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UNION AGREEMENT

This Agreement is entered into by and between **HCI, INC.** (the Company) headquartered at 3166 Horseless Carriage Drive-P.O. Box 638, Norco, CA 92860, its successors and assigns, and the **COMMUNICATIONS WORKERS OF AMERICA, AFL- CIO, CLC** (the Union).

ARTICLE 1 RECOGNITION

SECTION 1.1

The Company hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement for the purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment.

In the event, the Company (HCI, Inc.) establishes new facilities or contract work nationwide for the purpose of phone work, CATV, or underground, the Union will be recognized as the bargaining agent for those hourly rated employees classified as Labor, Operator, Apprentice, Journeyman Installer/Repairman (C.O.E./PBX), all CATV and Underground Technicians as specified in this Agreement shall be covered by the terms of this Agreement.

It is understood that the Union does not at this time, nor will they during the term of this Agreement, claim jurisdiction over the following class of employees: executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foremen. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foreman.

ARTICLE 2 RESPONSIBLE UNION-COMPANY RELATIONSHIP

SECTION 2.1 - Work Covered

The work covered by this Agreement shall include, but not be limited to, all outside plant construction, installation, and related maintenance and repair, central office equipment installation, repair and maintenance, transmission equipment installation repair and maintenance, all customer equipment installation, repair and maintenance.

SECTION 2.2 - Bargaining Unit Work

Except in cases of emergencies or for training and instruction purposes, supervisors shall not perform bargaining unit work. Should such work be performed in other than the above limited cases, bargaining unit employee (s) who would have otherwise performed such work shall be compensated for all hours worked by those non-bargaining unit employees at their regular straight time wage, above and in addition to all compensation earned during regular hours.

SECTION 2.3 - New Work or Titles

Should the Company establish a new job or a job which combines work done in the unit with new duties not previously performed on a job in the unit, the resulting job shall be considered in the bargaining unit. The Company and the Union shall negotiate rates of pay and other conditions for all new jobs established in the unit and also if the Company acquires work in other states.

SECTION 2.4 - Successorship

No change of ownership, form of ownership or style of doing business, or change of location of operation or portion thereof, shall operate to defeat the applicability of this Agreement.

The Company shall not relocate its place of business or portion thereof for the purpose of defeating the applicability of this Agreement.

SECTION 2.5 – Hiring

When new or additional employees are needed in the bargaining unit, the Company shall notify the Union at least three (3) working days prior to any new hiring so that the Union may, if available, refer qualified workers to the Company for consideration for hire. Those qualified who are referred by the Union shall be given consideration for hire, over an equally or less qualified worker referred from another source. The procedures outlined in Appendix B shall be followed for compliance with this Article.

SECTION 2.6 - Membership Status Notification

When new employees are hired, the Company shall notify the Union Local within five (5) working days in writing, by mail, of the date of hire of said employees, their assigned job classification and project number, rate of pay, and anticipated duration of employment. Any changes in an employee's classification, rate of pay or status after initial hire shall also be communicated by mail in writing to the Union Local within five (5) working days of such change, included shall be changes in status due to layoff, disability, leave of absence, or discharge.

SECTION 2.7 - Probation

New employees shall be considered probationary until they have completed ninety (90) calendar days of service with the Company, during such time employees shall work under the conditions, and receive not less than the minimum applicable rates of pay established in the Agreement. Following such period, employees shall be considered permanent employees.

SECTION 2.8 - Union Coverage

When the Company brings new employees on the payroll, time will be allowed during work hours for the Union to meet with the member or members to explain Union benefits and activities.

SECTION 2.9 - Contract

The Company and Union agree to share the cost of printing this contract, and the Company will provide each employee with a copy of this contract.

**ARTICLE 3
STATE AND FEDERAL LAWS**

SECTION 3.1

Should any provision or provisions of this Agreement, or any applications thereof, become unlawful by virtue of any Federal or State law, or Executive Order of the President of the United States or Governor of the State of California pursuant to law, or by final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified in compliance with the law, order or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

**ARTICLE 4
ANTI-DISCRIMINATION**

SECTION 4.1

The Company and the Union agree not to discriminate in any way against any employee or prospective employee because of his race, religion, creed, color, sex, marital status, national origin, age, or because of Union activity.

**ARTICLE 5
UNION SECURITY**

SECTION 5.1

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall, not later than the 7th day following the effective date of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall, not later than the 7th day following the beginning of such employment become and remain members in good standing in the Union.

Note: Not applicable in states where restricted by law.

**ARTICLE 6
PAYROLL DEDUCTIONS AND CHECKOFF**

SECTION 6.1 - Union Dues

The Company agrees to make payroll deductions of Union dues or the equivalent thereof when authorized to do so by the employee on forms set forth in Appendix A in an amount as certified to the Company by the Secretary-Treasurer of the Union. Any amounts so deducted, shall be transmitted to the Secretary-Treasurer of the Union on or before the 20th day of the month following the last day of the payroll period of each month, along with each employees hourly wage, name, social security number and amount of dues per employee.

SECTION 6.2 - Credit Union

The Company agrees to make payroll deductions for those employees who request to join the Building Trades Federal Credit Union or its successor and will remit those payroll deductions to the Treasurer of the Credit Union on a monthly basis. Payroll deductions must be in the Credit Union by the 7th calendar day of the month following the close of the month's business.

SECTION 6.3 – Voluntary Political Contribution

The Company agrees to make payroll deductions for those employees who request to join the Union's Committee on Political Education and will remit those payroll deductions, in the amount specified by employees on Authorization cards provided by the Union, to the Secretary-Treasurer or the Union's authorized agent as directed.

**ARTICLE 7
UNION REPRESENTATION**

SECTION 7.1 - Stewards

There shall be a steward or stewards appointed by the Union as the needs dictate, to process and present grievances and represent employees in investigatory and disciplinary meetings.

SECTION 7.2 - Super-Seniority

Stewards shall have super-seniority for the purpose of lay offs.

SECTION 7.3 - Notification

The Union is responsible for notifying the office of the Company in writing of the identity of any steward so appointed.

SECTION 7.4 - Representation

The Company recognizes that adequate and proper Union representation is essential to proper administration of the terms of this Agreement. As such, duly appointed stewards shall be allowed a reasonable amount of time to investigate and process grievances during working hours. Whenever a duly appointed steward is investigating or processing grievances during working hours the Company shall not document any such time on a discipline form.

