

ARTICLES OF AGREEMENT

BETWEEN

COMMUNICATIONS WORKERS OF AMERICA

AND

PRAXIS OPTICAL NETWORKS INC.

This Agreement made and entered into this 1st day of January, 2007 by and between the **Communications Workers of America**, hereinafter referred to as the “**Union**” and **Praxis Optical Networks Inc.**, hereinafter referred to as the “**Company**”.

ARTICLE 1
RECOGNITION

Section 1. The Company hereby 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 terms and conditions of employment, for all of its employees performing work in classifications covered by this agreement as one bargaining unit but excluding those exempted in the Labor Management Relations Act of 1947, as amended.

Section 2. No new job classification will be created without the explicit approval of the Union.

Section 3. All bargaining unit work will be performed by CWA-represented employees.

ARTICLE 2

RESPONSIBLE UNION - COMPANY RELATIONSHIP

Section 1. The Company and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this Agreement. Each party shall bring to the attention of all employees in the units covered by this Agreement, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

Section 2. 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 3. When new or additional employees are needed in the bargaining unit, the Company shall notify the Union at least three (3) 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 preferential 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. The Company will provide an application and a copy of Appendix B of this contract to employees at the time lay off or termination.

Section 4. When new employees are hired, the Company shall notify the Union within seven (7) calendar days in writing, by mail, or e-mail of the date of hire of said employees, their assigned job classification and employee location, rate of pay and anticipated duration of employment. Any changes in the employee's classification, rate of pay or status after initial hire shall also be communicated in writing to the Union within seven (7) calendar days of such change, included shall be changes in status due to layoff, disability, leave of absence or discharge.

Section 5. 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 6. The Company will pay the cost of printing this contract and maintain a readily available copy at each company work location for use by employees. Company will provide each employee with a copy, upon request

ARTICLE 3
NON-DISCRIMINATION

Section 1. In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, marital status, sexual orientation, national origin or because the person is disabled, a special disabled veteran, a disabled veteran or a veteran of the Vietnam era.

Section 2. It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against employees in their right to join or assist, or refrain from joining or assisting any labor organization.

Section 3. The Companies shall not interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union.

ARTICLE 4
UNION SECURITY

Section 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 remain members in good standing and those who are not members on the effective date of this Agreement, not later than the 30th day following the effective date of the Agreement, shall 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 the effective date shall, not later than the 30th day following the beginning of such employment, become and remain members in good standing in the Union. A sample of the Union Membership Application is included in Appendix A of this Agreement.

ARTICLE 5
UNION STATUS AND RIGHTS

Section 1. Stewards - The Union will notify the Company in writing of the stewards and the Company shall recognize no others.

Section 2. Access - All authorized Union representatives shall have access to Company's premises to ascertain whether conditions of this Agreement are being observed.

Section 3. Administration - Those described in Sections 1 and 2 shall be permitted to transact Union business directly related to the administration of this Agreement on the Company's premises. A steward shall sustain no loss of pay while administering this Agreement.

Union stewards or one member of a negotiating committee shall not suffer a loss of pay while attending a 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 time worked.

Section 4. Bulletin Board - A suitable bulletin board or bulletin board space shall be provided at the Company's premises for the Union's exclusive use.

ARTICLE 6
DUES CHECKOFF

Section 1. The Company agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues, hereinafter referred to as “dues”, each payroll period and initiation fees from the pay of an employee, upon receipt of a dues deduction card, signed by such employee, and to pay over to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues deductions will begin as soon as possible after receipt of the signed authorization card in accordance with the Company’s normal payroll procedures. A sample of the Dues Deduction Authorization card is included in Appendix A of this Agreement.

Section 2. If, for any reason, the Company fails or is unable to make the authorized deduction from a paycheck in any payroll period, the Company will deduct the accumulated authorized deduction in an ensuing payroll period or periods the employee’s pay is sufficient. In case the accumulated amount exceeds the amount of authorized deductions, the deductions shall be made in an ensuing payroll period or periods at up to four (4) times the authorized amount until the accumulated amount is deducted.

If an employee’s pay remains insufficient to permit the deduction of the accumulated amount for more than three (3) consecutive months, no subsequent deduction will be made to make up the deficiency.

Any dues delinquency which accrues during such three—month period or any extension of such period while his pay would be insufficient to permit dues deductions shall not affect the employee’s status under the provisions of Article 4, Union Security, and he/she shall not be obligated thereafter to make up any such dues delinquency to maintain his status as an employee

under that Article. In the event that an employee's pay for the payroll period is insufficient to cover all authorized payroll deductions for the payroll period, deductions will be paid in the order determined by the Company.

