appraisals. Where these factors are equal, the employee with the least seniority shall be laid off first.

Section 5: Recall

A. Employees shall have recall rights for a period of four (4) months from the effective date of the layoff. Employees shall be recalled to their prior position in the reverse order of layoff. Any employee to be recalled shall be required to pass a criminal history background check, a drug test and a MVR check as a condition precedent to return to work. An employee failing to pass any of the foregoing conditions precedent to reinstatement, shall forfeit any future recall rights.

B. An employee offered recall must advise DISH in writing of their intent to accept recall within seven (7) calendar days of the offer and must be able to return to work within twenty-one (21) calendar days of the offer.

C. An employee recalled shall retain their original date of hire for all purposes, but shall not be deemed to have accrued any paid benefit time during the period of layoff. Employees who are recalled shall be eligible to participate in the Company's various insurance programs as of the first day of the calendar month following return to active employment.

Section 6: Promotions. The parties recognize that promotion within the bargaining unit is based on the employee's length of service and, in the case of technicians, ability of the employee. Promotions shall be awarded to employees as follows:

A. Promotion from ISP to Technician: Qualified ISP employees shall be able to apply for vacant bargaining unit provided written discipline has not been issued to the employee within ninety (90) calendar days of such application. The position shall be awarded based on the ISPs disciplinary history, attendance history, and performance appraisals. Where these factors are equal, the position shall be awarded to the most senior ISP. An employee who successfully applies for a new position or transfer shall have the right to return to employee's previous position within thirty (30) calendar days of the effective date of the transfer provided the position is available and he has not been disciplined during such thirty (30) day period.

B. Promotions within Technician Classification: Satellite installer employees within the bargaining unit will all commence employment as a "DISH Technician".

1. Advancement to DISH Technician 1 - Employees shall be promoted to DISH Technician 1 once all of the below eligibility requirements are satisfied:

- a. Completion of DISH Tech Training.
- b. Completion of 180 days of service as a DISH Technician (the effective date of such promotion will be the first payroll period following 180 days of service).

2. Advancement to DISH Technician 2 – Employees shall be promoted to DISH Technician 2 once all of the below eligibility requirements are satisfied:

- a. Employee has completed 12 weeks of service as a Technician 1.
- b. Achieve TechTrack Metric Requirements of 5 of 5 over the most recent 12-week measurement period uniformly utilized by the Company. The applicable measurement period shall be the one in which the Technician completes 12 weeks of service as a Technician 1. An employee must have actually worked at least six (6) hours on each of not less than 32 workdays during the data collection period for data from the measurement period to be considered. In the event a technician does not meet this requirement, their TechTrack Metrics will be reviewed again at the end of the next 12-week measurement period, and as necessary, each subsequent 12-week measurement period thereafter.
- c. As of the end of the applicable 12-week measurement period, the employee is not on an active performance improvement plan and has not been issued a Written or Final Warning within ninety (90) days preceding the end of the applicable measurement period.
- d. Satisfactory work record regarding safety inspections, customer complaints, and customer property damage as determined by the Company.

- e. Completion of DISH Tech Advanced Training.

3. **Advancement to DISH Technician 3** - Employees shall be promoted to DISH Technician 3 once all of the below eligibility requirements are satisfied:

- a. Employee has completed 12 weeks of service as a Technician 2.
- b. Achieve TechTrack Metric Requirements of 5 of 5 over the most recent 12-week measurement period uniformly utilized by the Company. The applicable measurement period shall be the one in which the Technician completes 12 weeks as a Technician 2. An employee must have actually worked at least six (6) hours on each of not less than 32 workdays during the data collection period for data from the measurement period to be considered. In the event a technician does not meet this requirement, their TechTrack Metrics will be reviewed again at the end of the next 12-week measurement period, and as necessary, each subsequent 12-week measurement period thereafter.
- c. As of the end of the applicable 12-week measurement period, the employee is not on an active performance improvement plan and has not been issued a Written or Final Warning within 90 days preceding the end of the applicable measurement period.
- d. Satisfactory work record regarding safety inspections, customer complaints, and customer property damage as determined by the Company.
- e. Employee has been certified in at least one Certification beyond DBS, including but not limited to, dishNet or DISH Coach.

