

**Collective Bargaining Agreement
between
International Brotherhood of Electrical Workers
Local 21
And
Altura Communication Solutions, LLC**

Effective August 1, 2012 through July 31, 2015

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SCHEDULE A

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AGREEMENT

This AGREEMENT, entered into the 1st day of August, 2012, between ALTURA COMMUNICATION SOLUTIONS, LLC, hereinafter referred to as the "Company", and LOCAL UNION NO. 21 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F.L.-C.I.O., hereinafter referred to as the "Union", is made on behalf of both parties.

RECITALS

1. The parties desire to agree upon conditions under which bargaining unit employees shall work for the Company and establish pay scales and other conditions of employment for those employees during the term of this Agreement.
2. The parties desire by entering into this Agreement to promote harmony in Company-employee relations.
3. In order to meet these objectives and in consideration of the mutual covenants and agreement herein, the parties agree as follows:

ARTICLE 1 - MANAGEMENT RIGHTS

The right of Management in the operation of its business is vested solely and exclusively in the Company and is unlimited, except as set forth in the provisions of this Agreement.

The Union retains its rights as the exclusive bargaining representative as set forth in Article 12 of this Agreement. Moreover, the Company agrees not to exercise such rights in a manner that violates the National Labor Relations Act.

ARTICLE 2 - WAIVER CLAUSE

This Agreement, entered into on August 1, 2012 between the Company and the Union, supersedes all prior agreements, oral and written, and practices and expresses all of the obligations of, or restrictions imposed on the respective parties during its term.

ARTICLE 3 - SUBCONTRACTING

1. Management retains the right to determine the use of outside subcontractors to perform work of any nature for the Company, except as specifically provided in this Article and/or elsewhere in this Agreement.
2. It is the long-term intent of the Company to (a) provide significant opportunities for Bargaining Unit employees, (b) have a growing business, and (c) grow employment for the Bargaining Unit employees. Further, it is not the intent of the Company to diminish the size of the Bargaining Unit or stifle its growth through subcontracting. It is the intent of the Union not to force the growth of the Bargaining Unit through the preclusion of subcontracting.
3. The Company will not contract out work exclusively performed by bargaining unit employees, if it will directly cause the layoffs of regular employees.

ARTICLE 4 - TECHNICIAN BARGAINING UNIT WORK

1. CURRENT WORK

Except as stated in paragraph 3, below, non-Bargaining Unit Altura employees will not perform work functions exclusively performed by Bargaining Unit employees as of August 1, 1994 on the technologies serviced by the Company as of that date. Any and all other related or unrelated work (including but not limited to technical assistance and remote diagnostic repair) not specifically stated is not exclusive to the Bargaining Unit.

2. NEW TECHNOLOGY

- a. Except as stated in paragraph 3, below, new technology which is the functional equivalent of the technology for which the Bargaining Unit employees provide exclusive service, shall not be performed by non-Bargaining Unit Altura employees. Functional equivalent means technology which (1) performs the exact same task (i.e., voicemail, or PBX, etc.) and (2) requires similar skills to install, maintain and service.
- b. The Company will provide training opportunities to all Altura Bargaining Unit employees on new technologies at least once during the contract time period. The nature and extent of such training opportunities and/or assignments are to be determined by the Company.
- c. The Company will attempt to utilize Bargaining Unit employees for new technology work in a manner which is consistent with Company needs.

3. APPLICATION

This Article applies only to work performed by Altura employees. This Article does not purport to limit the work which can be performed by distributors or subcontractors.

Duties normally performed by Bargaining Unit employees will not be assigned to or be performed by other Altura employees except that other Altura employees can do bargaining unit work when bargaining unit employees capable of performing the work are not available; (examples include, cases of installations of a complex technical nature, unanticipated absenteeism, emergencies, training, vacations and peak work periods, or in the event that an Altura customer requests (in writing) a specific Non-Bargaining Unit employee to perform Bargaining Unit work at their location.

It is not the intent of the Company to limit overtime for Bargaining Unit employees through the use of other Altura employees. Further, it is not the intent of the Company to employ non-Union employees for the sole purpose of performing bargained for work. However, the Company is not required to maintain Bargaining Unit positions or to hire additional Bargaining Unit employees where there is insufficient work to support a regular full-time position.

ARTICLE 5 - TERM OF AGREEMENT

This Agreement and its Schedule A shall become effective on the 1st day of August, 2012, and shall continue in full force and effect until the 31st day of July, 2015, and from year to year thereafter, subject to amendment or cancellation by written notice thereof given by either party to the other not less than sixty (60) calendar days prior to July 31, 2015 or July 31st of any subsequent year.

The Company and the Union agree to meet promptly after receipt of any such notice and they shall endeavor to settle all controversial matters at issue by negotiation between them. Failing to settle all such matters by negotiation between them on or before the thirtieth (30th) calendar day prior to the anniversary date hereof, the parties shall request the services of the Federal Mediation and Conciliation Service to assist them in reconciling their differences. (When used herein, the expression "anniversary date" shall mean July 31, 2015, or subsequent July 31st.)

In the event that all differences relating to the amendment or cancellation, as the case may be, are not settled and agreement reached thereon through negotiation or conciliation as above provided on or prior to the anniversary date of this Agreement, and in the further event that the parties have not agreed before said date on a definite means of settling such differences, or to extend the Agreement, then this Agreement shall terminate on the anniversary date thereof.

The parties further agree that it is their intention that changes herein provided shall be in lieu of any other change, amendment or revision of any part of the Collective Bargaining Agreement now fixing the wages, hours or other conditions of employment for the employees affected hereby which might otherwise be requested or negotiated prior to July 31, 2015, and in the furtherance of this intention the Company and the Union each voluntarily and unqualifiedly agrees to waive and does hereby waive the right, and each does hereby agree that the other shall not be obligated to bargain collectively with respect to wages, hours or other conditions of employment or with respect to any subject or matter referred to or covered in said collective bargaining Agreement, and that the said Collective Bargaining Agreement is and shall be otherwise fixed and non-terminable prior to July 31, 2015.

This Agreement may be amended at any time during the term thereof by written consent of both parties hereto. Such amendment when agreed upon shall be reduced to writing, the effective date thereof stated and be executed by duly authorized officials of each of the parties.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

It is agreed that during the term of this Agreement neither the Union, its officers or members, shall instigate, call, sanction, condone or participate in any strike, sympathy strike, slow-down, stoppage of work, boycott, picketing, or interference with production, transportation or distribution, and that there shall be no lockout of employees by the Company.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall immediately order any of its members who participate in such action back to their jobs, forward copies of such order to the Company, and use every means at its disposal to influence the employees to return to work.

This Article is not intended to prohibit employees from honoring a picket line established at their work location and authorized by another union provided that the establishment or maintenance of said picket line is not a violation of any law or any contract to which said other union is a party.

Any employee who violates the provisions of this Article or who fails or refuses to report to work when ordered to do so by the Union, or fails or refuses to cease engaging in any of the above conduct, will be subject to discipline by the Company.

ARTICLE 7 - GRIEVANCE PROCEDURE

It is understood and agreed that should differences arise between the Company and an employee or employees covered by this Agreement in regard to the interpretation or application of those limitations upon management functions as set forth in the express provisions of this Agreement, there shall be no stoppage of work by reason of such dispute or grievance, and negotiation shall be carried on in accordance with the following procedure:

1. (A) Within ten (10) working days after the action of the Company giving rise to the complaint, the employee(s) who may be accompanied by the Job Steward, shall first take the matter up with the Immediate Supervisor. Failure to schedule and conduct this meeting within ten (10) working days after the action of the Company giving rise to the complaint will result in the Company's action being considered final and the complaint will not be eligible for further consideration under this grievance procedure. Any request to schedule and conduct a meeting to attempt to resolve an employee(s) complaint will not be unreasonably denied by the Immediate Supervisor.

Aggrieved employee(s) and the Job Steward assigned to the area at which the grievance arises shall receive pay for reasonably necessary time spent during working hours preparing and/or presenting grievances.

1. (B) If the complaint is not settled at this meeting, the Immediate Supervisor will have ten (10) working days to respond.

Any such First Step grievance not answered by the Immediate Supervisor, or the designated Company representative within this ten (10) day period shall be considered denied and the Union may immediately thereafter refer the grievance to the next step of the grievance procedure.

2. If the Union does not agree with the Company's First Step answer, the Job Steward (Area Steward, Chief Steward) shall contact the appropriate Regional Vice President or their designated representative for a Second Step Meeting and/or conference call. (The Union shall send a copy of the request to the Company's designated representative.) Such written request shall be made within ten (10) working days from the date of receipt of the Immediate Supervisor's First Step written response or the date upon which the response should have been issued. Any such request not made within this period shall be denied and the grievance shall be considered withdrawn.

The appropriate Regional Vice President or their designated representative will make contact, in a timely manner (but not to exceed ten (10) working days), with the Job Steward (Area Steward or Chief Steward) to arrange a mutually acceptable time and location for a Second Step Meeting and/or conference call. (If both parties agree, the meeting can be delayed until a time when other Second Step grievances can also be discussed, but not later than thirty (30) working days beyond the date of written request for the meeting).

The above-mentioned parties shall attend the meeting and/or conference call and every possible attempt shall be made between and by the parties to resolve the grievance during the meeting. However, upon conclusion of the meeting, the Company will be allowed a maximum of ten (10) working days to provide an official written response to

the grievance. (By mutual agreement, this time period may be extended to allow additional opportunity to investigate or obtain information but not later than thirty (30) working days beyond conclusion of the Second Step Meeting/conference call.)

3. If the Union does not agree with the Company's Second Step response, the Union Business Representative/Manager or their designated representative shall contact the Company's designated representative for a Third Step meeting and/or conference call within ten (10) working days from the date of receipt of the Company's Second Step written response. Any such request not made within this period shall be denied and the grievance shall be considered withdrawn.

Upon receipt of a written notice, the Company's designated representative will make contact, in a timely manner (but not to exceed ten (10) working days), with the Union Business Representative/Manager or their designated representative, to arrange a mutually acceptable time and location for a Third Step Meeting and/or conference call. (If both parties agree, the meeting can be delayed until a time when other Third Step grievances can also be discussed, but not later than thirty (30) working days beyond the date of written request for the meeting).

The Company's designated representative and the Union Business Representative/Manager or their representative shall attend the meeting and/or conference call. (Additional attendees may be present per mutual agreement of the parties.) Every possible attempt shall be made between and by the parties to resolve the grievance during this meeting. However, upon conclusion of the meeting, the Company will be allowed a maximum of ten (10) working days to provide an official written response to the grievance. (By mutual agreement, this time period may be extended to allow additional opportunity to investigate or obtain information but not later than thirty (30) working days beyond the conclusion of the Third Step Meeting/conference call.)

4. If agreement cannot be reached upon the conclusion of the Third Step, then either party may refer the grievance to an Arbitration, provided such written request is made within ten (10) working days of receipt of the Company's written Third Step response. Any such request for Arbitration not made within this period shall be denied and the grievance shall be considered withdrawn.
5. A duly recognized Union Representative must be given the opportunity to be present at the adjustment of any grievance; however, such adjustment may be made by telephone if it is mutually agreeable. The Company recognizes the right of the Union to investigate any grievance. If the Area Steward, Chief Steward, Business Representative or Business Manager makes a request to the Company to investigate or process a grievance at a job site, the Company will communicate with customer representatives. The Company will approve the Union request if the customer grants access. The Union agrees to abide by all security and safety rules during such visits and will not delay or interrupt the normal work routine. Such Union requests will not be abused.
6. Time periods at any step of this grievance procedure may be extended by mutual agreement between the Union Business Representative/Manager and the Company designated Representative.