Section 3. When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed if an individual on leave is placed on the payroll within fifty-three (53) weeks from the date the leave became effective. When the period of absence on leave exceeds fifty-three (53) weeks, the authorization shall be automatically canceled.

Section 4. When an employee who has authorized the Company to deduct Union dues is temporarily promoted or transferred to a non-bargained-for-position for a period of one (1) full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four (4) full weeks. However, such deduction shall not exceed the amount deducted immediately prior to the temporary promotion or transfer. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of Union dues shall be automatically suspended. Should the temporary promotion or transfer be terminated by return to a bargained—for-position within one (1) year of the date of such promotion or transfer, dues deductions shall be automatically reinstated without requiring a new authorization from the employee.

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

Section 5. The rate or amount of the dues deduction for all members, for any job title and

wage classification of members, or for a given Local may be changed by the Union notifying the Company in writing of the dues change. Following notice from the Union, such change in dues rate or amount will be deducted from future wage payments in accordance with the Company's regular payroll practice.

Section 6. The Company agrees to furnish the Union the following information about each employee covered by this agreement on a monthly basis on computer tape or in some other manner agreeable to both Company and Union: Social Security number, work location, payroll number, name, class of employee (i.e. RE - regular full time, RB - regular part time, TF - temporary full time, TP - temporary part time, CC - occasional, SH - schooling), Union Local number, authorized dues deduction, sex code, department code, title code, force add and loss code, hourly rate and base hours or weekly base wage, commissions (if applicable), net credited service date, residence address including zip code, birth date, amount of monthly dues deducted, amount of initiation fees deducted, amount of make-up dues deducted, amount of advance dues deducted, total amount of deductions for the month, or if no deduction was made, the reason for not making a deduction, and a change code indicating a change in any indicative data as previously reported by the Company in a prior month. The following information will also be provided: Company name, mailing address, contact person, and telephone number, dues month and year and dues deduction frequency (monthly, semi-monthly, biweekly or weekly)

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

ARTICLE 7
SENIORITY

Section 1. Seniority is defined as length of continuous service with the Company from date of hire or rehire following a break in continuous service.

Section 2. Seniority within a job classification shall determine the selection of hours of work, vacations, transfers and for training and leadperson positions .

Section 3. If a reduction in force is necessary, employees shall be laid off by inverse order of seniority. Stewards shall have super-seniority with respect to layoffs.

Section 4. Recall shall be by seniority and seniority shall accumulate during layoffs. To be eligible for recall, an employee must register with the CWA Local 9400 Hiring Referral Service within 30 calendar days of layoff date.

Section 5. A break in seniority shall occur only in cases of a voluntary quit by an employee, a discharge for just cause, failure to return to work after a leave of absence has expired, or failure to return to work after a recall from layoff.

Section 6. 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 no less than the minimum applicable rates of pay established in this agreement. Following such period, employees shall be considered permanent employees.

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 1. All questions, disputes, or grievances as to the interpretation or performance of the terms of this Agreement shall be subject to the grievance procedure.

Section 2. It is the intention of the parties that a sincere effort shall be made in each case to discuss and settle grievances promptly.

Section 3. The Company recognizes the right of the Union to investigate the circumstances surrounding any grievance and agrees to cooperate with the Union in any 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. A grievance submitted by the Union shall be processed pursuant to the following procedure.

The Union shall discuss the grievance with the Manager in an attempt to resolve the dispute. If the Union and the Manager are unable to resolve the dispute within thirty (30) calendar days after it has been presented, such grievance may be submitted to an impartial arbitrator in accordance with the following provisions.

The parties shall select a mutually agreeable and impartial arbitrator within thirty (30) days after submission. In the event they are unable to agree upon the selection of an arbitrator, the matter shall be referred to the American Arbitration Association within thirty (30) days. After the American Arbitration Association submits a list of arbitrators to the Union and the Company, they shall reply with their preferred selections no later than fifteen (15) days after receipt of such list.

The arbitrator shall not have the authority to amend or modify the expressed terms of this Agreement or establish new terms of this Agreement or conditions under this Agreement.

The arbitrator shall determine any question of arbitrability. Both parties agree to and accept the decision of the arbitrator as final and binding.

Section 4. The expense of the arbitration shall be borne equally by the Company and the Union. Each side shall bear its own expense with regard to presenting the case. Employees shall not be compensated for time spent in preparation for or attendance at an arbitration hearing.

Section 5. The time limits provided may be extended or waived only by agreement of the parties. The Company's failure to comply with the above stated time limitations shall deem the grievance be settled in the Union's favor. The Union's failure to comply with the above stated time limitations shall indicate that the Union has withdrawn the grievance.

