

AGREEMENT

BETWEEN

THE COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO

AND

CTS CONSTRUCTION, INC.

2/28/16 thru 2/28/19

ARTICLE 1
PREAMBLE

SECTION 1. This contract made and entered into between the COMMUNICATIONS WORKERS OF AMERICA AND CTS CONSTRUCTION and modifies all previous agreements.

SECTION 2. The term "Company" as hereinafter used shall mean CTS Construction, 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.

ARTICLE 2
RECOGNITION

SECTION 1. The Company recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees of the Company.

ARTICLE 3
UNION SECURITY

SECTION 1. Any employee who was not a member of the Union on the effective date of this contract, shall, thirty (30) days after the effective date of this contract, as a condition of employment, become a member of the Union to the extent of tendering periodic dues uniformly required of all members.

SECTION 2. Any new employee having completed thirty (30) days of continuous service shall be required, as a condition of employment, to become a member of the Union to the extent of tendering periodic dues uniformly required of all members.

ARTICLE 4
UNION MEMBERSHIP DUES

SECTION 1. The Company shall make collections of Union dues, agency fees and initiation fees through payroll deductions upon receipt of a properly executed authorization signed by the employee for whom the deductions are to be made, and shall pay over to the Union every sixty (60) days the total amount thus deducted from all employees. Authorization by employees for such deductions shall be in a form mutually acceptable to the Union and the Company.

SECTION 2. The minimum amount of dues is 1.75% of hourly base rate of pay per month. The dues structure can only be changed by the Local and/or Convention action.

SECTION 3. When earnings are insufficient to cover the authorized deductions, Union dues shall be deducted in the next payroll period in which sufficient pay is available.

SECTION 4. The Company shall provide the Union quarterly a list of employees.

ARTICLE 5
PROBATIONARY PERIOD

New employees shall be considered to be probationary employees and not subject to the terms and conditions of this Agreement except as provided for herein until they have completed ninety (90) calendar days of service with the Company. An employee who successfully completes the probationary period will become a regular employee, and the employee's seniority date will be the original date of hire. The probationary period may be extended by mutual agreement between the Company and the Union in each individual case, and at the expiration of such regular or extended probationary period, new employees shall become regular employees.

ARTICLE 6
PRODUCTIVE WORK BY SUPERVISORS

No salaried employee shall be permitted to perform any regular production work, if by doing so, he replaces a member of the normal working force. He may, at any time however, perform any operation in order to instruct workers, provide relief, or run experimental machines for experimental purposes. In the event of an emergency, salaried employees shall be permitted to perform any regular production work if any hourly employee is not available in the judgment of Company to perform the work. In the event that a regular employee is scheduled to work and fails to report and no employee is, in the judgment of the Company, available to perform the work normally done by the absent employee, a salaried employee may be used to replace the absent employee and perform his work.

ARTICLE 7
MANAGEMENT RIGHTS

It is mutually understood and agreed that the Company has and retains all of the rights of management except those rights, which are specifically abridged, limited or modified by this Agreement. Such management rights include, but are not limited to, the right to select and hire, to promote to a better position, to demote, discipline or discharge for cause, to maintain discipline and efficiency of the employees, to determine work schedules, to set production standards, to introduce new and improved methods or facilities, to change existing production methods, to establish or discontinue specific jobs or departments to be operated, to determine job content, to determine prices of products, volume of production and methods of financing, to make and enforce reasonable rules for the maintenance of discipline and to exercise any other prerogatives of management not specifically excepted in this Agreement.

ARTICLE 8

NO STRIKE

SECTION 1. It is understood between the Parties that the services to be performed by the employees covered by this Agreement are essential to the operation of the Company and to the health, safety, and welfare of the public, and the Union agrees that it will not authorize or promote any strike, slowdown, picketing or other interference with the normal operations of the business during the life of this Agreement. It is understood that the Union will not condone employee participation in a sympathy strike in conjunction with personnel outside of the Bargaining Unit. The company agrees that it will not intentionally prevent the performance of its employees' services insofar as the services are required in the operation of the business.

SECTION 2. Should any employee or employees engage in any of the above prohibited activities, without the authority and sanction of the Union, the Parties shall cooperate to enable the Company to carry on its operations without interruption or other injurious effect. It is also understood that the Union will cooperate with the Company in the establishment and enforcement of a lawful reserved or neutral entrance where Company employees are performing or directed to perform work at a picketed or struck location.

