

Articles of Agreement

between

DirecTECH Southwest, Inc.



and

the

Communications Workers of
America



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Article 1
PREAMBLE

This agreement is made and entered into as of **March 10, 2008** by and between the COMMUNICATIONS WORKERS OF AMERICA (hereinafter called the "Union") and DirecTECH Southwest, Inc. (hereinafter called the "Company" and/or the "Employer"). The Company and the Union agree as follows:

Article 2
COMPANY-UNION RELATIONS

Section 2.01 The Employer and the Union agree to promote and encourage the highest degree of friendly and cooperative relationships between their representatives at all levels and between all employees.

Section 2.02 The Company and the Union recognize that it is in the best interest of both parties, the employees, the customers of the Company and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves the Company and the Union and their respective representatives at all levels will apply the terms of this Contract fairly in accord with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all employees covered by this Contract.

Section 2.03 The Union agrees to furnish the Company with a list of the names of authorized Union representatives and their Union titles and provide updates to the list as changes are made.

Article 3
UNION SECURITY

Section 3.01 The condition of employment specified in this article does not apply during periods of formal separation from the Bargaining Unit by any such employee but shall reapply to such employee on the fifth (5th) day following his/her return to the Bargaining Unit.

Section 3.02 The term “formal separation” includes transfers out of the Bargaining Unit, removal from the payroll of the Company, and leaves of absence of more than one (1) month duration.

Section 3.03 The Company agrees to collect Union dues twice monthly and on a designated pay period through payroll deduction from the employee’s pay check, upon receipt of a written authorization form signed by the employee and delivered to the Company. The Company also agrees to remit the amount so deducted to the designated representative of the Union on a monthly basis [by the tenth (10th) working day] and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction. The Company shall bear the full cost of dues deduction except that the Union agrees to print the dues deduction authorization cards in a form approved by the Company and the Union.

Section 3.04 Dues, or their equivalent deductions, shall be in an amount which is provided to the Company in writing by the Union, as being the regular monthly membership dues. This amount provided by the Union shall be deducted upon receipt of an authorization form signed by the employee and delivered to the Company.

Section 3.05 The Company agrees to furnish the Secretary of the Local a roster of all employees’ names, addresses, date of employment, date of birth, rate of pay, current weekly dues and rate and job classification. This list shall be submitted each month, no later than ten (10) days following the first of the month.

Section 3.06 Social Security numbers shall be provided to the Union only upon receipt of a written authorization signed by the employee and delivered to the Company.

Section 3.07 All employees who are members of the union on the effective date of this Agreement shall be required, as a condition of employment, to continue membership in good standing in the union for the duration of this Agreement. All employees who are not members of the union on the effective date of this agreement shall be required, as a condition of employment, to become and remain members in good standing in the union for the duration of this Agreement, within thirty [30] days following the effective date of this agreement.

Section 3.08 All employees hired after the effective date of this Agreement shall, as a condition of employment, become and remain members in good standing of the union thirty [30] days following their date of hire.

Section 3.09 For the purposes of this article, an employee shall be considered a member of the Union in good standing if he/she tenders the initiation fee and periodic fees required as a condition of membership.

Section 3.10 The Union will not request the discharge of any employee under the provisions of this Article without first [1st] giving the company five [5] consecutive working days written notice with reasons therefore, during which time the employee may place himself in good standing.

Section 3.11 The Union will indemnify and hold the Company harmless for any disputes after any funds collected are remitted to the Union.

Section 3.12 This article applies where law permits.

Article 4
MANAGEMENT RIGHTS

Section 4.01 The Employer reserves and retains the right to direct, manage and control the company and the work force, except to the extent that this agreement specifically provides to the contrary.

Section 4.02 Without limiting the generality of the foregoing, these rights that are reserved include, but are not limited to:

The right to plan, direct, control and determine all of the operations and services of the company;

to determine the company's budget and budgetary priorities;

to supervise and direct the work forces;

to lay off and recall employees;

to schedule and assign work, including different shifts;

to assign overtime;

to determine the methods, means, organizations and number of personnel by which operations are conducted;

to maintain the efficiency of company operations;

to determine whether goods or services shall be made or purchased, including the right to contract with external entities for such goods or services;

to manufacture goods or provide services at other facilities;

to make, alter, enforce reasonable rules, regulations, orders and policies;

to evaluate employees;

to discipline, suspend and discharge employees;

to change or eliminate existing methods, equipment, or facilities;

to carry out the objective of the company;

to determine when the work is to be performed;

to determine where the work is to be performed;

to determine, alter, revise, change or eliminate any or all means, methods, processes, materials and schedules of productions;

to determine the existence, number, composition and size of the workforce;

to determine or change the duties of jobs;

to determine the location or relocation of the company, departments or operations;

to establish levels of productivity and work standards;

to control the nature and specifications of all raw materials, semi-manufactured and finished goods, utilized by the Employer;

to hire, promote, demote or reward employees;

except to the extent that this agreement specifically provides to the contrary.

Section 4.03 The Employer shall have the right to institute and enforce reasonable non-discriminatory rules except that the Employer shall notify and discuss with the union any changes in the rules seven (7) days prior to their institution and the labor organization retains the right to protest through the grievance and arbitration procedure whether the rules are discriminatory or unreasonable.

Section 4.04 Nothing in this agreement shall be construed to limit the owners, managers or supervisory staff from performing de minimus bargaining unit work at any time or any place.

Article 5

NON DISCRIMINATION

Section 5.01 The Company and the Union agree that they will not discriminate against any employee covered by this Agreement because of race, color, creed, sex, national origin, age, or disability status.

Section 5.02 The parties agree they will be bound and guided by applicable federal and state law in observance of the no discrimination requirement.

Article 6

HOURS

Section 6.01 Eight [8] hours, exclusive of lunch period shall constitute a shift's work. Forty [40] hours shall constitute a week's work. The provisions of this article are intended merely to provide for normal hours of work and to provide a basis for determining the number of hours of work for which an employee shall be paid at overtime rates, and nothing herein shall be construed as a guarantee by the Company of any specified number of hours of work per day or per week or as a limitation on the hours of work per day or per week.

Section 6.02 An unpaid lunch period of thirty [30] minutes shall be provided on each shift. Job based employees shall have freedom to determine when the lunch period shall be taken, on a non-interference basis with ongoing jobs. For non-job based employees, the Company will designate the time of such lunch period.

Section 6.03 The Company shall, from time to time, change the hours for the commencement of work for a shift or shifts, for different job classifications, and for individual employees within each job classification. Employees shall select shift changes by seniority, if they are qualified to perform the work required on the shift.

Section 6.04 The determination of hours, work schedules (which includes shifts and shift hours), overtime requirements and assignments thereto and the days to be worked shall be made by the Company,

- a) In the event there are business needs, as determined by the Company, requiring certain qualifications for particular work schedules, the Company shall offer such schedules on the basis of seniority to those employees the Company determines possess the required qualifications.
- b) Work schedules for the next calendar week shall be officially posted or furnished by the Company, to show the scheduled days the employee is to work twenty-four (24) hours prior to the beginning of the work week. Such schedules shall include the approximate starting and ending time of each of the work days making up the scheduled work week. For work days longer than five (5) hours, each employee shall be allowed a thirty (30) minute meal period. If no change is so posted or furnished prior to the time specified above, the schedule in effect for the employee for the last calendar week assigned to work shall be considered as that employee's work schedule for the next calendar week.
- c) If, during the period for which schedules have been established, the Company determines unexpected absences or business needs, including new requirements placed on the Company by the customer, necessitate a change in the posted work schedule, the Company may schedule or reassign schedules by first seeking volunteers and then assigning employees by inverse seniority. Whenever possible, the Company will endeavor to notify employees twenty-four (24) hours in advance of the need for such schedule changes.
- d) A work schedule for an employee may be changed if the employee so requests and the Company approves such request.
- e) The Company shall provide a rest period of eight (8) hours between work periods.
- f) Under no circumstance shall a technician be required to perform outside work at a customer's premise thirty (30) minutes following sunset, if such work constitutes an unsafe condition.

Section 6.05 Employees shall be permitted to take one (1) fifteen (15) minute break for every four (4) hours of work.

Section 6.06 The Company and the Union recognize that the nature of the work performed by the Company requires seven (7) day a week responsibilities. As a consequence, work will be scheduled on a seven (7) day a week basis.

Article 7

BASIS OF COMPENSATION

Section 7.01 Overtime is defined as hours worked in excess of forty (40) hours in any week.

Section 7.02 An hourly paid employee shall be paid one and one-half (1½) times his straight time hourly rate for all hours worked in excess of forty (40) hours in one work week. The employee may indicate their preference to accept comp time at one and one-half (1½) hours for each overtime hour worked in lieu of overtime pay with the approval of their supervisor, provided that the comp time is taken in the same week it is earned.

Section 7.03 Overtime is mandatory and all overtime must be approved in advance by a supervisor.

Section 7.04 Minimum Work Hours: Hourly paid Employees and/or job based paid employees who are not scheduled for work and are called in for work will receive a minimum of two (2) hours pay. With respect to job based employees, the straight time hourly rate will be determined in the same manner as the hourly rate of pay is calculated for the purposes of calculating overtime pay as described in section 7.07 below.

Section 7.05 Holiday Pay: An employee who may be required to work on any of the holidays listed in Article 8 will receive pay for such work performed on that day at his regular rate of pay.