4. **Advancement to DISH Technician 4** - Employees shall be promoted to DISH Technician 4 based on the following criteria:

- a. Employee has completed 12 weeks as a DISH Technician 3.
- b. Achieve TechTrack Metric Requirements of 5 of 5 over the most recent 12-week measurement period uniformly utilized by the Company. The applicable measurement period shall be the one in which the Technician completes 12 weeks as a Technician 3. An employee must have actually worked at least six (6) hours on each of not less than 32 workdays during the data collection period for data from the measurement period to be considered. In the event a technician does not meet this requirement, their TechTrack Metrics will be reviewed again at the end of the next 12-week

measurement period, and as necessary, each subsequent 12-week measurement period thereafter.

- c. As of the end of the applicable 12-week measurement period, the employee is not on an active performance improvement plan and has not been issued a Written or Final Warning within 90 days preceding the end of the applicable measurement period.
- d. Satisfactory work record regarding safety inspections, customer complaints, and customer property damage as determined by the Company.
- e. Employee has been certified in at least two Certifications beyond DBS, including but not limited to, dishNet or DISH Coach.

C. TechTrack Metrics include the following: Technician Completion Percentage, Points per Productive Hour (PPPH), Repair 12 (R12), Net Promoter Score (NPS) Tech, Onsite Sales Revenue per Job.

D. Available skill certifications are subject to change based on the needs of the business. Accordingly, not all skill certifications may be offered to all technicians at any given time. Current certifications include: DBPS (Dish Business & Property Solutions), Dish Coach, dishNET, and ViaSat. The availability of specific certification training shall be determined by the Company based on the needs of the business.

E. The effective date of a promotion to Technician 2, 3 or 4 shall not be later than sixty (60) calendar days following the end of the data collection period upon which the promotion is based, provided the technician has satisfied all other requirements for promotion.

F. All technicians who have completed twelve (12) months of service at their current Tech Level will be promoted to the next Tech level as of the effective date of the Agreement provided that as of the date of ratification such technician is not on an active performance improvement plan and has not received a Written or Final Warning within the 90 days preceding ratification.

Section 7: Rehires and Transfers into the Bargaining Unit. Employees who leave the employment of the Company and are thereafter rehired shall be treated as new employees upon rehire for all purposes, except as set forth in the Company's "Rehire Guidelines." Such Rehire Guidelines, a copy of which has been provided to the Union, may be changed, amended, and or modified by the Company unilaterally in its sole discretion provided such changes, amendments, and modifications, are applicable to non-bargaining unit employees of the Company. The decision of the Company to rehire an individual, to allow or to refuse to allow an employee to transfer into the unit shall be in the sole discretion of the Company and shall not be subject to the grievance provisions of this Agreement. Notwithstanding anything herein to the contrary or in the Rehire Guidelines, employees who are rehired or who transfer into the unit shall be subject to the probationary period.

ARTICLE 15
GRIEVANCE PROCEDURE

Section 1. A grievance is defined herein as a complaint, dispute, or controversy, between the Union and the Company, based on facts, circumstances, incidents, or occurrences, which may arise on or after the effective date but before the expiration of this Agreement, involving the interpretation, application or performance of the express terms of this Agreement. All grievances shall be settled, determined, adjusted and processed solely and exclusively in accordance with the procedures set forth in this Article. Any and all disputes between the parties arising before the effective date of this Agreement or after the termination date thereof, and/or any and all disputes based on facts, incidents or occurrences taking place prior to the effective date or subsequent to the termination date, are expressly excluded from coverage and are not in any way encompassed by this Article.

Section 2. The time periods and limits provided herein shall be calculated as of the email or hand delivery date of written correspondence. Such time periods may be extended only by mutual written agreement of the Company and the Union. In the absence of such agreement, the time limits shall be mandatory. The failure of the Company to so respond or meet within the time limits set forth below shall be deemed a denial of the grievance as of the expiration date of the applicable adjustment period.

Section 3. Grievance Process

STEP 1

(1) The Union may present a grievance on behalf of any employee or group of employees alleging a violation of one or more provisions of this Agreement by presenting such grievance in writing, to the Operations Manager within twenty-one (21) calendar days after the occurrence of the incident or event giving rise to the grievance or within twenty-one (21) calendar days of when the employee reasonably should have been aware of the facts underlying the grievance, whichever is later. Following the submission of the grievance, the parties shall meet within fourteen (14) calendar days at a mutually agreeable place and manner to discuss the grievance. The Operations Manager shall answer the grievance in writing within fourteen (14) calendar days after such meeting. Any adjustment or settlement of a grievance at Step 1 shall be binding for the particular grievance involved, but—in the absence of mutual agreement of the parties—shall not be used as precedent by either party.