ARTICLE 8 - METHOD OF ARBITRATION

All grievances arising during the term of this Agreement relating to the interpretation or application of specific provisions of this Agreement which are not resolved by the representatives of the Company and the Union shall be submitted at the request of the parties to Arbitration as follows:

Within fifteen (15) working days from the date the matter has been referred to arbitration, either party or both parties may call on the Director of the Federal Mediation and Conciliation Service at Washington, D.C., for the submission of a panel of not less than seven (7) impartial persons who are members of the National Academy of Arbitrators. Upon receipt of the panel names from the Federal Mediation and Conciliation Service, the Union and the Company shall alternately cross off an equal number of names from such panel list. The odd name remaining on the list shall be designated as arbitrator.

If the foregoing does not result in the designation of a mutually acceptable arbitrator, the procedure can be repeated with respect to additional lists until a mutually acceptable designation result.

By mutual agreement by the Union and Company, the periods of time stated above may be changed.

The decision of the arbitrator will be final and binding upon the parties hereto provided that it is within the jurisdiction and authority vested in the arbitrator pursuant to this Agreement. The decision of the arbitrator shall be rendered as rapidly as practical. No arbitrator shall have jurisdiction to make any award after the conclusion of this Agreement, except in regard to a grievance presented by an employee(s) to their Manager within ten (10) working days of the expiration of this Agreement and filed as to facts existing prior to the conclusion of this Agreement.

The subject matter to be arbitrated shall be limited solely to the interpretation or application of the provisions of this Agreement. The award of the arbitrator shall in no way amend or delete the language of any provisions of this Agreement. The arbitrator shall have no power to add to or subtract from or modify any provision of this Agreement; and the arbitrator's authority shall be expressly limited to a decision upon the question of alleged violation of a specific provision of this Agreement rather than indirect or implied intent thereof, and a decision upon any grievance subject to arbitration hereunder shall be in accordance with the terms of this Agreement. The arbitrator shall have no authority or jurisdiction except that given specifically in this Article, unless special authority and jurisdiction shall be mutually submitted in a written submission agreement.

Each party shall incur the expense of preparing and presenting its case to the arbitrator. The expense of the arbitrator, attorneys on both sides, and any reasonable incidental expenses shall be paid by the losing party. In the event that neither party is the losing party (e.g. the grievance is sustained in part and denied in part), then the expense of the arbitrator and any reasonable incidental expenses shall be borne equally by both parties.

Either party may, upon thirty (30) days written notice to the other party, utilize attorneys in an arbitration hearing.

ARTICLE 9 - NON-DISCRIMINATION

Both parties reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination to the extent prohibited by applicable local, state and/or federal law.

This Article concerns statutory rights and shall not be within the grievance and arbitration provisions thereof. The use of the masculine or feminine gender or any titles which connote gender in this Agreement shall be construed as including both genders.

ARTICLE 10 - PROBATIONARY EMPLOYEES

Employees shall be regarded as on probation for the first one hundred and eighty (180) calendar days of their employment. There shall be no Company responsibility for the reemployment or continuing employment of probationary employees. Probationary employees are not eligible for the severance pay described in Article 16.

ARTICLE 11 - CHECK-OFF OF UNION DUES

Membership dues and initiation fees (which terms do not include assessments, fines, reinstatement fees, and similar payments), in fixed authorized amounts uniformly required for membership, will be deducted from payroll checks payable to employees on the first pay period end date of each month. The amount to be deducted for initiation fees in any one month shall not exceed twenty-five dollars (\$25.00). Deductions for an initiation fee of more than twenty-five dollars (\$25.00) will continue each succeeding month until the full amount is paid. The Company will send to the Union within ten (10) working days following the deductions a check or checks covering said deductions, together with an alphabetical list (showing name, Company clock number and amount deducted) of employees for whom membership dues and initiation fees were deducted. Membership dues and initiation fees shall be deducted in accordance with the employee's authorization in a form prescribed by the Company. A deduction authorization will be effective from the first day of the month occurring not less than thirty-one (31) calendar days after its execution and delivery to the Company by the employee. It is the responsibility of the Union to collect directly from the employee: (i) dues or initiation fee payments owed after cancellation of a deduction authorization, and (ii) dues or initiation fee payments owed before the time the deduction authorization becomes effective. It is understood and agreed that if because of insufficient earnings of an employee paid the first pay period and date of the month the full amount due for such month is not deducted, the Company will attempt deductions from each successive payroll check until the amount to be deducted for said month shall have been deducted. The Company will send to the Union within ten (10) working days after the end of each calendar month during which this Agreement is in effect, a check or checks covering deductions made by it from payroll checks payable to employees the second, third, fourth or fifth pay period of such calendar month together with (i) an alphabetical list (showing name and Company clock number) of employees from whom membership dues and initiation fees were deducted from payroll checks payable to employees on the second, third, fourth, or fifth pay period of such calendar month, and (ii) an alphabetical list (showing name and Company clock number) of employees who had in effect current authorizations for dues and initiation fees deductions on the first pay period of that month, but with respect to whom no membership dues or initiation fee payment was deducted on the four deduction dates of the calendar month. The Union agrees that it will only request clarification from the Company regarding any list, deduction, failure to deduct, deduction authorization or employee status after the Union has taken the matter up with the individual employee. Any request for clarification from the Company shall be in writing signed by the Financial Secretary or designated representative of the Union and addressed to Altura's designated representative. A deduction authorization shall be subject to cancellation by: (i) written order of the employee to Altura's designated representative, (ii) transfer or promotion of the employee out of the unit, (iii) leave of absence of thirty (30) calendar days or more, layoff, resignation, retirement or termination, and (iv) change in legal requirement of valid deduction authorizations. A new deduction authorization shall be required to again commence deduction of membership dues or initiation fee payments for an employee whose authorization has been canceled as a result of any of the said causes. If any of said causes for cancellation of a deduction authorization shall occur within fifteen (15) calendar days prior to a scheduled deduction date, cancellation of a deduction authorization will be deemed effective on the first day of the month following such scheduled deduction date and the question of whether such dues or initiation fee payment were owed by the employee to the Union shall be settled directly between the employee and the Union. Deductions required by law, amounts payable to the Company, stock or bond purchase payments, Savings & Investment Plan deductions, deductions for insurance, and deductions pursuant to valid assignment authorizations, shall take precedence over deduction of

membership dues and initiation fee payments if the payroll check is insufficient to cover all thereof.

The Company will distribute to new employees applications for Union Membership Cards and return envelopes provided by the Union and Payroll Dues Deduction Cards prepared by the Company.

ARTICLE 12 - RECOGNITION

The Company recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment set forth in this Agreement, subject to and in accordance with the provisions of the National Labor Relations Act, as amended, for all of its employees, employed as Technicians in the classifications set forth in Schedule A hereto in the Company, but excluding office and clerical employees, guards and professional and supervisory employees, confidential employees, managerial employees and all other employees not specifically included in the Unit set forth herein.

The Company will negotiate with the Union with respect to wages, hours, and working conditions of bargaining unit employees on assignment to any geographic locations covered under the IBEW International's jurisdiction prior to any such assignments, except where the urgency of business needs dictates that assignments be made without delay. When assignments are made prior to negotiations, the Company will initiate negotiations with the Union as soon as feasible following the assignments. Negotiated changes, if any, will be made retroactive to the dates of such assignments.

ARTICLE 13 - WAGE RATES AND CERTAIN WORKING CONDITIONS

During the term of this Agreement, wage rates and certain working conditions applicable to employees represented by the Union are set forth in Schedule A, and appendices attached hereto and made a part thereof.

ARTICLE 14 - UNION SECURITY

- (a) All employees now or hereafter covered by this Agreement shall as a condition of employment hereunder be required to satisfy his or her obligations under this clause either by joining the Union or by fulfilling his or her financial obligations to the Union on the thirtieth (30th) calendar day following the beginning of such employment or the date of execution of the Agreement, whichever is later, and thereafter to tender to the Union applicable periodic dues and initiation fees, as required. The Union hereby agrees to indemnify and save harmless the Company and any persons acting for it, from and against any and all liability, cost, damage or expense, including attorney's fees, which it may incur or sustain by any action taken by the Company at the written request of the Union because of this Article.
- (b) The provisions of paragraph (a) of this Article shall be inoperative in any State in which such provision is contrary to the law of such State. The provisions of paragraph (a) of this Article shall also be inoperative if such provision is contrary to Federal law.
- (c) The Company will furnish to the Union a list of all employees covered by this Agreement on a quarterly basis and/or as changes to list occur (when no changes occur during a quarter the quarterly update is required). Such list shall include the mailing address and telephone number of the administrative Reporting Center.

ARTICLE 15 - CONTINUOUS SERVICE

Continuous service of an employee shall be computed as follows:

- (1) Continuous service of an employee shall be computed from the employee's last hiring date after the last break in their service, if any (except as otherwise provided in subparagraph 3 hereof), but excluding all periods of absence from work for which no credit accrues toward continuous service, as hereinafter provided.
- (2) Continuous service shall be broken by:

Quit, retirement, discharge, or other termination of employment, including: absence for three (3) consecutive working days without notifying the Company; failure to report to work, either at the expiration of a Leave of Absence; or by acceptance of other employment while on Leave of Absence. Upon petition to the Employee's Disability Benefit Plan Committee, employees on approved Leaves of Absence who submit proof of a compelling need to accept temporary employment in another occupation because of severe hardship may be granted permission to accept such other employment while on Leave of Absence without breaking continuous service.
- (3) When an employee's continuous service has been broken and thereafter they are reemployed and accumulate one thousand (1000) hours of continuous service, then the break in the employee's continuous service shall be bridged and there shall be added to the one thousand (1000) hours of continuous service which has accumulated since their reemployment, the period of all previous service which the employee had prior to such reemployment.
- (4) No credit towards continuous service shall accrue or be granted for any period of absence without pay except for absence under a Leave of Absence which expressly provides for credit toward continuous service during such absence. Such Leaves of Absence will not be granted to employees when transferred to a similar position in geographic locations outside the bargaining unit. The Company will not use this provision to circumvent the other paragraphs of this Article.

ARTICLE 16 – SENIORITY

SENIORITY DEFINITION

Seniority is the length of continuous service with the Company following an employee's last date of entry or reentry into a job in the bargaining unit. Seniority for employees, who have entered the bargaining unit before 4/1/87, is their accredited seniority on record with GTE CSC as of 4/1/87, in addition to their length of continuous service with the Company in the bargaining unit since 4/1/87.

Seniority for former FBC employees who entered the bargaining unit "by accretion" (4/3/89) is their continuous service in the classification of Telecommunication Technician and/or Stockroom Attendant while employed by FBC and/or FBCS, in addition to their length of continuous service with the Company in the bargaining unit since entering "by accretion" (4/3/89).

When an employee's seniority has been broken, and thereafter, they reenter the bargaining unit and accumulate one thousand (1,000) hours of continuous service, then the break in the employee's seniority shall be bridged and there shall be added to the one thousand (1,000) hours of seniority which has accumulated since their reentry into the bargaining unit the period of all previous seniority which the employee had prior to such reentry into the bargaining unit.

Unless otherwise specified, layoff shall be by geographic area ("Area") within the bargaining unit.

SENIORITY AREAS

For purposes of seniority, areas will not be changed during the term of this Agreement except as provided herein or by mutual consent of the Union and the Company. For purposes of this Article, Technicians shall be considered in Seniority Areas known as Numbers 1 through 28 as illustrated in Attachment A. For purposes of determining which Reporting Centers are in which Seniority Areas, and how such Reporting Center will be staffed, any additional or new Reporting Centers to be implemented after the date of this Agreement will be discussed by the Union and the Company prior to the implementation of such Reporting Centers. When a new Reporting Center is created, at least one hundred (100) miles from a branch location, it will automatically become a new Seniority Area.