Section 7.06 The Employer shall provide a five (5) day work schedule. The schedule shall be provided to the employees and schedules shall be selected by seniority. The schedule will be re-bid each six (6) weeks. Employees may volunteer to work a sixth (6th) and seventh (7th) day during the week, but the Employer will not be required to grant work for extra days. In times of emergency or extreme peak work load, the Company may call in employees to work on one (1) day off, provided that they give the employee two (2) days notice of the requirement to work on their day off, unless DirecTV provides new requirements without notice.

Section 7.07 The overtime premium of time and one-half (1½) for job based employees is calculated in the following manner. The weekly gross compensation for a job based technician, including production work only (excluding such paid items as custom work), is divided by the hours worked in the week to determine a rate per hour. The hourly rate is then divided by two (2) to determine one half (½) of the hourly rate. One half (½) of the hourly rate is then multiplied by the hours worked, in excess of 40, to determine the amount of the overtime premium.

Article 8

HOLIDAYS

Section 8.01 The following are designated as holidays for the term of this agreement:

New Year's Day
Independence Day
Thanksgiving Day
Christmas Day

Section 8.02 Full time, permanent employees who have completed their probationary period shall receive holiday pay, for the above holidays, up to eight (8) hours at their regular hourly rate provided they have worked the full scheduled shift before the holiday and the full scheduled shift the day after the holiday unless absence is excused, in advance, by management.

Section 8.03 For holidays not worked, payment for job based employees shall be based on the last six (6) bi-weekly pay periods prior to the holiday.

Section 8.04 Holidays falling on Sunday: For employees not normally subject to Sunday scheduling, when an authorized holiday falls on Sunday, the following Monday shall be recognized and observed as the holiday.

Section 8.05 Holidays falling on Saturday: For employees not normally subject to Saturday scheduling, if the holiday falls on Saturday the preceding Friday, or the following Monday, will be observed at the discretion of the Company.

Article 9 VACATION

Section 9.01 Employees who have completed at least one (1) year of employment with the Company shall be eligible for the following paid vacation:

- a) One (1) week vacation to employees who have completed one (1) full year of seniority.
- b) Two (2) weeks vacation to employees who have completed three (3) or more years of seniority.
- c) Three (3) weeks vacation to employees who will complete thirteen (13) or more years of seniority.

Section 9.02 **Vacation Assignment**: Selection of vacation shall be by seniority order prior to the beginning of the calendar year. The vacation schedule shall be posted once a year prior to January 1 of the calendar year. Any vacation not selected at this time shall be granted to employees on the basis of the earliest request without regard to seniority.

Section 9.03 The determining date for service will be the employee's anniversary date each year and those who meet the eligibility requirements will receive vacation and vacation pay.

Section 9.04 Employees will receive vacation pay at their straight time hourly rate.

Section 9.05 Employees must be actively employed and on the seniority list to be eligible for vacation and vacation pay.

Section 9.06 Employees shall take their earned vacation by their anniversary date twelve (12) months following the accrual of earned vacation. If an employee has not taken such earned and accrued vacation, he or she may take the unused vacation during the first thirty (30) days following their anniversary date. Any remaining vacation is forfeited.

Section 9.07 When a Holiday falls in a week during which an employee is on vacation, an additional day of vacation with pay shall be granted to the employee, to be taken before the employee's next anniversary date.

Section 9.08 Employees may elect to take vacation days on a day-at-a-time basis. Individual vacation days shall be selected after all employees have expressed their preferences for full weeks. Any vacation day not selected at this time shall be granted to employees on the basis of the earliest request without regard to seniority.

Section 9.09 If, before receiving the vacation to which he or she has become entitled, an employee is dismissed, laid off, resigned, or retired, such employee shall be entitled to payment, less normal payroll deductions, equal to and in lieu of such vacation. Such payment shall be made to the employee with his/her final paycheck.

Section 9.10 Employees must submit their vacation request on a form provided by the Employer.

Section 9.11 Vacation pay for "job based employees," shall be calculated, at the time the employee takes vacation, based on the average of the prior six (6) pay periods worked by the employee taking vacation.

Section 9.12 After six (6) months of service, an employee may take one (1) personal day, which must be approved in advance by management. Such personal day, if taken, will be deducted from the employee's vacation, when earned, at the end of one (1) year of employment with the Company. Pay for such personal day shall be deducted from employee's final check if employee fails to complete one (1) year of seniority.

Article 10

MILITARY SERVICE

Section 10.01 The parties agree to be bound by all of the applicable provisions of the

**VETERANS IN UNIFORMED SERVICES EMPLOYMENT AND
REEMPLOYMENT RIGHTS ACT OF 1994 (USERRA), 38 UNITED STATES
CODE 4301 ET SEQUENTES.**

Article 11
UNION REPRESENTATIVES

Section 11.01 The Employer shall recognize a union negotiating committee consisting of five (5) active employees.

Section 11.02 In addition, the union may appoint as many stewards as necessary, as determined by the Union, to conduct the business of the Union.

Section 11.03 The union will determine which groups of employees the stewards will represent.

Section 11.04 Officers of the union may, after obtaining authorization from a supervisor in advance, be admitted on the Employer's property. Authorized representatives of the Union may be granted access to the Company's premises where employees covered by this agreement are located. Advance notice of desired visits by union authorized representatives must be given and authorized by the Company; such visits shall not interfere with company business. Authorization for such visits shall not be unreasonably withheld.

Section 11.05 Stewards and officers of the Union may request unpaid time off work for the purpose of conducting union business. It is understood by the parties that such unpaid leaves shall be limited to two (2) employees at the same time and shall be limited to absences no less than two (2) hours and not more than ten (10) consecutive work days. Such time may not exceed twenty (20) days per year for each steward or officer of the Union. The Company shall not unreasonably deny authorization for such time off. Such time off shall be considered as time worked for the purpose of determining seniority. Whenever possible, activities covered by this article will be handled during non-working hours.

Section 11.06 Stewards must request permission from their supervisor prior to leaving their job to attend a grievance meeting. Permission to leave their job to handle grievances shall not be unreasonably denied. The supervisor shall permit that person to leave as soon as it is practical based on the needs of the individual to leave and the needs of the Employer.

Section 11.07 It is understood that joint meeting and travel time for grievance processing will be recorded as work time. When possible, grievance meetings shall be held on non-work time. Participation in grievance meetings by employees shall be unpaid, although this is not intended to prohibit employees from informal discussion of issues with their supervisor.

Section 11.08 Time spent in joint grievance processing meetings and/or contract preparation and negotiations shall not be subject to the leave time limitations as defined in section 11.05.

Section 11.09 An employee shall be entitled to advice, assistance, or representation upon request if the employee is questioned by a Company representative about a matter that the employee reasonably believes may lead to discipline. Time spent in such a meeting shall be considered work time. The Company shall allow conference time, not

to exceed fifteen (15) minutes, between the Union representative and the employee prior to investigatory/disciplinary meetings.

Section 11.10 The Employer agrees to advise employees of the subject matter on which they will be questioned prior to investigatory/disciplinary meetings.

Section 11.11 When a notice of unacceptable conduct, a period of conditional employment, demotion, suspension, or dismissal is proposed, the employee and his or her representative shall be notified, before the action is effective, of the reason for the action.

Article 12

GRIEVANCE AND ARBITRATION PROCEDURE

Section 12.01 Should differences arise between the Company and the Union, or between the Company and any of its employees, as to the interpretation and application of the provisions of this agreement, there shall be no suspension of work on account of such differences and an earnest effort shall be made to settle such differences through the grievance procedure contained in this article.

Section 12.02 Only a claim or dispute with the Company by an employee, employees, or the Union involving an alleged violation by the Company of the terms of this Agreement and any suspensions, demotions and terminations imposed by the Company without just cause shall be subject to arbitration.

Section 12.03 If the Employer considers a grievance not valid or arbitrable, it will proceed to answer and process the grievance, in accordance with all terms of this Article, but this will not waive the Employer's right to challenge the validity or arbitrability of the grievance.

Section 12.04 All time limits for processing grievances shall be calendar days.

Section 12.05 All grievances shall be handled exclusively as set forth in this Article; failure to do so shall bar the grievance from further proceeding.

Section 12.06 Informal Grievance: The Union and/or the employee(s) will attempt to resolve the grievance by discussion with the relevant supervisor within seven [7] days of the event(s) giving rise to the grievance. Failure to utilize or adhere to the terms of this section will not prohibit access to the formal steps of the grievance process.

STEP TWO [2] FORMAL GRIEVANCE

Section 12.07 In order to be arbitrable, grievances must be presented by the Union to the appropriate supervisor and/or Employer's designated agent, in writing, including the Union's desired remedy, within twenty-one (21) days of occurrence. The Company shall provide a written response and answer to the grievance within Fourteen [14] days after the Step 2 meeting. Failure to respond within the time limit set forth shall stop the clock for the requirement to file for arbitration.

Section 12.08 Any grievance not appealed to the Employer as provided in step three [3], shall be considered settled by the decision of the supervisor and/or Employer's designated agent in step two [2].

STEP THREE [3]

Section 12.09 If the grievance is not settled in step two [2] then, within but no later than fourteen [14] calendar days after the supervisor and/or Employer's designated agent rendered his/her decision in writing, the grievance may be appealed by the Union by submitting a written and dated statement of appeal, including the Union's requested remedy, to the Employer's designated representative to receive Step 3 grievances.