SECTION 7.5 - Joint Meetings

A Union Steward or one member of the negotiating committee shall not suffer a loss in pay while attending any joint Union-Company meeting or for reasonable travel time to and from such meetings. It is understood that such joint meetings and travel time is considered work time.

SECTION 7.6 - Union Leave Employees selected by the Union as full time Union Representatives shall be granted a leave of absence upon written application to the Company's Director of Industrial Relations. Upon reinstatement from leave of absence the employee will be credited with seniority which shall accrue during such leave of absence.

**ARTICLE 8
GRIEVANCE PROCEDURE**

SECTION 8.1 - Grievance Procedure

All questions, disputes or grievances as to the interpretation or performance of the terms of this Agreement shall first be taken up between the Company's first line supervisor and the Union (Step 1). In the event no satisfactory settlement of the issue is reached, such question, dispute or grievance shall be reduced to writing by the Union within twenty (20) days and shall then be considered by the Company's owner/president or designated representative and a representative designated by the Union (Step 2). The employer shall submit its final position to the Union within twenty (20) days following this Step 2 meeting.

Should the Company and the Union representative fail to reach a satisfactory adjustment of the matter, the Union may require arbitration of same by giving written notice to the Company within twenty (20) days from the date of their failure to agree.

All grievances shall be presented to the Company within forty-five (45) calendar days after the occurrence upon which the same is based. The Company recognizes the right of the Union to investigate the circumstances surrounding any grievance and agrees to cooperate with the Union in such investigation.

Pending final settlement of the grievance, the Company shall not thereafter deal directly with the employee concerning said grievance, without Union concurrence, but shall deal directly with the Union representative.

SECTION 8.2 - Contract Compliance

In the event that any employee chooses to present a grievance in his or her behalf, rather than through the Union, the Company will advise the local Union representatives in writing of the fact that such a grievance is being presented, and will give the Union representatives opportunity to be present during the presentation of such grievances.

SECTION 8.3 - Arbitration

Any grievances not adjusted between the Company and the Union as provided in Section 8.1 of this Article shall upon written request of the Union be referred for determination to an arbitrator selected by Agreement of the parties. In the event the parties are unable to select an arbitrator who is mutually acceptable within twenty (20) days after the written notice to arbitrate has been given, the parties shall request the Director of the American Arbitration Association (AAA) to furnish the parties a panel of five (5) arbitrators and the parties shall have the right to strike a name from the panel until only (1) one name remains. Such process shall begin with the Union striking the first name then alternating with the Company striking a name.

SECTION 8.4 - Expenses

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fee and expenses of the arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties hereto.

SECTION 8.5 - Authority of Arbitrator

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no authority to add, delete or alter any provisions of this Agreement.

SECTION 8.6 - Extension of Time

The time limits provided may be extended or waived only by Agreement of the parties.

ARTICLE 9 DISCIPLINE

SECTION 9.1 - Just Cause

After completing a ninety (90) day probationary period, no employee covered by this Agreement shall be suspended, demoted or discharged or otherwise disciplined except for just cause.

SECTION 9.2 - Notice

The Company shall give the employee involved and the appropriate Union Representative notice prior to the suspension, demotion or discharge action when practicable, and shall give written notification to the Union within five (5) working days of all disciplinary action taken. Whenever the Company cannot provide prior notice to an employee on any such disciplinary action, the Company shall provide the employee with Union representation at any meeting resulting subsequent to any such disciplinary action.

SECTION 9.3 - Pending Disposition

Nothing in the foregoing shall prevent the Company from immediately removing an employee, for cause, from the premises or assignment pending final disposition of the case.

SECTION 9.4 - Grievance/Arbitration

The question of whether "just cause" exists for the discipline shall be subject to the grievance and arbitration procedure provided herein.

**ARTICLE 10
SENIORITY/LAY OFF**

SECTION 10.1 - Seniority

Seniority is defined as total length of service with the Company, accumulated from original date of hire.

SECTION 10.2 - Application

Seniority shall be the determining factor when qualifications are generally equal in the selection of hours of work, promotions, training, and transfers.

SECTION 10.3 - Continuity

Seniority shall be considered broken in case of:

- a) Voluntary quit;
- b) Discharge for just cause;
- c) Four (4) or more consecutive months of layoff;
- d) Refusal by an employee to accept a recall assignment when on layoff, which is in accordance with Section 10.6;
- e) Acceptance of full time employment with any contracting Company operating in the telephone industry.

SECTION 10.4 - Lay Off Procedure

If a reduction of force is necessary, employees shall be laid off by inverse order of seniority within the effected job title in the lay off unit withstanding the following exceptions:

- A) Qualifications - When a junior employee possesses job skills or knowledge that are not possessed or easily acquired by more senior employees, that employee may be exempt from the lay off for as long as the condition last;
- B) Customer Requests - When a customer requests specific individuals or crews to perform/complete a job, those junior employees may be exempted for the duration of that job.

Upon written request by the Union, the Company will request a letter from the customer regarding their requests for a specific individual or crew to perform/complete a job;

C) Continuity of Crews - When a crew is involved in an ongoing project and disrupting that crew would interrupt the continuity and efficiency of that job, junior members of the crew in effected titles may be exempted from the lay off until completion of the project. This only applies to temporary layoff.

When senior employees are laid off due to any of the above exemptions and a new project or work is obtained, they will be recalled and if necessary new crews will be formed.

These exceptions are for the sole purpose of maintaining competitive efficiency and customer relations and in no way are to be used to circumvent the just cause or other applicable protections to employees.

A lay off unit is defined as a Company operations center to which the employees are assigned. As work is obtained in new areas, operations centers will be established for those areas by mutual agreement.

SECTION 10.5 - Notice

The Company whenever possible shall give the employee at least 24 hours notice prior to lay off.

SECTION 10.6 - Recall Rights

Laid off employees shall have recall rights to like work in the lay off unit prior to hiring new employees.

SECTION 10.7 - Registration

Recall shall be by seniority and seniority shall accumulate during layoffs for a period of up to four (4) months. To be eligible for recall, employees must register as Group A with the CWA Hiring Referral Service as outlined in Appendix B within 30 calendar days from lay off. The Company will provide the employee with a Hiring Referral application upon lay off.

