

CABLE INSTALLATION CONTRACTORS COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2015
between
SUCH CONTRACTORS involved in the process of **CABLE INSTALLATION**
and
WISCONSIN LABORERS' DISTRICT COUNCIL, affiliated with the
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

Agreement made by and between such contractors who shall be referred to as the "Employer" and the Wisconsin Laborers' District Council, hereinafter referred to as the "UNION", represent the individual Union.

WITNESSETH

WHERE, it is understood that this Agreement, negotiated for the sole purpose of establishing a workable wage rate for such contractors and employers that work in the construction field of installing various types of cable, by agreeing upon wage rates, fringe benefits and other conditions of employment.

NOW, THEREFORE, the undersigned, EMPLOYER and the UNION, inconsideration of the mutual promises and covenants herein contained, agree as follows:

ARTICLE I

COVERAGE

- A. This Agreement shall cover all telephone work, cable TV work, as well as directly buried electric cable. This Agreement excludes concrete encased work.
- B. If and when Employer shall perform work covered by this Agreement under its own name, or under a subsidiary, or under the name of another, as a corporation, company, partnership, enterprise, or any combination, including a joint venture, this Agreement shall be applicable to all such work performed under the name of Employer, or under the name of any other corporation, company, partnership, enterprise, combination or joint venture.
- C. This Agreement covers the entire State of Wisconsin.

ARTICLE II

SUBCONTRACTOR CLAUSE

- A. By mutual agreement between the parties, all of the work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement, whether done by employer or any other subcontractor of said employer.
- B. In no event shall Employer be required to pay higher rate of wages or be subject to more unfavorable working rules than those established by the Union for any other member engaged in similar work.
- C. In the event that any state or federal statute or regulation shall supersede, invalidate or be in conflict with any clause in this Agreement, such statute or regulation shall prevail over any such clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect.

ARTICLE III

UNION RECOGNITION AND UNION SECURITY **RECOGNITION OF EMPLOYER RIGHTS**

- A. The Union has claimed and demonstrated and the employer is satisfied and acknowledges that the Union represents a majority of the employer's employees in the bargaining unit covered by this labor agreement. The employer hereby recognizes the Union as the exclusive bargaining agent under 9(a) of the National Labor Relations Act for all employees performing work within such collective bargaining unit of all present and future job sites within the geographic jurisdiction covered by this labor agreement.

UNION SECURITY

- B. All employees covered by this Agreement, as a condition of continued employment, shall, commencing on the eighth (8th) day following the beginning of their employment, or the effective date of this Agreement, whichever is the latter, acquire and, for the duration of their employment, maintain membership in the Union. This provision shall not apply where and if such a requirement for continued employment is prohibited by state law, provided, however, that where an Agency Shop is lawful in any such state, conformity therewith shall be a condition of employment on the eighth (8th) day following the beginning of such employment, or the effective date of the Agreement, whichever is the later period.

MANAGEMENT RIGHTS

- C. The Union recognizes that the employer shall have sole jurisdiction of management and operation of its business, the direction of its working force, and the right to maintain efficiency on its jobs by the use of any machinery, tools or labor saving devices, and the right of the employer to determine the number of

employees required for each job and to hire and discharge employees subject to the provisions of this Agreement. It is agreed that the rights enumerated above shall not be deemed to exclude other pre-existing rights of employer not enumerated which do not conflict with the other provisions of this Agreement.

JOB NOTIFICATION

- D. The employer agrees to notify the Union of jobs obtained by employer, including unloading of cable, describing the location, size and extent of cable systems and the proposed starting date. It is a violation of this Agreement to start a job without prior notification or a pre-job conference subject to the provisions set forth in paragraph "F" below.