Section 12.10 Within ten [10] days of the Employer's receipt of the Step Three [3] grievance, the parties shall agree on a mutually convenient date, place and whether to meet in person or by conference call, to discuss the grievance at Step 3. Such meeting or conference call must be held within fourteen (14) days of the Company's receipt of the Step Three (3) grievance, unless both parties agree to an alternative date. The Company shall provide a written response and answer to the grievance within Fourteen [14] days after the Step 3 meeting.

Section 12.11 Any settlement or final disposition of the grievance in steps two [2] or three [3] shall not constitute a precedent.

STEP FOUR [4] ARBITRATION

Section 12.12 The grievance shall specify, in writing, all of the provisions of the agreement claimed to have been violated.

Section 12.13 Failure to specifically state in writing, the articles of the contract that have allegedly been violated, will bar the Union from claiming breach of the articles not mentioned, at the arbitration hearing.

Section 12.14 Claims that the Employer violated "all articles and/or sections of the contract" or equivalent language, will not satisfy the Union's obligation to notify the Employer of breach.

Section 12.15 If the grievance is not settled in step three [3] then within, but no later than twenty-one (21) days after the Employer shall have rendered its decision in writing, the grievance may be submitted for arbitration.

Section 12.16 The Union shall give the Employer, written and dated notice, of intent to arbitrate within the above mentioned twenty-one (21) calendar day period.

Section 12.17 Either the Company or the Union may request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service [FM&CS]. An arbitrator shall be selected from this list by alternatively striking the names.

Section 12.18 Unless the Company and the Union mutually agree on the arbitrator, a coin flip will decide who strikes first [1st].

Section 12.19 The arbitrator shall interpret this agreement and apply it to the particular case under consideration, but shall have no authority to add or subtract from or modify the terms this collective bargaining agreement. The arbitrator's award shall be final and binding upon all of the parties. The fees of the arbitrator and other agreed upon expenses of the arbitration shall be shared equally by the Company and the Union. Retroactivity for pay purposes will not exceed thirty [30] days prior to the filing of the first step grievance.

Section 12.20 The Arbitrator:

- a) The arbitrator shall be confined to the subjects submitted for decision, and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects which have not herein been

agreed upon as subjects for arbitration; nor may the arbitrator, as a part of any such decision, effect reformation of the contract, or of any of the provisions thereof.

- b) The arbitrator shall render a decision or award in writing, which must include a statement of the reasoning and grounds upon which such decision or award is based.
- c) The decision of the arbitrator shall be within the limits herein described and shall be final and binding upon the parties to this Agreement. The arbitrator:
 - (i) Cannot decide matters left to management and,
 - (ii) Cannot rule on matters specifically beyond his/her jurisdiction and such jurisdiction is confined to the language contained herein.

Section 12.21 Any arbitrator's decision that involves the awarding of economic damages shall include a set-off for interim earnings and for unemployment compensation.

Section 12.22 Any arbitrator's decision that involves the awarding of economic damages shall not provide for punitive remedies.

Section 12.23 Each party shall pay one-half [$\frac{1}{2}$] of the expenses and fees of the arbitrator, but each party shall bear its own representation fees, cost and expenses.

Section 12.24 The arbitrator is entitled to a copy of the transcript in any event.

Section 12.25 Any grievance not submitted for arbitration as provided in this step four [4], shall be considered settled by the decision of the Employer in step three [3].

Section 12.26 All time limits of the grievance procedure may be changed by mutual agreement of both parties in writing, but in no event can any grievance proceed to an arbitration hearing where one hundred and eighty [180] days have passed subsequent to the date that the Employer provided its step two [2] answer in writing, unless the delay is caused by the selected arbitrator.

Section 12.27 If the Employer is claiming the grievance slated for arbitration is not arbitrable, the arbitrator and the union shall be notified in writing, prior to the commencement of the hearing.

Section 12.28 In the event that the arbitrability of the grievance is being challenged by the Employer, the arbitrator shall, immediately prior to the arbitration hearing, conduct a hearing to consider the arbitrability of the grievance.

Section 12.29 This arbitration procedure shall be expeditiously pursued by all concerned. Where the issue submitted to arbitration involves the payment of money to an employee, the Arbitrator shall have the authority to include in the award a direction for the payment of money, retroactively or otherwise, but limited to making the employee whole and no more. With respect to wages "make whole" means

reimbursing the individual for the basic wages they would have made if employment had been continuous, less wages, from any source, Workers' Compensation, Unemployment Compensation, or other monetary compensation which the employee would not have been eligible for had the employee not been suspended or discharged, during that period.

Article 13

PROBATIONARY EMPLOYEES

Section 13.01 All new employees shall be considered as being probationary employees during the first (1st) one hundred and fifty (150) days of their employment.

Section 13.02 The Employer shall have the right to terminate or layoff probationary employees and such termination or layoff shall not be subject to the grievance or arbitration procedure.

Section 13.03 Seniority shall not be considered or be a factor in any matter involving a probationary employee.

Article 14

JOB OPENINGS

Section 14.01 Whenever the Employer determines that there is the need for additional employees in a job classification, it shall post a notice of the opening on the Employer's bulletin board for a period not exceed two (2) weeks.

Section 14.02 When the Employer posts a notice of an opening in any job classification, any employee may apply for the position by notifying the Employer in writing, on a form provided by the Employer on or before the two (2) week posting period expires.

Section 14.03 If, in the judgment of the Employer, there are no qualified internal candidates for posted job openings the Employer will consider all of the applications, resumes and expressions of interest received and/or in the corporation's possession, from any and all sources, during the recruitment period.

Section 14.04 If, in the judgment of the Employer, the qualifications of the internal candidates for the same position are equal, seniority shall be the determining factor used to fill any vacancies.

Section 14.05 The Employer's decision to fill the position by selecting one (1) candidate over another is subject to the grievance procedure, but not subject to the arbitration procedure.

Article 15
LAYOFF AND RECALL

Section 15.01 In the event of a layoff, the Employer will determine the number of employees in each classification and shift to be laid off.

Section 15.02 Selection will be made on the basis of the following;

- the employee's attendance record,
- the employee's disciplinary record and
- the employee's seniority.

Section 15.03 The Employer will recall employees in reverse order of their layoff.

Section 15.04 An employee shall terminate their employment if;

- a) he/she fails to return to work from a layoff within five (5) calendar days after the mailing of a certified letter to the last known address directing him/her to return;
- b) he/she is not recalled from layoff for a period equal to the length of service with the Employer or a period of six (6) months, whichever is lesser.

Section 15.05 The Employer retains the right to reduce scheduled work hours or work assignments in lieu of a total or partial layoff, for a period not to exceed ninety (90) days in any twelve (12) month period. During such period of reduced schedule, the Company shall allow employees to hold outside employment, provided that such employment does not compete with the Employer's business and does not prevent the employee from completing assigned jobs.

Section 15.06 If a surplus condition exists, the Company shall first canvass the bargaining unit for volunteers to leave the employment of the Company to satisfy the surplus condition. Any employee accepting a voluntary layoff shall be considered for recall as provided in section 15.03.

Section 15.07 If a surplus condition still exists following application of section 15.06 above, the Company shall eliminate use of all contractors prior to the part-timing and layoff of any bargaining unit employees.

Section 15.08 Temporary and probationary employees shall be laid off prior to the part timing and layoff of any regular employees.

Article 16
SENIORITY

Section 16.01 Seniority shall be defined as the length of time an employee has been employed by the Company, beginning with their current date of hire.

Section 16.02 Service credit with respect to former employees of DirecTECH SW will include recognition of all prior periods of active employment after the employee has completed eight (8) continuous months of active employment following reemployment. Service credit for prior employment shall not be available to any employee who has a break in service in excess of three (3) months.

Section 16.03 The Employer shall provide the union with an up-to-date seniority list upon request, provided that such is requested no more frequently than every three (3) months.

Section 16.04 Where other considerations are equal, as determined by the Company, seniority shall govern as specified in this Agreement.

Section 16.05 An employee shall lose seniority and terminate his/her employment if:

he/she quits;

he/she fails to return to work from a layoff within five (5) calendar days after the mailing of a certified letter to the last known address directing him/her to return;

he/she does not return after the expiration of a leave of absence and no extension has been granted and/or

he/she is not recalled from layoff for a period equal to the length of service with the Employer or a period of six (6) months, whichever is lesser.

Section 16.06 When employees have the same hire date, the Company will use a common method for determining seniority. The last four digits of the Social Security Number (SSN) will be used to break ties, with the highest number considered most senior.

Article 17

NEW JOB CLASSIFICATIONS AND THE ESTABLISHMENT OF NEW RATE CHANGES

Section 17.01 When the Employer is required to create a new job classification or there is a changed classification due to a change in process, the Employer will determine if the required duties can be placed within an existing classification or classifications.

Section 17.02 If the new duties cannot be properly placed in an existing classification or classifications, the Employer will bargain with the Union to establish a new classification or classifications for the new duties and the rate of pay for the designated duties.

Article 18

TEMPORARY TRANSFERS

Section 18.01 The Employer shall have the right to make temporary transfers between job classifications and between DirecTECH warehouses, not to exceed sixty (60) calendar days, to fill in for absences, or for other reasons. Such transfers may be extended beyond sixty (60) calendar days by mutual agreement between the employee and the Employer.

