

ARTICLE 1. PREAMBLE

- (A) This contract is made and entered into between the Communications Workers of America, Local 9415 and Tucker Technology, Inc.
- (B) The term “Company” as hereinafter used shall mean Tucker Technology, Inc. The term “Union” as hereinafter used, shall mean the Communications Workers of America, Local 9415, AFL-CIO. The term “Employee” as hereinafter used shall mean the person or persons performing work under the terms of this Agreement.

The term “Lessor” as hereinafter used shall mean the Company.

The term “Lessee” as hereinafter used, shall mean any corporation contracting for the services of Lessor’s employees.

ARTICLE 2. RECOGNITION

- (A) The Company recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours of employment, and other terms and conditions of employment for all of its technical employees in California, Nevada, and Hawaii, excluding those employees covered under the CWA Communications and Technologies contract and those employees excluded by law.
- (B) All bargaining unit work will be performed by CWA represented employees.

ARTICLE 3. SECURITY

- (A) Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this Contract. For purpose of this Section, “employee” shall mean any person entering into the bargaining unit.
- (B) Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.

- (C) The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following the employee's return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Employer and leaves of absence of more than one month duration.
- (D) The Company shall forward to the Union copies of the union dues payroll deduction authorization and membership application for all new employees

ARTICLE 4. CWA EMPLOYMENT CENTER

It is understood and agreed between the Company and the Union that in order to enhance efficiency, to provide an orderly procedure for referral of applicants for employment, and to preserve and protect the legitimate interests of employees in their employment, that if the Company requires the services of an applicant within the bargaining unit covered by this Agreement, the Company may, but is not required to, request the Communications Workers of America, Employment Center Dispatch Office or the Communications Worker of America Training Center provide such applicants pursuant to its hiring and dispatching procedures. The CWA Employment Center Dispatch Office and the CWA Training Center reserve the right not to refer applicants. The Company will accept and give preference to applicant referrals, over other sources, from employees of the lessee and Union Representative.

ARTICLE 5. PROPERTY RIGHTS

Except as required by the contract between the Union and the Company, the Company agrees not to use for its own purpose directly or indirectly or to disclose to others proprietary information obtained in conjunction with the Company's relationship with the CWA Employment Center including but not limited to Company database information consisting of name, address, rates of pay, job title and skills.

ARTICLE 6. RESPONSIBLE UNION-COMPANY RELATIONSHIP

The Company and the Union recognize that it is in the best interest 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 Contract fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, 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 7. COMMITMENT TO QUALITY

The Company is committed to making customer satisfaction our first priority. To do this, we will strive to understand fully our customers' needs and expectations so we can meet or exceed them. To ensure our customers' total satisfaction, each employee will be provided the opportunity and has the individual commitment to participate in the improvement of our services. Such opportunities for involvement in this process will occur from daily applications of quality principles on the job starting with basic quality skills, tools and teamwork. We are all responsible to each other for assuring that we provide quality service to our customers and that we enhance our competitive position. All practices and procedures will support this policy. Our commitment to total quality and the improvement of customer satisfaction is not an end objective, but is a never-ending journey to ensure success. Customer loyalty is our greatest source of employment security.

ARTICLE 8. NON-DISCRIMINATION

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, citizenship status, sex, sexual preference, age, national origin, marital status or because such employee is a qualified individual with a disability, a disabled veteran or veteran of the Vietnam era.

ARTICLE 9. HEALTH AND SAFETY

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

ARTICLE 10. AUTHORITY

- (A) The parties recognize that in the nature of the Company's business of supplying personnel to other business entities, its employees will be called upon to carry out work assignments on behalf of entities other than the Company and to accept assignments and directions from personnel not employed by the Company.
- (B) Grievances related to matters arising under this article shall be processed in accordance with the terms of Article 12.

ARTICLE 11. AUTHORIZED UNION REPRESENTATIVE

The Union will notify the Company in writing of the authorized Union representatives. The authorized Union representative shall accompany the Company representative to a job site when the Union so requests.

ARTICLE 12. DISPUTE – GRIEVANCE AND ARBITRATION

There shall be no strike or work stoppage except as may be provided herein, or lockout of employees during the term of this Agreement. Should either the Union or the Company believe that there has been violation of any of the provisions of this Agreement, the parties shall meet at a mutually agreeable time and place in an effort to resolve the dispute.

There shall be a one step grievance procedure between the Local President or designee and Tucker Technology, Inc. A formal grievance will be issued to the company (Tucker Technology, Inc.) within ninety (90) days following the occurrence of the action which gave cause to the grievance. Every effort shall be made by both parties to consider and settle grievances as soon as possible.