Section 6. 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 representative in writing of the fact that such a grievance is being presented, and will give such Union representatives opportunity to be present during the presentation and adjustment of such grievances. Any settlement must not be in conflict with this Agreement.

ARTICLE 9
DISCIPLINE AND DISCHARGE

Section 1. No employee covered by this Agreement shall be suspended, demoted or discharged or otherwise disciplined except for just cause.

Section 2. The Company shall inform the appropriate Union representative within seven (7) days notice prior to the effective date of any suspension, demotion or discharge action.

Section 3. 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 4. The question of whether “just cause” exists for the discipline shall be subject to the grievance and arbitration procedure provided herein.

Section 5. No employee shall be subject to discipline for refusing to cross a lawful picket line that has been authorized or recognized by the Union.

ARTICLE 10
SUCCESSORSHIP

Section 1. This Agreement shall be binding upon the Union and the Company, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this Agreement. As a condition of the sale or other transfer of the business or any portion thereof covered by this Agreement, the Company shall require the transferee to assume and adopt the terms and conditions of this Agreement, and to continue to recognize the Union as the sole bargaining agent for the employees covered by this Agreement.

ARTICLE 11
CONTRACTING WORK

Section 1. There shall be no contracting or subcontracting of bargaining unit work unless mutually agreed to by the Company and the Union.

Section 2. The Company shall use Temporary, Term, and Occasional employees to meet workload requirements defined as follows:

A) Temporary Employees: Temporary employees are those engaged for a specific project or a limited period, with the definite understanding that their employment is to terminate upon the completion of the project or at the end of the period, and whose employment is expected to continue for more than three consecutive weeks but not for more than one year.

All temporary employees shall be advised of their employment status and all pertinent information related thereto at the time of their employment. Should the term of employment of a Temporary employee exceed one year, then the employee will be reclassified to a Term employee effective with the first day following the completion of one year.

The maximum term of employment for a Temporary employee who is reclassified to Term will be three (3) years from the date of hiring as a Temporary employee.

B) Term Employees: Term employees are those engaged for a specific project or limited period with the definite understanding that their employment is to terminate upon completion of the project or at the end of the period. Employment is expected to continue for more than one (1) year, but no more than three (3) years.

C) Occasional Employees: An Occasional Employee is one who is engaged on a daily basis for a period of not more than three (3) consecutive weeks, or for a cumulative total of not more than thirty (30) days, in any calendar year, regardless of the length of the daily or weekly assignments. An Occasional employee who actually works or is engaged to work in excess of three (3) consecutive weeks or thirty (30) days in a calendar year shall be reclassified as a Regular or Temporary, full-time or part-time employee as appropriate.

ARTICLE 12

WORKWEEK AND RATES OF PAY

Section 1. All regular employees will be assigned forty (40) hours of work per week. The regular assignments will not be in excess of eight (8) hours per day, five (5) consecutive days per week, Monday through Saturday inclusive.

Section 2. The normal hours of work shall begin between 7:00 a.m. and 9:00 a.m. with an appropriate lunch period.

Section 3. Eight (8) consecutive hours exclusive of meal periods shall constitute a tour.

Section 4. Two 15-minute relief periods will be granted during each tour of duty. An additional relief period of 15 minutes every two (2) hours after an eight (8) hour tour will also be granted at the employee's option.

Section 5. Meal periods shall be taken near the midpoint of tours. Whenever an employee is required to work or remain on Company premises subject to call throughout his/her meal period in addition to working the number of hours in his/her normal tour, the meal period shall be treated as working time and any resulting working time in excess of the number of hours in the normal tour shall be treated as overtime.

Section 6. If there is any conflict between equally qualified employees as to the choice of tours, senior employees shall be given their preference.

Section 7. Sunday shall be treated as a premium day and all time worked will be paid for at time and one-half the regular rate of pay irrespective of the number of hours worked during that week. The foregoing will not apply when changes in days or hours to be worked are made at the employee's request, with the approval of supervision..

Section 8. All employees will be paid at one and one-half (1-1/2) times the regular rates of pay for all time worked in excess of eight (8) hours in one working day or forty (40) hours in one week. The foregoing will not apply when changes in days or hours to be worked are made at the

employees request, with the approval of supervision..

Section 9. When an employee works overtime beyond and continuous with his/her regular tour, and such overtime extends to the start of his/her next regular tour, he may elect to:

- (a) Be excused all or part of his/her regular tour with pay; or
- (b) Work all or part of his/her regular tour at time and one-half (1-1/2) rate of pay.