Section 18.02 When all other criteria are equal, seniority shall be used to determine the employee(s) used to fill any temporary transfer.

Section 18.03 Employee's rates of pay will not be adversely affected by temporary transfers.

Section 18.04 Should the Employer's determination be questioned, the aggrieved employee shall have the right to file a written grievance to protest the action, but such issues shall not be subject to the arbitration procedure.

Article 19

GROUP LEADERS

Section 19.01 The Employer may designate employees as group leaders, also known as team leaders, at its discretion, by first (1st) posting a notice of the opening and then selecting one (1) of the applicants. Qualifications of the employee and seniority shall be the determining factors in the selection of a group leader.

Section 19.02 Hourly paid group leaders shall receive a differential of sixty-five cents (\$0.65) per hour more than the upper limit of the rate range for the classification of the employees they lead.

Section 19.03 "Job based employees" who are appointed and accept the position of group leader shall receive additional compensation as agreed by the company and the Union.

Section 19.04 The Employer reserves the right to individually review any group leader at any time for any reason, above and beyond the regularly scheduled performance appraisal.

Section 19.05 Group leaders lead co-workers and train employees as directed by a supervisor with no authority to hire, transfer, suspend, layoff, recall, promote or demote, discharge, assign, reward or discipline.

Section 19.06 Group leaders do not meet the statutory definition of a supervisor as described in the

NATIONAL LABOR RELATIONS ACT, 29 UNITED STATES CODE 151 ET SEQUENTES.

Section 19.07 The Employer may rescind the group leader status at any time for any reason and such is not subject to the arbitration procedure.

Section 19.08 With thirty (30) days advance notice to the Company, employees designated as group leaders may resign their group leader status for any reason and return to their previous, or equivalent, position with the Company.

Article 20

WORK ASSIGNMENTS

Section 20.01 Nothing contained in this agreement shall be construed to permit an employee to select a particular job or assignment within a given job classification.

Section 20.02 There shall be no employee initiated bumping of jobs on the basis of seniority or for any other reason.

Section 20.03 The parties agree that the Employer can assign any employee to any bargaining unit job in their classification for any reason.

Section 20.04 The parties agree that an employee can file a grievance concerning his/her work assignment but such is not subject to arbitration.

Section 20.05 The filing of a grievance does not relieve an employee from performing his/her work assignment with due diligence.

Section 20.06 The parties agree that employees may be cross trained and subsequently assigned to a variety of different jobs and work sites when necessary, appropriate and practical as judged by the Employer; to respond to the needs of the customers and to fill in for absent employees.

Article 21

EMPLOYEE OBLIGATION TO KEEP THE EMPLOYER INFORMED

Section 21.01 Employees, including employees on layoff and/or a leave of absence, shall notify and continue on an ongoing basis, to inform the Employer of their correct and proper:

legal name;

post office address or change of address;

job related educational accomplishments;

the name, addresses and telephone numbers for the person who should be contacted by the Employer in case of a medical emergency involving the employee and;

current telephone number or location at which they can be reached.

Section 21.02 Changes in the above mentioned information must be reported to the Employer within ten (10) days of the occurrence.

Article 22

WORK CUSTOMARILY PERFORMED BY BARGAINING UNIT EMPLOYEES

Section 22.01 It is the intent of the parties that all employees, including but not necessarily limited to supervisory, managerial and clerical employees, can perform bargaining unit work when necessary to assist bargaining unit members in accomplishing their work. It is further understood that such bargaining unit work performed by supervisory/managerial employees will be on a minimal basis.

Section 22.02 It is understood by the parties that the purpose of this article is to facilitate efficiency, assist bargaining unit members and enhance customer service. It is further understood that no bargaining unit jobs will be reduced under this article.

Section 22.03 Nothing in this agreement shall preclude tech supervisors from performing second (2nd) or repeat service calls or quality control checks of technician work.

Section 22.04 Line of Sight evaluations shall be performed by tech supervisors. Supervisors may delegate Line of Sight evaluations to bargaining unit members at their option.

Article 23

LEAVES OF ABSENCE

Section 23.01 Leaves of absence shall be unpaid and will be for a maximum of three (3) months. An employee shall terminate their employment if he/she does not return after the expiration of a leave of absence and no extension has been granted.

Section 23.02 All leaves of absence shall be without pay.

Section 23.03 Leaves of absence shall apply as follows;

Employees may request personal leaves of absence. Each request must be in writing on a form provided by the Employer and must specify the reason the leave of absence is desired. The Employer shall have the sole discretion to grant or not to grant requested leaves of absence.

Section 23.04 Employees who are eligible under the provisions of the Family and Medical Leave Act of 1993 will be subject to the provisions of that Act and to subsequent changes in the Act as they may occur.

Section 23.05 The Company shall require an employee who takes family or medical leave to exhaust, while on such leave, all accrued vacation time, for which he or she is eligible. Any such paid leave will count toward the twelve week maximum amount of family or medical leave the employee can take in a twelve-month period.

Section 23.06 An employee who wishes to take family or medical leave must give the

Employer thirty (30) days advance notice of the leave if the leave is foreseeable. If thirty days notice of when leave will begin is not practical, notice shall be given as soon as possible. The Company may delay or deny the taking of family and medical leave in the event that the employee fails to give proper notice.

Section 23.07 An employee who seeks to take family or medical leave for his/her family member's serious health condition must provide a certification of Physician form completed by a health care provider. If the leave is foreseeable and the employee has provided at least thirty days notice, the employee must provide the medical certification before the leave begins. If the leave is not foreseeable, the employee must provide the certification within fifteen (15) days of the request. Failure to provide medical certification may result in the leave being delayed or denied. Re-certification must be provided every thirty (30) days while on leave.

Section 23.08 If the Family or Medical leave was taken for the employee's own serious health condition, the employee must submit, to the Employer, certification by a health care provider that the employee is able to return to work (fitness for duty).

- a) To the extent authorized by law, employees who are granted leaves of absence of thirty (30) days or less shall suffer no break in seniority. Upon return, the Employer shall attempt, based on job availability, to reinstate such employees to their former job title and rate of pay. The Employer will observe all provisions and requirements of the Family and Medical Leave Act of 1993. Other than Family and Medical Leave, employees on leave for more than one (1) week shall be responsible to pay, in advance, 100% of their health insurance benefits for all of the time they are on leave.
- b) In requesting any of the above leaves of absence, employees shall give due consideration to the Company's ability to replace their services during such a leave, and such leave shall be granted solely at the discretion of the Company. Should the Company grant such leave, permission shall be in writing setting forth the beginning and ending dates for such leave. Permission for leave other than Family and Medical Leave shall be given at the sole discretion of the Employer

Section 23.09 Military Leave

- a) In the event employees covered by this Agreement are required to absent themselves for the purpose of performing military duty in the United States Armed Forces or the National Guard, and such duty requires absence during scheduled company work hours, the employee may take the necessary time off without pay to fulfill the obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may apply unused earned vacation time to the leave if they wish; however, they are not required to do so. The employee is expected to notify their supervisor as soon as he/she is aware of the dates of military duty to allow the supervisor to arrange for replacement during the absence.

- b) Employees called to military duty will immediately inform their supervisors and then will provide copies of their military orders as soon as possible.

Article 24

CALL IN AND REPORT IN OBLIGATION

Section 24.01 Employees are required to personally notify their supervisor or his/her designee at least one (1) hour prior to the start of their scheduled shift if they are unable to report. Failure to do so may result in disciplinary action.

Section 24.02 Employee compliance with the above mentioned notification does not constitute an Employer approval and/or excuse of such absence.

Section 24.03 The Employer is not required to pay employees for a lack of work under any circumstances including but not necessarily limited to an act of God, power failure, terrorism, war, bomb threat, fire, flood, bad weather and/or other similar emergency beyond the control of the Employer.

Article 25

FUNERAL LEAVE

Section 25.01 Regular, full time employees shall be excused, with pay for up to two (2) days, at his/her basic wage rate, for the necessary scheduled time absent due to the funeral of a member of the immediate family. The leave may not begin until the day of death, and shall not extend beyond the day of the funeral. The employee may also be excused for three (3) additional days without pay.

Section 25.02 For purposes of this section, immediate family shall mean the following;

spouse,
child,
mother,
father,
sister,
brother,
grandparents,
stepparents,
stepchildren,
mother-in-law,
father-in-law,
daughter-in-law,
son-in-law and
grandchild.

Section 25.03 In order to qualify for the funeral leave;

the employee must have been previously scheduled to work, during the time-period when the funeral services and/or related activities are conducted and

the employee must provide the Employer with sufficient evidence of:

the death;

the date of the death;

the date of the visitation;

the date of the funeral;

the date of related activities and

the relationship between the employee and the deceased.

Section 25.04 The employee shall submit the above mentioned evidence to the Employer within seven (7) calendar days after the employee returns to work.

Section 25.05 In the event of the death of an employee's wife, husband, daughter, son, mother, or father, an employee shall, upon the employee's request, be excused from scheduled time up to an additional ten (10) unpaid days. Earned and Accrued paid individual days may be substituted for these excused days at the employee's option.

Section 25.06 Should the evidence provided by the employee be inadequate to establish; the death, schedule of activities or relationship of the deceased to the employee, the Employer shall have the right to deny excused time off under this article.