SENIORITY UNITS

For purposes of layoff, employees classified as Technicians shall be considered in one Seniority Unit within Areas 1 through 28 as illustrated in Attachment A.

Layoff activities shall not be administered between Seniority Units.

Except as otherwise provided herein, layoff activities shall be administered within and not between Seniority Areas.

LAYOFFS

In the event it becomes necessary to layoff employees within a Seniority Area and there are no job opening(s) in other Seniority Area(s), the layoff shall be in order of inverse seniority with the most junior employee within that Seniority Area being laid off first; unless the next more senior employee retained does not have the minimum skills and abilities to be able to perform the work that is available as evidenced by (1) failure of a required test, (2) certification, or (3) has valid customer complaints. If an employee has not had an opportunity to be trained, or has not been offered such training, specific to the provision in Article 25, only, the lack of that training will in no way be considered as part of the evaluation of minimum skills and abilities.

In the event there is a workforce surplus within a Seniority Area, and there are job opening(s) in other Seniority Area(s), the job opening(s) will be offered in order of seniority to the employees within the Seniority Area where the surplus exists; provided such employee has the minimum skills and abilities to be able to perform the work that is available.

In the event there are no volunteers for permanent assignment for the job opening(s) in other Seniority Area(s), and it becomes necessary to layoff employees within the affected Seniority Area(s), the layoff shall be as set forth in paragraph 1, above.

In the event there is more than one Seniority Area with workforce surplus, the job opening(s) will be offered as set forth in paragraph 2, above, but based on the combined affected Seniority Areas.

However, any permanent assignment may be declined by the employee, the layoff shall be as set forth in paragraph 1, above.

The Company will provide affected employees with ten (10) working days notice of layoff.

In accordance with the language contained in this Article, permanent assignments for workforce adjustment shall be allowed between Seniority Areas.

Permanent assignments for workforce adjustment shall be allowed within a Seniority Area when it is necessary to permanently assign employee(s) from one Reporting Center to another Reporting Center within the Seniority Area when caused by layoff, and/or any other workforce adjustments. In the event there is a workforce surplus in a Reporting Center and another job opening(s) exists within the Seniority Area, the job opening(s) will be offered in order of seniority to the employee(s) in the Reporting Center where the surplus exists, provided such employee has the minimum skills and abilities to be able to perform the work that is available.

In the event there are no volunteers, and it becomes necessary to permanently assign an employee(s) from within the affected Reporting Center where the surplus exists, the Company shall permanently assign employee(s) in order of inverse seniority with the most junior employee from within that Reporting Center being permanently assigned first; provided such employee has the minimum skills and abilities to be able to perform the work that is available.

In the event there is more than one Reporting Center with workforce surplus, the job opening(s) will be offered in order of seniority to employee(s) in the combined affected Reporting Centers, provided such employee has the minimum skills and abilities to be able to perform the work that is available.

However, any permanent assignment may be declined by the employee(s) and the most junior employee(s) will be placed on layoff status; the layoff shall be set forth as in paragraph one, above.

Present practices for transfer to locations in the states of Alaska and Hawaii will be continued.

In the event the Company is unable to fill the job opening(s) with the permanent assignment of an employee(s) from within the bargaining unit, the Company shall have the right to fill the job opening(s) with new bargaining unit members.

SEVERANCE PAY

In any event an employee is laid off from the Company, the Company will offer a severance package. The severance package is contingent upon: (1) signing a Company-provided Release Agreement releasing all waivable claims relating to the employee's employment and severance and any terms or conditions thereof (including, but not limited to, all rights to file any grievance, arbitrate any disputes, and/or receive monetary or any other form of relief) and (2) returning all Company property, including but not limited to, equipment, keys, badges, vehicle and credit cards to the Company.

The severance package consists of one (1) week of base salary at the time of termination for every completed year of employment with the Company, with a minimum of two weeks. For example, an employee with 1½ years of service would receive 2 weeks severance pay. An employee with 3½ years of service would receive 3 weeks of severance pay. Severance payments will commence within two weeks of Company receipt of the signed Release Agreement and be paid on a weekly basis.

Union and Company will meet to discuss voluntary buyout options when a layoff is being considered in a seniority area.

TEMPORARY EMPLOYEES

The Union and the Company agree to the following concerning temporary employees performing telephone equipment installation work:

1. Temporary employees will be limited to not more than one hundred and eighty (180) calendar days and shall be paid in accordance with Schedule A - Wages. The provisions of the Agreement, except for fringe benefits, shall apply to these temporary employees.

The Company shall furnish the Union with a list of all temporary employees covered by this paragraph including their names, date of hire, wage rate, job location and telephone number of job location and the anticipated length of employment, as soon as possible after their date of hire, but not more than five (5) working days from the date of hire.

2. The provisions of paragraph 1, above, do not apply to persons employed as temporary employees for purposes other than telephone equipment installation work.

SENIORITY LISTS AND ERRORS

Each quarter the Company will provide the Union with seniority lists by Seniority Area for each Seniority Unit.

In addition, twelve (12) working days prior to a layoff, the Company will provide the Union with a seniority list by Seniority Area for each Seniority Unit which identifies employees scheduled for layoff.

The Company will endeavor to mail these seniority lists to the Union fifteen (15) working days prior to the layoff. However, in no event will the seniority lists be mailed to the Union less than twelve (12) working days prior to a layoff.

It is recognized that both employees and Union representatives have a responsibility to notify the Company of discovered seniority inaccuracies on a timely basis. When the Company corrects records and movement inaccuracies within one (1) week after written notification is received from an employee or a Union representative, the correction of such inaccuracies shall constitute the total liability of the Company for the results of such inaccuracies.

ARTICLE 17 – HEALTH AND SAFETY

The Company shall make provisions for the safety of employees during the hours of their employment including safe means to move equipment. Employees have a responsibility to follow and comply with safety practices and procedures. Upon notification by the employee of a safety hazard, the Service/Installation Manager will immediately investigate and take appropriate action that may include correcting the hazard or reassigning the employee to another job. If in the judgment of the Service/Installation Manager, no hazard exists and the employee disagrees, the Service/Installation Manager, the Job Steward and the employee will attempt to resolve the matter. If the matter is not resolved, the Union may refer a grievance on the matter to the General Manager or designated representative in his absence and the Company's designated Representative in Human Resources for the immediate investigation and response within two (2) working days. The Company shall provide safety updates during regularly scheduled meetings on Company time on a quarterly basis.

ARTICLE 18 - TOOLS

The Company will provide all tools deemed necessary by the Company to perform assigned work. In addition, the Company will provide belts, pouches and/or tool kits to Technicians for the purpose of carrying tools.

Personal tools and carriers will be issued to new employees. Personal tool replacements will be issued to employees if the replacement is required. It will be the employee's responsibility to replace lost personal tools and carriers and to return all personal tools and carriers issued by the Company upon resignation or termination of employment.

Employees will not be required to carry Company tools and/or equipment in their private vehicles (a vehicle is defined as one that has four or more wheels; and is licensed for highway use) as a condition of employment. Employees who accept assignments of transporting Company tools and/or equipment in their private vehicles will be paid an amount per mile equal to one half of the mileage allowance applicable to employees. Note: Hand tools and laptops shall be exempt from the above mileage allowance.

An employee may be required to make local purchases of tools, equipment or material needed for installation work at a job site. When making such purchases, the employee will not be required to use their own money to pay for them.

ARTICLE 19 - DISCIPLINARY ACTION

Prior to any disciplinary action resulting in a documented verbal reprimand, written reprimand, suspension or termination of an employee, the employee, upon request, may have the Steward present. Managers and supervisors will be instructed that such discipline shall not take place in the presence of fellow employees. In the event the disciplinary action is being taken against the job steward, the job steward may request the Business Representative be present by conference call. The Company will schedule accordingly.

The Company shall not initiate disciplinary action against a bargaining unit employee later than ten (10) working days (excluding weekend days not worked, holidays not worked, vacation days and sick days) after the circumstances giving rise to the discipline or confirmation of the evidence upon which the Company is basing its decision to issue the discipline.

Following notification of a suspension or discharge of an employee, the Manager or supervisor will advise the employee that they may discuss the discipline with the Job Steward, in the absence of the Job Steward, with the Area Steward, Chief Steward or Business Representative by telephone.

The discussions between the Job Steward, Area Steward, Chief Steward or Business Representative and the suspended or discharged employee will be allowed unless there is a risk of work disruption, bodily injury, or property damage.

ARTICLE 20 - UNION REPRESENTATION

If a condition arises in which the transfer of an Area Steward, Chief Steward, or Business Representative may be necessary on a temporary basis, the Company's designated representative shall review the facts with the President-Business Manager of the Union and if they agree, the temporary transfer may take place.

Job Stewards will be transferred only for valid business reasons.

The procedure for transferring Job Stewards assigned to branches with at least four (4) employees, including the Job Steward, will be as follows:

The Employee population at a branch will be recorded on the date the Company received written notification from the Area Steward, the Chief Steward, Business Representative or the President-Business Manager of the Union of the appointment of a Job Steward on that branch. Such notification shall be sent to the Company's designated representative.

For branches with an even number of employees, at least one-half of the total employees in the branch as of the date of notification must be transferred to another reporting center before the Job Steward is transferred to another reporting center.

For branches with an odd number of employees, the number of employees transferred to another reporting center must be at least equal to the median number of employees in the branch as of the date of the notification minus one (1).

The above procedure for transfer of Job Stewards will not be applicable to branches of less than (4) employees and may be bypassed in branches of four (4) or more employees by mutual written agreement of the Job Steward and the Manager. A copy of this agreement will be sent to the Area Steward, Chief Steward, or Business Representative by the Manager.

ARTICLE 21 - PAYCHECK DISTRIBUTION

All Employees will be paid via direct deposit into the bank account of the employees' choice.

ARTICLE 22 - SERVICE STANDBY PROVISION

The Company shall ask for volunteers to be designated as being on "standby" status. In the event there are no volunteers, the Company shall have the right to designate an employee as being on "standby" status. Employees so designated shall be capable of performing maintenance work and will be assigned on the basis of a rotational roster. Standby payment will be made on a weekly basis according to the provisions of Schedule A, Section 4, D.

An employee designated as being on standby shall be reachable by signal device and remain within a reasonable distance of the Reporting Center. In the event that the use of a signal device is not possible, the employee on standby shall leave a telephone number where they can be reached through dispatch and shall inform dispatch of a phone number where they can be reached in the event of a change in location.

A standby period shall consist of the time period starting at the beginning of an employee's work shift on Monday and shall end at the beginning of their shift on the following Monday. Such employee may have another employee cover a day(s) if it is mutually agreed upon by the employees and their management.

In the event the employee designated as being on "standby" status is unavailable due to absence, it will be the Company's responsibility to designate another employee as being on "standby" status to cover such absence.

The Company shall only be required to pay standby pay to the employee who actually performs that role.

ARTICLE 23 - SICK TIME ALLOWANCE

Following the employee's completion of his/her first 90 days of employment, an employee shall be eligible for pay for 48 hours of lost time due to personal illness each calendar year.

At the end of a calendar year, an employee will carry over any unused hours remaining under the above program to the next year. However, in no case shall an employee's sick time allowance exceed 80 hours in any calendar year.

In the event that the employee has exhausted their sick time for the year they can elect to use vacation time as needed.

ARTICLE 24 - GROOMING AND WORK ATTIRE

The minimum acceptable grooming and work attire allowed will be, dress shirt or dress knit shirt with collar (no tee type shirts or sweat shirts), dress slacks or business casual (no jean type pants or shorts), dress shoes or dress work shoes (no tennis style shoes or open toe shoes), hair must be kept trimmed and kept clean, facial hair (if applicable) must be trimmed and kept clean.