Local's statement of grievance will include:

- A. View of the facts and circumstances
- B. Demand for settlement

Company's statement of grievance:

- A. View of the facts and circumstances
- B. Management's position on the Union's demand

A copy of the above statements shall be exchanged.

If the dispute is not voluntarily resolved, arbitration may be requested. The arbitrator shall be selected from a list provided by the American Arbitration Association or the Federal Mediation and Conciliation Service (F.M.C.S.). The arbitrator's decision shall be final and binding upon the parties. The Union and Company will bear equal costs for said arbitration. The arbitrator shall have no authority to alter, amend or modify any provisions of this Agreement.

ARTICLE 13. DISCIPLINE AND DISCHARGE

The Company shall have the right to discipline and discharge employees only for just cause. Any change in the existing work rules will be negotiated with the Union. Such disciplinary action may be the subject of a grievance under Article 12 of this Agreement.

ARTICLE 14. MANAGEMENT'S RIGHTS

The Union recognizes that the Company and Lessee are responsible to direct the work required. The Company and Lessee shall, therefore, have no restriction except those specifically provided for in the Agreement, in planning, directing and controlling the operation of all work, in deciding the numbers of Employees to properly perform this work, in hiring and laying off employees, in transferring employees from job-to-job, in requiring all employees to observe the Company's and/or Lessee's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging or otherwise disciplining employees for proper cause.

ARTICLE 15. QUALIFICATIONS OF LESSEES

The Company and Lessee will enter into a Business Agreement to decide the "Qualifications" of the Lessee.

ARTICLE 16. INTRODUCTORY PERIOD

- (A) All employees shall serve a thirty (30) day introductory period. The discipline or discharge of an introductory employee shall not be subject to the grievance and arbitration provisions of this Agreement provided, however, such action is not

inconsistent with or in violation of Local, County, State or Federal Law or regulations established to govern or protect worker's rights and/or employer's activities.

- (B) The introductory period is intended to give new and rehired employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets expectations.
- (C) The Company shall use this period to evaluate employee capabilities, work habits, and overall performance.

ARTICLE 17. EMPLOYMENT NOT GUARANTEED

No provision of this contract shall constitute a guarantee of employment or continuity of employment except as qualified by Article 13.

ARTICLE 18. LAWFUL PICKET LINE

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 19. WAGES

Wages paid to employees shall be based on the classification of the work to be performed for the Lessees in accordance with Appendix 1 schedules, as applicable.

ARTICLE 20. TRAVEL AND LIVING EXPENSES

The parties recognize that certain lessee assignments and recruitment situations may warrant the payment of travel and living expenses to employees. The Company shall advise the Union of such arrangements and the basis of the expense treatment authorized by the lessee. Travel and living expenses will be mutually agreed upon.

ARTICLE 21. HOURS OF WORK AND OVERTIME

Hours of work and overtime, if any, shall be at Lessees discretion base on the needs of their business, provided however, such hours of work and overtime must be in accordance with Sections A through I of this Article.

- (A) This Article is intended to provide a basis for calculating hours of work and overtime and shall not be construed as a guarantee of hours of work per week or per day.
- (B) An employee shall be paid one and one-half (1 ½) times his straight time hourly rate for all hours worked in excess of forty (40) hours in one workweek or whenever or whatever rate applicable State or Federal law provides for overtime pay.
- (C) The normal hours of work shall be eight (8) hours per day and forty (40) hours per week, consisting of five (5) eight (8) hour days. The normal workweek shall be on a calendar week basis, Sunday through Saturday, and the normal weekly

assignments will consist of five (5) eight (8) hour shifts which may be on any calendar day of the week as assigned by the Company. The Company will make reasonable efforts to schedule work days consecutively.

- (D) An employee shall be paid one and one-half (1 ½) time his/her straight time hourly rate for all hours worked on Sundays.
- (E) An employee who may be required to work on any of the holidays listed in this article shall be paid at the rate of one and one half (1 ½) time his/her hourly rate in addition to any paid time the employee is eligible to draw. Holidays observed are:

New Years Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- (F) The Company may decide to establish a four (4) day schedule as a normal work week. Accordingly, the number of hours which presently constitute a normal five (5) day workweek schedule will be scheduled in equal amounts over four (4) days. Any alternative work schedule will be implemented in accordance with California or any applicable state or federal law.
- (G) No provision of this contract shall constitute a guarantee that forty (40) hours of five (5) full tours of duty per week constitute either the minimum or maximum number of hours of work which may be required by the Company of any employee. The numbers of hours to be worked are governed by workloads, service requirements and law.
- (H) There shall be no pyramiding of overtime as a result of other clauses in this contract.