SECTION 10.8 - Job Offers

Laid off employees shall be offered any job assignment for which they are qualified or classified in the lay off unit that is available or becomes available prior to hiring new employees. Denying any offer in a lower paying title will not constitute a break in seniority nor a loss in recall rights. The Company shall determine work available and what classifications are required.

SECTION 10.9 - Retention

Acceptance of a lower rated position shall not constitute a loss of recall rights to the employee's previous position at the time of the lay off and the employee shall be offered any such position that becomes available prior to hiring new employees.

SECTION 10.10 - Temporary Lay Off

Temporary lay off is a lay off of less than 20 working days. Employees put on temporary lay off shall be given written return date and need not register as above to protect recall rights.

ARTICLE 11 SAFETY

SECTION 11.1 - Compliance

The Company agrees to abide by and maintain standards of sanitation, safety, and health which comply with all applicable Federal, State, County and City laws and regulations.

SECTION 11.2 - Protective Devices

The Company agrees that protective devices to safeguard the health of employees and protect employees from injury will be provided at all times. The Company shall provide all employees and crews with such protective devices prior to assigning employees and crews to said assignment.

SECTION 11.3 - Joint Committee

The parties agree that a joint safety committee, comprised of an equal number of bargaining unit and management representatives may meet to discuss and recommend safety programs and procedures. Such recommendations shall be viewed as advisory by the Company. The Company shall appoint the management representative and the Local Union shall appoint the bargaining unit representative.

**ARTICLE 12
COMPENSATION FOR TIME OFF**

SECTION 12.1

The Company shall accrue an amount per hour per employee on the basis of seniority for each straight time hour worked in the year, with a maximum of 2080 hours, which would cover all jury service, vacations, holidays and sick leave.

Withdrawal on Accrued Compensation may be made by vested employees a maximum of two times per accrual year(once quarterly)- (October 1st – September 30th) with at least one weeks notice for checks to be processed with regular payroll. The minimum withdrawal is \$100.00 (any accounts under \$100.00 may not withdraw)

The balance of accrued amount would be paid to the vested employee once annually on December 1st of each year covering the actual hours worked in the preceding four (4) quarters ending September 30th.

One (1) year of service is required before an employee is vested in the accrued compensation plan. An increase in the amount accrued effective **October 1, 2007** as follows:

Employee with less than 1 years of service	\$0.35/hour
Employee with more than 1 years but less than 2 years of service	\$0.85/hour
Employee with more with 2 years but less than 3 years of service	\$1.10/hour
Employee with 3 years or more but less than 4 years of service	\$1.45/hour
Employee with more than 4 years but less than 5 years of service	\$1.70/hour
Employee with 5 years or more years of service	\$2.00/hour

**ARTICLE 13
JURY SERVICE**

SECTION 13.1 - Excused From Duty

Employees who are absent from work on account of jury service in any court of law shall be excused by the employer. The employee will not be required to report for work on that day, provided said duty has required over half of his scheduled working time for the day.

SECTION 13.2 - Witness

In the event an employee is subpoenaed as a witness, he shall be granted time off without pay to handle such matter.

SECTION 13.3 - Exemption

The Company reserves the right to apply to the Jury Commissioner or other appropriate official for exemption of the employee from jury service. See Article 12 for Compensation.

**ARTICLE 14
BEREAVEMENT LEAVE**

SECTION 14.1

Permanent employees will be allowed up to two (2) days leave per year with pay for absence due to death in the immediate family upon verification.

For the purpose of this provision, immediate family shall mean an employee's wife or husband, children, brother or sister, grandparents, parents and stepparents, as well as other relatives living generally in the same household with the employee. See Article 12 for compensation.

ARTICLE 15 REST PERIOD

SECTION 15.1

Rest periods of ten (10) minutes shall be granted once in the A.M., once in the P.M., and once for each additional two (2) hour period thereafter at the employee's option.

ARTICLE 16 HOURS OF WORK AND SHIFT PREMIUMS

SECTION 16.1 - Work Week

Eight (8) consecutive hours, excluding a lunch period, shall constitute a day's work and forty (40) hours in five (5) consecutive days Monday through Saturday shall constitute a work week, or ten (10) hours, four (4) consecutive days in the case of a four day work week (four-tens).

SECTION 16.2 - Shifts and Differential

A normal shift shall begin between 6:00 a.m. and 9:00 a.m. All employees starting work prior to 6:00 a.m. or after 9:00 a.m. on any given day shall receive a \$.50 per hour differential. To accommodate special circumstances, such as desert work, and two-thirds (2/3) of the effected employees so elect, abnormal hours may be worked without penalty to the Company.

The differential shall not apply when an employee works extra hours, for which overtime is paid, in conjunction with a normal shift.

SECTION 16.3 - Call Outs

Any employee called into work, during their time off, shall be given a minimum of two (2) hours pay at one and one-half (1 1/2) times the regular rate unless they complete more than two (2) hours work. For the purpose of this Section, hours of work shall include travel time to and from the job location.

SECTION 16.4 - Reporting Pay

Employees will be paid a minimum of two (2) hours pay after reporting and being available for work at the normal starting time as required.

During periods of inclement weather and/or slow work, employees may be instructed to call in prior to reporting.

SECTION 16.5 - Four - Tens

If two-thirds (2/3) of a crew elect to work a four (4) day week, they may do so as long as the Company has approved the four (4) day week. It shall consist of ten (10) consecutive hours of work, exclusive of lunch period, during four (4) consecutive days between Monday through Saturday.

ARTICLE 17 TRANSFERS AND TRAVEL

SECTION 17.1 - Travel Allowance

When an employee is required to travel on Company business beyond a 75 mile radius of their assigned operation center; that employee will be paid \$50.00 per day to compensate for

additional incurred expense. At management's discretion, meals and lodging may be paid in lieu of allowance.

SECTION 17.2 - Use of Personal Vehicle

The Company shall reimburse the employee for the authorized use of his/her automobile:

- A) An amount equivalent to the maximum allowed under current I.R.S. rules per mile for each mile driven by the employee on Company business.
- B) Toll charges for bridges, tunnels, ferries and toll highways which must be traversed in the course of the above travel.
- C) Parking charges.

SECTION 17.3 - Truck/Tool Allowance

(A) The Company may rent an employee's vehicle and/or tools for an allowance agreeable to the employee. Such agreements shall be in writing.

