

ARTICLE 1. PREAMBLE

- (A) This contract is made and entered into between the Communications Workers of America, and Infrastructure Cabling Services, Inc.
- (B) The term “Company” as hereinafter used shall mean Infrastructure Cabling Services, Inc. The term “Union” as hereinafter used, shall mean the Communications Workers of America, AFL-CIO. The term “Employee” as hereinafter used shall mean the person or persons performing work under the terms of this Agreement.

The term “Lessee” as hereinafter used shall mean any corporation contracting for the services of the Company’s employees.

ARTICLE 2. RECOGNITION

- (A) The Company recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours of employment, and other terms and conditions of employment for all technical and clerical employees in California, Nevada, and Hawaii, excluding those employees excluded by law.
- (B) CWA represented employees will perform all bargaining unit work, except that non-represented employees may perform incidental bargaining unit work on an occasional basis.

ARTICLE 3. SECURITY

- (A) Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this Contract. For purpose of this Section, “employee” shall mean any person entering into the bargaining unit.
- (B) Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.
- (C) 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 day following the employee’s return to the bargaining unit. The term “formal separation” includes transfers out of the bargaining unit, removal from the payroll of the Employer and leaves of absence of more than one month duration.

- (D) The Company shall forward to the Union copies of the union dues payroll deduction authorization and membership application for all new employees

ARTICLE 4. CWA EMPLOYMENT CENTER

It is understood and agreed between the Company and the Union that in order to enhance efficiency, to provide an orderly procedure for referral of applicants for employment, and to preserve and protect the legitimate interests of employees in their employment, that if the Company requires the services of an applicant within the bargaining unit covered by this Agreement, the Company may, but is not required to, request the Communications Workers of America, Employment Center Dispatch Office or the Communications Worker of America Training Center provide such applicants pursuant to its hiring and dispatching procedures. The CWA Employment Center Dispatch Office and the CWA Training Center reserve the right not to refer applicants.

ARTICLE 5. PROPERTY RIGHTS

Except as required by the contract between the Union and the Company, the Company agrees not to use for its own purpose directly or indirectly or to disclose to others proprietary information obtained in conjunction with the Company's relationship with the CWA Employment Center including but not limited to Company database information consisting of name, address, rates of pay, job title and skills.

ARTICLE 6. RESPONSIBLE UNION-COMPANY RELATIONSHIP

The Company and the Union recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves the Company and the Union and their respective representatives at all levels will apply the terms of this Contract fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

ARTICLE 7. COMMITMENT TO QUALITY

The Company is committed to making customer satisfaction our first priority. To do this, we will strive to understand fully our customers' needs and expectations so we can meet or exceed them. To ensure our customers' total satisfaction, each employee will be provided the opportunity and has the individual commitment to participate in the improvement of our services. Such opportunities for involvement in this process will occur from daily applications of quality principles on the job starting with basic quality skills, tools and teamwork. We are all responsible to each other for assuring that we provide quality service to our customers and that we enhance our competitive position. All practices and procedures will support this policy. Our commitment to total quality and the improvement of customer satisfaction is not an end objective, but is a never-ending journey to ensure success. Customer loyalty is our greatest source of employment security.

ARTICLE 8. NON-DISCRIMINATION

In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, citizenship status, sex, sexual preference, age, national origin, marital status or because such employee is a qualified individual with a disability, a disabled veteran or veteran of the Vietnam era.

ARTICLE 9. HEALTH AND SAFETY

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

ARTICLE 10. AUTHORITY

- (A) The parties recognize that in the nature of the Company's business of supplying personnel to other business entities, its employees will be called upon to carry out work assignments on behalf of entities other than the Company and to accept assignments and directions from personnel not employed by the Company.
- (B) Grievances related to matters arising under this article shall be processed in accordance with the terms of Article 12.

ARTICLE 11. AUTHORIZED UNION REPRESENTATIVE

The Union will notify the Company in writing of the authorized Union representatives. The authorized Union representative shall accompany the Company representative to a job site when the Union so requests. Where access to a job site is impractical, the company will provide access to employees at a mutually agreed time and location when the Union so requests.