(2) The written grievance shall state the name(s) of the grievant(s), the issue being grieved, the contract provisions alleged to have been violated and the remedy sought and shall be presented on the form attached to this Agreement as Exhibit 1, which shall be emailed to the Operations Manager with an electronic copy to the Human Resources Manager. The written grievance shall be signed by a Steward or a representative of the Union. Grievances alleging a general violation of the contract or by way of example only, “all other articles of the contract that may be applicable,” shall not satisfy the obligations of this Section.

STEP 2

(1) If the grievance is not satisfactorily resolved in STEP 1, it may be appealed to the Company's Director of Human Resources or their duly authorized designee for adjustment or resolution within fourteen (14) calendar days after receipt of the Operations Manager's STEP 1 denial or when the Company's Step 1 answer was due, whichever is later. Within fourteen (14) calendar days after the submission of the written grievance in STEP 2, the Union's designated Representative shall meet (either in person or by telephone conference) with the Company's representative or his/her designee in an effort to adjust the grievance. The Company's Representative shall submit a written answer to the grievance within fourteen (14) calendar days after the meeting.

Section 4. Grievances Involving Suspension and Discharge: Grievances involving suspensions or discharge shall be submitted by the Union directly to STEP 2 within ten (10) calendar days of the Union's receipt of written notice of suspension or discharge.

ARTICLE 16 TRAVEL

Section 1. Time spent in local travel at the direction of the Company after reporting for duty and before release from duty shall be treated as work time.

Section 2. Mileage from the employee's home to regular assigned work is not reimbursed; however, if an employee drives directly from home to another work assignment other than regular assigned work and the distance to the assignment is greater than the distance to the regular work location, the employee will be paid the difference as outlined in the Company's Travel Policy.

Section 3. An employee away from home on a Company assignment will receive reimbursement for all reasonable, necessary and ordinary business expenses incurred in the fulfillment of such assignment as outlined in the Company's Travel Policy.

ARTICLE 17 BENEFITS

During the terms of this Agreement, the Company will offer its bargaining unit employees the same or similar benefits as those offered to non-union technicians and warehouse workers nationwide. The Company's benefit program is a nationwide program and is subject to change from time to time during the course of this Agreement. In the event that a benefit is changed or eliminated in its entirety, the Company agrees to notify the Union of any changes in such plans that would result in an increase, decrease or elimination of benefits. The selection of the insurance carriers, the establishment of all terms and conditions relating to benefits offered, and the administration of the benefit plans shall be the sole responsibility of the Company, and such matters will not be subject to bargaining, grievance or other legal challenges.

Some of the benefits currently offered include:

Dental Plan
Vision Plan
Life Insurance Plan
Supplemental Life Insurance Plan
Short Term Disability Plan
Long Term Disability Plan
Health Care
Employee Stock Option Plan
401(k) Plan

Bargaining unit employees will contribute to the cost of those benefits in the same fashion as non-union installers and warehouse personnel throughout the life of this Agreement.

ARTICLE 18
NON-DISCRIMINATION

The Company and the Union agree that they will abide by all state, local and federal laws relating to discrimination. Nothing in this Agreement shall be applied or interpreted to restrict the Company from taking such action as it deems necessary to fully comply with any federal, state or local laws, statutes, ordinances, rules, regulations and executive orders.

ARTICLE 19
NO STRIKE NO LOCKOUT

Section 1. During the term of this Agreement, neither the Union nor bargaining unit employees, shall cause, call, sanction, or participate in strikes of any kind, including sympathy strikes and strikes in protest of alleged unfair labor practices, boycotts, work stoppages, slowdowns, or other concerted actions which interfere with the Company's production or business.

Section 2. In the event any violation of Section 1 above, occurs, and such violation is unauthorized by the Union, the Company agrees that there shall be no financial liability on the part of the Union or any of its officers or agents, if the following conditions are satisfied:

- a. Within 24 hours of written notice by the Company to the Union of such unauthorized action, the Union promptly advises the members of the bargaining unit that such action is unauthorized and that the involved members should return to work and cease such action immediately.
- b. The Union shall provide the Company with documentation of such notice.

Section 3. The Company and the Union shall work together to bring such unauthorized action to an end.

Section 4. The Company retains the right to discipline employees engaged in, participating in, or encouraging any action as described in Section 1 of this Article, up to and including discharge.

Section 5. The Company agrees that there will be no lockouts during the duration of this Agreement.

Section 6. The parties agree the Company shall have no obligation to process claims for injunctive relief or money damages for alleged violations of this Article by either the Union or bargaining unit employees through the grievance article of this contract.

