

## **PREAMBLE**

This Agreement made and entered into this **14<sup>th</sup> day of November, 2006** by and between the **Communications Workers of America**, hereinafter referred to as the "**Union**" and **T and D Communications, Inc.**, hereinafter referred to as the "**Company**".

## **ARTICLE 1**

### **RECOGNITION**

It is agreed that the Company hereby recognizes the Union as the exclusive collective bargaining with respect to rates of pay, wages and 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.

## **ARTICLE 2**

### **JURISDICTION**

The work covered by this Agreement shall include all, but not limited to, work in connection with the installation, maintenance, service and testing of all apparatus and interconnecting cables, including fiber optics and/or ethereal aid associated with systems utilizing the transmission and/or transference of voice, sound, video, digital and any other type of signals for commercial, educational, security and entertainment purposes, including but not limited to the following: access systems, alarm, monitoring and surveillance, background-foreground music, clocks, computerized systems, drive-through food systems, energy management systems, fire, life safety and support systems, fuel management systems, gas protection and detection systems, instrumentation systems, intercom and telephone interconnect, inventory control systems, light optics systems, microwave transmission, multi media, multiplex, nurse call systems, professional entertainment systems, radio page, school intercom and sound, sound masking, sound reinforcement systems, cabling, teleconference and satellite, television systems, theater and board room control systems and video systems within the United States of America. No employee covered by this agreement, shall, while employed by the Company stated in the Preamble of this agreement, shall engage in work, as set forth in this Article, other than that work assigned to the employee by the Company, except in an emergency to preserve life or property.

## **ARTICLE 3**

### **UNION SECURITY/DUES CHECKOFF**

It shall be a condition of employment that all employees of the Company covered by this Agreement shall remain members in good standing, and all persons hereinafter employed under this Agreement shall on the seventh (7th) calendar day following the beginning of their employment become and thereafter remain members in good standing in the Union.

The Company, upon written request of the Union, shall discharge any employee, within three (3) working days after receipt of such notice, who fails to tender the periodic dues, assessments and initiation fees uniformly required by the Union as a condition acquiring or retaining membership in the Union. If the Union has notified the Company in writing prior to the expiration of the three (3) days that the employee has paid the amounts owing, the discharge shall not take place.

The Company agrees to deduct and forward to the Secretary-Treasurer of the Union, upon receipt of a voluntary written authorization, the working dues from the pay of each union member. The amount to be deducted shall be the amount specified by the Secretary-Treasurer of the Union.

#### **ARTICLE 4**

##### **MANAGEMENT RIGHTS**

The Union recognizes and understands that the Company is responsible to perform the work in accordance with the specifications, orders and/or contract with the owner or other party requiring the Company's service. The Company shall therefore have no restrictions in planning, directing and controlling the operation of all this work in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job, in determining the need and number of employees as well as the person who will act as foremen, in requiring all employees to observe the Company's and/or owner's rules and regulations and all other such management prerogatives not inconsistent with this Agreement.

#### **ARTICLE 5**

##### **CONTRACTING & SUB-CONTRACTING**

There shall be no contracting or sub-contracting of bargaining unit work **as described in Article 2 unless such work is** performed by CWA represented employees.

No new job classifications will be created without the explicit approval of the Union.

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, **as defined in Article 2 of this Agreement**, 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.

#### **ARTICLE 6**

##### **NO STRIKE/NO LOCKOUT**

###### **Section 1**

During the term of this Agreement, there shall be no stoppage, slowdown or disruption of work either by strike or lockout because of any dispute over matters relating to this Agreement. All such matters shall be considered arbitral and shall be settled in accordance with the grievance and arbitration procedures set forth herein.

**Section 2**

This Article or Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and lawful, provided reasonable notice is afforded the Company of the Union's intention to do so.

**ARTICLE 7**

**NON-DISCRIMINATION**

**Section 1**

There shall be no discrimination of any kind against any employee within the bargaining unit covered by this Agreement because of race, color, religion, creed, national origin, age (as prohibited by the Age Discrimination Employment Act of 1967), sex, personal beliefs, union membership and union activity. The Union and the Company agree to effect all equal employment opportunity-affirmative action requirements to which the Company is or may become subject by law including but not limited to the Americans with Disabilities Act, but such actions by the Company and the Union shall not be in conflict with this agreement.

**Section 2**

Whenever in this agreement employees are referred to in any particular gender, it will be recognized as pertaining to both male and female persons.