Section 10. An employee who works on a holiday shall receive payment at the rate of time and one-half the hourly wage rate for hours worked. This shall be for the holidays provided in Article 16.

Section 11. When any portion of the tour of duty of an employee falls between 6:00 p.m. and 7:00 a.m., the Company shall increase by 10% the hourly wage rate paid to such employees for the entire tour. This article shall not apply in cases where a 4 day/10 hour workday is scheduled.

Section 12. Employees who are called into work shall be guaranteed at least four (4) hours pay at the rate set forth in Article 13 of this agreement. For purposes of this Article, hours of work shall include travel time to and from the job location.

Section 13. **Reporting Pay:** Employees will be paid a minimum of four (4) hours pay after reporting and being available for work at the normal starting time.

ARTICLE 13

WAGES

Section 1. Basic weekly wage rates of the various occupational classifications are included in Appendix A for employees in the bargaining unit in this geographic area:

Section 2. Effective April 1, 2009, all bargaining unit employees shall receive a general wage increase consistent with the COLA established for the previous 12 months until a new wage schedule can be established between the Communications Workers of America in negotiations with AT&T. At that time, the newly negotiated schedule will apply through the remainder of this contract

Section 3. All bargaining unit employees shall receive no less than the State of California Minimum Wage per hour during the term of this Agreement.

Section 4. When working outside the geographic area, area prevailing wage rates, defined as the top wage level negotiated by CWA in Telephone contracts in the geographic area in which the work will be performed shall be paid.

Section 5. The Company may give wage experience credit to an employee hired who has demonstrable experience or skills useful to the Company.

Section 6. A leadperson 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 7. An employee when acting as a leadperson shall receive a differential of ten percent

(10%) per day of his normal rate of pay.

ARTICLE 14
TRAVEL TIME, CONDITIONS AND EXPENSES

Section 1. The Company will designate a place for each employee as his/her permanent reporting location at the beginning of this contract, or at the time of his/her employment. This site will be one of the following and will not be changed without Union consent: (a) a customer site, or (b) a Company-owned or leased facility.

Section 2. Travel time spent by an employee in excess of miles of travel to and from the permanent reporting location shall be considered as working time.

Section 3. Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in traveling from one job assignment to another, or from one town to another, shall be considered as time worked.

Section 4. When an employee agrees to use his/her motor vehicle for Company use, he/she shall be compensated at the maximum applicable Federal allowance per mile for all mileage incurred to and from job site, as well as mileage accumulated during the day for work related **purposes**. Parking and tolls shall also be reimbursed.

Section 5. Board and Lodging Assignment:
An employee may be required to board and lodge during an assignment. The lodging will be provided by the Company and the employee will receive the current IRS designated per diem allowances for meals.

Section 6. Travel Expense:

When an employee is required to report to such a job site as above, the Company shall pay for the actual cost of the employee's transportation between his/her home and the job site at the start and completion of the assignment, and every third weekend of the assignments.

ARTICLE 15
VACATIONS

Section 1. Paid vacations shall be granted annually according to the following schedule and selected on the basis of seniority:

<u>Length of Service</u>	<u>Amount of Vacation</u>
6 months but less than 5 years	1 week

5 years but less than 10 years

2 weeks

10 years and above

3 weeks

In addition, the Company will observe the period between Christmas and New Years day as

Company-wide paid vacation time

Section :2. If an employee takes a vacation during a period which includes a holiday, the employee shall receive an extra day's vacation or pay in lieu of vacation at the employee's option.

ARTICLE 16
HOLIDAYS

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

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

Section 2. If a holiday occurs on a Sunday, the following Monday shall be designated as a holiday. If the holiday occurs on a Saturday, the previous Friday shall be designated as a holiday.

ARTICLE 17
LEAVE OF ABSENCE

Section 1. Sick leave shall be on a calendar year basis, from January 1 to December 31, inclusive. Employees will become eligible for 3 days sick leave with pay after he/she has been continuously employed by the Company for six (6) months. Subsequent to the first six months that establish eligibility, the employee shall accrue sick leave on the basis of one (1) day for every two (2) months for the remainder of the year.

Section 2. Any employee ordered to military duty shall be granted a leave of absence under the terms of the Universal Military Training and Selective Service Act.

Section 3. Leaves of absence with a guarantee of return for personal reasons may be granted.

Section 4. In the event of a death of any member of his or her immediate family, as hereinafter defined, any employee shall be granted a leave of absence, with pay, a minimum of four (4) days.