ARTICLE 20 MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company. These rights include, but are not limited to the rights: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employees; to hire employees, determine, their qualifications and assign and direct their work; to implement a random and non-random drug testing program; to promote, demote, transfer, lay off, and recall employees to work except as otherwise limited by this Agreement; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to utilize subcontractors to perform bargaining unit work; to set the geographic reach of the work performed out of each office; to implement and/or amend an employee handbook, shop rules, and work place policies after notifying the Union's representative of the changes; to determine the personnel methods, means and facilities by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to implement safety and security measures for the protection of its business, property and employees; to close down the Company's operations or any part thereof; to control and regulate the use of machinery, facilities, equipment; and to introduce new or improved research, production, service distribution, and maintenance methods. The Company's failure to exercise any right or prerogative granted above shall not be considered a waiver of the Company's right to exercise such right or prerogative in the future.

ARTICLE 21 SAFETY

Section 1. Safety and health are mutual concerns of the Company and the Union. It benefits all parties to have employees work in safe and healthful environments and for employees to perform their work safely and in the interests of their own health. It is also necessary to promote a better understanding and acceptance of the principles of safety and health on the part of all employees,

in order to provide for their own safety and health and that of their fellow employees, customers, and the general public.

Section 2. The Company will hold periodic safety meetings with employees. Employees are encouraged to bring safety concerns and safety ideas to the Company for consideration.

ARTICLE 22
COMPANY-UNION RELATIONSHIP

Section 1.

a. The Company and the Union recognize that it is in the best interest 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.

b. The Company will notify the Union when new employees enter the bargaining unit. During orientation, the Company will indicate to employees that the bargaining unit is represented by the Union and give them the name of the Union Steward.

Section 2. The Union will keep the Company fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.

ARTICLE 23
UNION ACTIVITIES

The Union Stewards have the right to meet with employees during non-work time in non-work areas. Non-employee Union personnel should meet with employees outside of work on their own respective time. Union Stewards who are working may attend investigatory meetings when an employee asserts his Weingarten rights. Stewards will not have to clock out to attend an investigatory meeting as a Weingarten representative. Investigatory meetings shall be scheduled during normal work hours and scheduled so as to minimize lost work time.

ARTICLE 24
USE OF COMPANY TELEPHONES AND EMAIL

The parties agree that bargaining unit employees may use Company telephones, including cell phones, and email to contact or be contacted by Union representatives for the purpose of arranging representation for investigatory or grievance meetings. The Company shall have the

right to monitor employee cell phone and email usage to ensure compliance with the provisions hereof.

ARTICLE 25
DUES DEDUCTION

Section 1. During the term of this Agreement, the Company will deduct monthly Union membership dues from the pay of any employee who voluntarily authorizes the Company to make such deductions. Employees wishing to authorize the deduction of dues shall complete and sign an authorization card that shall be presented to the Company and deduction of dues will commence on the following pay date.

Section 2. The Company will transmit to the Secretary Treasurer of the Union on or before the 15th day of the month electronically all dues withheld in the prior calendar month together with a list of those employees for whom such deductions were made and the amounts deducted for each such employee.

Section 3. The Company shall not be obligated to deduct Union dues from the paycheck of any employee whose pay is insufficient to cover the amount of the dues.

Section 4. The authorization for deduction of dues shall remain effective until terminated by the employee in accordance with federal labor law and the terms of the authorization agreement.

Section 5. The Union will indemnify, defend and hold harmless the Company against any and all liability and expense of every kind and nature that shall arise out of any action taken by the Company in making deductions of Union dues that result, directly or indirectly, from an act or omission by the Union. This indemnification shall include but not be limited to such matters as all costs of lawsuits, proceedings, claims, demands, damages and expenses, attorney's fees and court expenses.

Section 6. The Company shall provide the Union each month a list of employees in job classifications covered by this Agreement as follows:

- a. Employees hired, rehired, or transferred into a bargaining unit position from a non-unit position;
- b. Employees entering or returning from active military service;
- c. Employees revoking authorization to deduct Union dues; and
- d. Employees separating from the Company.

Section 7. No provision of this Agreement shall be construed as requiring any employee to authorize the deduction of Union dues.

ARTICLE 26
DURATION OF AGREEMENT

This Agreement shall become effective as of February 21, 2022, and shall continue until 11:59 PM on February 20, 2024 at which time it will terminate unless by mutual agreement in writing prior to said termination date.

Communication Workers of America

DISH Network L.L.C.

BY: _____
[Insert Name and Title]

BY _____
[INSERT NAME AND TITLE]

DATED: _____

DATED: _____