**ARTICLE 8**

**PROBLEM RESOLUTION PROCEDURES**

**Section 1**

The Company and the Union agree that timely interaction on issues can eliminate the cause for most grievances. While management maintains the right and responsibility to make decisions which affect the business, the Union and the Company will endeavor to jointly evaluate and plan proposed actions that affect the employees.

**Section 2      **Communications & Problem Solving****

We must initiate communication to prevent problems as most problems can be prevented through timely, open and honest communication.

- A.      When operational changes are being considered in a work area that will significantly affect the working conditions of one or more employees, the manager will communicate these anticipated changes and the reasons for them to the appropriate union representative and solicit any input to improve the effectiveness for all concerned. Subsequently, where agreement is reached, communication to the employees will be conducted jointly by the manager and the union representative.

- B. When an employee is trending toward disciplinary action for job performance, for example, attendance, quality, quantity, etc., management will normally involve the Union and solicit its input and assistance. The manager and the union representative will work jointly to identify and eliminate the cause for the employee's problem to prevent it from recurring
- C. When a union representative identifies an issue or dispute in the work area, he or she will interact with the appropriate manager in the work area. An effort should be made, by both parties, to resolve the problem.

## **ARTICLE 9**

### **UNION REPRESENTATION**

#### **Section 1 Request for Union Representation**

The Company shall release and pay the appropriate union representatives who are required by the Problem Resolution Procedures or for the purposes of this Article.

- A. At any meeting between a management representative and an employee in which a formal level of discipline is to be announced, or an investigatory interview where the employee may have a reasonable basis to expect that disciplinary action may result, a union representative shall be present; if the employee requests.
- B) When the employee requests such Union representation or when the employee is called to any meeting involving discipline or an investigatory interview, the following shall occur:
  - 1. The employee shall be informed of the subject of the meeting at any formal level of discipline or investigatory interview prior to the meeting.
  - 2. The union representative and the employee shall be allowed a reasonable period of time to consult prior to the meeting, if requested.

## **ARTICLE 10**

### **GRIEVANCE & ARBITRATION**

#### **Section 1**

Grievance, as used in this Agreement, pertains to a complaint which involves the interpretation or application of, or compliance with, the provisions of this Agreement, including disputes as to whether a matter is a proper subject to the grievance procedure; complaint as used in the Agreement shall be interpreted to mean a request or complaint. Day, as used in this Article, shall mean a normal work day, but shall not include any Saturday, Sunday or Holiday.

#### **Section 2**

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 3**

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

#### **Section 4**

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.

#### **Section 5**

Complaints or grievances shall be adjusted as follows:

- Step #1: The grievance or complaint may be taken up orally by the parties involved within ten (10) days after the day the aggrieved party becomes, or reasonably should have become, aware of the grievance or complaint.
- Step #2: If the oral grievance or complaint is not adjusted or settled by the end of the third (3) working day, then it may be taken to the next step by being reduced to writing and having copies of the writing delivered to the Company and the Local Union President within thirty (30) days following the date the oral grievance or complaint was taken up. Within thirty (30) days after the day of submission of the written grievance or complaint, representatives of the Company and Union shall convene to attempt to adjust and settle the grievance or complaint.
- Step #3: If the written grievance or complaint is not adjusted and settled at Step #2 or within thirty (30) days of presentation of Step #2, then the Union may take the grievance or complaint to arbitration.

#### **Section 6**

If arbitration is chosen, the Company and Union shall meet to attempt to reach an agreement on an arbitrator. The arbitration shall be conducted according to the rules of the American Arbitration Association. Refusal of either party to join in selecting an arbitrator shall constitute a default arbitral award. The arbitrator shall have no authority to add to, alter or amend the terms of this Agreement. The award of the arbitrator shall be final and binding upon both parties. The cost of the arbitration and the compensation and expenses of the arbitrator shall be divided equally between the Company and the Union, but each party shall pay for presenting its own case.

#### **Section 7**

The following procedure shall be applicable only for grievances or complaints concerning discharges and suspensions:

- A. In all cases of suspension or discharge Step #1 of the Grievance Procedure shall not be applicable. Should the Union desire to grieve the suspension or discharge, the Union shall be required to submit a written grievance at Step #2 of the Grievance Procedure within fifteen (15) days of the date of discharge or suspension.
- B. If the written grievance or complaint is not adjusted or settled at Step #2, the Union may take the grievance or complaint to arbitration.