If Company shirts are provided, they are intended to substitute for the above described "dress shirt or dress knit shirt" but not to exclude the use on occasion of the above described dress shirt or dress knit shirt. The remainder of the minimum acceptable grooming and work attire standards will continue to apply to employees in all classifications receiving shirts from the Company.

No exceptions to these minimum standards will be allowed, except when the work assignment involves activities that may cause normal attire to become easily soiled or stained. The Manager will review the circumstances in advance and either issue coveralls or allow the employee to wear more appropriate clothing as determined by the Manager as being better suited for the work assignment.

ARTICLE 25 - PERFORMANCE STANDARDS AND TRAINING

As a condition of employment, Bargaining Unit employees by this Agreement are: 1) required to develop the knowledge, skills and abilities necessary to be able to perform the tasks required of the classification, 2) perform all tasks in a courteous and professional manner (without valid customer complaints), and 3) attain state licensing when required. Furthermore, when Technician job openings exist in a Reporting Center in a state which requires licensing, the Technician will be notified in advance of this requirement prior to accepting the position.

The Company will provide the Avaya "Foundational Core Knowledge Assessment" which must be taken in the Branch office during business hours (as a pre-requisite, if needed) and/or Avaya or other manufacturer equivalent training to the technicians, which will be mandatory that they complete the coursework and follow the balance of this Article's requirements.

Employees taking the Avaya "Foundational Core Knowledge Assessment" (prescriptive assessment) will identify their areas of technology expertise and areas needing improvement. Following the assessment, the employee will receive a personal learning plan (i.e., Roadmap) targeting specific improvements and identifying which specific eCourse lessons are needed to fill the knowledge gaps to help in your studies to gain the formal credential of an Avaya "Foundational Technology Expert".

Upon receipt of the credentials above, the Company will provide the recently certified Technician hands-on OJT on a related installation, as soon as the opportunity becomes available.

In order to establish this program, the Company will provide well-defined Avaya/other manufacturer recommended hours for training; the purpose of which is to accelerate the time to achieve certification. Dedicated time will be scheduled in minimum increments of 8 hours, or remaining time needed to complete the certification training material.

Each Technician offered the opportunity to go through the training and certification process must complete the certification process successfully within the scheduled time. All Certification courses and testing will be completed within three (3) calendar months after initial enrollment. It is the responsibility of Altura employees and Altura management to schedule the time needed to complete Avaya training.

A Technician who initially fails to achieve the current Avaya "Foundational Core Knowledge Assessment" and/or Avaya or other manufacturer certification will be provided with a second opportunity for certification testing to become certified no later than two (2) months following the date of the first failure.

Employees who need to retake exams will be given sixteen (16) hours of work time for study purposes. If requested, remote tutoring will be provided to assist employees and answer questions about course material during study time to re-take the test.

Re-testing will be conducted during normal working hours. Altura will pay employees the actual time spent taking the re-test, and all costs related to the test itself.

If the Technician fails the certification the second time, the Technician may opt to be retested within the first month of the second failure date on the same certification or choose to have his/her employment with the Company terminated with severance in accordance with Article 16. In the event that the Technician fails the certification the third time, he/she, at the Company's option, (1) may be placed into Seniority level B, or (2) he/she may be terminated by the Company but will be eligible for severance pay in accordance with Article 16.

In accordance with (1) in the preceding paragraph, the Company, at its sole discretion may decide to retain the employee and place him/her into the newly designated Seniority level B (within the affected Seniority level). Technicians who are moved into Seniority level B will retain their seniority date for the purposes of all other rights and benefits of this contract with the exception of layoff or termination, which will be based upon seniority within Seniority level B. Technicians within Seniority level B will retain their same rate of pay as they entered Seniority level B. Upon satisfying the requirements, as described below, and returning to Seniority level A, the technician will receive the current pay rate commensurate with their technician level (i.e., DB technician).

Notwithstanding the previous requirements, technicians located within Seniority level A may determine to proactively (self-initiated) take pre-approved ACA/CTP and/or Avaya Equivalent/Communication Manager Certification training on their own time. The employee must submit a request for approval to take the (self-initiated) ACA/CTP and/or Avaya Equivalent/Communication Manager Certification training, in accordance with the Company's Educational Assistance Guidelines. The Company will pay a bonus of Five hundred dollars (\$500.00) less applicable taxes and deductions, to technicians in Seniority level A who proactively (self-initiated) successfully complete the pre-approved ACA/CTP Certification on their own time.

Technicians who are placed into Seniority level B may decide to complete the Avaya "Foundational Core Knowledge Assessment" and/or Avaya or other manufacturer equivalent Certification training on their own time and at their own expense. Upon successful completion and achievement of the Certification (no expenses will be reimbursed), the employee will be restored into seniority level A.

The Company reserves the right to offer certification to other Technicians as business dictates. The Company will also offer quarterly technology boot camps at various branch locations, and provide other training opportunities on other products to all other Technicians at least once during the contract time period.

ARTICLE 26 - VALIDITY

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

ARTICLE 27 -EMPLOYEE STOCK PURCHASE PLAN

In the event Company management recommends to its shareholder(s) the adoption of an employee stock purchase plan, the Company and Union agree to reopen this Agreement for the sole purpose of negotiating the terms under which the Company would recommend the inclusion of the Bargaining Unit in that plan.

Article 28 - Adverse Weather Conditions and/or Natural Disasters Policy

1. It is the intent of the Company to continuously keep its business operations and facilities open in order to service its customer base.
2. In the event that exceptional circumstances such as adverse weather conditions and/or natural disasters cause the Company to shut down its business operations, all employees affected will be paid their straight time hourly wage, not to exceed a total of eight (8) hours per day to a maximum of three (3) days. In the event that the Company's business operations remain shut down beyond three (3) consecutive business days, the employee may elect to use vacation time or floating holidays to cover any additional lost time.
3. In order to receive such compensation, employees must complete a timesheet accounting for this time lost from work using the appropriate code number. The immediate supervisors must approve by signature all timesheets with these entries.
4. This policy recognizes that these may be instances of localized inclement weather or disaster conditions which could impact individual employees, but not give rise to conditions requiring the Company to close its facilities and/or shut down its business operations. In these localized instances, employees are encouraged to make an informed choice as to whether they should attempt to report to work. If they elect not to report to work, they will not be paid. However, they may elect to use a vacation day, sick day, or floating holiday to cover their time for that day, subject to the approval of their immediate supervisor.

SCHEDULE A

Schedule A referred to and forming a part of Agreement between

ALTURA COMMUNICATION SOLUTIONS, LLC

and

LOCAL UNION NO. 21 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

SECTION 1. WAGE PROGRESSION INCREASES

Wage progression increases due on a Monday will be effective on Monday. Wage progression increases due on a Tuesday, Wednesday or Thursday will be effective on the Monday of the same week. Wage progression increases due on a Friday, Saturday or Sunday will be effective the following Monday.

- A. General increases due on anniversary dates shall be implemented effective on the following days:

<u>Day of the Week Which the Contract Anniversary Date Falls</u>	<u>Effective Date of Implementation</u>
Monday	Monday (the same day)
Tuesday	The immediate preceding Monday
Wednesday	The immediate preceding Monday
Thursday	The Monday immediately following
Friday	The Monday immediately following
Saturday	Saturday (the same day)
Sunday	Sunday (the same day)

- B. Additional Pay Increases

The wage rates in the schedules in Section 2, for all progression levels, are the minimum wage rates that must be paid to each employee. Management, at its discretion, may choose to give additional increases to individual employees as warranted.

SECTION 2: TECHNICIAN CLASSIFICATIONS

WAGE RATES 8/1/12 THRU 7/31/15

Progression Levels	Rate 8/1/2011	8/1/12 Increase Amount	Rate 8/1/2012	8/1/13 Increase Amount	Rate 8/1/2013	8/1/14 Increase Amount	Rate 8/1/2014
Start							
Start - A	\$11.01	\$0.06	\$11.07	\$0.06	\$11.13	\$0.06	\$11.19
6 mos-AB	\$11.85	\$0.06	\$11.91	\$0.06	\$11.97	\$0.06	\$12.03
18 mos- BA	\$14.63	\$0.07	\$14.70	\$0.07	\$14.77	\$0.07	\$14.84
30 mos-BC	\$16.19	\$0.08	\$16.27	\$0.08	\$16.35	\$0.08	\$16.43

Tech BC and below are not entitled to seniority level status until they reach the sixty (60) month CA seniority progression level. Once CA level is achieved, seniority will be bridged from date of hire.

60 mos-CA	\$25.27	\$0.13	\$25.40	\$0.13	\$25.53	\$0.13	\$25.66
72 mos-CC	\$26.38	\$0.13	\$26.51	\$0.13	\$26.64	\$0.13	\$26.77
78 mos-D	\$29.13	\$0.15	\$29.28	\$0.15	\$29.43	\$0.15	\$29.58
90 mos-DB	\$33.84	\$0.17	\$34.01	\$0.17	\$34.18	\$0.17	\$34.35

SECTION 4: ADDITIONAL PAYMENTS

A. TECHNICIAN-IN-CHARGE PAYMENTS

	<u>Effective 8/1/09</u>
Technician designated by Company as foreman in charge of a crew of twenty-one or more persons on Company or job payroll	\$1.70
Technician designated by Company as foreman in charge of a crew of fifteen to twenty persons on Company or job payroll	\$1.60
Technician designated by Company as foreman in charge of a crew of seven to fourteen on Company or job payroll	\$1.40
Technician designated by Company as foreman in charge of a crew of one to six persons on Company or job payroll	\$1.10
<u>SUB-FOREMAN</u>	\$.50
Technician designated by Company as foreman (assisting a foreman at a single job location in charge of a crew on same location)	

The above in-charge payments are in addition to the prescribed wage scale. Technicians will not be required to accept Technician-In-Charge or Sub-Foreman assignments.

B. DEFINITIONS

REPORTING CENTER

A Reporting Center is defined as the location where the employee is permanently assigned. It may be a job location or administrative office designated by the Company. The Company will not designate a Reporting Center at a location where the work is expected to last less than forty-five (45) calendar days. In the event a Reporting Center is no longer staffed, it will cease to be a Reporting Center.

PERMANENT ASSIGNMENT

A change of Permanent Assignment is defined as a transfer of an employee from one (1) Reporting Center to a new Reporting Center. If applicable, a Local or Temporary Assignment shall be terminated and the employee shall be returned to the Reporting Center before a Permanent Assignment or layoff can be initiated. The transfer form will be completed and a copy will be mailed to the Union office at the time of transfer.

See Travel and Expense Reimbursement for further information related to Permanent Assignment.

TEMPORARY ASSIGNMENT

A Temporary Assignment is defined as an assignment of an employee to a work location or training school that requires an overnight stay away from the Reporting Center as determined by the Company.

See Travel and Expense Reimbursement for further information related to Temporary Assignment.

LOCAL ASSIGNMENT

A Local Assignment is defined as an assignment of an employee to a work location or training school that does not require an overnight stay away from the Reporting Center as determined by the Company.

C. TRAVEL

TRANSPORTATION

Bargaining unit members must have a valid driver's license. An employee required to travel on Company business shall be provided transportation by the Company; or be reimbursed for use of public transportation; or receive mileage allowance for use of personal vehicle (a vehicle is defined as one with four or more wheels and is licensed for highway use), provided the employee certifies that they have at least the minimum vehicle insurance coverage, as required by the State where the vehicle is registered.

In cases where public transportation is required for the convenience of the Company, an employee will be returned to their former job site, if they so desire before again being transferred. In this situation, if courtesy transportation is not available, to and from the job site, local living quarters and suitable dining facilities, the Company will provide local transportation or, with prior approval, reimburse for local transportation.