(B) Copies of all such documents shall be forwarded to the Union within five (5) working days of said agreement. Agreements made under this section shall contain; the employee's signature, the signature of an authorized Company representative and will include the terms and conditions of said agreement.

(C) At no time shall an employee be laid off or disciplined in any manner because an agreement cannot be reached. Any agreement reached under this article shall not be in conflict with the Collective Bargaining Agreement.

SECTION 17.4 - Employee Initiated Transfer

Employees may submit request on forms provided by the Company to transfer to a different location and/or title. If openings become available employees with transfer request on file who meet the minimum qualifications for the position will normally be transferred in order of seniority before hiring new employees. Any relocation or commuting expenses shall be born by the employee.

SECTION 17.5 - Company Initiated Transfer

The Company may transfer individuals to other operations centers.

Any reasonable relocation or commuting expenses will be paid by the Company in accordance with the published guidelines on reasonable expense reimbursements.

SECTION 17.6 - Work Available

The Company shall advise employees in writing of work available in other areas so that employees may initiate transfers. The Company may hire locally for projects in any area after fulfilling recall and transfer obligations. This section shall not be used to circumvent any other provision of this Agreement.

SECTION 17.7 - Transfer Travel Time

An employee transferred for Company business will be paid at his/her standard straight time wage for time accumulated at one (1) hour pay for each fifty (50) miles up to a maximum of 400 miles per day.

SECTION 17.8 - Transportation

Employees in addition to the per diem shall be furnished with Company transportation or an allowance equivalent to commercial transportation to and from home or Company headquarters at the beginning and end of a Company initiated transfer.

ARTICLE 18 OVERTIME REGULATIONS

SECTION 18.1 - Premium Pay

All work performed beyond eight (8) hours a day and all work performed beyond forty (40) hours a week shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for the normal work week, or beyond ten (10) hours a day in the case of four-tens.

All work beyond twelve (12) hours a day shall be paid at double (2) times the employee's regular rate of pay. When work is continuously performed beyond twelve hours, the double time rate shall be paid until the employee is relieved from work for a period of at least eight (8) hours, or is provided with a paid rest period of at least four (4) hours.

SECTION 18.2 - Sunday Work

All work performed on Sundays shall be paid for at double (2) times the regular straight time rate of pay.

SECTION 18.3 - Holiday Work

All work performed on authorized holidays under this Agreement shall be paid for at the rate of one and one-half (1 1/2) times the rate of pay.

SECTION 18.4 - Notice and Relief

It is understood that overtime may be a requirement of the job. The Company shall give employees as much advanced notice of overtime requirements as possible and excuse employees from working overtime when they are not essential to the operation or replacing them with another employee would not place an unreasonable burden on the Company.

**ARTICLE 19
VACATIONS**

SECTION 19.1 - Time and Selection

Vacations shall be granted according to the following schedule and selected on the basis of seniority.

<u>LENGTH SERVICE</u>	<u>AMOUNT OF VACATION</u>
1 year but less than 2 years	1 week each year
2 years but less than 5 years	2 weeks each year
5 years or more	3 weeks each year

(See Article 12 for compensation)

SECTION 19.2 - Compensating Day

If an employee takes a vacation during a period which includes a Holiday, the employee shall receive an extra day's vacation.

SECTION 19.3 - Accrual and Pay-Off

Unused vacation pay will be paid in accordance with Article 12 or upon termination.

When an employee is removed from active payroll, he/she shall receive on their final paycheck all vested vacation pay accrued. The surviving spouse or heir, or estate of a deceased employee upon application for and after providing proof of eligibility, shall receive any compensation pay earned, but not distributed to the employee.

SECTION 19.4 - Individual Days

Vacation days will be allowed with a seventy-two (72) hour notice to supervisor excepting in extreme circumstances where the work load prevents an individual day.

**ARTICLE 20
HOLIDAYS**

SECTION 20.1 - Paid Holidays

The following days shall be recognized as observed holidays:

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

When any of the above agreed upon holidays fall on Sunday, they shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday.

SECTION 20.2 - Holiday Pay

Compensation for observed holidays will be in accordance with Article 12. See Article 12 for Compensation.

**ARTICLE 21
LEAVE OF ABSENCE**

SECTION 21.1

A leave granted in excess of thirty (30) days, for purposes other than pregnancy disability leave or family leave, does not guarantee an employee's return to work unless agreed in writing at the time the leave is granted.

**ARTICLE 22
CONTRACT WORK**

SECTION 22.1

There shall be no contracting or subcontracting to erode the bargaining unit.

**ARTICLE 23
VOTING**

SECTION 23.1

Employees shall be given a reasonable amount of time off without loss of regular pay, to vote in accordance with, and if required by, the provisions of applicable State Laws.

**ARTICLE 24
BULLETIN BOARDS**

SECTION 24.1 - Installation

The Company agrees to install or to move bulletin boards for the exclusive use of the Union. Bulletin boards shall be furnished by the Union.

SECTION 24.2 - Size

The size of the bulletin boards shall be approximately 18" x 36", or 12" x 24" in dimension.

SECTION 24.3 - Location

The number and location of bulletin boards shall be determined jointly by the Union and the Company with due respect to visibility and accessibility to employees for whom the Union is the recognized representative.

**ARTICLE 25
STANDBY PAY**

SECTION 25.1

Standby pay will be negotiated if ever needed. The Company does not do service work.

**ARTICLE 26
SICK LEAVE**

SECTION 26.1 - Accrual

Employees shall accrue **nine (9)** sick leave days for each full year of service.

SECTION 26.2 - Usage

Except for use in connection with family leave, sick leave is to be taken for bona fide illness only. The Company may ask for verification from a doctor that time off was required. Sick leave used in connection with family leave shall be in accordance with the Company's policies and procedures regarding family leave. See Article 12 for Compensation.

**ARTICLE 27
LEADMAN**

SECTION 27.1 - Definition

A Leadman is one who, in addition to his normal duties or in the performance of a new assignment, assists a supervisor in the direction, distribution, coordination, and teaching of the work.

SECTION 27.2 - Pay

An employee when acting as a Leadman shall receive a differential of one dollar (\$1.00) per hour plus his normal rate of pay.

**ARTICLE 28
TOOLS**

SECTION 28.1 - Provision

Employees shall furnish hand tools only. The Company shall furnish specialized tools other than hand tools, and equipment necessary for the installation of equipment. It shall be the employer's responsibility for replacement of Company tools.