C. If arbitration is chosen, the provisions of Section 6 above shall be applicable, with the following additions:

1. The arbitrator shall have the authority to order or deny reinstatement of any employee with or without back pay and/or legal interest. In the event there is any award of back pay, any earnings by the employee and any unemployment compensation insurance collected by the employee during their period of unemployment shall be offset and deducted from the award.
2. The American Arbitration Association shall provide the parties with one (1) list of seven (7) persons eligible to serve as arbitrators. Within fourteen (14) days after receipt of the list, the parties shall meet for the purpose of selection of the arbitrator. The selection process shall be determined by an alternate striking of names from the list, with the Union proceeding first. The hearing shall be held on a date mutually convenient to the parties within twenty-one (21) days after the selection of the arbitrator. Refusal or failure of either party to appear at the hearing without reasonable justification shall require the arbitrator to proceed with the hearing on an ex-parte basis and the arbitrator shall render his decision based solely on the evidence presented at the hearing.
3. The parties agree that no post-hearing briefs may be submitted. The arbitrator shall render all oral bench decisions to the parties within forty-eight (48) hours after the close of the hearing and shall, in addition, submit a written decision and award within ten (10) calendar days thereafter.
4. All matters of arbitrariness or disputes between the parties regarding the arbitrariness of a case shall be heard before the same arbitrator who simultaneously shall hear the merits of the case as well. There shall be no separate hearing of the arbitrariness of a case before a second arbitrator. Refusal by either party to hear the arbitrariness of a case simultaneously with the merits of case before the same arbitrator shall permit the other party and the arbitrator to hear the case on an ex-parte basis and shall require the arbitrator to issue a default arbitral award.
5. The parties agree the award of the arbitrator in all matters shall be final and binding and shall not be appealed to the court provided the arbitrator has not added to, altered or amended the terms of this Agreement.

### **Section 8**

The time limits provided in this Article may be extended by mutual agreement of the parties. The Company shall submit written responses in each step of the grievance procedure. If the grievance is not answered by the Company in writing within the time limits of each step, it shall be deemed to have been settled in favor of the grievance. If the Union fails to abide by the prescribed time limits herein or does not submit the grievance in writing within such time limits, the grievance shall be waived and no further action may be had hereon.

### **Section 9**

Temporary employees and probationary employees shall have access to the grievance procedure as described in this Article, up to and including Step #2. Grievances of said temporary and probationary employee, however, shall not be subject to arbitration.

## **ARTICLE 11**

### **PROGRESSIVE DISCIPLINE**

#### **Section 1**

As provided for in Article 9 of this Agreement, upon the request of the employee, a Union representative shall be present during an investigatory interview where the Company has notified the employee that some form of formal discipline may result; furthermore, an employee, or group of employees, shall have a Union representative present during a formal disciplinary interview.

#### **Section 2**

The Company agrees to recognize and abide by the practice of progressive discipline, in dealing with its employees. The employer agrees that except in the case of serious offenses, the Company shall give an employee one oral warning and one written warning prior to discharge. The Company agrees to provide the Union with two (2) days notice prior to the discharge of an employee for disciplinary reasons. The Company shall have the right to discharge an employee for "just"-cause". The question of "just cause" shall be subject to Article 10 of this agreement except in cases involving physical violence. The question of "just cause" shall not prevent the Company from immediately removing an employee from a customer site or Company premises for violations of Company policies, work rules physical violence, or for suspected violations of currently established state or federal criminal laws.

#### **Section 3**

Notification of verbal warnings and copies of written warnings shall be given to the employee and the appropriate Union representative. Warnings shall be considered active for a period of twelve-(12) full months from date of issue, provided the employee has not received an additional warning within the twelve (12) months for the same offense.

## **ARTICLE 12**

### **RESPONSIBLE UNION-COMPANY RELATIONSHIP**

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.

## ARTICLE 13

### NEW/TEMPORARY EMPLOYEES

#### **Section 1**      **New Employee**

When new or additional bargaining unit employees are needed, the Company shall notify the Union of the number of such employees required and the Union shall have equal opportunity with all other sources to refer suitable applicants for the vacancies to be filled. The Company shall be the sole judge of any applicant's qualifications and shall reserve the right to hire or reject any applicant for employment referred by the Union or referred by any other source. When new or additional bargaining unit employees are hired under the terms of this Agreement, the Company shall, within seven (7) calendar days from the date of hire, notify the Union of the name or names, social security numbers(s), employee's/employees' mailing address(es) and telephone number(s) of all persons so hired.