LOCAL TRAVEL

Except as provided below, an employee assigned to a work location within the designated Reporting Center Area (established Service Area) or within a thirty (30) mile radius of the Reporting Center (whichever is the greater distance), will be required to travel to the first assignment of the work shift and from the last assignment of the work shift on their own time.

When an employee is reassigned from one job assignment to another job assignment within the limits of a Reporting Center Area or within the thirty (30) mile radius (whichever is the greater distance), shall be paid mileage allowance (if applicable) and travel time for the initial assignment.

For each day worked on a job assignment requiring travel outside the limits of the Reporting Center Area or thirty (30) mile radius (whichever is the greater distance), the employee shall be paid mileage allowance (if applicable) and travel time for the round trip distance between the Reporting Center and job assignment.

Effective August 1, 2000, the Service Center boundaries for all new Report Centers will be established by mutual agreement between the Company and the Union, or in absence of an agreement, a forty five (45) mile radius from the Report Center office.

TRAVEL TIME

An employee required to travel on Company business (Temporary or Permanent Assignment) shall receive paid travel time, computed at the rate of one (1) hour per each 52.5 miles traveled by most direct route as determined by Rand McNally. Payment will be at the employee's current rate of pay. The Company will consider extraordinary circumstances for deviation requests from the above travel time specifications on an individual basis.

RELOCATION TIME

Relocation Time is the reasonable amount of paid time off from work at the old Reporting Center and at the new Reporting Center, when there is a change of Permanent Assignment.

An employee will qualify for paid Relocation Time at the old Reporting Center when the transfer results in a change of personal residence and the employee has submitted a written request.

The employee must report to their new Manager or designated representative at the new assignment prior to becoming eligible for time off with pay at the new Reporting Center. When an employee elects to travel to a location assignment on a weekend, a holiday, or during vacation, time off with pay equal to the travel and relocation time will be allowed.

RELOCATION ALLOWANCE

When an employee accepts a Permanent change of assignment to a new Reporting Center and when that assignment results in a change of personal residence, the employee will receive a Relocation Expense reimbursement of actual expenses up to a maximum of fifteen thousand dollars (\$15,000). A cash advance will be provided to employees requiring such. Any cash advance will be reconciled with the Company within thirty (30) calendar days of the employee's arrival at the new Reporting Center.

Payments will be denied if the employee does not report to the new Reporting Center, and/or discontinued if the employee quits or is terminated for just cause before completion of the thirty (30) calendar day period. Payments will not be made in the event the employee refuses the new assignment.

MILEAGE ALLOWANCE

An employee required to travel for Company business in their own personal vehicle shall qualify for Mileage Allowance, provided the employee certifies that they have at least the minimum vehicle insurance coverage, as required by the State where the vehicle is registered. The Mileage Allowance reimbursement will be at the current IRS allowable rate per mile traveled for Company business.

EXPENSE REIMBURSEMENT

An employee shall receive while on Temporary Assignment reimbursement of reasonable expenses incurred. Expense reimbursement will be allowed for the reasonable cost of lodging, meals (meals are reimbursed in accordance with the established per-diem schedule), transportation, and other incidental costs appropriate to the assignment. All expenses other than meal expenses must be supported by appropriate receipt (when an employee is required to work on a large installation temporary assignment in excess of 3 weeks, at the employee's request, lodging and airfare may be charged to their

supervisor's or area director's company credit card, if the expense would create a substantiated, undue hardship on the employee).

Disputes concerning issues related to lodging accommodations will be immediately addressed by the Job Steward and Immediate Supervisor and a mutually acceptable resolution will be reached.

When an employee is on temporary assignment that requires an overnight stay, the employee is eligible for the appropriate meal stipend from the time of departure through conclusion of the temporary assignment in accordance with the following schedule. In addition, an employee on an extended work schedule of twelve (12) or more hours that requires the employee miss an evening meal (dinner), then the employee qualifies for dinner reimbursement.

Breakfast	\$ 7.00
Lunch	\$11.00
Dinner	\$24.00

An employee required to travel on Local Assignment shall receive reimbursement for reasonable cost of public transportation when approved in advance by the Company.

An employee transferred to a new Permanent Assignment shall receive Mileage Allowance for use of their own vehicle for all miles from the old Reporting Center to the new Reporting Center by the most direct route, as determined by Rand McNally. The Company will pay for the reasonable cost of lodging, meals (meals are reimbursed in accordance with the established per-diem schedule), and other incidental cost appropriate to the Permanent Assignment, during the Travel Time to the new Reporting Center and during Relocation Time at the new Reporting Center. All expenses must be supported by receipt. When an employee chooses to use public transportation, they shall receive reasonable reimbursement for such cost; however, there will not be any duplication of payment for later use of personal vehicle as related to the move. The Company reserves the right of advance approval for the type of transportation utilized. No expense reimbursement for public transportation will be allowed after arrival at the new Reporting Center.

An employee on Temporary Assignment of greater than one (1) calendar week in duration may elect to return home for a weekend if requirements permit, as determined by the Company. The payment amount will be calculated at the rate allowed by the Mileage Allowance, not to exceed 700 miles total per round trip per weekend or at the Company's discretion the Company will provide the employee with round trip airfare. No other expense reimbursement will be allowed.

NOTICE OF ASSIGNMENTS

An employee shall be given as much advance notification of change of a Permanent Assignment as reasonably practical; however, the minimum advance notification will not be less than thirty (30) calendar days.

During the notice period, the Company may temporarily assign the employee to the site of the permanent assignment, for a period not to exceed ten (10) working days.

Due to the nature of the Company's business, advance notification of Temporary Assignment is not always practical. The Company will, however, provide the employee as much notification as possible.

In no case shall a Temporary Assignment exceed one hundred and twenty (120) calendar days, unless mutually agreed upon by the Immediate Supervisor and the Technician(s).

D. STANDBY PREMIUM

- (a) Effective August 1, 2012 through July 31, 2015 the weekday Standby rate will be fifteen dollars (\$15.00) per day, Monday through Thursday. The weekend Standby rate will be twenty-six dollars (\$26.00) per day, Friday through Sunday.
- (b) In addition to the above, there will be a premium of thirty-five dollars (\$35.00) paid per Holiday when a Holiday(s) fall within the Standby week.
- (c) A day will be the twenty-four hours (24) period of time commencing at 8:00 a.m. and continue until 7:59 a.m. the following morning. Weekday rate is applicable from 8:00 a.m. on Monday through 7:59 a.m. on the following Friday. Weekend rate is applicable from 8:00 a.m. on Friday through 7:59 a.m. on the following Monday.
- (d) See Section 5. Overtime Rules for further information.

E. CLIMBING PREMIUM

Employees who have been properly trained and who voluntarily accept work assignments which require working on the exterior of structures of thirty (30) feet or higher will be paid a premium of \$5.00 per hour.

Whenever an employee is assigned to work thirty (30) feet or higher, or on the exterior of structures of thirty (30) feet or higher, there shall be a minimum of two (2) persons present. However, premium pay as set forth above shall only be paid to the employee actually working at or above thirty (30) feet. The second person present at the job may or may not be a bargaining unit member depending on business requirements. A person present who is not a bargaining unit member shall not perform bargaining unit work.

The Company shall provide the appropriate safety equipment.

F. NIGHT PREMIUM

For regularly scheduled work periods beginning on or after 2:00 p.m. and before 6:00 a.m., a premium of seventy-five cents (\$.75) per hour will be paid.

SECTION 5. OVERTIME RULES

- A. For purposes of computing overtime premium pay, the workweek shall be the seven (7) day period commencing at 12:01 a.m., Monday. The regular scheduled workweek will normally consist of forty (40) hours of five (5) days of eight (8) hours each.
- B. Time and one-half will be paid for time worked in excess of eight (8) hours of a scheduled work tour.
- C. Time and one-half will be paid for work in excess of forty (40) hours per week less all time for which daily overtime, sixth day or Sunday premium or holiday premium pay has been earned.
- D. Time and one-half will be paid for the work performed on a tour beginning on the sixth day worked (Saturday). For the purposes of determining a sixth day worked, the following shall apply: (i) a scheduled work tour which commences before Midnight and continues into the next day shall be construed as a single day of work; (ii) recognized holidays not worked celebrated Monday through Friday shall not be excluded; (iii) excused absence due to illness shall not be excluded; (iv) absence for scheduled Union business by the Business Representative, Chief Steward, Area Steward, or Job Steward shall not be excluded; and (v) at least twenty-four (24) hours advance notice when no work is being scheduled on a day or days Monday through Friday, inclusive, is required if said day or days are not to be counted in computing what constitutes a sixth day worked. (This does not apply if the employee would not have been available for work had work been scheduled; nor does it imply any payment for hours not worked.)
- E. All work performed on Sunday (Sunday to commence at 12:01 a.m.) shall be compensated for at double time, provided the employee has worked all Company scheduled hours of the week commencing at 12:01 a.m. the previous Monday. If all scheduled hours have not been worked, the employee's pay shall be computed at the time and one-half rate if required by Paragraph C above.
- F. There shall be no duplication of overtime premium for the same hours worked by reason of premium payments for daily overtime hours, for sixth day work, Sunday work, or holiday work.
- G. When an employee is called for immediate reporting, pay will begin when the employee actually reports to work. A minimum of two (2) hours pay at the overtime rate will be paid unless the call occurs less than two (2) hours before the start of the employee's next scheduled shift.
- H. When an employee is called for immediate reporting and attempts to repair the trouble by remote access or telephone call to the customer, the employee will be paid a minimum of one (1) hour at the applicable overtime rate. Pay will begin when the employee actually commences work and continue until the problem is satisfactorily addressed.

If an employee is unable to satisfactorily address the problem by remote access or telephone call to the customer, and must dispatch, the employee will remain in pay status, and will then be provided the two (2) hour minimum pay in accordance with Schedule A, Section 5, Paragraph G. The decision to attempt to satisfactorily address the problem by remote access or telephone call to the customer will be at the employee's discretion.

- I. Subject to customer and efficiency requirements when assigning overtime, the Company will give priority to employee preferences as to whether the overtime is scheduled during the regular workweek or weekends. Management, at its discretion, will distribute overtime as fairly as practicable and give 72 hours notice whenever practicable.

SECTION 6. HOLIDAY RULES

Each employee shall be paid for eight (8) hours at their current wage rate in effect on the day prior to the holiday (excluding overtime) for recognized holidays not worked.

Recognized holidays (or days celebrated for any thereof) within the meaning of this Agreement are as follows:

Effective August 1, 2012 through July 31, 2015:

New Year's Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year's Eve Day

Two (2) Floating Holidays (Subject to prior approval of the employee's supervisor based on operational requirements at the individual employee's choice any time during the contract year. However, if any employee chooses Good Friday and/or Martin Luther King Day as one of his Floating Holidays, it will be approved by his supervisor.)

In the event that a recognized holiday occurs on Saturday, it shall be celebrated on the Friday immediately preceding, and in the event that a recognized holiday occurs on Sunday, it shall be celebrated on the Monday immediately following, and the rules concerning payments for the holiday shall apply to such Friday or Monday, provided, however, that the parties hereto may otherwise mutually agree with respect to any such holiday.

If an employee is required to work on a recognized holiday, they shall receive time and one-half for all hours worked, and in addition, they shall be paid for the recognized holiday. Further, all hours worked in excess of the normal shift by the individual employee shall be paid at the double time rate.

SECTION 7: VACATION RULES

The vacation schedule and minimum Company service eligibility requirements shall be as follows:

Employees with 20 or more years of service as of 8/1/2006:

<u>Weeks of Paid Vacation</u>	<u>Minimum Company Service Eligibility Requirements</u>
2 Weeks *	1 Year
3 Weeks	5 Years
4 Weeks	15 Years
5 Weeks	25 Years

Employees with less than 20 years of service as of 8/1/2006:

<u>Weeks of Paid Vacation</u>	<u>Minimum Company Service Eligibility Requirements</u>
2 Weeks*	1 Year
3 Weeks	5 Years
4 Weeks	15 Years

* Effective August 1, 2009.