SECTION 28.2 - Allowance

The Company may rent an employee's tools in accordance with Article 17 Section 17.3.

ARTICLE 29 WAGE RATES

SECTION 29.1 - WAGE RATES

Effective June 30, 2007 there will be a 4% wage increase for all employees.

Effective June 30, 2008 there will be a 3% wage increase for all employees.

Effective June 30, 2009 there will be a 2% wage increase for all employees.

SECTION 29.2 - MINIMUM AND INTENT

The following wage schedule shall represent the minimum wage payable in the corresponding classification. The Company may and normally will pay higher than these minimums as conditions warrant.

SECTION 29.3 - CLASSIFICATIONS

CENTRAL OFFICE

Skill Level -CO1

- 1) Be directly supervised and instructed by a Level CO4 Installer.
- 2) Be capable of performing the following work operations/job activities:
 - addition or removal of common systems equipment/hardware.
- 3) Not perform Level CO2 and above work operations/job activities unless properly supervised.
- 4) Not progress to Level CO2 without a minimum of one and one-half (1 1/2) years experience or equivalent as determined by HCI, Inc. and demonstrated to the customer, in the system/environment (e.g. common systems) being worked on.
- 5) Not perform work operations/job activities on working equipment or circuits.

Skill Level - CO2

- 1) Have a minimum of one and one-half (1 1/2) years experience, or equivalent as determined by HCI, Inc. and demonstrated to the customer, in the system/environment (e.g. common systems, digital switch, transport/facilities, power) being worked on.
- 2) Be directly supervised and instructed by a Level CO3 or CO4 Installer.
- 3) Be capable of performing the following work operations/job activities:
 - addition or removal of common systems equipment/hardware;
 - addition or removal of wiring and connections (on non-working equipment only and switchboard cable only);
 - lead verification.
- 4) Not progress to Level CO3 without a minimum of four (4) years experience or equivalent as determined by HCI, Inc. and demonstrated to the customer, in the system/environment (e.g. common systems, digital switch, transport/facilities, power) being worked on.
- 5) Not perform work operations/job activities on working equipment or circuits.

Skill Level -CO3

- 1) Have a minimum of four (4) years experience, or equivalent as determined by HCI, Inc. and demonstrated to the customer, in the system/environment (e.g. common systems, digital switch, transport/facilities, power) being worked on.
- 2) Be capable of performing the following work operations/job activities without supervision or direction:

- addition or removal of common systems equipment/hardware (see definition);
 - addition or removal of wiring and connections (on non-working equipment only);
 - lead verification;
 - analysis of job specifications and drawings;
 - provide work assignments to crew;
 - prepare a Method of Procedure;
 - write Job Information Memo's;
 - resolve job specification and/or drawing problems;
 - correct office record drawings;
 - in-process and final quality inspections.
- 3) Be capable of performing as HCI, Inc. "In-Charge" person on common system jobs.
 - 4) Not perform Level CO4 work operations/job activities unless properly supervised.
 - 5) Have a minimum of four (4) years experience, or equivalent as determined by HCI, Inc. and demonstrated to the customer, in the system/environment (e.g. common systems, digital switch, transport/facilities, power) being worked on.
 - 6) Not perform work operations/job activities on working equipment or circuits.

Skill Level - CO4

- 1) Have a minimum of six (6) years experience, or equivalent as determined by HCI, INC. and demonstrated to the customer, in the system/environment (e.g. common systems, digital switch, transport/facilities, power) being worked on.
- 2) Be capable of performing the same work operations/job activities as a Level CO3 Installer without supervision or direction.
- 3) Be capable of performing as HCI, INC. "In-Charge" person.
- 4) Be capable of performing additions, removals, and modifications on working equipment and circuits.
- 5) Level CO4 work operations/job activities may include:
 - circuit modifications;
 - power transition work;
 - addition or removal of batteries;
 - addition or removal of circuits on working power distribution sources;
 - equipment testing and turn-up.

CUSTOMER PREMISE EQUIPMENT INSTALLER

CLASSIFICATION

Customer Premise Installer I - CPE 1

Entry level position - works under close supervision and instruction. Provides assistance to other installers for installation, rearrangement, repair or removal of basic station or riser cables for new or existing buildings. Adheres to Company/customer quality standards and Company/customer safety/security procedures. Required to have basic hand tools.

Customer Premise Installer II - CPE 2

Works with moderate supervision and instruction. Performs installation, rearrangement, repair and removal of basic or advanced station voice and data cables. May be required to work alone on customer premises for small jobs. Can verify receipt of equipment, read basic floor plans and blue prints and do simple test procedures. Adheres to Company/customer quality and safety rules and procedures.

Customer Premise Installer III - CPE 3

Work with minimum supervision and instruction, assigns and lays out job procedures, for complex voice and data installations. Can do simple and complex test procedures and be able to operate test equipment and analyze and repair trouble with the customers equipment. Maintains necessary reports and records and can provide information to the customer. Responsible for adherence to Company/customer quality standards and Company/customer safety/security procedures.

OUTSIDE PLANT CLASSIFICATIONS

Laborer I - L1

Entry level position; works under close supervision. Performs the following basic tasks; laborer, flagman and yardman. Also performs additional miscellaneous tasks assigned by leadman or foreman. Adheres to Company/customer safety/security procedures.

Laborer II - L2

Works under close supervision, capable of performing the duties of Laborer I plus the following tasks; asphalt shoveler, boring machine helper (outside), concrete pouring and finishing, general labor on conduit, trenching or plow crew. Also performs additional miscellaneous tasks assigned by leadman or foreman. Adheres to Company/customer quality standards, and Company/customer safety/security procedures.

Laborer III - L3

Works under close supervision. Capable of performing the duties of a Laborer I & II plus the following tasks; operators of pneumatic, gas, electric tools, vibrating machines, pavement breakers, tampers, barko, wacker or equal, hand trencher. Also performs additional miscellaneous tasks assigned by leadman or foreman. Adheres to Company/customer quality standards, and Company/customer safety/security procedures.

Laborer IV - L 4

Works under close supervision. Capable of performing the duties of Laborer I, II or III plus the following tasks; asphalt raker, concrete saw man. Also performs additional miscellaneous tasks assigned by leadman or foreman. Adheres to Company/customer quality standards, and Company/customer safety/security procedures.