#### **Section 2**      **Temporary Employees**

Temporary employees are those employees hired for a specific project, or a "limited" period of time, with a clear and definite understanding that their employment with the Company is subject to termination upon completion of the project, or at the end of the "limited" period of time as specified at the time they were hired.

Unless jointly agreed upon by both the Union and the Company, no employee hired under the "temporary" classification can remain in the "temporary" classification for a period of more than six (6) consecutive months.

Unless jointly agreed upon by both the Union and the Company no "regular" employee shall suffer a loss of hours, to an equally or less qualified "temporary" employee while the Company has "temporary" employees on it's payroll.

"Temporary" employees shall not accrue nor be paid for seniority, vacation time, bereavement time, holiday pay, or other benefits provided by the Company except:

"Temporary" employees shall receive the following wages and benefits:

- A.      Effective the date of signing of this agreement a minimum hourly wage according to the skill level and classification they are placed in and according to addendum A of this agreement.
- B.      Holiday pay after ninety (90) days of continuous employment, as set forth in Article 20, of this agreement

Any "temporary" employee, who transitions from the "temporary" employee classification to a "regular" employee classification, will upon the transition become eligible to receive the following benefits:

- A.      Vacation accrual from their "temporary" classification hire date.

- B. Begin to accrue seniority from their last date of hire.
- C. Health & Welfare benefits, as per Article 28. However, if the employee has already been employed for a period of ninety (90) or more consecutive days, the employee will be eligible for the benefit on the first (1st) day of the month following the month in which the transition occurs, or as provided for in the eligibility requirements of the institution supplying the benefit.
- D. All other benefits normally afforded to "regular" employees.

## **ARTICLE 14**

### **UNION ACCESS**

Representatives of the Union shall be allowed access to any shop or job site at any reasonable time where employees are employed under the terms of this Agreement, provided such representative first reports to the responsible management employee.

## **ARTICLE 15**

### **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.

#### **Section 4**

The Company shall appoint the management representative and the Union shall appoint the union representative. No employee shall be required to work in an area that may be hazardous to their health or safety.

## **ARTICLE 16**

### **UNIFORMS/TOOLS**

#### **Section 1      Uniforms**

When the Company requires that the employee wear identical clothing as to style and fashion (company logo wear) the Company shall furnish same. If worn, damaged or lost the company will provide replacement garments. Employees are responsible for cleaning/washing.

## **Section 2      Tools**

Employees under this Agreement shall not be required to furnish power or special tools or test equipment. Employees shall not use the Company's property such as tools, parts, test equipment and transportation for other than the Company's business, except as may herein be provided. If any employee, through negligence, damages, destroys or loses the Company's tools or equipment, the employee may be obligated to repair, replace or compensate the Company for such loss or damages sustained.

## **ARTICLE 17**

### **SENIORITY**

#### **Section 1**

The term seniority as used in this Article and elsewhere in this Agreement has the same meaning and application as does the term length of continuous service. Calculation of continuous service shall begin from the date of first employment with the Company or reemployment following a break in continuous service. Seniority shall apply with regard to advancement or promotion, protection from layoff, recall from layoff, vacation and benefits as spelled out in the Agreement. It shall be the responsibility of the employee to keep the Company informed of their current address and telephone number and to notify the Company at once, in writing, of any change of address or telephone number.

#### **Section 2**

Continuous Service shall be broken and be lost in cases of:

- A. Discharge for "just" cause;
- B. Voluntary quit;
- C. Twelve (12) or more consecutive months of layoff or inability other than work connected disability, to report to work;
- D. Failure of an employee to notify the Company within three (3) days from the date of receipt of certified mail from the Company to return to work to a job identical or equal to that held previously by the employee, providing the employee may then take up to ten (10) days from receipt of such notice to actually return to work.
- E. Failure to return from leave of absence in the agreed upon time frames, in writing, established at the time the leave of absence was granted.

#### **Section 3**

Laid off employees shall enjoy recall rights for a period of twelve (12) months following the effective date of layoff. On recall from layoff, employees shall be recalled to work in reverse order of their layoff. Employees shall be notified on recall from layoff by telephone. The Company shall notify union stewards and the appropriate Union representative of any layoffs or discharges with the reasons therefore. Probationary/temporary employees do not enjoy recall rights.

#### **Section 4**

Should T and D Communications have to layoff bargaining unit employees, the layoff will be administered by using the appropriate Technician Level as identified by the company. The layoff will be administered by inverse seniority starting with the lowest seniority within the affected Technician level.