ARTICLE 22. PAYMENT OF TIME WORKED

- (A) Payment of time worked shall be bi-weekly for hours worked.
- (B) Method of payment shall be by bank guaranteed payroll check. Checks will be available by the following options:
 - a. Paycheck can be mailed via regular mail to location of employees choice.
 - b. Paychecks may be deposited via direct deposit plan to bank or savings institution of employees choice.

ARTICLE 23. PAID BENEFITS – ALLOCATION OF FUNDS

- (A) The Company will contribute for each actual hour worked, the applicable sum available for designation by the employee to each fund. Twenty-five cents per hour to the CWA Education and Training Fund, to be split between the National Education and Training Fund (thirteen cents) and the Communications Workers of America/American Communications Contractors Association (CWA/ACCA) Joint Apprenticeship Training Fund (twelve cents). Twenty-five cents to the CWA Savings and Retirement Trust. In addition, the Company agrees to withhold 401K deductions if so elected by an employee. All payments are due monthly, no later than the tenth (10th) day of each month for all hours worked during the previous month.
- (B) Minimum Company benefit contributions will be adjusted from time-to-time as required by associated fund or plan increases or as agreed upon between the Company and the Union.
- (C) The Company agrees to execute all necessary adopting Employer and/or Joinder Agreements required to provide Union benefit plans established for its member participation in conjunction with the Company's benefit contributions.

ARTICLE 24. HEALTH & WELFARE

- (A) The Company will pay 80% of the agreed to health and welfare benefits for all employees who elect such coverage beginning no later than the fourth month of service. The Company will provide for payroll deduction of the balance of the premium for employees and their families.

ARTICLE 25. SENIORITY

- (A) Seniority shall be defined as cumulative service with the employer except that seniority shall not be broken by lay-off or approved absence of less than thirty (30) calendar days.
- (B) Lay-off due to lack of work shall be by seniority with the least senior laid off first and most senior last. A less senior employee may be retained by the company if his/her skills are necessary to perform the remaining work and more senior employees do not have the necessary skill and/or ability.

ARTICLE 26. APPRENTICESHIP

Section 1. The Company shall pay into the Communications Workers of America/American Communications Contractor Association (CWA/ACCA) Joint Apprenticeship Training Fund contributions in the amount of \$.12 for each hour actual

worked by his/her employees who are working within classifications and in types of work covered by this Agreement which require apprenticeship fund contributions.

The payments shall be made at the times and in the manner provided for by the Trust Agreement creating the CWA/ACCA Apprenticeship Training Fund, and each Individual Employer is bound by all the terms and conditions of said Trust Agreement and any amendment or amendments thereto.

Section 2. The Board of Trustees of the CWA/ACCA Apprenticeship Training Fund will continue to have full control over the Director of Apprenticeship Training and control of all the finances and pay all expenses from the Apprenticeship Trust Fund. Certain insurance's are to be continued on a joint basis with the Association, and the Apprenticeship Fund employees will continue to be paid through the Association which will be reimbursed by the Apprenticeship Fund only for actual costs.

Section 3. The normal length of the regular apprenticeship program will be forty-eight (48) months.

Section 4. Ratio. A qualified employer may employ one (JAC) apprentice when he has at least one (1) journeyman regularly employed, and one additional (JAC) apprentice for each one (1) additional journeyman.

Section 5. Apprentices are not to be changed by the Employer from the Bracket to which they have been assigned by the CWA/ACCA Joint Apprenticeship Committee (JAC). An Apprentice should not be paid more than the amounts applicable to the Bracket in which the Apprentice has been placed by the JAC. To be advanced from on Bracket to another, in addition to the amount of time indicated for each Bracket, certain criteria set by the Committee must also be satisfactorily met.

ARTICLE 27. CONTRACTING WORK

- (A) There shall be no contracting or subcontracting of bargaining unit work unless mutually agreed to by the Company and the Union.
- (B) The subletting, assigning, or transfer by the Company of any work defined as bargaining unit work (described in Article 2, Section A of the Collective Bargaining Agreement) to any person, firm, corporation, or subsidiary corporation of the Company not recognizing the Union as the collective bargaining representative of the Company's employees, will be a breach of this Agreement.

ARTICLE 28. PLACEMENT/REPLACEMENT

It is mutually agreed between the Company and Union that the Company shall at any time after three (3) consecutive and continuous months worked by the Company's employee for a single Lessee and upon mutual consent between the Lessee and Lessor's employee said employee shall be released for hire to the Lessee without prejudice to the

Lessee or employee provided, however, said Lessee will pay the Company a Placement/Replacement Fee as agreed.