Section 5. For the purpose of this Agreement, the immediate family shall consist of wife, husband, children, parents, step-parents, grandparents, grandchildren, parents—in-law, brothers or sisters, or any other family relative living in the employee's household.

Section 7. The Company agrees that regular employees who are required by law to report for jury duty shall be excused for their entire tours during the period of jury service and shall be paid wages at their regular rate of pay for a period of time absent not to exceed 3 days. Any night employees serving on juries shall be released from work without loss of pay for a period of time absent not to exceed 3 days.

Section 8. Employees shall be given a reasonable amount of time off, with pay, to vote.

Section 9. Employees selected by the Union as full time Union Representatives shall be granted a leave of absence upon written application to the appropriate Company representative. Upon reinstatement from leave of absence the employee will be credited with seniority which shall accrue during such leave of absence.

ARTICLE 18
HEALTH AND WELFARE

Section 1. To be negotiated.

Section 2. The Company agrees to permit deductions for CWA Local 9400 Committee on Political Education (C.O.P.E.).

Section 3. The Company agrees to make payroll deductions for those employees who request to join the Building Trades Federal Credit Union and will remit those payroll deductions to the Treasurer of the Building Trades Federal Credit Union on a monthly basis. Payroll deductions must be in the Building Trades Federal Credit Union by the 7th calendar day of the month following the close of the month's business.

ARTICLE 19

TRAINING

Section 1. If the Company requires any employee to participate in training, the cost of such training shall be borne by the Company and the time spent by the employee selected for such training shall be considered working time.

Section 2. The Union may assist the Company in training bargaining unit employees.

ARTICLE 20
HEALTH AND SAFETY

Section 1. 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 2. The Company agrees that protective devices to safeguard the health of employees and protect employees from injury will be provided.

Section 3. The parties agree that a joint safety committee, comprised of an equal number of union and management representatives, may meet to discuss and recommend safety programs and procedures. The Company shall appoint the management representative and the Union shall appoint the union representative.

Section 4. No employee shall be required to work in an area that may be hazardous to his/her health or safety.

ARTICLE 21
SEPARABILITY

Section 1. Should any part hereof or any provision(s) herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. If any provision(s) are declared to be in conflict with the law, the parties agree to meet within a reasonable period of time to negotiate a substitute provision(s)

ARTICLE 22
SEVERANCE PAY

Section 1. In the event of permanent layoff, each employee with more than one year of continuous service with the Company so laid off, shall receive severance pay at the rate of two (2) weeks pay for each full year of continuous service, but not to exceed 2 months. Such payment shall be based on the employee's authorized hourly wage rate in effect at the time he/she is laid off.

Section 2. If an employee who has received severance pay is rehired and the period since the date of his/her layoff is less than the period for which he/she has received severance pay, the amount paid to the employee in excess of the period of his/her actual layoff shall be considered as an advance to him/her by the Company and repayment shall be made through payroll deductions at the rate of 10% of the basic weekly wage until the amount is fully repaid; and as a condition of re-employment the employee either before, at, or subsequent to the time he/she returns to the payroll, shall, upon the Company's demand, execute any and all documents that may be necessary, desirable or proper to effectuate this provision.

Section 3. In the event an employee, who is laid off, is rehired within a two (2) year period, his/her severance rights shall be re-established on the basis of his record of continuous service, provided, however, that in the event of subsequent layoff, the severance pay to which he/she is entitled shall be subject to a deduction equal to the amount of any severance pay previously received and for which the Company was not reimbursed.

Section 4. An employee who resigns, is retired with pension, or is discharged or otherwise dropped for cause, shall not be entitled to severance pay. An employee who is retired on account of age, but does not qualify for pension, shall be entitled to severance pay.

Section 5. Severance pay coverage will only apply to full time employees, shall be in addition to all other payments in which the laid off employee is entitled, and will be paid at the time of the layoff.

ARTICLE 23

EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of January 1, 2007 and shall remain in effect for an initial period of THREE (3) years to and including January 1, 2010 and shall continue in effect thereafter until terminated by written notice given by the Union or Company expressly stating its intention to terminate this Agreement, in which case shall terminate sixty (60) days following receipt of such notice. Within thirty (30) days of the receipt of such notice to terminate this Agreement, the Union and the Company shall commence collective bargaining with respect to a new agreement.

Section 2. The Union or the Company may terminate this Agreement as specified above, the Union or Company may, not earlier than sixty (60) days prior to the end of the initial period, request in writing negotiations on modifications or amendments to this Agreement. If such written request is made, the parties shall negotiate on modifications and amendments as proposed by the Union and this Agreement will continue in effect unless replaced by a new or amended Agreement or until terminated by either party giving sixty (60) days written notice of termination to the other party.