## ARTICLE 18

### PROBATIONARY PERIOD

New employees hired for the first one hundred eighty (180) days of employment shall be on a probationary period. During the probationary period, such employee shall not accumulate seniority. Upon completion of one hundred eighty (180) days of employment, as provided herein, the employee shall be credited for seniority purposes from the date of their employment with the Company.

## ARTICLE 19

### HOURS, WORKING CONDITIONS & WAGE PAYMENT

#### Section 1      **Work Day - Work Week Hours**

Eight (8) consecutive hours worked, with two (2) fifteen (15) minute breaks, shall constitute a normal work day or work shift; an unpaid lunch period of not less than thirty (30) minutes or more than one (1) hour will be allowed during the work day or work shift.

Forty (40) regular (straight time and/or shift differential) hours within five (5) days; Monday through Friday shall constitute a regular work week.

#### Section 2      **Shift Work**

When so elected by the Company, multiple shifts may be scheduled.

When a second shift or a third shift is scheduled, the following conditions shall apply:

- A. The regular day shift shall not begin before 6:00 a.m. and may not begin after 12:00 noon Monday through Saturday. Work performed on the regular day shift shall be compensated up to eight (8) hours pay, at the employee's established straight time hourly pay rate, for up to eight (8) consecutive hours of work as previously defined in this Article
- B. The second and third shift may begin anytime after 12:00 noon or before 6:00 a.m. Work performed on the second or third shift shall be compensated up to eight (8) hours pay, at the employee's established straight time hourly pay rate to eight (8) consecutive hours of work; the lunch and break periods shall be the same as previously defined in article.
- C. There shall be no requirement for a regular day shift when a second and/or **third** ~~other~~ shift is scheduled.
- D. The scheduled start time of the work day or work shift shall determine the base rate of pay or the entire shift; shift differential pay and/or overtime pay will also

be based upon the rate of pay established by the scheduled start time of the work day or work shift.

## **ARTICLE 20**

### **HOURLY COMPENSATION - PAY RATES**

#### **Section 1 Straight Time Pay:**

- A. The employee's base hourly rate shall be considered the straight time pay rate for the following:
1. All consecutive hours worked up to eight (8) hours on any work day, Monday through Friday when the employee's scheduled start time is between 6:00 a.m. and 11:59 a.m.
  2. All hours required to make forty (40) regular hours for the week, up to a maximum of eight (8) hours on Saturday when forty (40) regular hours were made available but had not been worked Monday through Friday.
  3. Paid vacation, paid holidays and bereavement leave.
  4. Calculating time and one-half (1-1/2) pay, double time (2) pay, holiday pay, or shift differential pay.

## **ARTICLE 21**

### **OVERTIME/DOUBLE-TIME PAY**

#### **Section 1 Time and One-Half Pay:**

Time and one-half (1-1/2) the employee's established straight time hourly rate shall be paid for all consecutive hours worked over eight (8) hours and up to twelve (12) hours on any work day Monday through Friday. Time and one-half will be paid for Saturday provided forty (40) regular hours have been worked Monday through Friday, or once the forty (40) regular hours has been achieved on Saturday, or provided forty (40) regular hours were not made available to work Monday through Friday due to scheduling by the Company.

#### **Section 2 Double Time Pay:**

Two (2) times the employees established straight time hourly rate shall be:

1. The compensation for all hours worked after twelve (12) consecutive hours Monday through Saturday.
2. The compensation for all hours worked on a Sunday or holiday.
3. The compensation for all hours worked on the seventh (7th) consecutive day of work.

4. The maximum hourly compensation for any hour worked.

### **Section 3**

There shall be no pyramiding of overtime or shift differential rates, the maximum compensation for any hours worked shall be two (2) times the employee's established straight time hourly rate.

### **Section 4**

All hours worked on Sunday will be paid at the double time rate. Double time on Sunday will cease at 12 pm. All hours continued beyond 12pm Sunday will be administered per the contract.

### **Section 5**

Where mutually agreeable, Bargaining Unit Employees may work a four day, ten hour work week. This would also constitute a forty hour regular work week.

## **ARTICLE 22**

### **SHIFT DIFFERENTIALS**

Work performed on the second or third shift shall be compensated, up to eight (8) hours pay, at the employee's established straight time hourly pay rate plus seven and one-half (7.5%) up to eight (8) consecutive hours of work Monday through Friday or Saturday, as defined elsewhere in this agreement. All time-and-one-half hours worked on the second or third shift will be compensated as defined in Article 19 plus the seven and one-half (7.5%) shift differential. There shall be no pyramiding of premium rates; therefore the maximum compensation for any hour worked shall be two (2) times the employee's established straight time hourly rate. The lunch and break periods for the second and other shift shall be the same as previously defined in Article 19.