PRE-JOB CONFERENCE

- E. Employer and representatives of the Laborers' International Union and Local Union or local Unions having jurisdiction involved, shall hold a pre-job conference so that the start and continuation of work may progress without interruption, and the Union's representatives at such conference shall be authorized by Union to represent Union for the entire area covered by the job. It shall be the purpose of the pre-job conference for the employer and the Union to agree on such matters as: the length of work week, the number of key employees to be brought in, the number of men employed, the method of referral, the check-off of Union dues, initiation fees or agency shop fees, the applicable wage rates in accordance with the contract and any other matters, provided that, it is agreed that the interpretation of this Agreement shall be a matter for the principal parties hereto.
- F. However, it is recognized that many cable construction jobs are awarded on relatively short notice and are of relatively short duration. Therefore, to make notification and to hold a conference prior to commencing each job, and segment or segments of work, would be unduly burdensome, and would serve no practical purpose for either the employer or the local Union. Normally, therefore, only one notification and one pre-job conference will be required except where additional work is expected from the same owning company or municipality during the course of the working season, in which case the employer will notify the laborers' office by telegram or telephone, in whose territory the additional work is to be performed, giving the location, starting date, size and extent of cable systems. Such pre-job conference between the employer and the local Union shall be considered as having satisfactorily established the basic conditions under which any subsequent work shall be performed by such employer in the local Unions jurisdiction during the balance of the working season.

CHECK-OFF

- G. Upon request of the local Union or District Council having jurisdiction of the job, and upon presentation of the proper authorization form normally used by the local Union, executed by the individual employee, the employer agrees to deduct from the wages of such employee Union initiation fees, dues or agency shop fees and remit to the local Union or District Council the amount so deducted.

KEY MEN

- H. The Employer may employ directly a number of key men and the term “key men” shall be construed to mean; a limited number of men who have the experience and qualifications necessary to do the work, and who are necessary to the employer’s efficiency in carrying out the work covered by this Agreement. The employer shall furnish the Union with the names and social security numbers of all “key men” when employed on the job.

REPRESENTATION

- I. The Union may select one of its members who shall be recognized as job steward. If the steward selected by the business agent is objected to by the employer for any valid reason, the business agent shall select another steward to whom the employer has no reasonable objection. The steward shall perform his duties the same as any other worker and shall not be discharged for Union activities. The steward shall be allowed a reasonable amount of time during the working hours to perform the work of the Union, but shall not abuse this privilege. A steward may not be discharged without forty-eight (48) hours previous notice to the Union.
- J. The Business Representative of the Union shall have access to any job at any time.
- K. The Union agrees to send a copy of this Agreement to each and every one of its locals having jurisdiction over any area in which employer becomes obligated to perform distribution work, and agrees that the terms of this Agreement shall be recognized by such local and enforced by the Union, so that industrial peace will not be disturbed, and so that the employees may perform employers’ work efficiently and continuously. The employer agrees as well, to furnish its supervisory personnel copies of this Agreement so that they may be familiar with the terms. The administration of this Agreement by the Union is vested in the local Unions as may be designated by the Union to handle work covered under this Agreement.

ARTICLE IV

SAFETY AND WORKING RULES

- A. The time of the men shall start at the job site and shall end at quitting time on the job site; however the lunch period shall be excluded.
- B. Employer shall have the right to make and revise from time to time safety and working rules which are not consistent with the above, or any other of the terms of this Agreement, or with existing laws. Union agrees to cooperate in the enforcement of safety and working rules.
- C. The furnishing of tools or equipment shall not be a condition of employment. Where special safety equipment is required by the circumstances under which

the employee is working, it shall be the responsibility of the employer to furnish such equipment at no cost to the employee.

- D. There shall be no inequitable minimum or maximum amount of work which an employee may be required to perform during the working day and there shall be no restrictions imposed against the use of any type of machinery, tools or labor-saving devices. At the discretion of the employer, employees may be changed from one classification to another within the jurisdiction of the Union.
- E. Employer may establish for a project or job a crew or crews known as the "Composite Crew", which shall consist of the required crafts in such proportions as are respective to the type of work to be performed. In performing its work, the "Composite Crew" shall be allowed relaxation from strict craft jurisdiction, provided the employees from each craft are assigned to their crafts' jurisdiction as far as practicable and possible, but not inconsistent with the provisions of this Agreement. The provisions of Paragraph "F" will prevail only if agreeable with all crafts involved.