ARTICLE 12. DISPUTE – GRIEVANCE AND ARBITRATION

There shall be no strike or work stoppage except as may be provided herein, or lockout of employees during the term of this Agreement. It shall not be a violation of this agreement for employees to honor a picket line sanctioned by the appropriate AFL-CIO Labor Council. Should either the Union or the Company believe that there has been violation of any of the provisions of this Agreement, the parties shall meet at a mutually agreeable time and place in an effort to resolve the dispute.

There shall be a one step grievance procedure between the Local President or designee and Infrastructure Cabling Services, Inc. A formal grievance will be issued to the company (Infrastructure Cabling Services, Inc.) within sixty (60) days following the occurrence of the action that gave cause to the grievance. Every effort shall be made by both parties to consider and settle grievances as soon as possible.

Local's statement of grievance will include:

- A. View of the facts and circumstances
- B. Demand for settlement

Company's statement of grievance:

- A. View of the facts and circumstances
- B. Management's position on the Union's demand

A copy of the above statements shall be exchanged.

If the dispute is not voluntarily resolved, arbitration may be requested. The arbitrator shall be selected from a list provided by the American Arbitration Association or the Federal Mediation and Conciliation Service (F.M.C.S.). The arbitrator's decision shall be final and binding upon the parties. The Union and Company will bear equal costs for said arbitration. The arbitrator shall have no authority to alter, amend or modify any provisions of this Agreement.

ARTICLE 13. DISCIPLINE AND DISCHARGE

The Company shall have the right to discipline and discharge employees only for just cause. Any change in the existing work rules will be negotiated with the Union. Such disciplinary action may be the subject of a grievance under Article 12 of this Agreement.

ARTICLE 14. MANAGEMENT'S RIGHTS

The Union recognizes that the Company is responsible to direct the work required. The Company shall, therefore, have no restriction except those specifically provided for in the Agreement, in planning, directing and controlling the operation of all work, in deciding the numbers of Employees to properly perform this work, in hiring and laying off employees, in transferring employees from job-to-job, in requiring all employees to observe the Company's and/or Lessee's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging or otherwise disciplining employees for proper cause.

ARTICLE 15. INTRODUCTORY PERIOD

- (A) All employees shall serve a ninety (90) day introductory period. The discipline or discharge of an introductory employee shall not be subject to the arbitration provisions of this Agreement provided, however, such action is not inconsistent with or in violation of Local, County, State or Federal Law or regulations established to govern or protect worker's rights and/or employer's activities.
- (B) The introductory period is intended to give new and rehired employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets expectations.
- (C) The Company shall use this period to evaluate employee capabilities, work habits, and overall performance.

ARTICLE 16. EMPLOYMENT NOT GUARANTEED

No provision of this contract shall constitute a guarantee of employment or continuity of employment except as qualified by this agreement.

ARTICLE 17. LAWFUL PICKET LINE

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

ARTICLE 18. WAGES

- (A) Wages paid to employees shall be based on the classification of the work to be performed in accordance with Appendix 1 schedules, as applicable.
- (B) New employees will be placed on the appropriate wage schedule step based on their experience and qualifications as determined by the Company. The determination may be changed during the first ninety (90) days of employment. Any such change will be communicated to the Union and is subject to the grievance procedure.
- (C) Step progression intervals will be six (6) months.
- (D) Wages for work performed while assigned to prevailing wage projects shall be no less than that required by the appropriate agency.
- (E) Leadpersons will be selected and specifically assigned as needed by the Employer. It is intended that Leadpersons shall be working Leadpersons and shall perform regular work assignments as well as having the responsibility for, and limited to, providing guidance, direction and instruction to his assigned group for which s/he shall be paid two dollars (\$2.00) per hour above the contract base rate.
- (F) The Union and Employer agree that there may be technicians governed by this contract whose skills and abilities fall outside of those of a journeyman technician, and who deserves compensatory recognition.

Any technician who is paid a straight time hourly rate of pay higher than provided by his (her) job classification shall be known as a "red circle" rated employee. The reason for the "red circle" rate shall be identified and documented with the individual employee. If the reason for the "red circle" rate changes, the employee may lose the "red circle" rate. The employee will have recourse to the Grievance Procedure.