Article 26

SAFETY AND HEALTH

Section 26.01 A safety committee will be established composed of at least three (3) bargaining unit employees appointed by the union and three (3) supervisors designated by the Company.

Section 26.02 The safety committee will meet at least quarterly (every three months) to discuss safety-related matters and may, if it is deemed advisable, conduct safety tours.

Section 26.03 It is the policy of the Employer to conduct all operations in a safe work environment for all employees.

Section 26.04 Employees are required to report in writing any work related injuries that they sustain, to the Employer, as soon as possible, but not later than within twenty-four (24) hours of the occurrence, unless the employee is physically unable to prepare the written report.

Section 26.05 All employees that are injured, while working for the Employer, are required to fill out and submit to the Employer, an accident report, as soon as possible, but not later than within twenty-four (24) hours of the occurrence, unless the employee is physically unable to prepare the written report.

Section 26.06 For safety reasons, employees are prohibited from operating radios,

record players, tape players, compact disc players and MP3 players or wearing headphones in the Employer's work areas or the customer's business or residence, except as designated and/or approved in writing, in advance, by the Employer.

Section 26.07 The employee is required to inspect all work environments and report to the Company any unsafe work environments. The employee is further required to refuse to work in such unsafe environments. The Company, at its sole option may visit job sites where work is refused on the grounds of safety, to determine whether the job site was unsafe.

Article 27

BULLETIN BOARDS

Section 27.01 The Employer shall provide, upon written request by the union, a bulletin board for each facility where bargaining unit employees report for the exclusive use of the Union for the posting of its notices.

Section 27.02 The Union agrees not to post Union material any place on Company premises other than on the Union bulletin boards.

Article 28

HEALTH, VISION AND DENTAL INSURANCE

Section 28.01 A Benefit Plan consisting of medical, dental and vision insurance shall be made available to all full time, permanent employees who have successfully completed their probationary period and who are covered by this Agreement. The level of benefits shall be those in place on the date this Agreement is signed by both parties and may not be changed except by mutual agreement between the Union and Company.

Section 28.02 The Employer will pay one hundred dollars (\$100.00) per month toward the payment of the premium of the employee's single (1) coverage for health insurance. The balance of the monthly premium will be paid by the employee through payroll deduction during the term of this labor agreement.

Section 28.03 If the employee wishes to additionally select a two (2) person policy or family coverage, he or she must pay one hundred percent (100%) of the additional cost and/or premium, during the term of this labor agreement.

Section 28.04 This additional premium for elected coverage will be deducted in equal portions, where possible, from each payroll period during the term of this Agreement.

Section 28.05 The employee may also elect to participate in either the Employer's vision insurance program or the Employer's dental insurance or both.

Section 28.06 The employee will be responsible, for all premiums incurred as a result of the employee's election to participate in the Employer's vision insurance and/or dental insurance programs.

Section 28.07 If the cost of the coverage selected by the employee increases, the employee will be responsible for one hundred percent (100%) of the increase(s) in premiums and the additional amount will be automatically deducted from the pay of the

employee during the term of this labor agreement.

Section 28.08 Regardless of when an employee desires to commence participation in the Employer sponsored health insurance, vision insurance and/or dental insurance plans, such participation can only occur no sooner than the beginning of the first (1st) month following the employee's election to participate in the Employer sponsored plan.

Section 28.09 Any employee missing three (3) or more weeks of work in any month, for any reason, except;

FAMILY AND MEDICAL LEAVE ACT, 29 UNITED STATES CODE 2601 ET SEQUENTES

leaves;

paid vacations and

paid holidays

must pay one hundred percent (100%) of the cost for the single (1), two (2) person policy and/or family premium for that month, as well as any vision and/or dental premiums, on or before the premium due dates(s) established by the Employer, or the employee will be ineligible for participation in the group plans.

Section 28.10 Certificates of insurance from the carrier selected by the Employer, or from the Employer if it elects to self-insure, shall be furnished to all eligible employees, upon request.

Section 28.11 The certificates shall state the terms and conditions of the group health insurance, group vision insurance and the group dental insurance coverage, as of the date this Agreement is signed by both parties.

Section 28.12 The rights, benefits, limitations and conditions of insurance for all eligible employees and dependents shall be so stated on the certificates.

Section 28.13 The rights, benefits, limitations and conditions of insurance eligibility and coverage for employees and their eligible dependents shall be controlled by and subject to the rules and practices of applicable plans or policies.

Section 28.14 During the term of this agreement the Company agrees to meet with the Union to discuss an alternative health plan if the premiums are less and the coverage is increased.

Article 29

NO STRIKE AND NO LOCKOUT

Section 29.01 During the life of this Agreement, there will be no strikes of any kind, including sympathy strikes, strikes in protest of alleged unfair labor practices, boycotts, work stoppages or slow downs which interfere with the Company's production or business.

Section 29.02 The union will use its best efforts to prevent any violation of this article and to terminate any violations, should any occur. In the event any violation occurs, which is unauthorized by the Union, the Company agrees that there shall be no financial liability on the part of the Union, provided that in the event of such unauthorized action the Union promptly advises the members of the Bargaining Unit that such action is unauthorized and that the involved members should return to work or cease such action.

Section 29.03 If a violation of this article occurs, the Union, upon notification from the Company, will: provide the Company with written notice, within twenty-four (24) hours, that the strike is not authorized, is in violation of this agreement and is not to be honored.

Section 29.04 The Company shall have the right to discharge, demote or suspend employees for participation in an unauthorized strike.

Section 29.05 Nothing herein shall prevent the Company or the Union from seeking relief in the courts for violations of this article.

Section 29.06 The Company and the Union will work together to bring any unauthorized strike to an end.

Section 29.07 The Company shall not engage in any lockout during the term of this agreement.

Article 30

WAGES

Section 30.01 The Employer will conduct a minimum of one (1) performance appraisal for each employee at the approximate end of their probationary period.

Section 30.02 The Employer will hereafter conduct one (1) performance appraisal at the approximate anniversary of hire, then each year thereafter.

Section 30.03 Employees will have the right to examine their appraisal forms for the purposes of;

- a) assuring that no errors have been made in the computation of their rating and
- b) to determine those areas in which further improvement should be made to improve their future.

Section 30.04 If the employee is still not satisfied with the results, he/she may file a grievance with the Employer but the dispute will not be subject to arbitration.

Section 30.05 The performance appraisal program applies only to those employees out of their probation period.

Section 30.06 Technicians will be classified as job based employees and will be paid in accordance with Appendix A, Job Based Rate Sheet attached hereto. Employees on the payroll as of May 4, 2006 shall be paid according to the Veterans Pay Scale. Employees hired subsequent to May 4, 2006 shall be paid according to the Tier 3 Pay Scale.

Section 30.07 Warehouse employees and Trackers will have a starting rate of \$6.50 per hour. Each of these job classifications will receive a \$0.25 per hour increase at the beginning of years two (2) and three (3) of this Agreement.

Section 30.08 The Warehouse group leader and the Trainer will be paid a starting salary of \$500 per week, with an increase of \$10.00 per week at the beginning of years two (2) and three (3) of this Agreement. The warehouse group leader and the trainer currently filling these positions will be paid a salary of \$512.50 per week, and will not be eligible for a salary increase until the beginning of year three (3) of this Agreement.

Section 30.09 Full amount due for custom work must be paid by customer to the Employer.

Appendix A
Job Based Rate Sheet
Veteran's Pay
Closed Line Items

Service Calls		\$15
<u>New Install Or Former Customer</u>		
IRD-DVR or IRD-HD/DVR Combo		
	1st Occurrence	\$40
	2nd and remaining occurrences	\$25
IRD-Standard or IRD-HD or IRD-KA/KU		
	1st Occurrence(If primary - meaning no IRD-DVR or IRD-HD/DVR Combo is being installed)	\$30
	2nd and remaining occurrences	\$15
ODU 36"		\$10
ODU KA/KU		\$10
COMM Labor		\$15
Miscellaneous Labor Products 2 - Additional Labor		\$20
Miscellaneous Labor Products 2 - Additional Labor OFF-AIR		\$25
<u>Upgrades</u>		
IRD-DVR or IRD-HD/DVR Combo		\$30
IRD-Standard or IRD-HD or IRD-KA/KU		\$15
ODU 36"		\$10
ODU KA/KU		\$10
Miscellaneous Labor Products 2 - Additional Labor		\$20
Miscellaneous Labor Products 2 - Additional Labor OFF-AIR		\$25
Miscellaneous Labor Products 2 - ODU Relocate		\$20
Miscellaneous Labor Products 2 - ODU Upgrade		\$20
Miscellaneous Labor Products 2 - 2nd Line DVR	1st Occurrence	\$30
	2nd Occurrence	\$25
<u>Final Calculation on all upgrades</u>		
If adding pay for all closed lines, and Total Pay > \$0		\$5
If adding pay for all closed lines, and Total Pay = \$0 AND job has a Swap Replace closed line		Service Call rate

On any line item, if tech action taken is closed with "No Action Taken", line is non-payable.
On any line item, if tech action required is "Swap Relocate", "Relocate" or "Swap Replace", line is non-payable.