ARTICLE V

HIRING PROCEDURE

- A. It is recognized that because of the specialized nature of cable installation, it is necessary that the employer have available experienced and qualified employees, and that both parties shall cooperate to the end that all the employees hired hereunder shall be capable of performing such cable installation construction work in an experienced and safe manner.
- B. After employment of "key men" in accordance with Article III, Section H, the employer agrees to utilize valid non-discriminatory hiring practices in the local area, not inconsistent with the terms of this Agreement. The employer further agrees to hire employees covered by this agreement through the local Union having territorial jurisdiction, subject to the provisions contained herein. The Union agrees to notify the employer from time to time to the existence of and procedure to be followed in utilizing such hiring procedures.
- C. The selection of applicants for referral shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policy or requirement.
- D. Employer and Union agree that neither of them shall take any action or refuse to take any action which shall discriminate against any individual with respect to compensation, terms, conditions, privileges of employment because of such individuals' race, color, religion, sex or national origin.
- E. The need for, determination and designation of foremen is the sole responsibility of the employer.

- F. The Union agrees to furnish at all times, upon the employers' request a sufficient number of laborers to meet the employers' manpower needs.
- G. The employer shall be the sole judge as to the competency of any applicant and shall have the right to discharge employee. The employer shall have the right to reject any applicant for employment. If requested, the employer will confirm any verbal rejections of applicants for employment by letter or telegram to the local Union involved.
- H. The Union must refer the employees requested by the employer at the start of a job within forty-eight (48) hours of the receipt of the employers' request. The Union must refer employees requested by the employer after a job has started within twenty-four (24) hours. Whether referred locally or otherwise, if the Union does not comply with these conditions or if the Union is unable to refer or supply qualified employees, the employer may secure qualified employees from any other source, in which event, the employer shall immediately furnish to the Union a list of the names, addresses and social security numbers of the employees so employed.
- I. Once the original crew has been employed, in conformity with this Agreement, the employer shall have the right to keep such crew on all work throughout the territory covered by the particular job for which the pre-job conference was held, regardless of local Union jurisdiction.

ARTICLE VI

CLASSIFICATION

- A. The work coming under the jurisdiction of the Union and covered by the terms of this Agreement includes, but is not limited to, the laborers' work for the clearance of right-of-way preparatory to the installation of cable, the demolition and removal of fence, all boring work, the digging and trimming of trenches and ditches for cable; work in connection with the installation of same, handling of cable, and installation of terminal housings, splicing, pole climbing, termination of cables, and all phases of other cable work. All other general and miscellaneous laborers' work in connection with the entire operation, falling within the jurisdiction of the Union.

ARTICLE VII

HOURS OF WORK, OVERTIME AND HOLIDAY PAY

- A. Eight (8) hours of work shall constitute a day's work. The normal workday shall begin at 8:00 a.m. and end at 4:30 p.m.; provided however, that the starting time may be changed by agreement between the local Union and the employers.
- B. The work week shall begin on Monday and shall end on Friday. All hours worked by an employee in excess of eight (8) hours per day and in excess of forty (40)

straight time hours per week, shall be at the rate of time and one-half the straight time rate.