ARTICLE 9 BULLETIN BOARDS

The Company has erected and shall maintain bulletin boards in the plants for the Union's exclusive use. The use of the bulletin boards will be confined to;

1. Notices of Union Meetings
2. Notices of Union elections, appointments, and results of Union elections.
3. Notices of Union recreational and social affairs.
4. Copies of minutes and grievances procedure meetings signed by both parties.

ARTICLE 10 BEREAVEMENT

Regular employees and temporary employees who have completed ninety (90) calendar days of service shall be granted time off to attend a family members funeral with pay at the employee's regular, basic wage rate on the following basis:

- a) Three (3) working days for an employee's immediate family "Immediate family" is interpreted to mean; husband, wife, children, step children, sister, brother, and parents.
- b) Proof of death of the relative and attendance at the funeral may be required in the form of a statement from the funeral director or officiating clergyman.
- c) The term "funeral" as used in this Section shall also include a memorial service where one is held in lieu of a funeral.

Probationary employees shall be granted such time off without pay.

ARTICLE 11
JURY DUTY

The Company will pay all regular employees serving on jury duty the difference between jury pay and eight (8) hours pay at their regular base for each working day served up to a maximum of twenty (20) working days. Employees engaged in jury duty shall, while temporarily excused from attendance in court, report for scheduled shifts during scheduled work time.

ARTICLE 12
VACATIONS

SECTION 1. Employees shall receive paid vacation time based on his/her years of service with the Company according to the schedule contained within this article.

SECTION 2. After completion of one (1) year of service an employee will be given one week (five (5) working days) vacation with pay.

SECTION 3. After completion of three (3) years of service an employee will be given two (2) weeks (ten (10) working days) vacation with pay.

SECTION 4. After completion of seven (7) years of service an employee will be given three (3) weeks (fifteen (15) working days) vacation with pay.

SECTION 5. Vacation pay per day shall be computed by multiplying the employee's non-prevailing wage hourly rate by eight (8) hours per day of vacation.

SECTION 6. When an employee is on vacation and one of the Holidays listed in Article 10 falls within that period, he shall be given an extra day of vacation pay. Vacation hours are not to be considered hours worked for the purpose of overtime calculations.

ARTICLE 13
HOLIDAYS

A. Employees having completed ninety (90) days of service for the Company shall be granted pay for the time not worked on the holidays listed below:

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

B. To be eligible for holiday pay, the employee is required to work or be excused from work the last scheduled day prior and the first scheduled day after the holiday.

C. If any of the above holidays shall fall on Saturday, the Company shall elect whether to pay for the holiday or to excuse the employee on the proceeding Friday or on the following Monday with pay.

D. When a holiday falls on a Sunday, the day assigned by the State or nation or by proclamation shall be observed as the holiday.

E. Paid time-off for the above mentioned Holidays will not treated as hours worked for overtime calculation purposes.

F. If an employee is required to work on any of the above mentioned Holidays, the employee will receive one and one-half (1.5) times his or her rate of pay in addition to their Holiday payment.

ARTICLE 14

SICK TIME

(Effective January 1, 2017)

SECTION 1. Employees will receive one (1) paid sick day, each calendar year to use in case of illness.

SECTION 2. Employees must notify their supervisor as soon as possible for the need to use a sick day, but in no case less than one (1) hour before his/her scheduled starting time.

SECTION 3. For the purposes of this calculation, employees will be compensated eight (8) hours at his or her regular non-prevailing wage for each sick day.

SECTION 4. Sick days shall not count as hours worked for the purpose of calculating overtime.

ARTICLE 15

INSURANCE

SECTION 1. The Company agrees to maintain a hospitalization insurance plan and to pay the full premium, but not more than five hundred forty-five dollars (\$545.00) per month, for single coverage for all full time bargaining unit employees who elect and obtain coverage through the policy described in this Article. "Full-time" employees shall be defined as those employees who meet the definition of "full-time employee" under relevant Federal law pertaining to the provision of health insurance benefits. In the event the premium cost for single employee coverage exceeds five hundred forty-five dollars (\$545.00), employees will be responsible for paying the difference in cost.

SECTION 2. Employees may elect to participate in other Company-offered health insurance plans, to the extent those plans are offered, but shall be entitled to an amount equal to the

actual benefit provided pursuant to Section 1. In the event such coverage is offered and the employee is deemed eligible by the Company, employee shall be responsible for the full amount of the premium, minus the amount provided under Section 1.

SECTION 3. Employees will be eligible to apply for coverage in the plan referenced in Section 1 not later than 90 days after employment begins.