Appendix A (cont.)
Tier 3 Pay
Closed Line Items

Service Calls		\$15
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<i>New Install Or Former Customer</i>		
IRD-DVR or IRD-HD/DVR Combo		
	1st Occurrence	\$30
	2nd and remaining occurrences	\$15
IRD-Standard or IRD-HD or IRD-KA/KU		
	1st Occurrence(If primary - meaning no IRD-DVR or IRD-HD/DVR Combo is being installed)	\$30
	2nd and remaining occurrences	\$15
ODU 36"		\$0
ODU KA/KU		\$10
COMM Labor		\$15
Miscellaneous Labor Products 2 - Additional Labor		\$20
Miscellaneous Labor Products 2 - Additional Labor OFF-AIR		\$25

<i>Upgrades</i>		
IRD-DVR or IRD-HD/DVR Combo		\$15
IRD-Standard or IRD-HD or IRD-KA/KU		\$15
ODU 36"		\$10
ODU KA/KU		\$10
Miscellaneous Labor Products 2 - Additional Labor		\$20
Miscellaneous Labor Products 2 - Additional Labor OFF-AIR		\$15
Miscellaneous Labor Products 2 - ODU Relocate		\$15
Miscellaneous Labor Products 2 - ODU Upgrade		\$20
Miscellaneous Labor Products 2 - 2nd Line DVR	1st Occurrence	\$30
	2nd Occurrence	\$25

<i>Final Calculation on all upgrades</i>		
If adding pay for all closed lines, and Total Pay > \$0		\$5
If adding pay for all closed lines, and Total Pay = \$0 AND job has a Swap Replace closed line		Service Call rate

On any line item, if tech action taken is closed with "No Action Taken", line is non-payable.
On any line item, if tech action required is "Swap Relocate", "Relocate" or "Swap Replace", line is non-payable.

Appendix A (cont.)

Custom Work

	Maximum Chargeable Amount	
<u>CUSTOM WORK (*)</u>	Charged to Cust	Max Paid to Tech
WALL FISH	\$60.00	\$45.00
MIRROR OUTLET	\$45.00	\$33.75
POLE MOUNT (Cust Request)	\$75.00	**
CABLE BURIAL PER FOOT	\$1.50	\$1.13
POLE MOUNT REMOVAL (DIG)	\$65.00	\$48.75
POLE MOUNT REMOVAL (CUT)	\$20.00	\$15.00
LINE AMPS	\$15.00	\$11.25
ADDITIONAL OUTLET	\$45.00	\$33.75
Separate Trip Addl Outlet	\$85.00	\$63.75
RELOCATE DISH (Cust Request)	\$97.50	\$73.13
DIPLEXERS	\$7.50	\$5.63
BALCONY MOUNT/BRACKET	\$30.00	\$22.50
ADDITIONAL LINE	\$45.00	\$33.75
CHIMNEY STRAP	\$45.00	\$33.75
TRI-POD	\$65.00	\$48.75
NON-PEN MOUNT	\$150.00	\$112.50
WIRELESS PHONE JACK	\$75.00	
(TECH RECEIVES \$27.98)		
ADDITIONAL WIRELESS PHONE JACK	\$20.00	
(TECH RECEIVES \$13.99)		
(*) TECH RECEIVES 75% UNLESS OTHERWISE NOTED		
(**) TECH RECEIVES 75% UP TO \$50		

Article 31
CONTRACTING OUT

Section 31.01 The Employer shall have the right to engage independent contractors to perform technician work for the purpose of:

- Maintaining adequate staffing levels;
- Improving customer service and
- performing emergency technician work for which no technician is available.

Section 31.02 It is understood by both parties that some work may be subcontracted, on an occasional basis. Work on Sundays and Holidays will first (1st) be offered to employees before assigned to contractors.

Section 31.03 The intent of this article is to provide the Employer flexibility in maintaining customer service levels and is not for the purpose of reducing bargaining unit work.

Article 32
CLAIMS OF BREACH

Section 32.01 The failure of the Company or the Union to observe or enforce any provision of this agreement shall not constitute a waiver of such provision nor prejudice either party regarding any subsequent action.

Article 33
DRUGS AND ALCOHOL

Section 33.01 No employee is permitted to work for the Employer impaired by mind and/or mood altering drugs and/or alcohol. If there is suspicion to believe, based on specific, objective facts, that an employee is under the influence of alcohol and/or drugs or has used such substances on Company property or is involved in a work-related accident resulting in property damage estimated in excess of \$100 or personal injury, the employee may be required to undergo medical testing as provided below. Such testing shall not be used as a means for harassment. Testing shall be limited to either a blood test or a urine test, but not both under this Article.

Section 33.02 An employee's refusal to submit to medical testing under the above conditions will be deemed insubordinate and will result in discipline, including suspension without pay or termination. Employees required to leave the job site or work over in order to complete random testing shall be paid his/her regular wages and mileage.

Section 33.03 In the event that drug and/or alcohol testing is implemented under this article such medical testing will be conducted by a physician and/or laboratory selected by the Company, at the Company's expense, provided the analysis of the test results are performed by a laboratory that is N.I.D.A. certified. If the medical testing shows the presence of alcohol, or an illegal drug, or abuse of a legal drug, the Company will request a confirmation test to insure the accuracy of the test results. All positive test results will be reviewed by an approved Medical Review Officer for further confirmation. If the test is positive, the Company shall arrange for a medical assessment.

Section 33.04 After receipt of the medical assessment, there shall be a determination of an appropriate remediation program for first offender employees. The employee may be subject to disciplinary action, if appropriate, including suspension without pay or termination. Should the disciplinary action result in suspension without pay, the employee will be required to submit to a second medical test before returning to work. The returning employee will also be required to submit to medical testing for the first year following the employee's return to employment.

Section 33.05 The Union and the Company are concerned about persons who are victims of alcohol or drug abuse. The Company agrees to facilitate correction of this process through programs and services that are available in the community. Any employee who believes he/she is in need of help shall notify their supervisor who in turn will contact the Payroll & Human Resources Manager who shall both treat this information confidentially. Any employee who voluntarily uses this section shall be permitted "in" or "out" patient treatment without repercussion for attendance or notification pursuant to this section. Upon return to work, the employee will also be required to submit to medical testing for up to the first (1st) year following the employee's return to work.

Section 33.06 Any employee found to be or having been in the possession of, or currently using, an illegal drug and/or alcohol will be disciplined up to and including discharge.

Section 33.07 All regular full-time and part-time new hires will be required to submit to a pre-employment drug test after an extension of a conditional offer of employment. Failure to pass this drug test shall result in denial of employment or in immediate dismissal if the employee has begun working before results of the drug test are received.

Section 33.08 The Employer may issue discipline up to and including discharge to all employees found to be using illegal drugs and/or alcohol, during the work day:

Who have failed a drug and/or alcohol test and/or:

Who test positive for the presence of illegal drugs in their bodies.

Section 33.09 For purposes of this provision, an applicant or employee with a blood alcohol content of greater than eight hundredths (0.08%) shall be conclusively presumed to be impaired by alcohol.

Section 33.10 “Impaired” means for drugs, that a drug testing laboratory confirms the presence of a controlled substance as established by federal thresholds.

Section 33.11 A refusal to:

submit to a drug and/or alcohol test and/or

execute a consent form;

in connection with such test shall be treated the same as a positive test result.

Section 33.12 “Reasonable suspicion” means that a supervisor observes the employee engaging in unusual behavior such as, but not necessarily limited to: being unsteady; eyes being dilated; making frequent errors; unusual speech patterns and/or slurring of words. A supervisors “reasonable suspicion” must have the concurrence of an additional supervisor or member of management.

Section 33.13 To assure that employees comply with the prohibition against possessing alcohol or drugs, employees may be subject to an inspection, at any time, on a random or any other non-discriminatory basis, with or without cause in:

the employee’s work area;

company motor vehicles;

tool boxes and/or

equipment containers.

Section 33.14 Any refusal to submit to such an inspection will result in disciplinary action up to and including discharge.

Article 34 **SMOKING**

Section 34.01 The parties agree that the Company will designate all smoking and non-smoking areas.

Section 34.02 The Company’s designation of smoking and non-smoking areas under this article shall not be subject to the arbitration procedure of this agreement.

Article 35
LIFE INSURANCE

Section 35.01 All full time, permanent employees may elect to participate, in the Employer's sponsored life insurance program.

Section 35.02 In order to be eligible to participate in the Employer's sponsored life insurance program, the employee must have satisfactorily completed their probationary period.

Section 35.03 One Hundred percent (100%) of the employee's coverage for life insurance will be paid for by the employee, during the term of this labor agreement.

Section 35.04 The participating employee may elect to purchase life insurance in the amount of \$25,000 or \$50,000.

Section 35.05 Premiums will be deducted bi-weekly from the employee's pay.

Section 35.06 The Employer, after advance notice to the Union, shall have the right to switch life insurance carriers provided that the insurance benefit is not reduced.

Section 35.07 Certificates of insurance from the carrier selected by the Employer, or from the Employer if it elects to self-insure, shall be furnished to all eligible employees, upon request.

Section 35.08 The certificate shall state the terms and conditions of the life insurance coverage, as of the date of the issuance.

Section 35.09 The rights, benefits, limitations and conditions of insurance for all eligible employees and dependents shall be so stated on the certificates.

Section 35.10 The rights, benefits, limitations and conditions of insurance eligibility and coverage for employees shall be controlled by and subject to the rules and practices of applicable plans or policies, as in effect at the time of issuance.