Laborer V - L 5

Works under close supervision; must hold the appropriate license for explosives. Performs the work of loading holes, placing and blasting of explosives. Adheres to Company/customer quality standards and Company/customer safety/security procedures.

Truck Driver I - C

Holds a current class "C" license.

Truck Driver II – A or B

Holds a current class "A" or class "B" license.

Truck Driver III - A

Holds a current class "A" license is qualified to pull low bed trailer.

Operator - OP

Works with minimum supervision and instruction. Operates and performs preventative maintenance on various types of light and heavy equipment. Including but not limited to: back hoes, trenchers, loaders, dozers, plow, forklifts. Must be able to maintain identified production levels. Must be able to read and interpret sub-structure plans.

Adheres to Company/customer quality standards and Company/customer safety/security procedures.

Fiber Splicer I - FS1

Entry level position; works under close instruction and supervision. Provides assistance to fiber splicer 2 & 3 in the preparation of fiber optic cable for connector installation, mechanical splicing and fusion splicing. Under the direction of a fiber splicer 2 or 3 perform fiber optic connector installations, mechanical splice operations and fusion splice operations.

Under the direction of a fiber splicer II or III perform the product quality verification task required. Adheres to Company/customer quality standards and Company/customer safety/security procedures.

Fiber Splicer II - FS2

Works with moderate amount of direction and supervision. Performs preparation work for fiber optic connector installation and splicing operations. Performs fiber optic connector installation and splicing operations. Associated with all types of fiber optic cable. Performs product quality verification task. Verifies receipt of equipment, interprets work orders and blue prints. Demonstrates a basic knowledge of the theory of fiber optic operation. Is knowledgeable in the use of current models of fiber splicing and verification equipment.

Must be capable of meeting manufacturer certifications when required. Adheres to Company/customer quality standards and Company/customer safety/security procedures.

Fiber Splicer III - FS3

Works with minimum supervision. Directs, instructs and assists fiber splicer I and II in all aspects of fiber optic connector installation and splicing. Utilizes engineering documents to complete fiber splicing as defined by contract. Maintains necessary reports and records, plans and coordinates fiber splicing work with supervisor. Demonstrates required level of knowledge concerning the theory of fiber splicing and verification equipment.

Fiber Splicer III - FS3

Is capable of acquiring those certifications that might be required for job completion.

Responsible for adherence to Company/customer quality standards and Company/customer safety and security procedures.

Lineman - LM1

Pulls cable, both aerial and underground under specific and direct supervision, operates basic machinery, and is able to climb telephone poles to a minimum height. Able to read basic blue prints.

Journeyman Lineman - LM2

Pulls cable, both aerial and underground under limited supervision. Has a thorough knowledge of all machinery and tools and is proficient in their use. Able to climb telephone poles to required heights. Can read detailed blue prints. Understands and abides by all safety requirements.

Splicer - SP1

Performs basic splicing functions under specific and direct supervision. Has a basic knowledge of splicing tools. Able to read basic blue prints. Knows basic specifications associated with basic splicing

Journeyman Splicer - SP2

Able to work under limited supervision. Has thorough knowledge of all splicing functions including construction, transfers and removals. Is able to read detailed blue prints, analyze and isolate troubles and faults. Knows splicing specifications and air pressure. Understands and abides by all safety requirements.

Foreman- FM1

Rates and charges, hourly work in charge of crew, usually performing maintenance work. Must be competent person trained, first aid and CPR.

Foreman-FM2

Units, small construction jobs, minimum supervision, usually paid by work operation. Work is unit based. Must be competent person trained, first aid and CPR.

Foreman-FM3

Contract, bid work, limited supervision, able to read blue prints, analyze and isolate trouble and faults. Must run multiple men on project and order material and/or supplies. Must be competent person trained, first aid and CPR.

SECTION 29.4 - WAGE RATES

CENTRAL OFFICE

Central Office Installer I - CO1	\$ 9.00
Central Office Installer II - CO2	\$12.00
Central Office Installer III - CO3	\$14.00
Central Office Installer IV - CO4	\$16.00

CUSTOMER PREMISE

Customer Premise Installer I - CP1	\$10.00
Customer Premise Installer II - CP2	\$11.00
Customer Premise Installer III - CP3	\$13.00

OUTSIDE PLANT

Laborer I - L1	\$10.00
Laborer II - L2	\$10.50
Laborer III - L3	\$11.00
Laborer IV - L4	\$11.50
Laborer V - L5	\$12.00
Truck Driver I - C	\$12.50
Truck Driver II – A OR B	\$13.50
Truck Driver III – A	\$14.50
Operator - OP	\$13.50
Lineman - LM1	\$11.00
Journeyman Lineman - LM2	\$14.00
Splicer - SP1	\$11.00
Journeyman Splicer - SP2	\$13.50
Fiber Splicer I - FS1	\$11.00
Fiber Splicer II – FS2	\$13.50
Fiber Splicer III - FS3	\$15.00
Foreman – FM1	\$15.00
Foreman –FM2	\$15.00
Foreman –FM3	\$15.00
Mechanic - MC	\$13.00

SECTION 29.5 - Training and Upgrades

The Company and the Union shall establish a joint committee to develop job duties and descriptions as well as training, re-training and upgrade procedures.

SECTION 29.6 - 401(K) PLAN

As you know, the Company provides all eligible bargaining employees the opportunity to participate in a 125 Pre-tax Plan as an added benefit to our employees since 1994. The Company further proposes to enhance the menu of benefits available to eligible employees through a cash or deferred arrangement, permitted under Section 401 (K) of the Internal Revenue Code.

Background

Such a cash deferred arrangement allows employees to allocate a portion of their compensation - which would otherwise be payable in cash - to a qualified retirement plan. Under this arrangement, the employee contribution is not treated as current income but as a pre-tax reduction in salary, which is paid into the plan via payroll deduction.

The Company offers this plan to encourage employees to invest in retirement by way of payroll deduction.

The Company is not a financial participant in the plan and will act only as the Administrator of the plan on behalf of the employees.

All administrative costs, startup fees and maintenance costs will be paid by the employer during the life of this Collective Bargaining Agreement.

Company Contribution

Effective July 1, 2003, the company will provide a 50% matching contribution to the employee's 401 (k) Plan. See chart below.