ARTICLE 19. TRAVEL AND LIVING EXPENSES

- (A) The parties recognize that certain assignments may warrant the payment of travel and living expenses to employees. The Company shall advise the Union of such arrangements and the basis of the expense treatment authorized by the lessee. The Company shall provide reasonable quality double occupancy housing, ground transportation, and up to \$35/day meals and miscellaneous reimbursement. Upon an employee's request, the Company will advance or prepay estimated lodging cost.
- (B) When employees report directly to work sites, travel in excess of forty-five (45) road miles from the employees home or the Office (whichever is closer) each way will be paid at the appropriate rate.
- (C) When the employer requires the use of an employee's personal vehicle; mileage will be reimbursed at the current IRS authorized rate.

ARTICLE 20. HOURS OF WORK AND OVERTIME

Hours of work and overtime, if any, shall be at the Company's discretion based on the needs of their business, provided however, such hours of work and overtime must be in accordance with Sections A through G of this Article.

- (A) This Article is intended to provide a basis for calculating hours of work and overtime and shall not be construed as a guarantee of hours of work per week or per day.
- (B) An employee shall be paid one and one-half (1 ½) times his/her straight time hourly rate for all hours worked in excess of forty (40) hours in one workweek or whenever or whatever rate applicable State or Federal law provides for overtime pay. In the event of significant change in applicable regulations, the parties shall meet to discuss any necessary contract language changes necessary to maintain current overtime treatment.
- (C) The normal hours of work shall be eight (8) hours per day and forty (40) hours per week, consisting of five (5) eight (8) hour days. The normal workweek shall be on a calendar week basis, Sunday through Saturday, and the normal weekly assignments will consist of five (5) eight (8) hour shifts that may be on any calendar day of the week as assigned by the Company. The Company will make reasonable efforts to schedule workdays consecutively.
- (D) The Union recognizes that a certain amount of overtime is required in the Employer's operations due to production needs and customer demands. The Employer recognizes the right of individual employees to accept or refuse overtime work. It is agreed however, that the concerted refusal of a group of employees to work overtime would be a violation of Articles 6 & 12.
- (E) An employee who may be required to work on any of the holidays listed in this article shall be paid at the rate of one and one half (1 ½) time his/her hourly rate in addition to holiday pay. Holidays paid are:
 - New Years Day
 - Floating Holiday – to be determined by mutual agreement in January
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve
 - Christmas Day
 - Employee's Birthday
- (F) The Company may decide to establish a four (4) day schedule as a normal workweek. Accordingly, the number of hours that presently constitute a normal five (5) day workweek schedule will be scheduled in equal amounts over four (4) days. Any

alternative work schedule will be implemented in accordance with California or any applicable state or federal law.

(G) There shall be no pyramiding of overtime as a result of other clauses in this contract.

ARTICLE 21. PAID VACATION

Employees shall be granted paid vacation per the following schedule:

<u>Length of Service</u>	<u>Amount of Vacation</u>
1 years but less than 2 years	1 weeks
2 years but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 17 years	4 weeks
17 years or more	5 weeks

Vacations shall be scheduled by mutual agreement, but once approved cannot be changed unilaterally by the employer.

Employees with more than one (1) years service shall accrue 3.33 hours per month paid personal time off up to a maximum of 160 hours. Employees with more than three (3) years service shall accrue 6.66 hours per month paid personal time off up to a maximum of 160 hours. Hours earned in excess of 160 shall not accumulate but shall be paid at a rate equal to 50% of the employee's current rate of pay.

ARTICLE 22. PAYMENT OF TIME WORKED

(A) Payment of time worked shall be weekly for hours worked.

(B) Method of payment shall be by bank guaranteed payroll check.
Checks will be available by the following options:

- a. Paycheck can be mailed via regular mail to location of employee's choice.
- b. Paycheck can be hand delivered no later than 5:00 PM on payday.
- c. Paychecks may be deposited via direct deposit plan to bank or savings institution of employee's choice.

ARTICLE 23. PAID BENEFITS – ALLOCATION OF FUNDS

(A) The Company will contribute for each actual hour worked, the applicable sum available for designation by the employee to each fund. Thirteen cents per paid hour to the CWA Education and Training Fund. All payments are due monthly, no later than the tenth (10th) day of each month for all hours worked during the previous month.

(B) Minimum Company benefit contributions will be adjusted from time-to-time as required by associated fund or plan increases or as agreed upon between the Company and the Union.

- (C) The Company agrees to execute all necessary adopting Employer and/or Joinder Agreements required to provide Union benefit plans established for its member participation in conjunction with the Company's benefit contributions.