Article 36
CERTIFICATION

Section 36.01 All employees performing jobs that require certification are required to satisfy all federal and state requirements to maintain such to ensure their continued employment.

Section 36.02 Technicians must be certified by the Satellite Broadcast Communications Association (SBCA).

Section 36.03 The first (1st) certification test and one (1) re-take for trainees who fail the first (1st) test will be paid for by the company.

Section 36.04 Any additional re-takes for trainees will be at the sole expense of the trainee.

Section 36.05 Technicians must renew their certification every two (2) years. Such bi-annual testing and renewal of their Satellite Broadcast Communications Association (SBCA) certification may be accomplished by the technician by participating in the refresher course made available at no cost to the technicians.

Section 36.06 The Company will pay the cost of the re-certification test. Should the technician fail the test on the first (1st) attempt, the Company will pay for one (1) re-test. All subsequent re-test shall be paid for by the technician.

Section 36.07 Technician's who do not maintain their Satellite Broadcast Communications Association (SBCA) certification will not be assigned work.

Article 37

JURY AND WITNESS DUTY

Section 37.01 An employee who serves during his/her regularly scheduled work time as a subpoenaed witness in a court case in which the employee is not a party, as a witness for the Company, or as a petit juror shall be eligible for excused time off from work.

Section 37.02 The employee will provide the Employer with the exact date that the employee desires to begin the time off, as well as the exact day that the employee intends to return to work.

Section 37.03 The Employer will provide necessary excused time off to attend court appearances when the employee has received a subpoena ad testificandum, subpoena duces tecum and/or summons.

Section 37.04 The Employer will consider various factors, for non-jury court appearances, including but not necessarily limited to:

the purpose of the employee's courtroom appearance;

the employee's stated needs;

the employee provided documentation;

the legitimacy of the request;

the overall impact of the request for time off.

Section 37.05 Should the employee, in the judgment of the Employer, fail to provide the required evidence of the jury and or witness duty, the Employer may deny excused absence and/or payment under this article.

Section 37.06 In order to receive payment for jury duty, the employee must:

Be previously scheduled by the Employer to work, during the time subpoenaed and/or summoned, by a federal or state court or a court of local jurisdiction;

be subpoenaed and/or summoned by the court to serve as a juror and

otherwise herein qualify.

Section 37.07 In order to qualify to receive payment, for jury duty, the employee must:

Have been deemed eligible to receive such from the Employer;

have completed serving the court as a juror;

have provided the Employer with the proof, that the jury duty was actually performed and;

have provided the Employer with all requested relevant documentation, to the Employer's satisfaction.

Section 37.08 The payment that an otherwise eligible employee could receive, for service as a juror would be a sum:

Equal to the difference between the amount of wages, excluding any and all premiums, the employee would have earned and the jury duty fee paid, by the court;

For each day on which he or she reports for, or performs, jury duty not to exceed one (1) day, in any calendar year.

Section 37.09 In all instances, the employee is expected to return to work, except in those circumstances, where the employee's release from the court, is within one (1) hour prior to the end of the scheduled shift, unless such requirement is waived by the Employer in writing.

Section 37.10 If the employee desires an extension of a previously granted period of time off, the employee must re-apply on a form provided by the Employer.

Section 37.11 The Employer reserves the right to seek to have the employee excused from jury duty and/or witness duty, in order to otherwise perform work for the Employer.

Section 37.12 The Employer shall pay an employee for any and all time spent serving as a witness on behalf of and/or at the request of the Employer.

Section 37.13 The union shall pay an employee for any and all time spent serving as a

witness on behalf of and/or at the request of the union.

Section 37.14 In no circumstance is the Employer obligated to pay an employee for time spent, in the service of the union, engaged in: National Labor Relations Board (NLRB) unfair labor practice charge (ulpc) affidavit giving; National Labor Relations Board (NLRB) hearings and/or trials and/or other litigation adverse to the Employer.

Section 37.15 Nothing herein shall be in conflict with or be in violation of, any state or federal statute.

Section 37.16 Under this article no employee is eligible for payment by the Company for any activities other than service on a jury in response to a summons or other state or federal court issued requirement to serve.

Section 37.17 For purposes of this Article, jury pay for job based employees shall be determined by using the average daily pay of the job based employee over the previous six (6) bi-weekly pay periods worked by the employee.

Article 38

PART-TIME VERSUS FULL-TIME STATUS

Section 38.01 Employees who have been designated by the Employer with the expectation that the employee will work thirty-six (36) or more hours per week and previously granted full-time status by the Employer are considered full-time.

Section 38.02 “Job based employees” who have been designated by the Employer with the expectation that the employee will complete fourteen (14) jobs as assigned per work week or who have averaged completion of fourteen (14) jobs per work week over the previous one (1) year and previously granted full-time status by the Employer are considered full-time.

Section 38.03 Employees who have been designated by the Employer with the expectation that the employee will work less than thirty-six (36) hours per week and previously granted part-time status by the Employer are considered part-time.

Article 39

REQUIREMENTS OF EMPLOYEES

Section 39.01 Absence from work for three (3) consecutive days without calling in will be considered job abandonment and the employee will be considered to have voluntarily resigned his job.

Section 39.02 Employees are forbidden to participate in outside employment or contracting with a customer or potential customer or competitor or potential competitor of the Employer.

Section 39.03 The employee is prohibited from competing in any way with sales, installation or services the Employer provides to its customers.

Section 39.04 Technicians are required to maintain their driver's license in their state of residence.

Section 39.05 Technicians who lose their driving privileges may not be assigned work.

Article 40

SHORT TERM DISABILITY INSURANCE

Section 40.01 All full time, permanent employees may elect to participate in the Employer's sponsored short term disability insurance program with the understanding that such offerings may change from time to time. If changes to the plan are contemplated the Company will give advance notice to the Union.

Section 40.02 In order to be eligible to participate in the Employer's sponsored short term disability insurance program, the employee must have satisfactorily completed their probationary period.

Section 40.03 One hundred percent (100%) of the employee's coverage for short term disability insurance will be paid for by the employee, during the term of this labor agreement.

Section 40.04 This premium will be deducted bi-weekly from his/her pay.

Section 40.05 If the cost of the coverage increases, the employee will continue to pay one hundred percent (100%) of the premium, during the term of this labor agreement.

Section 40.06 The Employer, after advance notice to the Union, shall have the unilateral right to switch short term disability insurance carriers.

Section 40.07 Certificates of insurance from the carrier selected by the Employer, or from the Employer if it elects to self-insure, shall be furnished to all eligible employees, upon request.

Section 40.08 The certificate shall state the terms and conditions of the short and long term disability insurance coverage, as of the date of issuance.

Section 40.09 The rights, benefits, limitations and conditions of insurance for all eligible employees and dependents shall be so stated on the certificates.

Section 40.10 The rights, benefits, limitations and conditions of insurance eligibility and coverage for employees shall be controlled by and subject to the rules and practices of applicable plans or policies, as in effect at time of issuance.

Article 41
WAGE PAYMENT

Section 41.01 With the consent of the employee, wages may be payable by direct deposit to the bank account of the employee's choice.

Section 41.02 Payment shall be bi-weekly or twenty-six (26) payroll periods per year.

Article 42
SICK LEAVE

Section 42.01 All employees who have completed their probationary period shall earn unpaid sick leave, equal to the length of the scheduled workday, at a rate of one (1) day per quarter for a twelve (12) month employee not to exceed four (4) days.

Section 42.02 Not more than one (1) day of Sick Leave can be carried over beyond the end of the calendar year.

Section 42.03 Sick leave is accrued on a quarterly basis. New employees do not accrue sick leave until they have completed their probationary period.

Section 42.04 Absence due to illness in the immediate family – spouse, parents, brothers, sisters, children, grandparents – or any person, who is wholly dependent upon the employee, is limited to a maximum of three (3) days annually. Absences used for this purpose will be reduced from the employee's sick leave.

Section 42.05 Documentation verifying the illness and the employee's fitness to return to work is required for any absence of three (3) or more consecutive days. Two or more consecutive days shall apply if the employee has no accrued sick leave.

Article 43
CWA/PAC Payroll Deduction

Section 43.01 The Company will collect CWA/PAC funds once each month through payroll deduction from employee's pay, upon receipt of a written authorization form signed by the individual employee and delivered by the Union to the respective Company representative.

Section 43.02 The Company also agrees to remit the amounts so deducted to the designated representative of the Union, and to furnish the union one (1) copy of the list of employees for whom such deductions have been made and the amount of each deduction. The Company also agrees to furnish the Union one (1) copy of a list of employees for whom no authorized deductions have been made together with the reasons therefore.

Section 43.03 The Company shall bear the full cost of the undertaking set forth herein except that the Union agrees to furnish the CWA/PAC deduction authorization forms.

Section 43.04 The Union agrees to hold harmless and indemnify the Company against liabilities resulting from the process of CWA/PAC collection from the employees and subsequent transfer to the Union.

Article 44

PAYROLL DEDUCTIONS

Section 44.01 Deductions by the Company from wages or final compensation will be made in accordance with Company policy and applicable federal and state law.

Section 44.02 Deductions are authorized if they are;

- a) required or authorized by law,
- b) to the benefit of the employee;
- c) made with consent of the employee or
- d) in response to a valid wage assignment or wage deduction order.