## **ARTICLE 23**

### **CALL-BACK/REPORTING PAY**

#### **Section 1 Report Time**

All employees who are called by the Company to report to work on any day other than their regularly scheduled day off or a holiday and who does at the specified time shall receive a minimum of four (4) hours work, or if four (4) hours is not furnished, a minimum of four (4) hours pay at the straight time rate except in emergencies beyond the control of the Company.

#### **Section 2 Callback**

An employee recalled for duty after the completion of their normal shift for the day shall receive pay in accordance with the provisions of Article 19 for the number of hours worked on such recall, however, an employee so recalled shall receive an amount of no less than an amount equal to their straight time hourly rate of pay for two (2) hours. The period of recall shall begin with the time of the employee leaving their home until the time of their return.

## ARTICLE 24

### WAGES

#### **Section 1 Wages**

Wages shall be as per ADDENDUM "A" attached hereto and made part of this Agreement. Wages shall be paid not less than semi-monthly.

An increase in the overall Pay Scale of four percent (4%) for the first year of the three (3) year agreement shall be given to all employees in all classifications. The parties agree to wage openers in November 2007 and November 2008 for the purpose of negotiating wages.

#### **Section 2 Mutual Consent**

By mutual consent of the Company and employee, wages may be mailed to an addressee designated by the employee. When the Company has deposited, in the U.S. Mail with proper postage and addressed to the addressee designated by the employee, wages then due and payable, then the Company is deemed to have met the requirements of this Section.

#### **Section 3 WAGES, TECHNICAL CLASSIFICATIONS, and PAY STEPS**

Effective date of signing the following will be the Technical Classifications for personnel employed by T and D Communications, Inc.

Communications Tech Level 1	(I)	Five	(5) Pay Steps
Communications Tech Level 2	(II)	Five	(5) Pay Steps
Communications Tech Level 3	(III)	Five	(5) Pay Steps

## ARTICLE 25

### HOLIDAYS

#### **Section 1 Holidays**

The following nine (9) holidays shall be observed as paid holidays:

New Year's Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	

Should a paid holiday (listed above) occurs on a Sunday, the following Monday shall be designated as the holiday. Should a paid holiday occur on a Saturday, the previous Friday shall be designated as the holiday. Should a paid holiday fall during an employee's scheduled

vacation, then the employee will receive the holiday pay and the vacation pay, or if the employee elects, they will be allowed to receive only the holiday pay and have the paid vacation day available for future use.

## **Section 2      **Holiday Payment****

An employee will be eligible to receive holiday pay from the first (1st) day of the pay period after which the employee has completed ninety (90) or more consecutive days of continuous employment with the company. Eligible employees will receive eight (8) hours of straight time pay for each of the paid holidays listed in this Article, even though no work is actually performed on the days enumerated herein, provided that the employee has worked as scheduled, if scheduled on the last regular work day preceding the holiday, and on the first regular work day following the holiday.

## **Section 2      **Holiday Pay****

Work performed on paid holidays as set forth under this Article, shall be compensated at two (2) times the employee's established straight time hourly rate for all hours actually worked, and the employee shall receive the normal holiday pay at employee's established straight time hourly rate. A temporary installer who works on a holiday as provided under Article 13 shall receive compensation at two (2) times the employee's established straight time hourly rate for all hours actually worked.

# **ARTICLE 26**

## **VACATIONS**

### **Section 1      **Vacations****

The right to vacation with pay shall vest annually as follows:

- A. After one (1) year, but less than two (2) years continuous service with the Company, one (1) weeks of vacation with forty (40) straight time hours pay at the employee's hourly rate in effect immediately preceding his vacation.
- B. After two (2) years but less than five (5) years continuous service with the Company, two (2) weeks with eighty (80) straight time hours pay at the employee's hourly rate in effect immediately preceding their vacation.
- C. After five (5) years but less than ten (10) years continuous service with the Company, three (3) weeks with one hundred twenty (120) straight time hours pay at the employee's hourly rate in effect immediately preceding their vacation.

### **Section 2      **Vacation Period****

The employee may schedule a vacation at anytime within the calendar year after such employee is eligible for a vacation period provided that such dates of vacation have been mutually agreed between the employee and the Company.