To be eligible for vacation with pay in any one year the employee must be on the payroll as of December 31 of the next preceding year and must have completed the required service on or before December 31 of the vacation year; provided, however, that if the anniversary date of the employee's date of employment falls on a date following the regular vacation period but prior to December 31 of that vacation year then such employee shall receive vacation pay only after completing the required years of service listed above. An employee may carry over a maximum of eighty (80) hours of vacation from one calendar year to the next calendar year. Vacation may be taken in half-day increments.

If an employee is laid off due to lack of work or granted a medical leave of absence during the 4th quarter of the next preceding year and is rehired with a service bridge during the vacation year, the requirement to be on the payroll as of December 31 of the preceding year will be waived and the employee will be eligible for paid vacation.

All employees entitled to vacations with pay, as herein provided, shall be paid for said vacation period on the basis of the their hourly wage rate in effect when the vacation is taken (excluding overtime) times forty (40) hours for each week of vacation pay. "In charge" premium earned by a Technician in the week preceding their vacation will be included in computing vacation pay. When a "paid holiday" occurs during an employee's vacation, the employee will be allowed an additional day of paid vacation.

A week of vacation shall be any seven (7) consecutive calendar days.

When an employee's service entitles them to an additional week of vacation (five (5) calendar days when taken a day at a time) at any time during a calendar year, the employee may take the additional week of vacation (five (5) calendar days when taken a day at a time) prior to completing the required service, subject to the business needs of the Company. However, the employee taking vacation in advance of the qualifying date will not be paid for the additional week of vacation (five (5) calendar days when taken a day at a time) until the first payday following completion of the required service.

During the first two (2) months of each calendar year, each Service/Installation Manager at each Reporting Center will request that all employees under their direction submit vacation schedule requests.

The Service/Installation Manager will determine the minimum staffing requirements to meet customer requirements and thereby derive the maximum number of employees that can be away from the Reporting Center for a week at a time for any reason. The Service/Installation Manager will slot the vacation requests as received from the employees on an appropriate vacation schedule. If the quantity of employees requesting vacations for a given week exceeds the quantity determined appropriate by the Service/Installation Manager, the least senior employee will be notified, in writing, of the situation and asked to submit a new vacation schedule. Any vacation requests received after the first two (2) months of the year will be treated as a rescheduled vacation.

The Service/Installation Manager must be notified of an employee's desire to reschedule a vacation. The Service/Installation Manager will review the request and authorize the change only if there is no conflict with minimum staffing requirements. The Service/Installation Manager will attempt to resolve schedule conflicts if the request to reschedule vacation is received a minimum of four (4) weeks prior to the start date of the rescheduled vacation request. The Service/Installation Manager will reject the reschedule vacation request if a conflict exists and the request was received less than four (4) weeks prior to the start date of the rescheduled vacation request.

Scheduled vacation approved during the first two (2) months of the calendar year will take precedent over reschedule vacation requests regardless of seniority.

All requests for one day at a time vacations will be reviewed in accordance with minimum staffing requirements and authorized if Report Center manpower requirements are met.

An employee who is entitled to two (2) or more weeks of vacation per year may elect to take two (2) vacation weeks a day at a time, subject to the following provisions:

- (a) The employee must give their supervisor at least five (5) working days advance written notice of each vacation day to be taken a day at a time.
- (b) The supervisor must agree that business conditions will allow the employee to take the vacation on the day selected by the employee for that purpose.
- (c) By mutual agreement between the supervisor and the employee, the five (5) working day advance notice may be waived.

Any employee who voluntarily leaves the service of the Company, is laid off, or is discharged, and who at the time is eligible for vacation and who has not received the vacation with pay to which they may be entitled for that year, shall receive the vacation pay to which they are entitled. Any such vacation payment shall be made as soon as possible after such discharge or quit.

SECTION 8. FUNERAL LEAVE

Each employee shall be entitled to a maximum of four (4) working days off with pay at average hourly earnings to attend to personal matters resulting from death in the immediate family (mother or stepmother, father or step-father, sister, brother, spouse, children, foster children and step-children, grandparents, great-grandparents, spouse's grandparents, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, grandchildren, great-grandchildren, aunts or uncles, legal wards or guardians, or spousal equivalents). No payment will be made for this lost time beyond three (3) working days after the date of the funeral (or formal memorial service in lieu thereof) or during holidays, leaves of absence, vacations, during a period when sick benefits are being paid, for scheduled overtime or for any day on which such employee would otherwise not be scheduled to work.

SECTION 9. HEALTHCARE

Effective 1/1/2010, bargaining unit employees will be offered the same Healthcare Plan and rates offered by the Company to all non-bargaining unit employees.

Employees' contributions to the cost of the premiums are the same for Bargaining Unit employees as Non-Bargaining Unit Employees for applicable plans.

The Company has the sole right to select insurance carriers, managed care providers and administrators. While a change in providers or administrators might result in a change in the coverage details, the Company will continue to provide comparable comprehensive coverage. Any subsequent changes in the details of the comprehensive coverage will be discussed with the Union before being announced to the employees.

In addition, during the term of this Agreement, the Parties, as mutually agreed, may engage in negotiations concerning adoption of healthcare options proposed by the Union. However, no such change will be made unless mutually agreed to by the Union and the Company.

SECTION 10. PENSION

- (a) Subject to obtaining the necessary government approvals, changes in substance as set forth below shall be made in the Altura Communications Solutions Pension Plan for Union Represented Employees (herein called the "Pension Plan") as amended, insofar as it applies to the employees of the Company in the bargaining unit represented by the Union.
- (b) Effective October 1, 2003, the company Pension Plan for bargaining unit employees is frozen with benefits accrued by all eligible employees calculated for periods of service up through and including September 30, 2003. The calculation on and after August 1, 2003 is based on the monthly pension rate of \$30.21. No additional service credits or benefit accruals will be earned by participants on and after October 1, 2003 and there will be no future increases in the monthly pension rate set forth above.
- (c) Any new bargaining unit employees hired on or after October 1, 2003 are not eligible to participate in the Company Pension Plan.
- (d) Effective 1/5/89, the monthly amount of pension for an Employee who elects early retirement between the age of 55 and 65 pursuant to the terms of the Pension Plan shall be reduced by an early retirement factor of three (3) percent (3%) per year up to age 65, with the total pension reduction having a twenty-five (25) percent (25%) maximum.
- (e) An Employee may elect in accordance with the terms of the Pension Plan an alternate other than a spouse to receive a Survivor and Joint Survivor Pension.
- (f) An Employee who becomes disabled in accordance with the terms of the Pension Plan and who has fifteen (15) years or more of accredited service shall be entitled to a Disability Pension.
- (g) The Company will, at its own expense, undertake to obtain the governmental approvals necessary to place this Pension Plan into effect. Until the approvals are obtained, pension payments will be made in accordance with the Pension Plan as in effect prior to the effective dates specified herein. When the approvals are obtained, the amendments specified herein to be made in the Pension Plan will be made retroactive to the effective dates specified herein.
- (h) The Company agrees that it will, as soon as practicable after it obtains the necessary government approvals, prepare at its own expense a revised pension booklet which will reflect the amendments to the Pension Plan made by this Agreement. Except as otherwise expressly provided in this Agreement, the provisions of the new pension plan to be set forth in the new booklet will be the same as the Pension Plan in effect prior to January 5, 1989, with such appropriate changes in form, language and dates therein as shall be necessary.

- (i) The Company shall have the right to amend the Pension Plan in any way, except that no such amendment shall diminish the pension rights prescribed by the Pension Plan as amended by this Agreement, unless it is necessary to avoid the violation of any law or governmental regulations or to meet requirements which the Government may impose, so as to obtain the necessary governmental approvals to place these amendments in effect and to continue them in effect.
- (j) Subject to obtaining governmental approvals for these amendments to the Pension Plan, this Agreement supersedes and cancels the prior agreement relating to pensions covering Union employees of the Company in a recognized collective bargaining unit.
- (k) The Agreement shall continue in force from 8/1/12 to 7/31/15 and from year to year thereafter unless either the Company or the Union gives notice to the other sixty (60) days prior to expiration date or prior to July 31 of any subsequent year of a desire to change, modify or terminate this Agreement.

SECTION 11. SAVINGS AND INVESTMENT PLAN

Employees with ninety (90) or more calendar days of service will be entitled to participate in the Altura Communication Solutions, LLC Union 401(k) Plan. Altura shall have the sole discretion to administer and amend the Plan. As the Company matching contribution, the Company may contribute \$.50 (50 cents) for each \$1.00 an employee contributes up to 6% of eligible compensation.

If Altura determines to modify or close the 401k Plan for its Non-Union employees, then the Company reserves the right to modify or close the Union Savings and Investment Plan (Altura Communication Solutions, LLC Union 401k Plan).

SECTION 12. FAMILY AND MEDICAL LEAVE ACT

The Company and the Union acknowledge that Bargaining Unit employees are subject to the provisions of the Family and Medical Leave Act. The Company will administer such provisions in its discretion consistent with its rights and obligations under the Act and the applicable regulations and guidelines issued by the Department of Labor.

SECTION 13. NATIONAL EMPLOYEES BENEFIT AGREEMENT

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month. The payment shall be made quarterly as in the past.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having this agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this labor Agreement.

It is agreed that if the Specialty Agreement is withdrawn by the International Brotherhood of Electrical Workers of Washington, D.C. for any reason during the term of this Agreement, the Company may at its sole discretion, withdraw from the NEBF. The Company agrees that there will be no diminishment of pension benefits as a result of such withdrawal from the NEBF.

SECTION 14. DISABILITY INSURANCE

The Company shall offer Bargaining Unit employees a Short Term Disability (STD) plan and a Long Term Disability (LTD) plan. Benefits under the STD and LTD plans will be the same as offered to non-union employees. The company will pay the cost of the STD and LTD plans. Employees should refer to the Annual Overview of the Health and Welfare Benefits Plan for details of benefit coverage.

Section 15 - PROFIT SHARING

Bargaining unit members shall be included in the same Altura Profit Sharing Program as non-union employees for the Plan years 2012, 2013 and 2014. The profit sharing bonus for each calendar year, if any, is paid in the following year. Profit sharing bonuses are paid at the sole discretion of the company's executive management.

IN WITNESS WHEREOF, each of the parties signatory hereto, pursuant to proper authority, has caused this Agreement to be signed by its proper officers or representatives.