ARTICLE 16 GRIEVANCE PROCEDURE

SECTION 1. Should differences arise between the Employer and the Union regarding the interpretation or application of any terms or provisions of this Agreement, such matters shall be processed according to this Article.

SECTION 2. The Union and the Company shall make an earnest and honest effort to settle the differences and disputes prior to the filing of a written grievance.

SECTION 3. If the differences and disputes cannot be settled prior to the implementation of the official grievance process, the following steps shall be completed, until the grievance is decided, withdrawn, or settled:

Step 1 – A written grievance setting forth the nature of the allegation and the date of the allegation shall be given to the Company's Human Resources Department representative. The grievance must be presented to the Company representative not later than 14 days after the date on which the acts giving rise to the grievance occurred or it will be considered untimely. Within 14 days after presentation to the Company, the Human Resource Department representative will provide a written response affirming or denying the grievance.

Step 2 – In the event the grievance is not resolved at Step 1, the grievance may be appealed to Step 2 of the process by the Union within 14 days after the decision rendered in Step 1. Step 2 will consist of a review of the grievance by the Company President or designated representative. Within 14 days after presentation to the Company President or designated representative, the Company President or representative will provide a written response affirming or denying the grievance.

Step 3 – In the event the grievance is not resolved at Step 2, the grievance may be appealed to arbitration by the Union. This must occur within 14 days after receipt of the decision in Step 2. In the event the Company alleges a violation of the Agreement by the Union, such allegation shall be immediately arbitrable.

SECTION 4. In the event the Union fails to advise the Company of its decision to appeal within the time limits specified in this Article, the Company's decision will stand and the grievance will be considered closed. The Union and the Company may mutually agree to extend any time period described in this Article.

SECTION 5. In the event a grievance is appealed to arbitration, the Union shall request a list of arbitrators from the American Arbitration Association. The parties shall alternately strike names from the list until one name remains. The party striking first shall be decided by a coin flip. The decision of the arbitrator shall be final and binding upon the parties and the Arbitrator shall have no power to amend, take away, ignore, modify, add to, or otherwise change any of the terms and provisions of the Agreement. Only grievances that are based upon the claimed violation or misinterpretation of an express provision of the Agreement will be arbitrable. No arbitrator shall

have the power to decide any questions, which under this Agreement are within the exclusive right of the Company. All fees and expenses of the arbitration shall be borne equally by the parties, excepting legal fees.

SECTION 6. All time limits shall be considered as consecutive calendar days excluding holidays.

SECTION 7. When an employee has referred a grievance to the Local Union and the Local Union Representative has so informed the Company the Local Union Representative represents the employee, the Company shall not discuss or settle such a grievance directly with said employee initiating the grievance. The Company or designee shall then meet, either in person or by telephone, with the representative from the Union at a mutually agreeable time and place to investigate and discuss the grievance. Employees will receive compensation only for hours actually served in the grievance process, i.e., at meetings with Company representatives as described in this Article. Those hours will not count as "hours worked" for overtime purposes. Meetings will be scheduled either before or after an employee's scheduled work hours so as not to interfere with the Company's work schedule.

ARTICLE 17 EXPENSE AND REIMBURSEMENT PAYMENTS

SECTION 1. When an assigned reporting location requires the Company to board an employee(s), the Company shall provide a per diem of twenty-four dollars (\$24.00) per day of lodging.

SECTION 2. The Company will reimburse employees for any out-of-pocket expenses for their required DOT physical. Reasonable effort will be made to have the physical performed by a doctor in the network recognized by the health insurance provided by the Company.

ARTICLE 18 SENIORITY

SECTION 1. For the purpose of this agreement, seniority shall be defined as the company service date, which is the continuous regular full-time or regular part-time service with the Company commencing from the date of hire.

In the case of employees with the same company service date, the employee who has the lowest last four (4) digits of his/her social security number shall be considered as having the greater seniority.

In the case the employees have the same last four digits; the lowest total social security number shall be considered having the greater seniority.

SECTION 2. If lay-offs are deemed necessary, by the Company, to reduce the size of their workforce; the principle of seniority will be recognized subject to the following:

- a. the work site location
- b. the effected department

All occasional, temporary, probationary, regular part-time, and regular full-time employees will be laid off in that order.

SECTION 3. Employees who have been laid off shall be recalled by seniority (last out is first recalled) subject to the following:

- a. proximity to the work site location
- b. the effected department and/or specific title.