APPENDIX A

Wage Schedule 8										
Wire and Cable Specialist										
Effective April 2006					Effective April 2007					
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada	
1	342.50	335.50	327.50	320.50	1	350.00	343.00	335.00	327.50	
2	381.00	373.00	364.00	356.00	2	389.50	381.50	372.00	364.00	
3	423.50	414.50	404.50	396.00	3	433.00	424.00	413.50	405.00	
4	471.00	461.50	450.00	440.00	4	481.50	472.00	460.00	450.00	
5	524.00	513.00	500.50	489.50	5	536.00	524.50	512.00	500.50	
6	582.00	570.50	556.00	545.00	6	595.00	583.50	568.50	557.50	
7	647.50	634.50	618.00	606.00	7	662.00	649.00	632.00	619.50	
8	719.50	705.50	688.00	673.50	8	735.50	721.50	703.50	688.50	
9	800.50	784.50	764.50	749.50	9	818.50	802.00	781.50	766.50	
10	889.50	873.50	850.00	833.00	10	909.50	893.00	869.00	851.50	
11	989.50	970.50	945.00	926.00	11	1012.00	992.50	966.50	947.00	
Effective April 2008*										
Step#	Zone E	Zone F	Zone G	Nevada	*2008 Increase and Payment					
1	358.00	350.50	342.50	335.00	<p>The amount of the April 6, 2008 adjustment shall be 0.7 times the increase above two and one-quarter percent (2.25%) in the US Department of Labor Bureau of Labor Statistics "CPI-W" (1982-84=100) for December 2007 over December 2006. It will be applied t</p>					
2	398.50	390.00	380.50	372.00						
3	442.50	433.50	423.00	414.00						
4	492.50	482.50	470.50	460.00						
5	548.00	536.50	523.50	512.00						
6	608.50	596.50	581.50	570.00						
7	677.00	663.50	646.00	633.50						
8	752.00	737.50	719.50	704.00						
9	837.00	820.00	799.00	783.50						
10	930.00	913.00	888.50	870.50						
11	1035.00	1015.00	988.00	968.50						

Wage Schedule 9									
Terminal Splicing Technician									
Effective April 2006					Effective April 2007				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	346.00	339.50	331.00	325.00	1	354.00	347.00	338.50	332.50
2	384.50	377.00	368.50	362.00	2	393.00	385.50	377.00	370.00
3	428.00	419.50	409.00	402.00	3	437.50	429.00	418.00	411.00
4	476.00	466.00	455.50	447.00	4	486.50	476.50	465.50	457.00
5	529.00	518.50	506.50	497.50	5	541.00	530.00	518.00	508.50
6	588.50	576.50	563.00	552.50	6	601.50	589.50	575.50	565.00
7	653.70	641.00	626.00	614.50	7	668.00	655.50	640.00	628.50
8	727.00	713.00	696.00	683.50	8	743.50	729.00	711.50	699.00
9	808.00	793.00	774.00	759.00	9	826.00	811.00	791.50	776.00
10	899.00	881.50	860.50	844.50	10	919.00	901.50	880.00	863.50
11	999.50	980.50	957.50	939.00	11	1022.00	1002.50	979.00	960.00
Effective April 2008*									
Step#	Zone E	Zone F	Zone G	Nevada	*2008 Increase and Payment				
1	362.00	355.00	346.00	340.00	<p>The amount of the April 6, 2008 adjustment shall be 0.7 times the increase above two and one-quarter percent (2.25%) in the US Department of Labor Bureau of Labor Statistics "CPI-W" (1982-84=100) for December 2007 over December 2006. It will be applied t</p>				
2	402.00	394.00	385.50	378.50					
3	447.50	438.50	427.50	420.00					
4	497.50	487.00	476.00	467.50					
5	553.00	542.00	529.50	520.00					
6	615.00	603.00	588.50	577.50					
7	683.00	670.00	654.50	642.50					
8	760.00	745.50	727.50	714.50					
9	844.50	829.00	809.50	793.50					
10	939.50	922.00	900.00	883.00					
11	1045.00	1025.00	1001.00	981.50					