ALTURA COMMUNICATION SOLUTIONS, LLC

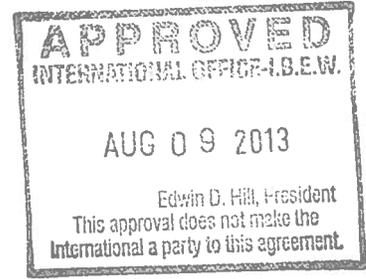
LOCAL UNION NO. 21 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO

BY: Breg Felle

BY: Paul [unclear]

Date: 5/16/2013

Date: 5/21/13



**ATTACHMENT A
Technicians**

SENIORITY AREAS		Reporting Centers	
Area 1:	Northeast	Milford, MA	Hanover, NH
Area 2:	Connecticut/New York	Middleton, CT Oriskany, NY	Hicksville, NY
Area 3:	Tri-State	Closter, NJ Toms River, NJ	Delran, NJ
Area 4:	Pennsylvania	Pittsburgh, PA	Mechanicsburg, PA
Area 5:	Mid-Atlantic	Chantilly, VA	Norfolk, VA
Area 6:	So. Carolina	Myrtle Beach, SC	
Area 7:	Southeast	Roswell, GA	
Area 8:	Tampa	Tampa, FL	
Area 9:	Ohio	Independence, OH	Dayton, OH
Area 10:	Michigan	Troy, MI Midland, MI	Tecumseh, MI
Area 11:	Midwest	Downers Grove, IL	
Area 12:	Minneapolis	New Hope, MN	
Area 13:	South Central U.S.	Dallas, TX	
Area 14:	Houston	Houston, TX	
Area 15:	Southwest	Phoenix, AZ	
Area 16:	So. California	Fullerton, CA Los Angeles, CA	San Diego, CA
Area 17:	No. California and Pacific NW	Pleasanton, CA	
Area 18:	New Mexico	Santa Fe, NM Albuquerque, NM	
Area 19:	Indianapolis, IN	Indianapolis, IN	
Area 20:	Kansas City, Mo	Kansas City, Mo	
Area 21:	Kyle, TX	Kyle, TX	
Area 22:	Sacramento, CA	Sacramento, CA	
Area 23:	Lake Mary, FL	Lake Mary, FL	
Area 24:	Nashville, TN	Nashville, TN	
Area 25:	Las Vegas, NV	Las Vegas, NV	
Area 26:	Reno, NV	Reno, NV	
Area 27:	Seattle, WA	Seattle, WA	Portland, OR
Area 28:	Knoxville, TN	Knoxville, TN	

ATTACHMENT C

REPORTING CENTER BOUNDARIES

Reporting Center – Milford, MA

Milford, Massachusetts and counties of:

- Essex
- Middlesex
- Norfolk
- Suffolk

Rhode Island county of:

- Providence

Albany, New York and counties of:

- Albany
- Rensselaer
- Schenectady

Reporting Center – Middleton, CT

Middleton, Connecticut and counties of:

- Hartford
- New Haven
- Fairfield

New York counties of:

- Westchester
- Rockland

Massachusetts counties of:

- Hamden

Reporting Center – Hicksville, NY

Hicksville, New York and counties of:

- Queens
- Nassau
- Suffolk
- Kings
- New York
- Bronx

Reporting Center – Closter, NJ

Morris Plains, New Jersey & counties of:

- Bergen
- Essex
- Hudson
- Middlesex
- Union
- Passaic (east of Interstate 287)

Reporting Center – Delran, NJ

Delran, New Jersey and counties of:

- Gloucester
- Burlington (Del River east to Route 206)
- Camden (east to Route 206)

Delaware county of:

- New Castle

Philadelphia, Pennsylvania and counties of:

- Chester
- Delaware
- Montgomery
- Philadelphia
- Bucks

Reporting Center – Pittsburgh, PA

Allegheny County plus the additional area included within the boundaries of Route 356 between Freeport and its intersection with Route 66, Route 66 South to its intersection with Route 30 (Greensburg) and Route 30 west to McKeesport.

Reporting Center – Chantilly, VA

Chantilly, VA, Baltimore, Maryland and counties of:

- Howard
- Baltimore
- Ann Arundel (south to Route 50 including Annapolis)
- Prince George
- Montgomery

Washington, DC

- District of Columbia

Fairfax, Virginia and counties of:

- Arlington
- Fairfax

Reporting Center – Roswell, GA

Roswell, Georgia and counties of:

- Fulton
- DeKalb
- Clayton
- Cobb

REPORTING CENTER BOUNDARIES

Reporting Center – Lake Mary, FL

Lake Mary, FL and counties of:

- Seminole
- Orange
- Lake
- Volusia
- Brevard

Reporting Center- Nashville, TN

Nashville, TN and counties of:

- Davidson
- Sumner
- Wilson
- Rutherford
- Williamson
- Robertson
- Cheatham

Reporting Center – Knoxville, TN

Knoxville, TN and counties of:

- Anderson
- Knox
- Blount
- Loudon
- Jefferson
- Sevier

Reporting Center – Las Vegas, NV

Las Vegas, NV and counties of

- Clark

Reporting Center – Reno, NV

Reno, NV and counties of:

- Washoe
- Carson City
- Storey
- Douglas

Reporting Center – Seattle, WA

Seattle, WA and counties of:

- King
- Pierce
- Thurston
- Snohomish
- Kitsap
- Mason

Reporting Center - Portland, OR

Portland, OR and counties of:

- Columbia
- Washington
- Multnomah
- Hood River
- Clackamas

Reporting Center – Independence, OH

Independence, Ohio and counties of:

- Cuyahoga
- Summit
- Start
- Portage

Reporting Center – Dayton, OH

Dayton and Cincinnati, Ohio and counties of:

- Butler
- Greene
- Hamilton
- Montgomery
- Miami
- Franklin

Kentucky counties of:

- Campbell
- Jefferson
- Kenton

Reporting Center – Troy, MI

Troy, Michigan and counties of:

- Macomb
- Monroe
- Oakland
- Wayne
- Washtenaw
- Genesee
- Ingham
- Jackson
- Livingston
- St. Clair

Reporting Center – Downers Grove, IL

Downers Grove, Illinois and counties of:

- Cook
- DuPage
- Kane
- Lake
- Winnebago
- Will

Reporting Center – Los Angeles, CA

Los Angeles County, East to the Los Angeles and Orange County Line at Seal Beach, CA, north to Interstate 405, west to Interstate 710, north to State Route 60 (Pomona Freeway), east to State Route 243/Interstate 605, north to the south side foothills of the San Gabriel Mountains, east along the south side foothills of the San Gabriel Mountains to the Los Angeles and San Bernardino County Line.

Reporting Center – New Hope, MN

New Hope, Minnesota and counties of:

- Dakota
- Hennepin
- Ramsey
- Washington

Reporting Center – Dallas, TX

Dallas-Ft. Worth, Texas & counties of:

- Dallas
- Tarrant

Reporting Center – Houston, TX

Houston, Texas and counties of:

- Harris
- Galveston

Reporting Center – San Diego, CA

San Diego, California and county of:

- San Diego

Reporting Center – Pleasanton, CA

Pleasanton, California and counties of:

- San Francisco
- San Mateo
- Alameda
- Contra Costa

Reporting Center – Sacramento, CA

Sacramento and Roseville, California and county of:

- Sacramento
- Sutter
- Yolo
- Yuba

REPORTING CENTER BOUNDARIES

Reporting Center – Fullerton, CA

The boundaries are the Los Angeles and Orange County line at Seal Beach, CA, north to Interstate 405, west to Interstate 710, north to State Route 60 (Pomona Freeway), east to State Route 243/Interstate 605, north to the south side foothills of the San Gabriel Mountains, east along the south side foothills of the San Gabriel Mountains to the intersection of Interstate 15 and Interstate 215, south on Interstate 215 (including adjacent frontage roads, if they exist) to State Route 74, southwest to the Riverside and Orange County Line, and then following the Riverside and Orange County line to the Orange and San Diego County line and west to the Pacific Ocean.

ATTACHMENT D

Cell Phone Policy

This memorandum sets forth the Company's policy regarding providing cell phones for union employees' use for business purposes.

Based on business requirements, the Company will provide reimbursement of cell phone costs to union employees, (for employees chosen plan), that meets the guidelines within the "Standard Union Employee Cell Phone Plan".

The Company will reimburse employees the actual amount of the cost of service, up to Fifty dollars (\$50.00) per month without any need to apportion costs between business and personal usage.

If, due to business demands, the employee exceeds the Fifty dollars (\$50.00) a month allowance, the employee will received additional reimbursement, up to an additional Twenty-five dollars (\$25.00) a month; however, in order to have an exception approved, the costs between business and personal usage must be apportioned and accounted for (see "Standard Union Employee Cell Phone Plan" guidelines).

ATTACHMENT E

Background Checks

Background checks are now often required by customers in order for the Company and its technicians to be able to access customer equipment either remotely or on-site. As such, background checks (and updates) are required as a condition of continued employment.

Prior to initiating a background check on an employee, both the employee and the Union Business Representative will be advised that the background check is to be conducted and the nature and basic content of the background check. The employee will be required to sign a consent form agreeing to the background check.

Only Human Resources will be responsible for all aspects of background checks, including initiating, coordinating and reviewing employee confidential information. All employee confidential information will be safeguarded within the Human Resources Department.

In the event the background check indicates anything that would disqualify the employee from employment, or from substantial work opportunities, the Company will provide the employee with notification of the adverse background check information and a reasonable opportunity to correct, clarify, or refute the information before taking any action.

Attachment F

Technicians' Customer Referral Program

Altura encourages Technicians to refer potential "new" customers and/or additional "new" sales to existing customer. These referrals can include new systems, products, and services.

In order to qualify, the Bargaining Unit employees must complete a referral form, which will include the date of the referral, the system, products, and or service identified in the referral to the Area Director for approval. Once approved, the amount of the referral will be paid according to the total amount of the signed purchasing agreement "contract" for systems, products, and services as follows:

- Total of purchasing agreement "contract" at or exceeding \$25,000.
The Technician will receive \$500.00, less applicable taxes.
- Total of purchasing agreement "contract" at or exceeding \$100,000.
The Technician will receive \$1,000.00, less applicable taxes.

Attachment G

FLEET VEHICLE & DRIVING SAFETY POLICY

Driving is a regular part of life for many of us, particularly those who drive on company business. Driving can also be hazardous—each year more than 40,000 Americans die as a result of vehicle accidents, so preventing vehicle accidents is obviously quite important. If a company car is assigned to you, you need to be familiar with the policies that specifically apply to you, including vehicle maintenance and tracking. The rules in this policy apply to everyone who drives on company business, but they certainly are good tools for everyone who drives.

TRAINING

The local Safety & Health Coordinator will facilitate completion of a Defensive Driving Course by all company drivers assigned to their location or related satellite offices within one month of their starting a job, which requires driving. Drivers who did not complete such training initially have six months from program implementation to complete it.

DRIVING RULES

Safe driving involves many skills and factors; these rules represent only a handful of key points for safe driving.

1. Always wear your seatbelt when driving.
2. Know and follow all applicable traffic laws, including speed limits.
3. Avoid using cell phones while driving as much as possible, and do not have in-depth conversations demanding significant attention. Some states or localities may prohibit use of cell phones altogether while driving.
4. Never drive while under the influence.
5. Do not drive when you are very tired or drowsy.
6. Always drive defensively. Here are a few important aspects of defensive driving:
 - Plan your drive; this includes leaving enough time to not have to speed and whenever possible, avoiding dangerous intersections and known hazardous streets.
 - Adjust your speed for the weather, light, traffic and road conditions
 - Leave a 2 to 3 second distance between you and the vehicle ahead of you.

USE OF COMPANY OWNED OR LEASED VEHICLES

When a company supplies a vehicle you must follow these guidelines:

1. Personnel shall use the vehicles exclusively for performance of duties as an employee of the Company.
2. Personnel shall provide off-street parking at night unless otherwise agreed to in writing by the Immediate Supervisor.
3. Any company tools, test equipment or equipment shall be loaded in the vehicle in an orderly manner, with care taken to avoid unnecessary damage to the interior by proper storage in the cargo area. When vehicles are parked outside overnight, care shall be taken to protect the vehicle and its contents.
4. Non-employees are not permitted to operate a company vehicle. In addition, non-employees cannot be transported in a company vehicle unless approved in advance by the Immediate Supervisor.
5. Vehicles are to be kept neat and clean (internally and externally) at all times.
6. Personnel shall ensure that vehicle is provided with routine preventative maintenance every 4,000 to 6,000 miles or as designated by the Vehicle Administrator.
7. The Company will pay all charges in connection to leasing the vehicle, city and state tags, vehicle inspection, insurance, maintenance, gas and oil, tolls, parking, etc. All traffic violations are the responsibility of the employee driving the vehicle. Parking violations are the responsibility of the employee if reasonable care has not been taken to avoid the violation.
8. Vehicle maintenance and upkeep is on Company time.