The company shall notify the senior, qualified employee(s) laid off by registered mail that a vacancy exists. Employees shall have no more than five (5) days to respond to such notices upon receipt.

SECTION 4. Seniority shall be given primary consideration in promotions, when all qualifications are equal. The Company determines these qualifications.

SECTION 5. Seniority shall terminate when an employee:

- a. has not worked for the Company for a period of more than nine (9) months
- b. voluntarily quits
- c. is discharged
- d. fails to respond more than five (5) days after receipt of a recall notice

SECTION 6. Sickness disability, on the job injury, or military service shall not be considered as time lost for the purpose of determining seniority.

ARTICLE 19 HOURS OF WORK AND OVERTIME

SECTION 1. 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.

SECTION 2. An employee shall be paid one and one-half (1 1/2) times his straight time hourly rate for all hours worked in excess of forty (40) hours in one week.

SECTION 3. Eight consecutive hours shall constitute a day's work between the hours of 8 a.m. from Monday through Saturday inclusive, with one hour set aside for a lunch period. Forty hours within five days, Monday through Friday inclusive, or Tuesday through Saturday inclusive, shall constitute a regular workweek unless mutually agreed upon between the Employer and the Union.

SECTION 4. An employee shall be paid one and one-half (1 1/2) his straight time hourly rate for all work performed on Sundays.

SECTION 5. Employees may be required to work a reasonable amount of overtime.

SECTION 6. There shall be no pyramiding of overtime as a result of other clauses in this Agreement.

ARTICLE 20 LEGALITY

SECTION 1. Any provision of this Agreement adjudged by a court of competent jurisdiction to be in violation of any mandatory State Federal law shall be treated as null and void.

ARTICLE 21
WAGES

SECTION 1. The Company agrees to pay wages listed in EXHIBIT A to this agreement for the duration of this Agreement. If the Company should contract job(s) covered by a prevailing wage rate, they shall pay the prevailing wage rate for that community should that rate be greater than the effective EXHIBIT A contract rate.

SECTION 2. All progression rate increases will be given on the anniversary of the date hired. Wage rates will be included in EXHIBIT A.

SECTION 3. Normally, all new employees shall receive the rate established at the first year of the classification in which they are hired. If the employer determines that a new employee's skill and ability exceed the entry level rates established, the Employer may place the employee in a rate higher than entry level. The Company may provide compensation above what is included in the wage table above but will not provide wages that are below the amounts listed.

SECTION 4. Further adjustments employees' rate of compensation may be given at the sole discretion of the Company. Each employee will have the ability to confer with his/her supervisor with regards to his/her evaluation(s) and/or wage adjustment(s).

SECTION 5. If an employee changes classification that dictates a lower pay rate due to NUMBER OF YEARS IN CLASSIFICATION WITH COMPANY, that employee will keep the previous pay rate until such time as the new classification rate is equal or higher to the previous classification pay rate.

SECTION 6. The Company shall provide a monthly update to the Local's Secretary Treasurer of any and all changes to employees' hourly rates.

ARTICLE 22
EMPLOYEE PROFIT SHARING AND 401(k)

SECTION 1. The Company hereby agrees that the provisions of the Plan covering Employee profit sharing and 401k, subject to all the limitations and qualifications therein contained, are hereby incorporated in and made part of this collective bargaining agreement. The Company shall not, during the term of this agreement, terminate the plan. Should the Employer elect to alter or modify the Plan, the employer will notify the Union of such alterations or modifications.

ARTICLE 23
DISABILITY INSURANCE

SECTION 1. The Company hereby agrees that the provisions of the Plan covering Disability benefits, subject to all the limitations and qualifications therein contained, are hereby incorporated in and made part of this collective bargaining agreement. The Company shall not,

during the term of this agreement, terminate the Plan. Should the Company elect to alter or modify the Plan, the Company will notify the Union of such alterations and modifications.

ARTICLE 24 REPORT PAY

If on any scheduled work day an employee(s) reports to their work location and no work is available or existing conditions would prevent the work from being performed, and employees are released from work by the Company, he/she will be compensated no less than two (2) hours pay at their normal hourly rate.

ARTICLE 25 TEMPORARY DOWNTIME/INTERMITTENT LAYOFFS

SECTION 1. Due to the nature of the Company's business, instances of temporary lay-offs/intermittent down-time may occur for employees covered by this agreement. When it is determined by the Company temporary lay-offs are necessary, the affected employees will be notified as soon as practicable of such decision being made. When determining which employees will be temporarily laid off, where skills and ability are deemed generally equivalent between employees within the affected title/work group, seniority will be the determining factor.