- C. All hours worked on Saturday shall be paid for at the rate of time and one-half the straight time rate.
- D. All hours worked on any regular workday prior to the starting time and after the quitting time established herein or agreed upon by the local Union and the employer shall be paid for at the rate of time and one-half the straight time rate.
- E. All hours worked on Sunday shall be paid for at the rate of time and one-half. Should any other trade employed by the employer at the jobsite receive double time, so shall laborers.
- F. Work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double the straight time rate.
- G. If one of the holidays named in paragraph "F" above falls on Sunday, it shall be observed on Monday, accordingly, if such an event occurs, work performed on Sunday shall be paid for at the regular rate (double time) for that day, work performed on Monday will be paid for at double the straight time rate. If no work is performed on Monday, no pay shall be required.
- H. It is agreed that when time is lost during an 8 hour day during the regular work week due to the influence of weather, that such lost time can be made up on the first Saturday following, not to exceed 8 hours at the regular rate of pay. This shall apply only when there are no other crafts on the job being paid at a premium rate. It is also agreed the contractor may work four (4) ten (10) hour days Monday through Thursday with the first Friday following as a make-up day due to the influence of weather. This shall apply only when there are no other crafts on the job being paid at a premium rate.
- I. The pay day shall be once each week. Employees are to be paid at the end of their regular shift, whether working in employer's yard or in the field. When the employees are laid-off or discharged, they must be paid wages due them at the time of the lay-off discharge

ARTICLE VIII

WAGE RATES AND CLASSIFICATIONS

- A. In order to have uniform wage rates and fringe benefit contributions, it is agreed that the rates and contributions set forth in this contract showing the rates applicable in certain zones by counties, shall be recognized as the rate and fringe benefit contributions to be paid on various projects coming under this Agreement.

1. **EFFECTIVE JUNE 1, 2015 IN THE COUNTIES OF: MILWAUKEE, WAUKESHA, KENOSHA, RACINE, OZAUKEE AND WASHINGTON the basic wage rate PLUS all locally negotiated fringe benefits are to be as follows:

BASE RATE-----	\$ 18.76
HEALTH & WELFARE-----	8.05
PENSION-----	9.00
APPRENTICESHIP & TRAINING FUND-----	.24
LABORERS-EMPLOYERS COOPERATION AND EDUCATION TRUST-----	.07
*VACATION AND/OR WORKING DUES-----	(1.13)

Effective June 6, 2016, wages shall be increased \$1.30 per hour across the board.

2. ***EFFECTIVE JUNE 1, 2015 IN THE BALANCE OF THE STATE, the basic rate PLUS all locally negotiated fringe benefits are to be as follows:

BASE RATE-----	\$ 19.61
HEALTH & WELFARE-----	8.05
PENSION-----	6.31
APPRENTICESHIP & TRAINING FUND-----	.24
LABORERS-EMPLOYERS COOPERATION AND EDUCATION TRUST-----	.07
*VACATION AND/OR WORKING DUES-----	(1.13)

Effective June 6, 2016, wages shall be increased \$1.30 per hour across the board.

DEEP CUT OVER 20' \$1.00 OVER SCALE

*To be deducted from base rate after taxes

**For all Counties except Kenosha, Milwaukee, Ozaukee, Racine, Washington & Waukesha, ALL fringe benefits are to be paid in one check payable to: Wisconsin Laborers' Fringe Benefit Funds and mailed to: Lockbox 978844, PO Box 8844, Carol Stream, IL 60197-8844

***For Milwaukee, Ozaukee, Kenosha, Racine, Washington & Waukesha Counties, fringes benefits are to be paid as follows:

Health, Vacation/Working Dues, Apprenticeship & Training & LECET: one check payable to: Wisconsin Laborers' Fringe Benefit Funds and mailed to: Lockbox 978844, PO Box 8844, Carol Stream, IL 60197-8844

Pension fund payable to: Building Trades United Pension Trust Fund and mailed to: Drawer 341, Milwaukee, WI 53278

B. The rates to be paid for intermediate classifications shall be as follows: The amount indicated here shall be the amount per hour to be paid over and above the basic wage rate referred to in paragraph "A" of this article.

Drillers-----	\$0.35
Jackhammer men-----	\$0.25
Splicer-----	\$0.15
Manhole Builder-----	\$0.60
Foreman-----	\$0.50
Power Saw Operators-----	\$0.15

C. It is agreed that new unskilled laborers shall be paid \$1.50 per hour less for the first year of employment. All locally negotiated fringe benefits shall be paid.

D A portion of the basic rate may be applied to Health & Welfare, Pension, Laborers-Employers Cooperation and Education Trust, Vacation and/or Working Dues or Apprenticeship & Training Fund.