ARTICLE 29. NON-COMPETITION

Employees employed under the terms of this Agreement shall not bid or contract for any work covered under the terms of this Agreement.

ARTICLE 30. EMPLOYEE PAYROLL DEDUCTIONS

- (A.) The Employer agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues, hereinafter referred to as "dues", assessments, authorized arrearages, and initiation fees from the pay of an employee, upon receipt of a dues deduction authorization card, signed by such employee, each payroll period, 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 Employer's normal payroll procedures. Samples of deduction authorization cards are included in Appendix A of the Agreement.
- (B.) If, for any reason, the Employer fails or is unable to make the authorized deduction from pay in any payroll period, the Employer 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.
- (C.) When an employee is granted a leave of absence, without pay, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed when an individual on leave is returned to the payroll.
- (D.) When an employee who has authorized the Employer 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. 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 dues deductions shall be automatically reinstated without requiring a new authorization from the employee.
- (E.) When an employee who has authorized the Employer to deduct Unions dues is temporarily promoted to a higher classification within the bargaining unit and is shown on payroll records as being on the higher classification, Union dues will be

based on the higher rate of pay for as long as the employee remains in the higher classification.

- (F.) The rate or amount of the dues deduction for all members, for any job title and wage classification may be changed by the Union notifying the Employer 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 Employer's regular payroll practice.
- (G) The employer and the Union shall meet for the purpose of determining what information can reasonably, easily and without causing additional expense or other than minimal expenditures, be provided by Employer to the Union for purposes of implementing this section 4 and how such information shall be transmitted.
- (H) The information listed above will be taken from Employer 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.
- (I) The Union agrees to fully defend, indemnify and hold harmless employer for any claims, liabilities or costs it may incur as a result of it's having performed the employers obligations under this article.

ARTICLE 31. RESPONSIBILITY OF MANAGEMENT

The Company agrees that it is responsible to maintain an adequate cash reserve in order to meet its payroll obligation to its employees. The Company further agrees that in the event of bankruptcy, default, or any other financial distress, that its employees will be paid prior to any other who may demand payment. The Company also agrees to maintain bonding and insurance for the protection of its employees.

ARTICLE 32. SUCCESSORSHIP

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 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 33. TERM OF CONTRACT

- (A) This Agreement shall continue in full force and effect from May 1st ,2001 through 11:59 p.m. May 1st , 2004.

(B) This Agreement may be amended or modified at any time by agreement between the Company and the Union.

ARTICLE 34. SAVINGS CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void leaving the remainder of the Agreement in full force and after the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

SIGNED FOR:

**COMMUNICATIONS WORKERS
OF AMERICA, LOCAL 9415**

TUCKER TECHNOLOGY, INC

William B. Harvey, Secretary/Treasurer
Date: _____

Frank Tucker, President
Date: _____

Val Afanasiev, Staff Representative
Date: _____

Appendix 1

Technician
Steps are 6 Months

Effective May 1, 2001

Step 1	\$ 9.86
Step 2	\$ 10.86
Step 3	\$ 11.96
Step 4	\$ 13.16
Step 5	\$ 14.49
Step 6	\$ 15.95
Step 7	\$ 17.56
Step 8	\$ 19.33
Step 9	\$ 21.28
Step 10	\$ 23.43
Step 11	\$ 25.78

Effective October 7, 2001

Step 1	\$ 9.86
Step 2	\$ 10.88
Step 3	\$ 12.00
Step 4	\$ 13.25
Step 5	\$ 14.61
Step 6	\$ 16.13
Step 7	\$ 17.79
Step 8	\$ 19.63
Step 9	\$ 21.65
Step 10	\$ 23.89
Step 11	\$ 26.35

Effective July 14, 2002

Step 1	\$ 9.86
Step 2	\$ 10.91
Step 3	\$ 12.08
Step 4	\$ 13.36
Step 5	\$ 14.79
Step 6	\$ 16.36
Step 7	\$ 18.10
Step 8	\$ 20.03
Step 9	\$ 22.16
Step 10	\$ 24.53
Step 11	\$ 27.14

Effective June 22, 2003

Step 1	\$ 9.86
Step 2	\$ 10.96
Step 3	\$ 12.20
Step 4	\$ 13.56
Step 5	\$ 15.08
Step 6	\$ 16.76
Step 7	\$ 18.64
Step 8	\$ 20.73
Step 9	\$ 23.05
Step 10	\$ 25.63
Step 11	\$ 28.50

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