SECTION 2. All employees who are temporarily laid-off will be placed on a "lay-off list" which will be maintained by the Company.

- a. The list will reflect each employee's location, qualifications/skills, net credited service (NCS) date, and contact information.
- b. It will be the responsibility of the employee(s) to provide their supervisor with his/her preferred contact information.
- c. Every employee on temporary lay-off will contact his/her supervisor no less often than every seven (7) calendar days to update their status and availability.

SECTION 3. When the Company deems it necessary to recall employees from the "lay-off list", when proximity and qualifications/skills are deemed generally equal between employees by the Company based on the available work, the principle of seniority will be the determining factor.

ARTICLE 26 RESPONSIBLE COMPANY-UNION RELATIONSHIP

SECTION 1. The Company agrees to permit an authorized representative to visit the bargaining unit employees on Company premises for purposes of adjusting grievances or other union business at such locations and at such times as will not interfere with the normal operations of the business, subject to approval by management. The Union representative will notify the mutually-agreed Company representative of his/her intent to visit Company property at least 24 hours prior to the visit, unless a lesser time is mutually-agreed to, with the employee(s) and the Company will not unreasonably withhold permission.

ARTICLE 27
HEALTH AND SAFETY

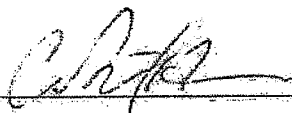
SECTION 1: The Company and the Union agree that safety of the Employees is of mutual concern to both parties. The Union and all employees shall cooperate with the Company in abiding by all applicable safety laws and regulations issued by any appropriate governmental body and in abiding by all reasonable rules and practices issued by the Company to maintain a safe, healthful work place.

ARTICLE 28
DURATION AMENDMENT SEPARABILITY

SECTION 1. This Amendment shall continue in full force and effect February 28, 2019. If either party desires to terminate or modify this Agreement, it shall sixty (60) days prior to the expiration date; give written notice of the termination or modification. If neither party shall give notice to terminate or modify this Agreement, as provided above, the Agreement shall continue in effect from year to year thereafter subject to termination or modification by either party on sixty (60) days written notice prior to termination date of any subsequent year. Such notice shall be sent registered or certified mail.

SECTION 2. In Witness whereof, the parties hereto have caused this agreement to be executed by their duly designated representatives.

CWA



Curt Hess, CWA Staff

CTS



Rick Setzer, President

Exhibit A

TITLE	1st Year	2nd Year	3rd Year	4th Year	5th Year
OUTSIDE PLANT					
OSP GROUP 1					
Groundsman	10.00	10.75	11.72	13.01	14.85
Laborer	10.00	10.75	11.72	13.01	14.85
OSP GROUP 2					
Lineman & Equip Operator	14.00	15.05	16.40	18.21	20.58
Installer Repairman	14.00	15.05	16.40	18.21	20.58
COE Installer Repairman	14.00	15.05	16.40	18.21	20.58
OSP GROUP 3					
Line Foreman	14.50	15.59	16.99	18.86	21.31
Buried Foreman	14.50	15.59	16.99	18.86	21.31
OSP SPLICERS					
Cable Splicer	15.25	16.39	17.87	19.83	22.41
Fiber Optic Splicer	14.00	15.05	16.40	18.21	20.58
INSIDE PLANT					
ISP GROUP					
Wire Puller	9.08	9.81	10.54	11.27	12.00
ISP Installer	12.00	12.75	13.50	14.25	15.00
Lead Technician	15.00	16.25	17.50	18.75	20.00

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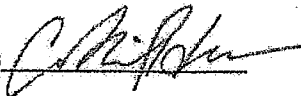
To: Douglas C. Anspach
Taft Stettinius & Hollister LLP
40 N. Main St., Suite 1700
Dayton, OH 45423

From: Curt D. Hess
Communications Workers of America, AFL-CIO
District 4 Administrative Director
20525 Center-Ridge Rd. Room 700
Cleveland, OH 44116

Memorandum of Agreement

In recognition of the parties' desire to foster a productive partnership, upon ratification of this agreement, the Company and the Union commit to continuing an open dialog with regards to matters of mutual interest. Therefore, no later than one (1) year after ratification, the two parties will hold a common interest forum at a mutually agreed upon location to discuss such matters. The parties agree to utilize this CIF to engage in substantive discussions and exchange information concerning the ongoing state of the Company and the Union.

Curt D. Hess
CWA



Doug C. Anspach
CTS