**Wage Schedule
11
Outside Plant Technician**

Effective April 2006					Effective April 2007				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	407.50	400.50	390.00	382.50	1	416.50	409.50	399.00	391.00
2	453.50	445.50	433.00	425.50	2	463.50	455.50	442.50	435.00
3	504.50	495.00	482.00	473.50	3	516.00	506.00	493.00	484.00
4	560.50	550.50	536.00	526.50	4	573.00	563.00	548.00	538.50
5	623.50	612.00	595.00	585.00	5	637.50	626.00	608.50	598.00
6	693.50	680.00	662.50	650.50	6	709.00	695.50	677.50	665.00
7	771.50	757.00	736.00	723.00	7	789.00	774.00	752.50	739.50
8	857.50	841.50	819.00	804.00	8	877.00	860.50	837.50	822.00
9	953.50	936.50	910.00	894.50	9	975.00	957.50	930.50	914.50
10	1,060.00	1,041.00	1,012.00	993.50	10	1,084.00	1,064.50	1,035.00	1,016.00
11	1,179.00	1,157.00	1,126.00	1,105.50	11	1,205.50	1,183.00	1,151.50	1,130.50

Effective April 2008*

Step#	Zone E	Zone F	Zone G	Nevada	*2008 Increase and Payment
1	426.00	418.50	408.00	400.00	<div style="border: 1px solid black; padding: 10px;"> <p>The amount of the April 6, 2008 adjustment shall be 0.7 times the increase above two and one-quarter percent (2.25%) in the US Department of Labor Bureau of Labor Statistics "CPI-W" (1982-84=100) for December 2007 over December 2006. It will be applied to the scheduled rates in effect in each Wage Schedule on April 5, 2008</p> </div>
2	474.00	465.50	452.50	445.00	
3	527.50	517.50	504.00	495.00	
4	586.00	575.50	560.50	550.50	
5	652.00	640.00	622.00	611.50	
6	725.00	711.00	692.50	680.00	
7	807.00	791.50	769.50	756.00	
8	896.50	880.00	856.50	840.50	
9	997.00	979.00	951.50	935.00	
10	1,108.50	1,088.50	1,058.50	1,039.00	
11	1,232.50	1,209.50	1,177.50	1,156.00	

**Wage Schedule
12
Senior Splicing Technician**

Effective April 2006					Effective April 2007				
Step#	Zone E	Zone F	Zone G	Nevada	Step#	Zone E	Zone F	Zone G	Nevada
1	423.00	414.00	403.00	394.50	1	432.50	423.50	412.00	403.50
2	470.00	460.50	448.00	438.50	2	480.50	471.00	458.00	448.50
3	523.50	512.00	498.50	487.50	3	535.50	523.50	509.50	498.50
4	581.50	569.50	554.00	542.50	4	594.50	582.50	566.50	554.50
5	646.50	633.50	616.00	603.50	5	661.00	648.00	630.00	617.00
6	718.50	704.00	685.50	671.50	6	734.50	720.00	701.00	686.50
7	799.00	782.50	761.50	746.50	7	817.00	800.00	778.50	763.50
8	888.00	870.50	847.00	831.00	8	908.00	890.00	866.00	849.50
9	988.00	968.00	942.00	923.00	9	1,010.00	990.00	963.00	944.00
10	1,098.50	1,076.50	1,047.50	1,027.00	10	1,123.00	1,100.50	1,071.00	1,050.00
11	1,222.00	1,197.50	1,164.50	1,142.50	11	1,249.50	1,224.00	1,190.50	1,168.00

Effective April 2008*

Step#	Zone E	Zone F	Zone G	Nevada	*2008 Increase and Payment
1	442.00	433.00	421.50	412.50	<div style="border: 1px solid black; padding: 10px;"> <p>The amount of the April 6, 2008 adjustment shall be 0.7 times the increase above two and one-quarter percent (2.25%) in the US Department of Labor Bureau of Labor Statistics "CPI-W" (1982-84=100) for December 2007 over December 2006. It will be applied to the scheduled rates in effect in each Wage Schedule on April 5, 2008</p> </div>
2	491.50	481.50	468.50	458.50	
3	547.50	535.50	521.00	509.50	
4	608.00	595.50	579.00	567.00	
5	676.00	662.50	644.00	631.00	
6	751.00	736.00	717.00	702.00	
7	835.50	818.00	796.00	780.50	
8	928.50	910.00	885.50	868.50	
9	1,032.50	1,012.50	984.50	965.00	
10	1,148.50	1,125.50	1,095.00	1,073.50	
11	1,277.50	1,251.50	1,217.50	1,194.50	

CLASSIFICATION OF EXCHANGES BY AREA

ZONE E

SOUTHERN CALIFORNIA

Beverly Hills	Lomita	San Pedro
El Segundo	Hawthorne	Torrance
Compton	Inglewood	
Culver City	Los Angeles	

NORTHERN CALIFORNIA

Campbell	Mountain View	San Francisco
East Bay	Pacifica	San Jose
Half Moon Bay	Palo Alto	San Mateo
Los Altos	Redwood City	South San Francisco
Millbrae	San Carlos-Belmont	