PENALTIES

The Trustees of the Wisconsin State Laborers' Welfare, Pension, Laborers-Employers Cooperation Trust, Vacation and/or Training Funds, may for the purpose of collecting any payments required to be made to such trust funds, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to any grievances or arbitration procedure which may be provided for under this Agreement.

If the employees are removed from the job by the Union to enforce such delinquent payments including damages, the employees shall be paid by the delinquent employer for all lost time at the hourly rate of pay.

ARTICLE IX

REPORTING TIME PAY

A. After a person has been hired and ordered to report to work at the regular starting time and no work is provided for him on the day he has so reported, he shall receive pay equivalent to two (2) hours at the rate applicable for that day. This pay shall not be provided if he has subsequently been ordered not to report for work on that particular day. If the person has been working regularly and the employer has failed to notify him not to report for work before leaving his residence he shall be entitled to two (2) hours reporting time pay at the applicable rate for that day.

B. Employees shall furnish employer with current telephone or other contact at the start of each job, and advise employer of any subsequent change or changes in such contact during the course of the job.

- C. Any person who reports to work, and for whom any work is provided, regardless of the time that he works, shall receive the equivalent of not less than four (4) hours pay for said day.
- D. Any person who reports to work and who works more than four (4) hours in any one day shall receive the equivalent of not less than eight (8) hours pay for said day.
- E. It is expressly provided, however, that if the employee leaves the job site without permission of employer, or when a person refuses to work or continues to work or work stoppage conditions brought about by a third party or parties prevents or makes ill-advised in the opinion of the employer, the performance of any work or the continuance of work once started, no pay for time not actually worked shall be required under any of the above enumerated conditions.

ARTICLE X

WORK STOPPAGES

There shall be, during the term of this Agreement, and as to any work covered hereby, no slowdown, no stoppage of work, no strike and no lockout over jurisdictional disputes, or over the terms and conditions of this Agreement; it being the good faith intention of the parties hereto that, by the execution of this Agreement, industrial peace shall be brought about and maintained; that the parties shall cooperate to the end that work may be done efficiently and without interruption. In case of any violation of this Agreement, the employer and the Union shall be notified immediately. It shall not be a violation of this Agreement nor cause for discharge if an employee refuses to cross a picket line in the course of this employment.

ARTICLE XI

JURISDICTIONAL DISPUTES

The Cable Installation Contractors and the Unions with which such agreements have been negotiated have established a policy committee for the purpose of hearing and considering matters of concern to the cable installation industry, such as jurisdictional disputes and any other matters affecting the welfare of the industry.

Whenever a jurisdictional dispute arises between Union and any other Union over proper jurisdiction of work assigned by an individual contractor, no work stoppage shall occur, and the individual signatories hereto agree to abide by any decision reached by the policy committee.

ARTICLE XII

PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

- A. All grievances, disputes or complaints arising under this agreement, either by the employer, a local Union or an employee, must be filed with either the Employer,

Local Union or the District Council within ten (10) calendar days of the incident giving rise to the grievance, dispute or complaint within ten (10) calendar days. If the matter is not disposed of within the applicable time period, the same may be presented to the Wisconsin Employment Relations Commission (WERC) with a request that an arbitrator from the WERC staff be appointed. Any issue concerning the arbitrability of the grievance shall also be submitted to the arbitrator.

- B. It is understood that there shall be no stoppage of work during the period of arbitration and that the decision of the arbitrator shall be final and binding upon both parties, each party to bear ½ the expense of the arbitration, excluding any legal fees. Each party shall bear their own legal expense.
- C. In the event the arbitrator finds a violation of the agreement, he/she shall have authority to award back pay to the aggrieved person or persons in addition to what other or further remedy may be appropriate.
- D. Notwithstanding any other provision of this agreement, it shall not be a violation of this agreement for there to be a stoppage of work if either party refuses to submit a grievance through arbitration.
- E. The decision or award of an arbitrator shall be final and binding upon all parties. The arbitrator shall have no authority to change or modify any of the terms or conditions of this agreement or to set any wage scales or fringe benefits except contained in the current agreement. The Union may withhold services if a contractor fails to honor an arbitration award.
- F. The trustees or administrators of the fringe benefit funds provided for in this agreement may, for the purpose of collecting any payments required to be made to such funds, seek any appropriate legal equitable or administrative relief and shall not be required to revoke or resort to the grievance or arbitration procedure otherwise provided for herein.