**Section 3      Scheduling of Vacation**

Vacations shall be scheduled strictly according to seniority. An employee shall not be compelled to take a split vacation, but if he/she elects to do so, his/her first choice shall be on the basis of seniority and their second choice on the basis of availability.

**Section 4      Vacation Payment**

An employee upon written request no less than, two (2) weeks prior to start of the vacation period, full pay for the vacation period shall be tendered immediately prior to his/her vacation,

Any employee who resigns, is laid off or is discharged will, at the time of his/her termination, receive on a pro-rated basis, the full vacation allowance for that year accrued to the end of the month preceding their termination. In the case of the death of an employee, the full vacation pay accrued will be paid to his/her executor or other legal heirs.

**ARTICLE 27**

**BEREAVEMENT LEAVE**

**Section 1**

In the event of a death in the immediate lawful family of an employee who has one (1) or more years of continuous service with the Company, shall upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and/or attend same, not to exceed three (3) regular scheduled working days, provided however, if the funeral takes place more than 500 air miles from the Company's business office, then up to four (4) days with pay will be granted. This provision does not apply if the death occurs while the employee is on leave of absence, layoff or disability.

**Section 2**

For the purpose of this provision, the immediate family shall be restricted to father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, grandparents and grandchildren. At the request of the Company, the employee shall furnish a death certificate and proof of relationship.

Bereavement leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such, as settling the estate of the deceased. If the employee does not attend the funeral then an employee who has one (1) or more years of continuous service with the Company, shall upon request be granted three (3) excused days off: ONE (1) PAID; TWO (2) UNPAID

**ARTICLE 28**

## **HEALTH & WELFARE**

### **Section 1**

The hospital, medical, and dental insurance programs provided by the Company shall remain the same (Addendum "B").

### **Section 2**      Non-Liability for Benefits

It is mutually understood and agreed that Company contributions made to the Individual Retirement Account, Health and Welfare Plans and/or other fringe benefit programs created pursuant to this Agreement do not obligate the Company to any liability as respects benefits, but that the Company's sole responsibility is to make such contributions as may herein be required

## **ARTICLE 29**

### **ATTENDANCE INCENTIVE PROGRAM**

The intent of this incentive program is to reward those people who maintain excellent attendance and provide an additional incentive for people to maintain their good health and report to work on time as scheduled. This Attendance Incentive Program shall be reviewed on a quarterly basis for all employees.

An employee who maintains a perfect attendance record for a period of three (3) consecutive months, sixty-five (65) consecutive work days, will receive four (4) hours paid time off at their straight time pay rate, or monetary payment of four (4) hours pay in-lieu of the time off. An employee who maintains a perfect attendance record for a period of six (6) consecutive months, one hundred thirty (130) consecutive work days, will receive an additional twelve (12) hours paid time off at their straight time pay rate, or monetary payment of twelve (12) hours pay in-lieu of the time off; resulting in a total possible incentive of up to sixteen (16) hours additional compensation for six (6) consecutive months, one hundred thirty (130) consecutive work days, of perfect attendance.

Paid time off granted by this program must be requested in writing a minimum of five (5) working days in advance and must be approved by management prior to the actual time off being taken. Time off granted in this program must be taken within one (1) year of original eligibility or it will be paid out to the employee sometime within thirty (30) days after the expiration of the one (1) year period.

Should an employee choose the monetary payment in-lieu of the paid time off, a written request for the monetary payment must be received by the payroll department at least five (5) working days prior to the next payroll period, so the payment can be processed with their next normal paycheck.

At management's discretion, time off may be approved with less than five (5) working days written request or even after the actual time off is taken; however, management shall retain the sole right to determine and judge, based upon each situation or circumstance, whether or not the time off will be approved.

In order to qualify for the "Attendance Incentive" an employee must have a perfect attendance record with no "unscheduled" or "unexcused" time off for the period(s) of time specifically defined in the program.

To minimize potential problems and to eliminate possible misunderstandings the employee will be expected to ask, prior to taking the time off, whether or not the time of being taken will impact their eligibility to receive the incentive,

Unscheduled, unexcused and scheduled time off for purposes of this program will be defined as stated herein:

### **Section 1      **Unscheduled Time-Off****

Any time off taken without five (5) working days prior written notice to management, and approval from management, with the exception of the following: bereavement leave, time off taken at management's request, or lack of work, or vacation time off or requested time off (paid or unpaid) with less than five (5) working days prior written notice that has been approved by management.