ZONE F

SOUTHERN CALIFORNIA

Agoura	Fullerton	Rancho Penasquitos
Alhambra	Garden Grove	Rancho Santa Fe
Anaheim	Glendale	Reseda
Arcadia	Irvine	Saddleback Valley
Arrowhead	La Jolla	San Diego
Azusa	La Mesa	San Marcos
Brea	Lancaster	Santa Ana
Buena Park	Long Beach	Santa Clarita Valley
Burbank	Montebello	Santa Maria
Canoga Park	National City	Santa Monica
Capistrano Valley	Newhall	Simi
Chula Vista	Newport Beach	Temecula
Coronado	North Hollywood	Thousand Oaks
Cypress	Northridge	Trabuco
Del Mar	Oceanside	Valley Center
Diamond Bar	Orange	Van Nuys
Downey	Palmdale	Vista
El Cajon	Pasadena	Whittier
El Monte	Placentia	Yorba Linda
Encinitas	Poway	Yermo
Escondido	Ramona	
Fallbrook	Rancho Bernardo	

ZONE F

NORTHERN CALIFORNIA

Antioch	Hayward	Point Reyes
Belvedere	Ignacio	Richmond-El Sobrante
Bishop Ranch	Lafayette	Rodeo
Concord	Livermore	San Martin
Corte Madera	Martinez	San Rafael
Crockett	Mill Valley	Sausalito
Danville	Moraga	Stinson Beach-Bolinas
Dublin	Orinda	Walnut Creek
East Contra Costa	Pittsburg	
Fremont-Newark		

ZONE G

SOUTHERN CALIFORNIA

Arlington	Fontana	Rialto
Baker	Highland	Riverside
Banning	Holtville	San Bernardino
Barstow	Indio	Santa Barbara
Blythe	Julian	San Ysidro
Borrego	Mira Loma	Saticoy
Brawley	Moorpark	Twentynine Palms
Calexico	Ojai	Ventura
Colton	Oxnard	Ventura Eas
Corona	Palm Springs	Victorville
El Centro	Pine Valley	Woodcrest
Fillmore	Pomona	

ZONE G

NORTHERN CALIFORNIA

Anderson	Fresno	Portola
Angels Camp	Galt	Quincy
Aptos	Grass Valley	Red Bluff
Arcata	Gridley	Redding
Arroyo Grande	Guerneville	Rio Linda
Arvin	Hanford	Sacramento
Atascadero	Healdsburg	Salinas
Atwater	Hollister	San Andreas
Auburn	Jackson	San Luis Obispo
Bakersfield	King City	St. Helena
Beale Air Force Base	Lakeport	Santa Cruz
Calistoga	Lemoore	Santa Rosa
Castroville	Lincoln	Sebastopol
Camino-Pollock Pines	Lockeford	Selma
Carmel	Lodi	Sonoma
Central Valley	Los Banos	Sonora
Chico	Lower Lake	South Placer
Chowchilla	Madera	South Tahoe
Cloverdale	Marysville	Stockton
Clovis	Merced	Susanville
Coalinga	Middletown	Taft
Corning	Modesto	Tehachapi
Cottonwood	Mojave	Tracy
Davis	Monterey	Truckee
Delano	Morro Bay	Tulare
Dinuba	Mt. Shasta	Turlock
Dixon	Napa	Ukiah
Downieville	Newman	Vacaville
Dunnigan	Nimbus	Vallejo
Dunsmuir	North Tahoe	Visalia
Edwards	Oakdale	Wasco
Elk	Orland	Watsonville
Eureka	Orville	Weed
Fairfield-Suisun	Paradise	Willits
Fair Oaks	Paso Robles	Willows
Felton	Petaluma	Windsor
Firebaugh	Placerville	Woodland
Folsom	Point Arena	Yosemite
Forestville	Porterville	Yountville
Fort Bragg	Portola	Yreka
Fortuna		

NEVADA

Beatty
Carson City
Crystal Bay
Austin
Battle Mountain
Elko
Ely

Hawthorne
Indian Springs
Las Vegas
Empire/Gerlach
Fernley
Lovelock
Orovada

Schurz
Tonopah
Virginia City
Pahrump
Reno
Winnemucca

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:

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.

APPENDIX C
UNION MEMBERSHIP APPLICATION
DUES DEDUCTION AUTHORIZATION
(Sample)

This Agreement is entered into this 15th day of December, 2006

Communications Workers of America

Praxis Optical Networks Inc.
Robert Volker

Date

Date

Date

Date

Date

Date

Date

Date