ARTICLE 24. HEALTH & WELFARE

- (A) The Company will pay 100% of the premium for Kaiser Plan 38654 or Blue Shield Access Plan B and Delta Dental Plan I for all employees and their family members who elect such coverage According to the following schedule:

Ninety (90) days to one (1) year of service – Employee only
One (1) year to two (2) years of service –Employee plus one (1) dependent
Over two (2) years of service – Employee plus all dependents

The Company will provide for payroll deduction of additional premium amounts for coverage of dependents over and above the schedule.

ARTICLE 25. SENIORITY

- (A) Seniority shall be defined as cumulative service with the employer except that seniority shall not be broken by lay-off or approved absence of less than thirty (30) calendar days. Lay-off due to lack of work shall be by seniority with the least senior laid off first and most senior last. A less senior employee may be retained by the company if his/her skills are necessary to perform the remaining work and more senior employees do not have the necessary skill and/or ability.
- (B) Recall from layoff shall be by inverse seniority with the most senior recalled first.

ARTICLE 26. CALL-IN AND STANDBY

Employees who are called in to work at times outside of their regular shift or work schedule shall be guaranteed at least four (4) hours pay at the appropriate rate. For purposes of this Article only, hours of work shall include travel time to and from the job location.

Employees who are assigned to work out of town shall be paid no less than eight (8) hours pay for each normal workday to stand by if work is not available.

ARTICLE 27. CONTRACTING WORK

- (A) There shall be no contracting or subcontracting of bargaining unit work unless mutually agreed to by the Company and the Union.
- (B) The subletting, assigning, or transfer by the Company of any work defined as bargaining unit work (described in Article 2, Section A of the Collective Bargaining Agreement) to any person, firm, corporation, or subsidiary corporation of the Company not recognizing the Union as the collective bargaining representative of the Company's employees, will be a breach of this Agreement.

ARTICLE 28. NON-COMPETITION

Employees employed under the terms of this Agreement shall not bid or contract for any work covered under the terms of this Agreement.

ARTICLE 29. EMPLOYEE PAYROLL DEDUCTIONS

(A) The Employer agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues, hereinafter referred to as "dues", assessments, authorized arrearages, and initiation fees from the pay of an employee, upon receipt of a dues deduction authorization card, signed by such employee, each payroll period, and to pay over to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues deductions will begin as soon as possible after receipt of the signed authorization card in accordance with the Employer's normal payroll procedures.

(B) If, for any reason, the Employer fails or is unable to make the authorized deduction from pay in any payroll period, the Employer will deduct the accumulated authorized deduction in an ensuing payroll period or periods the employee's pay is sufficient. In case the accumulated amount exceeds the amount of authorized deductions, the deductions shall be made in an ensuing payroll period or periods at up to four (4) times the authorized amount until the accumulated amount is deducted.

(C) When an employee is granted a leave of absence, without pay, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed when an individual on leave is returned to the payroll.

(D) When an employee who has authorized the Employer to deduct Union dues is temporarily promoted or transferred to a non-bargained-for position for a period of one (1) full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four (4) full weeks. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of Union dues shall be automatically suspended. Should the temporary promotion or transfer be terminated by return to a bargained-for position dues deductions shall be automatically reinstated without requiring a new authorization from the employee.

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

(E) The rate or amount of the dues deduction for all members, for any job title and wage classification may be changed by the Union notifying the Employer in writing of the dues change. Following notice from the Union, such change in dues rate or amount will be deducted from future wage payments in accordance with the Employer's regular payroll practice.

- (F) The employer and the Union shall meet for the purpose of determining what information can reasonably, easily and without causing additional expense or other than minimal expenditures, be provided by Employer to the Union for purposes of implementing this section 4 and how such information shall be transmitted.

The information listed above will be taken from Employer records and will be sent to the Union with the dues collected no later than ten (10) days after the end of the preceding month during which deductions were made; however, the Union recognizes that errors and delays may and will occur and, in using the information furnished, assumes all risks associated therewith.

- (G) The employer will provide for voluntary payroll deduction with the proper authorization to the CWA Savings & Retirement Trust, and to CWA COPE PCC.
- (H) The Union agrees to fully defend, indemnify and hold harmless employer for any claims, liabilities or costs it may incur as a result of it's having performed the employers obligations under this article.