ARTICLE XIII

EFFECTIVE DATE, TERMINATION AND RENEWAL

- A. This agreement shall become effective June 1, 2015 when signed by the parties hereto and shall remain in full force until its termination as provided herein below.
- B. The provisions of this Agreement shall continue in full force and effect until May 31, 2017 subjected to being reopened for wage adjustments described in subparagraph "1" below, and thereafter from year to year until terminated at the option of either party, after sixty (60) days notice in writing to the other.
 - 1. In those areas so stated within contract, the hourly wage rate and fringes have been negotiated for the full term of this Agreement.

- C. It is further understood that no liability shall arise on the part of the International Union herein by reason of any unauthorized act by any employee of said contractors or any local Union or official thereof, affiliated with the International Union, unless and until such an authorized act is brought to the attention of such International Union and a reasonable opportunity given to the Union to correct such act or ratify same.
- D. It is understood that the Cable Installation Contractors are acting merely as collective bargaining agents in the negotiation of this Agreement and that it is agent only for those who accept and sign this Agreement, and in no event shall it be bound as principal or be held liable in any manner for breach of this contract by any of the contractors signing the same.

ARTICLE XIV

SPECIAL CONDITIONS ON WORK IN LIMITED AREAS

It is recognized that in a certain number of limited areas of the state of Wisconsin, special conditions exist and prevail in the construction industry. These special conditions are set out in the zones as described herein.

- A. Before work shall commence in any area, a foreman shall notify the individual Union. (Telephone calls acceptable)
 - 1. Foreman shall carry applications and check-off forms.
 - 2. Shall sign up new men on application and mail applications and initiation fees to local Union where laborer is working
 - 3. All men presently employed shall receive high rate and any unsigned new laborer shall receive high rate.
 - 4. There shall at all times be a certain portion of old employees on each job.
 - 5. Upon lay-off, all unskilled men at lower rate shall be laid off first.

It shall be recognized that this agreement is for the duration of forty-eight (48) months and shall terminate on May 31, 2017.

Cable Installation Contractors Collective Bargaining Agreement
Effective 6/1/2015 to 5/31/2017
Signature page

UNION REPRESENTATIVE

John J. Schmitt, President/Business Mgr.
WI Laborers' District Council

EMPLOYER REPRESENTATIVE

Jeff Hillebrandt, President

InterCon Construction, Inc.
Company

5512 State Road 19

Waunakee, WI 53597
Address

FOR THE CONTRACTORS:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

By: _____
Name and Title of Representative

Date: _____

ADDENDUM
TO THE
CABLE INSTALLATION CONTRACTS
COLLECTIVE BARGAINING AGREEMENT

IT IS HEREBY AGREED by and between _____
(Herein called the "Employer") and the WISCONSIN LABORERS' DISTRICT COUNCIL,
and its affiliated Local Unions (hereinafter called the "Union") as follows:

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with the recognition, the parties will continually monitor the effectiveness of this Agreement relative to the market conditions within the geographic area of this contract. When market conditions indicate the necessity to recoup work opportunities for bargaining unit employees by making Employers signatory to this Agreement more competitive, the parties shall, by mutual agreement, initiate flexible modifications to this Agreement or take whatever steps necessary including providing additional flexible conditions on particular jobs sometimes known as "targeting"

DATE AT _____ THIS _____ DAY OF _____ 20_____

_____ WISCONSIN LABORERS' DISTRICT COUNCIL

Address

For the company

John J. Schmitt, President/Business Manager