Less than one year of employment	-0-
One year but less than 2 years	max of \$ 80.00 match
2 years but less than 3 years	max of \$160.00 match
3 years but less than 4 years	max of \$240.00 match
4 years but less than 5 years	max of \$320.00 match
more than 5 years	max of \$400.00 match

**ARTICLE 30
MEDICAL AND DENTAL COVERAGE**

SECTION 30.1

Employees become eligible for medical and dental coverage for themselves and their eligible dependents on the first of the month following completion of ninety (90) calendar days of service with the Company.

During the life of this Agreement, the Company shall have the right to change the carriers as long as the benefits remain substantially the same for coverage of the employees and their dependents.

The Company has renewed their annual contracts with A Medical Provider and A Dental Provider effective July 1, 2007 for eligible employees.

The Company shall share the cost as shown for the life of the Contract:

Combined Medical/Dental

Employee Only	75.00 per month
Employee +1 Dependent	150.00 per month
Employee +2 or more Dependents	180.00 per month
Employee +3 or more Dependents	210.00 per month

Each additional dependent above three (3) will be an additional \$30.00, not to exceed \$650.00 per family.

**ARTICLE 31
EFFECTIVE DATE - TERMINATION**

SECTION 31.1

This Agreement becomes effective as of the **1st day of July, 2007** and shall continue in full force and effect until midnight the **30th day of June, 2010** and shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of intention to amend or modify said Agreement at least sixty (60) days prior to the expiration of the term or any extended term of this Agreement. Negotiations for such amendment or modification shall commence within thirty (30) days after receipt of the notice of intention to amend or modify unless otherwise mutually agreed upon by the parties. In witness whereof, the parties have caused this Agreement to be signed by their respective officers and representatives as of the date indicated on the signed date.

This Agreement is entered into this **1st day of July, 2007**.

Union

Company

Edward M. Venegas

Steve Silagi

Date _____

____ Date

Frank RaPue'

Deborah Borza

Date _____

____ Date

Maurice Washington

Tim Fant

Date _____

____ Date

**APPENDIX A
MEMBERSHIP APPLICATION
DUES DEDUCTION AUTHORIZATION**

**APPENDIX B
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO LOCAL 9400**

HIRING REFERRAL SERVICE

HIRING REFERRAL DISPATCH PROCEDURES

The following Hiring Referral Dispatch Procedures have been adopted and implemented pursuant to the terms of collective bargaining agreements between the Communications Workers of America, Local 9400 and various signatory employers. The parties to such collective bargaining agreements shall post these procedures in such places as other notices to employees and applications for employment are customarily posted.

An employer requiring the services of an employee within a bargaining unit established pursuant to collective bargaining agreement, with Local 9400, may request that the Dispatch Office provide such employee. The employer will call the Dispatch Office between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday, to request individuals for employment. The Dispatch Office shall maintain a written log of all such requests reflecting the name of the employer, the time and date of the request, the number and type of employees requested, the location in which such employees are needed, and any other information deemed appropriate.

The Dispatch Office shall maintain appropriate registration lists, cards, and record slips of registered individuals, kept current from day to day.

An individual may register for dispatch by completing and submitting an application to the Dispatch Office at 7844 Rosecrans Avenue, Paramount, California, 90723.

Applications may be obtained by mail if requested by phone (562) 633-9713 or in person between the hours of 2:00 P.M. and 4:00 P.M., Tuesday and Thursday, at the above Dispatch Office.

When an individual seeks to register for the first time or seeks to re-register for new or additional classifications of employment, he/she shall furnish satisfactory proof that he/she is qualified to do the work in the particular category in which employment is sought. Standards to be used by the dispatcher in determining qualifications shall be as follows: Revised: May 11, 1988

NOTE: The following job duties and/or descriptions are generic in nature. This allows employers and applicants flexibility in their request and selection of classifications desired. Titles, job duties and/or descriptions are not intended to be all inclusive and may be amended at the discretion of the Hiring Referral Service.

TELEPHONE ASSISTANT

Perform various tasks within the telecommunications industry.

A-1 * Wages based on start rate of title/classification assigned.

GENERAL CLERK

G-1 Work under direct supervision performing a variety of clerical duties such as compile, tabulate and post data, prepare reports, maintain records and files, operate standard office machines including typewriters, calculators, adding machines, P.C.'s, tele-typewriters, CRT's, copiers, word processing equipment and printers.

G-2 Work under limited supervision and demonstrate proficiency in performing a variety of clerical duties such as; compile, tabulate and post data, prepare reports, maintain records and files, operate standard office machines including typewriters, calculators, adding machines, P.C.'s, tele-typewriters, CRT's, copiers, word processing equipment and printers.

TELEPHONE OPERATOR

O-1 (Directory Assistant)

Furnishes information to callers requesting business or residence telephone numbers. Accesses a computer, inputs alpha details to bring up requested listings on a screen. Accurately relays information to callers.

O-2 (TOPS)

Uses computer terminal to assist customers in placing person to person, collect and credit card calls. Helps customers who need assistance in emergencies and those customers who are unable to dial their own calls. May have to determine rates on some calls.

O-3 (TSPS)

Same basic duties as TOPS Operator. In addition may take or place calls from foreign and international origin. Assists calls related to Centrex and PBX and other special switching arrangements. Assists customers with conference, marine, mobile and toll station calls.

COMPUTER OPERATOR - C.O.

Works under direct supervision.

CO-1 Able to operate computers, P.C.'s and printers. Interfaces with computer terminals for interrogation of job output. Knows system program operation and job control languages.

Able to operate printer interface equipment which accesses a central multi-processing computer system.

CO-2 Works under limited supervision. Same basic duties as CO-1 above. In addition is knowledgeable and proficient in operating a computer system, P.C. and the printing of information from them.

SUPPLY ATTENDANT - SU - AT

Move inventory, equipment and supplies by means of material handling equipment about the warehouse. Issue, receive and pre-load materials, supplies and equipment according to requisitions.

ENGINEERING FIELDER - E.F.

Performs detailed work on outside plant in regards to placement, rearrangement or removal of facilities. Prepare schematics and detailed sketches computing and compiling data required for preparation of plans or work orders.

FACILITIES ASSIGNER - F.A.

Equipment and Cable Assignment - Line Assigner

Assigns equipment and or cable pairs needed to complete a circuit or work order for field forces and central offices. Works with prepared drawings, work orders and information from field forces and central offices in maintaining, updating, and resolving discrepancies in assignment of equipment or cable pairs.