ARTICLE 30. RESPONSIBILITY OF MANAGEMENT

The Company agrees that it is responsible to maintain an adequate cash reserve in order to meet its payroll obligation to its employees. The Company further agrees that in the event of bankruptcy, default, or any other financial distress, that its employees will be paid prior to any other who may demand payment. The Company also agrees to maintain bonding and insurance for the protection of its employees.

ARTICLE 31. SUCCESSORSHIP

This Agreement shall be binding upon the Union and the Company, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this Agreement.

ARTICLE 32. TERM OF CONTRACT

- (A) This Agreement shall continue in full force and effect from March 3, 2002 through 11:59 p.m. March 1, 2003.
- (B) This Agreement may be amended or modified at any time by agreement between the Company and the Union.

ARTICLE 33. SAVINGS CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void leaving the remainder of the Agreement in full force and after the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

SIGNED FOR:

**COMMUNICATIONS WORKERS
OF AMERICA**

**INFRASTRUCTURE CABLING
SERVICES, INC**

William B. Harvey, Secretary/Treasurer
Date:_____

Bill J. Lizotte, President
Date:_____

APPROVED BY:

Val Afanasiev, CWA Staff Representative
Date:_____

opeiu-29-afl-cio/arc©
e:\wbharvey\bargain\ics\collective bargaining agreement.doc

APPENDIX 1

Technician

Effective March 1, 2002

Step 1	\$ 9.86
Step 2	\$ 10.88
Step 3	\$ 12.00
Step 4	\$ 13.25
Step 5	\$ 14.61
Step 6	\$ 16.13
Step 7	\$ 17.79
Step 8	\$ 19.63
Step 9	\$ 21.65
Step 10	\$ 23.89
Step 11	\$ 26.35

Effective June 2, 2002

Step 1	\$ 9.86
Step 2	\$ 10.91
Step 3	\$ 12.08
Step 4	\$ 13.36
Step 5	\$ 14.79
Step 6	\$ 16.36
Step 7	\$ 18.10
Step 8	\$ 20.03
Step 9	\$ 22.16
Step 10	\$ 24.53
Step 11	\$ 27.14

ARTICLE 1. PREAMBLE	1
ARTICLE 2. RECOGNITION	1
ARTICLE 3. SECURITY	1
ARTICLE 4. CWA EMPLOYMENT CENTER	2
ARTICLE 5. PROPERTY RIGHTS	2
ARTICLE 6. RESPONSIBLE UNION-COMPANY RELATIONSHIP	2
ARTICLE 7. COMMITMENT TO QUALITY	2
ARTICLE 8. NON-DISCRIMINATION	3
ARTICLE 9. HEALTH AND SAFETY	3
ARTICLE 10. AUTHORITY	3
ARTICLE 11. AUTHORIZED UNION REPRESENTATIVE	3
ARTICLE 12. DISPUTE – GRIEVANCE AND ARBITRATION	3
ARTICLE 13. DISCIPLINE AND DISCHARGE	4
ARTICLE 14. MANAGEMENT’S RIGHTS	4
ARTICLE 15. INTRODUCTORY PERIOD	4
ARTICLE 16. EMPLOYMENT NOT GUARANTEED	4
ARTICLE 17. LAWFUL PICKET LINE	4
ARTICLE 18. WAGES	5
ARTICLE 19. TRAVEL AND LIVING EXPENSES	5
ARTICLE 20. HOURS OF WORK AND OVERTIME	6
ARTICLE 21. PAID VACATION	7
ARTICLE 22. PAYMENT OF TIME WORKED	7
ARTICLE 23. PAID BENEFITS – ALLOCATION OF FUNDS	7
ARTICLE 24. HEALTH & WELFARE	8
ARTICLE 25. SENIORITY	8
ARTICLE 26. CALL-IN AND STANDBY	8
ARTICLE 27. CONTRACTING WORK	8
ARTICLE 28. NON-COMPETITION	9
ARTICLE 29. EMPLOYEE PAYROLL DEDUCTIONS	9
ARTICLE 30. RESPONSIBIITY OF MANAGEMENT	10
ARTICLE 31. SUCCESSORSHIP	10
ARTICLE 32. TERM OF CONTRACT	10
ARTICLE 33. SAVINGS CLAUSE	10
APPENDIX 1	12