### **Section 2      **Disability and Leaves of Absence****

For the purpose of this program, are considered unscheduled time off, and anyone who is on, or goes on disability or takes any type of leave of absence not specifically covered in "scheduled time off" is not eligible for the attendance incentive while on the leave of absence or while on disability. Once the employee returns to work they would begin accumulating credit towards meeting the eligibility requirements from the first day they return to work with no credit given for previous time prior to the leave of absence or prior to going on disability.

### **Section 3      **Unexcused Time Off****

Any time off that has not been approved by management. Any tardiness in excess of one (1) tardy per twenty (20) work day period will be considered unexcused time off for the purposes of this program. Car problems, baby-sitter problems, illness, legal problems, or other situations resulting in unscheduled and/or unapproved time off, are, for the purpose of this incentive program considered unexcused time off.

### **Section 4      **Scheduled Time-Off****

Any time off taken with a minimum of five (5) working days prior written notice to management, that is approved by management, with the exception of disability and leaves of absence. Scheduled time off where five (5) working days written notice to management is normally required are vacation and jury duty. Scheduled time off management is already aware of are: Union holidays, scheduled time off where five (5) working days written notice would not normally be required are bereavement leave, time off taken at management's request, or time off due to lack of work available. Other scheduled time off where five (5) working days written notice may not be required are time off (paid or unpaid) that is approved by management at the sole discretion of management.

## **ARTICLE 30**

## LEAD-PERSON

### Section 1

A fixed relief differential of ten dollars (\$10.00) a day will be paid to any Technician who performs or is assigned as a lead person.

A lead person is one who, in addition to their normal duties or in the performance of a new assignment, supervises one (1) or more employees in the direction, distribution, coordination, and teaching of the work in those cases where the size of the force, or the character of the work or both, requires it.

## ARTICLE 31

### EXTERNAL WORK ACTIVITY

No employee covered by this Agreement shall, while in the employ of any employer, engage in work as set forth under the scope of work of this Agreement, other than that assigned by the Company, except in an emergency to preserve life or property.

## ARTICLE 32

### DURATION AND RENEWAL

### Section 1

This Agreement shall take effect **November 14, 2006** and shall remain in effect until **November 14, 2009**.

### Section 2

Either party desiring to change, amend or terminate this Agreement must notify the other in writing at least ninety (90) days prior to **November 14, 2009**. When notice of amendment is given, the nature of the changes must be specified in the notice. It is the intent of the parties to conclude negotiations by **November 15, 2009**. The Company's position proposal, at that time, shall then be submitted to the Union for determination. If the proposal is rejected, the Union and the Company may, by mutual consent, submit those points in dispute for arbitration as provided under this Agreement. If there is no mutual consent to refer the points in dispute for arbitration, the Company and the Union shall continue to negotiate on the unresolved points until the Agreement expires.

T and D Communications Inc,

Communications Workers of America,  
AFL-CIO

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Richard Herrero

\_\_\_\_\_  
Date\_\_\_\_\_

**ADDENDUM "A"**

Those Employees who transition between Classifications (i.e. from Tech Level I to Tech Level II) will move laterally or upwards to the next higher pay Step within the Classification they transition to.

November 14, 2006

Tech Level 1		Tech Level 2		Tech Level 3	
Step 1	\$ 10.08	Step 1	\$13.26	Step 1	\$17.50
Step 2	\$ 10.61	Step 2	\$13.79	Step 2	\$18.30
Step 3	\$ 11.14	Step 3	\$14.59	Step 3	\$19.36
Step 4	\$ 11.67	Step 4	\$15.38	Step 4	\$20.69
Step 5	\$12.47	Step 5	\$16.44	Step 5	\$22.55

Wage Progressions will be on a 6 Month per Step Basis within each Tech Level Classification

The parties agree that in the years 2007 and 2008 there shall be wage openers to discuss wage increases.

**ADDENDUM B**  
**MEDICAL/DENTAL BENEFITS**

Section 1

The Company agrees to provide medical/dental benefits to all bargaining unit employees. The company will pay the premium in full for employees only for the life of the three (3) year contract.

**ADDENDUM C**  
**DRUG TESTING**

If work bid by T and D Communications has a drug testing requirement by the customer, drug testing for T and D Communications technicians would be on a voluntary basis. Understanding if a technician wishes not to drug test the work will be assigned to those technicians whom take and pass the customers drug testing requirements.

Those who choose not to test for this work will be assigned other work that is available.