FACILITIES ASSIGNER I

Performs basically same tasks as Facilities Assigner via computer. Works mainly on complex and special circuits.

TECHNICIAN I

T-1 Works under direct supervision. Pull and terminate cable/wire associated with PBX, station and station key equipment.

T-1A Able to demonstrate pulling and terminating cable/wire associated with PBX, station and station key equipment. Work under limited supervision.

TECHNICIAN II

T-2 Works under limited supervision and demonstrates proficiency performing installation, testing and/or maintenance of various types of terminal and specialized communication equipment including station and key station equipment.

T-2A Certification

TECHNICIAN III

T-3 Demonstrates proficiency working under limited supervision. Perform installation, testing and/or maintenance of various types of terminal and communication equipment, including PBX and EPABX switches.

T-3A Certification

DATA AND TELETYPE TECHNICIAN

D-T 1 Works under direct supervision, installing and repairing teletype and data equipment. Makes necessary repairs to equipment as needed. Able to read circuit diagrams.

D-T 2 Works under limited or no supervision, installing and repairing teletype and data equipment. Proficient in using test equipment and circuit diagrams to determine location of trouble. Makes adjustments and repairs as needed on terminals, modems, multiplexors. Inspects and performs routine maintenance and testing on equipment.

CENTRAL OFFICE MAINTAINER

CE-1 Remove electronic and/or electro-mechanical components associated within a central office.

CE-2 Install, maintain, repair and/or remove electronic and/or electro-mechanical components including MDF associated with switching systems within a central office.

CABLE SPLICER

C-1 Cable Assistant Work under direct supervision. Can be trained and utilized in any of the C-2 functions. C-1 may be requested at the ratio of (1) C-1 to (2) C-2 and/or C-3*

*Upon completion of work assignment, the employer will provide to the Union an evaluation of C-1 skill level and performance in addition to schools and training provided.

C-2 Cable Splicer Demonstrates proficiency in any of the following and works under limited supervision: climbing, print ready - set up - rack and splice straight cable - transfer bond -mount and cut in terminals for both aerial and underground cable.

C-3 Journeyman Splicer Demonstrates proficiency in any of the following and works under limited supervision: climbing, print ready - set up - rack and splice straight cable transfer, repair, rearrange, bond, pressurize and test aerial and underground cable. Mount, cut in, repair terminals, cables, load coils, cases and carriers.

C-4 Journeyman Splicer - Fiber Optic Cables Same duties as C-3. In addition is skilled in splicing and repairing fiber optic cable.

PLANT CONSTRUCTION INSTALLER (LINEMAN)

L-1 Lineman Assistant Work under direct supervision and can be trained and utilized in any of the L-2 functions, L-1 may be requested at a ratio of (1) L-1 to (2) L-2.****Upon completion of work assignment, the employer will provide to the Union an evaluation of trainee's skill level and performance in addition to schools and training provided.

L-2 Lineman Place, move, rearrange, replace, connect, disconnect, transfer and remove aerial/underground plant and/or associated equipment.

The following titles do not have job duties and/or descriptions available at this time:

Garageman	Alarm Technician
Mechanic	Alarm System Technician
Truck Driver (Class A & B)	Sound Technician
Truck Driver (Class C)	Sound System Technician
Equipment Operator	

The Dispatcher shall, in the first instance and in accordance with the provisions of these Hiring Referral Dispatch Procedures, determine whether an individual is qualified to register and the category into which the individual shall be placed.

This determination will normally be based upon information or documents supplied by the individual. If any questions exist, the Dispatcher may call the individual's employers or make other investigation of the facts.

Should an individual disagree with the Dispatcher's determination, the individual must file a written request for the review of the disputed matter, within (30) days of the occurrence, with the Dispatch Office. The request shall be reviewed by two Union and two employer representatives and the individual may appear and present evidence. After review thereof, the joint panel shall make its decision, which shall be conclusive.

The Dispatcher shall provide all individuals who register for dispatch with a copy of these Hiring Referral Dispatch Procedures. Every individual registering for dispatch shall sign a written receipt for same.

To be eligible for dispatch, the individual must certify that he/she is "available for work". That is, the individual must contact the Dispatch Office, or be available by telephone, between the hours of 9:00 A.M. - 10:00 A.M. and 3:00 P.M. - 4:00 P.M., Monday through Friday, and be ready, willing and able to go to the job site and perform the work for which he/she is being dispatched.

Selection of individuals for dispatch to jobs shall be on a non-discriminatory basis and shall not be affected by race, color, creed, sex, marital status, age, national origin, religion, physical handicap, veteran status, or Union membership or non-membership. However, an individual who is not a member of Local 9400 and who registers for dispatch, shall be charged a service fee of \$30.00. This fee shall be payable prior to dispatch if the individual elects not to provide such fee through a Union dues authorization.

The service fee must be renewed after an individual has twice been dispatched or (30) days from the date the individual registers for dispatch, whichever comes sooner. The Dispatch Office shall maintain its registration lists so as to dispatch individuals in the following order of preference:

GROUP "A": Registered individuals who have recall or reinstatement rights under a collective bargaining agreement with an employer will be dispatched to that employer subject to the terms of said agreement.

GROUP "B": All other registered individuals. Dispatch within this group shall be on a "first registered, first dispatched" basis.

All registrants dispatched will be entitled to the pay, benefits, and conditions contained in the appropriate agreements in effect with that employer.

Appropriate notation shall be made opposite an individual's name when that name is called for dispatch. These notes shall reflect the efforts made to contact the individual, the date and time of dispatch, the job and classification to which the individual is dispatched, or the lack of availability or other reason why the individual was not dispatched. Failure to accept (2) job calls: either by refusal or by not being available, will result in rotation to the bottom of the list.

Should an individual disagree with the Dispatcher's determination, the individual must file a written request for the review of the disputed matter, within (30) days of the occurrence, with the Dispatch Office. The request shall be reviewed by two Union and two employer representatives and the individual may appear and present evidence. After review thereof, the joint panel shall make its decision, which shall be conclusive.

The employer retains the right to reject any individual dispatched on any basis not inconsistent with the terms of a collective bargaining agreement or proscribed by law. Other than as set forth herein, no fees shall be required as a condition of registration or dispatch.

NOTE: If you are currently employed, dispatching to other employment may be considered a violation of your employer's policies, thereby placing your employment at risk. It is your responsibility to investigate these policies before accepting dispatch.