ACCIDENTS & ACCIDENT REPORTING

We strive to avoid accidents, but in the event you are involved in a vehicle accident, you must stop. Here is a guide as to what to do if you are involved in an accident:

Look out for the safety of the persons involved

- Size up the situation and do what is needed
- Call 9-1-1 if anyone is injured
- Give first aid as needed, but only move a person if they are in *imminent danger*
- If it can be done safely, move the vehicles out of traffic lanes or intersection

Exchange and gather information

- Show your driver license, vehicle registration card, evidence of financial responsibility (insurance card) and current address to the other driver or persons involved, or to any peace officer
- Do not admit fault
- Obtain witness names, addresses and phone numbers

- Obtain information needed to complete the accident report form
- If you hit a parked vehicle or other property, leave a note with your name and address in the vehicle or securely attached to it.

Accident reporting

- All accidents or incidents of theft or vandalism are to be reported immediately. Written reports must be submitted within 24 hours.
- In California, you must report all accidents to the Department of Motor Vehicles using form SR 1 if there was more than \$500 of property damage to anyone's property or if anyone was injured (even slightly). Similar requirements exist in many states.

DRIVER'S LICENSE SUSPENSION

Bargaining Unit Members must have a valid driver's license.

STANDARDS FOR ACCEPTABLE DRIVERS AT TIME OF HIRE OR ASSIGNMENT OF DRIVING RESPONSIBILITIES

1. Proof of a valid Driver's License
2. No type A violations in the past five years
3. No more than any combination of three Type B violations and/or accidents in the past three years
4. Age in accordance with Federal Motor Carrier Regulations; however, there shall be no drivers under the age of 18.

Type A Violations:

1. Driving while intoxicated
2. Driving under the influence of drugs
3. Negligent homicide arising out of the use of a motor vehicle
4. Operating during a period of suspension or revocation
5. Using a motor vehicle for the commission of a felony
6. Aggravated assault with a motor vehicle
7. Operating a vehicle without the owner's permission
8. Permitting an unlicensed person to drive
9. Reckless driving
10. Speed Contest
11. Hit and Run driving
12. Leaving the scene of an accident
13. All Technicians must maintain insurability under the Company's auto insurance policy requirements.

Type B Violations:

All moving violations not listed as Type A violations.

For new hires and those with potential driving responsibilities, a current MVR will be ordered and reviewed prior to employment or transfer.

Disciplinary Action

Disciplinary action for moving violations and vehicle accidents in company vehicles is to follow the Human Resources Policies and Procedures. Employees using their personal vehicle on company business are to follow Human Resources Policies and Procedures and disciplinary action will apply in cases where there is a Type A violation (Item #5 below). Following is a summary of the progression of Disciplinary Action:

1. First Type B moving violations and/or accidents within a three-year period: Verbal warning and coaching on rules of the road and/or accident avoidance techniques.
2. Second Type B moving violation and/or accident within a three-year period: Written warning and coaching on the rules of the road and/or completion of an online defensive driving program.
3. Third Type B moving violation and/or accident within a three year period: Written warning and 3-day suspension without pay and attending a qualified Outside defensive driving course at the driver's expense.
4. Fourth Type B moving violations and/or accident within a three year period: Loss of driving privileges, which may lead to termination of employment.
5. Any Type A violation: Discipline up to and including termination of employment (or no discipline if the facts warrant (see note below).

NOTE: All forms of disciplinary action (or no disciplinary action if facts warrant) will only be issued after a thorough investigation of the facts. The above 5 types of actions require this review. This policy does not restrict the Union from their right to grieve and arbitrate under this policy.

Employee herein acknowledges the right of the Company to obtain employee's DMV public records report to verify the existence of an employee's valid driver license in order to ensure licenses are up to date and that their driving records are up to acceptable standards for any employee who drives on company business as part of their job functions.

Attachment H
DRUG AND ALCOHOL POLICY
UNION EMPLOYEES

I. SUBSTANCE ABUSE POLICY FOR UNION EMPLOYEES (GENERAL)

A. PURPOSE:

Employees are Altura Communication Solutions' ("Company") most valuable resource, and for that reason, their safety and health are of paramount concern. The Company maintains a strong commitment to its employees to provide a safe workplace and to establish programs promoting high standards of safety and health. Consistent with the spirit and intent of this commitment, the Company expects employees to report to work in proper condition to perform their duties. The intent of these guidelines is to prevent the use and presence of drugs and alcohol in the working environment. Use of these substances poses a serious threat to the health and safety of all employees. Non-Union employees are subject to a different drug and alcohol policy.

B. SCOPE:

All Union employees of the Company are covered by the terms of these guidelines. Union Applicants for union employment are included in this policy only insofar as is expressly stated.

The Company will first meet with a Union representative to determine the correct course of action for substance abuse investigations.

C. DEFINITIONS:

1. Drugs and drug usage, as used in this policy, refer to the use of illegal drugs or other controlled substances such as; but not limited to, marijuana, cocaine, PCP, LSD, or heroin.
2. Alcohol usage, as defined in this policy, is the use of alcohol in any of its forms such as, but not limited to liquor, beer, and wine.
3. The Company premises are all areas in which the Company operates including, but not limited to its property; the Company owned or leased equipment; privately owned equipment/vehicles entering, exiting, or parked on the property; or in use on the Company's property including, but not limited to lockers, desks, work space, and storage facilities.
4. The Company-sponsored events are gatherings of employees, customers, vendors, or other member(s) of the general public that are sanctioned by the Company providing resources for the gathering.

D. DESCRIPTION

1. Discipline for Substance Abuse:

It is the intention of the Company and the Union to rehabilitate employees with a substance abuse problem in situations where the employee voluntarily approaches the Company or the Union with a problem under circumstances not involving an imminent substance abuse testing situation. Situations where an employee is found to have a substance abuse problem through the mandatory drug testing process will be decided by the Company (consultation with the Union) on a case-by-case basis as to whether disciplinary action up to and possibly including termination will be taken. Employees who voluntarily approach the Company with a substance abuse problem will be referred to the EAP for a voluntary evaluation and must complete the recommended treatment or education program. However, an employee could not identify himself/herself as having an addiction problem or being unfit to work after having been notified of a reasonable suspicion or post-accident test and expect to avoid the consequences for a positive test or a refusal to test. If an employee successfully completes the program and is released to return to work, the Company may decide what type of disciplinary action will be taken and whether any unannounced follow-up testing will need to be conducted.

An employee that completes a voluntary treatment program will be subject to up to two (2) unannounced drug tests at the Company's discretion during a one (1) year period following the completion of the program.

An employee that completes a required treatment program will be subject to up to four (4) unannounced drug tests at the Company's discretion during a two (2) year period following the completion of the program.

An employee who remains in compliance after entering either a voluntary or required program as recommended by the EAP Counselor and passes all unannounced drug test during the requirements above, will have all references to the treatment program removed from their file after three (3) years and at that time the treatment program reference will be treated as if it did not occur.

- a) The sale, possession, transfer, use or purchase of drugs or alcoholic beverages on the Company property or during working time is against the Company policy and is grounds for immediate discharge.
- b) The only exception is for prescription drugs for which the employee has a valid prescription. Prescription drugs may not be abused and must be taken in compliance with the physician's instructions.
- c) It is also against the Company's policy to report to work under the influence of intoxicants such as Alcohol or illegal or un-prescribed Drugs, as well as prescribed drugs, which induce an unsafe mental or physical state. Employees who violate this policy will be subject to disciplinary action, up to and including discharge.

- d) For the purpose of this policy, an employee is irrefutably presumed to be under the influence of drugs if urinalysis, blood test, or other acceptable positive quantum of proof shows drug usage.

The need for discipline will be evaluated on a case-by-case basis when warranted.

2. Investigation:

- a) If reasonable belief, based on documentation, that a Union represented employee, is impaired by a medical and/ or mental health condition, or the employee poses a threat to him/herself or others, the supervisor will contact the Steward, Chief Steward or Business Representative, to address the correct course of action.
- b) The supervisor will compile documentation of the facts to support the suspicion. Documentation should include attempts by management to address the problem and of such attempts. The supervisor will meet with the employee and a Union representative to discuss the problem.
- c) If traditional counseling and early discipline measures (oral warnings, written warnings, suspensions, etc.), do not solve the problem, and the supervisor has a belief, based on documentation impacting the employee's ability, then the supervisor should contact the Human Resources Department for advice and counsel. The Human Resource Representative should advise the Union representative and the supervisor that the EAP Consultant has been contacted, if necessary.
- d) Employees reasonably suspected of sale, possession, transfer, use or purchase of drugs on the Company premises or during working hours may be suspended without pay pending an investigation of the circumstances. The Company will attempt to complete its investigation within five (5) working days.
- e) To ensure that such Drugs and Alcohol do not enter or affect the work place, the Company may take any and all of the following steps while employees are on the Company's premises or during working time:
- Observe actions of employees
 - Counsel employees
 - Search employee's personal automobile, where allowed by law
 - Chemical screening (e.g., urinalysis, alcohol tests, oral swabs, etc.) Union represented employees will comply, if reasonable belief, objective evidence, observable and objective facts with supporting documentation to the union representative.

All searches under this policy will occur with the utmost discretion and consideration for the employee(s) involved. Employees refusing to allow a search will be discharged.

3. Testing

Drug testing will be conducted in two steps. Initial drug screening will be done by methods such as the enzyme immunoassay test (EMIT) or Abu screen test. Confirmation of positive screening test will be conducted by an approved method, such as the use of gas chromatography/mass spectrometry (GC/MS) equipment by a National Institute on Drug Abuse (NIDA) or College of Pathology (CAP) approved laboratory.

"Breathalyzer" will do alcohol testing at a local medical facility.

- a) The Company reserves the right to require drug and alcohol testing of all employees. The following groups may be among those tested, but the list is in no way designed to be all-inclusive. Before union represented employees are tested the guidelines must be met.
- (1) Pre-employment - Offers of employment to applicant are conditional upon the satisfactory completion of a pre-employment urine drug screen. Refusal to submit to the above screening tests or attempts to invalidate or circumvent an alcohol or drug test will result in withdrawal of the applicant's offer of employment or continued employment if the employee started work prior to being screened. To the extent possible, no new employees are to commence their employment without first passing the pre-employment drug screening process.
 - (2) Reasonable suspicion - "For cause" testing may be requested of union represented employees in the event of irrational or unusual behavior, injury, accident, or damage to Company personnel or equipment; negligence or carelessness; disregard for the safety, life or well-being of any Company employee or customer; reports of evidence of Drug or Alcohol use, transfer, sale or possession; or reporting to or remaining at work in an apparently unfit condition, following the guidelines listed above. The credibility of such information will be determined solely by the Company.
 - (3) Post-accident - Testing will be required as part of any personal on the job injury requiring immediate (same day) medical treatment (not first aide), or Company vehicle accidents or damage to Company property where the employee is allegedly at fault.
 - (4) Post-counseling/rehabilitation Testing will be required when an employee returns to work upon completion of a Drug or Alcohol treatment or counseling program.
 - (5) As necessary to comply with the contractual or legal obligations of our customers, clients, the federal government or individual state drug-testing laws. Those employees affected by these types of tests will be notified as to the specific requirements as information becomes available.

b) Refusal of an employee to submit to or cooperate with the administration of an alcohol or a drug test shall result in termination. Any attempt to invalidate or circumvent any drug test will also result in termination.

E. RESPONSIBILITY:

1. It shall be the responsibility of the supervisor/hiring official to ensure that this program is implemented and followed. Supervisors/hiring officials shall ensure that all applicants are tested for the presence of drugs prior to making any offer of employment. No employee is to commence employment until after they have passed the pre-employment drug screen. Supervisors/hiring officials will ensure that employees are made available for testing immediately upon notification.