Section 44.03 Deductions by the Employer are authorized if any one (1) of the factors listed in section 44.02 above applies.

Section 44.04 Deductions to the benefit of the employee shall be made upon written request by the employee, provided that such deductions are in accordance with Company policy.

Article 45

ESOP/EIAP

Section 45.01 The Company agrees to continue and maintain an Employee Stock Ownership Plan and an Eligible Individual Account Plan for bargaining unit members in accordance with federal and state law.

Article 46

VEHICLES

Section 46.01 Company Owned Vehicles (COVs) provided to technicians are the responsibility of the Company. The Company will reimburse any approved out of pocket expenses incurred by the employee.

Section 46.02 Car washes or car detailing will be performed on work time.

Section 46.03 Employees are not liable for any expenses or deductibles associated with the COV. Nothing in this section shall excuse the employee from liability for violations of law, traffic citations and associated penalties.

Section 46.04 Employee Owned Vehicles, or Personal Owned Vehicles (POVs), are the responsibility of the employee and shall meet the following conditions;

1. Operators of POVs must secure a commercial insurance policy and provide evidence to the Company of such coverage. POVs may be on the Company's insurance or on alternative insurance that meets or exceeds the Company insurance limits. The POV operator is responsible to pay the insurance premiums regardless of which insurance alternative he or she chooses. The Company must be named as "additional insured" on the commercial policy covering the POV.
2. Vehicle Allowance: Operators of POVs will be paid an additional \$15.00 for each completed job as indicated in Appendix A.

Article 47

ASSIGNMENT OF WORK

Section 47.01 The Work Reporting Area (WRA) will be one of the following:

- a) A Circular geographic area with a radius of fifteen (15) miles from the employees place of residence,
- b) or the zip code assigned by the Company, which is not necessarily the zip code in which the technician resides.
- c) Management will determine whether "a" or "b" will apply in a particular case.

Section 47.02 On days other than the technicians' meeting day, the preferred starting place for work will be the "home" zip code assigned to the employee. This is a preferred starting job location, but is not a guaranteed starting location.

Section 47.03 Travel time to the first (1st) job and from the last job is not considered time worked. Travel time from job to job, after the technician arrives at his first (1st) job is considered to be and shall be recorded as work time.

Section 47.04 If a technician is assigned to work seventy-five (75) miles outside the Direct Marketing Area (DMA), such assignments shall be on a voluntary basis. No technician shall be required to accept such an assignment.

Section 47.05 Travel to an assignment more than seventy-five (75) miles outside the DMA shall be by Company Owned Vehicle (COV), unless other arrangements are suggested by the Company and agreed to by the Union.

Section 47.06 Technicians performing work more than seventy-five (75) miles outside the DMA will receive bonus compensation of \$5.00 per each job completed.

Article 48

TOOLS AND EQUIPMENT

Section 48.01 At the execution of this agreement the Company will provide the following tools and equipment for use by each technician assigned to a Company Owned Vehicle (COV):

28 foot extension ladder

6 foot stepladder

Satellite meter, also known as Satellite Signal Strength Meter

Safety Vest

Safety Glasses

Two (2) Safety Cones

Section 48.02 Technicians will be responsible for the care and safekeeping of the tools.

Section 48.03 To receive tools, employees will be required to agree to and sign the Tool Issue Acknowledgement Form labeled Exhibit Y and attached hereto.

Section 48.04 Should an employee be switched from company owned vehicle to a personal owned vehicle (POV), issued tools will be returned in accordance with the Tool Issue Acknowledgement Form.

Article 49

EFFECT OF LAW

Section 49.01 In the event that any provision of this agreement is found to be in conflict with any applicable federal law or state law, that provision shall no longer be effective, but the remainder of this contract shall continue in full force and effect.

Article 50

AGREEMENT COMPLETE

Section 50.01 The Employer and the Union have had ample opportunity to present for negotiations any subject desired.

Section 50.02 Each, therefore, clearly and unmistakably waives, for the remainder of the term of this agreement, the right to request either party to negotiate on any subject which was germane at the time of negotiations, whether or not covered in this contract and whether or not mentioned during negotiations, except with respect to the negotiations of a new contract.

Section 50.03 This agreement is complete in writing.

Section 50.04 It may be amended only by an instrument in writing signed by an agent of the Employer and an agent of the Union.

Section 50.05 Such an amendment may be effective during the term of this Agreement and may extend the term of this contract.

Section 50.06 This Agreement does not operate to include, nor does it obligate the Employer to continue in effect, any term, or condition of employment, any working condition, any benefit, any current or past practice, any rule and/or any personnel policy, or procedure which is not covered or contained in this contract.

Section 50.07 If either party suggests any amendment to this agreement, the willingness of the other party to discuss the request, or make any proposal, shall not in any way negate the complete waiver set forth in this article, nor shall the making of any amendment in any way negate the complete waiver set forth therein.

Section 50.08 The parties agree that this Agreement contains their full and complete understanding and that any prior practices, benefits, or oral agreements are superseded by the terms of this Agreement. The parties further agree that no practices, oral agreements or benefits will be recognized or regarded as binding unless committed to writing and signed by the parties as a supplement to this Agreement, provided however that existing work rules remain in full force and effect under this agreement and the Employer retains its rights under this Agreement to issue new work rules.

Section 50.09 Neither the Company nor the Union, by this Agreement, waive any right, legal or equitable, which it would otherwise have except as specifically defined and provided in this Agreement, which sets forth all understandings and agreements arrived at by the parties.

Article 51
DURATION OF AGREEMENT

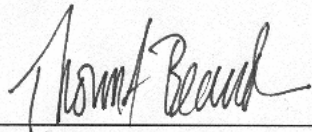
Section 51.01 This Agreement shall be effective as of the 10th day of March, two thousand and eight (2008), between the Employer and the Union and shall continue in full force and effect up to and including the 12th day of March, year two thousand and eleven (2011).

Section 51.02 Either the Employer or the Union may terminate or modify this Agreement by written notice to the other not more than ninety (90) days and not less than sixty (60) days prior to the expiration of this contract.

Section 51.03 Subsequent to the receipt of such notice, collective bargaining negotiations shall commence between the parties for the purpose of considering the terms of the new agreement at mutually agreeable times and places.

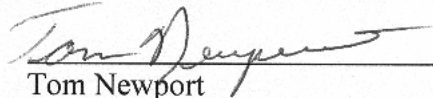
Section 51.04 By mutual agreement of the parties, this Agreement may be extended during the continuation of the negotiations.

DireTECH SouthWest, Inc.

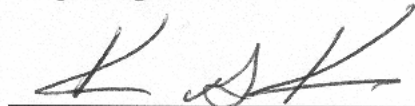


By: Tom Beaudreau
CEO

**COMMUNICATIONS
WORKERS OF AMERICA**



Tom Newport
CWA District Organizing
Coordinator


Gary Metcalf
Bargaining Committee

Kevin Kujawa
President, CWA Local 6320

Memorandum of Agreement

Between

DirecTECH SW

and the

Communications Workers of America

This Agreement is entered into as of the effective date of the 2008 Labor Agreement between the Communications Workers of America (“CWA” or the “Union”) and DirecTECH SW (Company). This Agreement shall be effective for the life of the 2008 Labor Agreement, unless otherwise mutually agreed in writing by the parties.

1. Whenever the Union notifies the Company in writing of its election to arbitrate a grievance pursuant to Article 51, Grievance and Arbitration, of the 2007 Labor Agreement, and in the same writing also notifies the Company: (1) that the election to arbitrate is involved in the Union’s internal appeal process, and (2) that the notice of election to arbitrate is therefore being given solely to preserve the Union’s right to arbitrate in the event that the appeal is upheld, the parties agree that the running of the 180-day time limit provided for in Section 27 of the said Article 51 shall be frozen as of the date the Company receives said notice.
2. With respect to any grievance as to which notice is given to the Company in accordance with the terms of paragraph 1 above, the Union shall notify the Company promptly in writing of the outcome of its internal appeal process, and at the same time:
 - a. If the appeal is upheld, the Union shall also notify the Company of its intent to proceed to arbitration, and the running of the 180-day time limit provided for in Section 27, of Article 51, Grievance and Arbitration, of the 2007 Labor Agreement shall resume as of the date upon which the Company receives this notice.
 - b. If the Appeal is denied, the Union shall notify the Company of the withdrawal of its previous notice of election to arbitrate the subject grievance.
3. In situations where the Company has allowed the Union additional time for its internal appeal process, it is also understood that the Company shall assume no backpay or other grievance liability for that time.

EXHIBIT Y

TOOL ISSUE ACKNOWLEDGEMENT FORM

I acknowledge receipt of the set of tools listed in Article 48, titled Tools And Equipment.

I understand that the tools and equipment issued to me are the property of my Employer [the “Company”].

I further understand that I am responsible for the proper care, maintenance and protection from loss of all tools and equipment issued to me. I further agree to replace any tool that is lost, stolen or inoperable because of my negligence or misuse.

In addition to any other remedies the Company may have at law or equity, I authorize the Company to make necessary deductions from my pay for any lost, damaged or stolen tools that are not returned or replaced by me upon my employment termination date.

In the event the Company pursues legal action to recover any damages relating to lost or damaged tools, I understand and agree that I will be responsible for reasonable attorney’s fees and costs.

I also agree to return the complete set of tools in good condition to the Company as may be requested on or before my termination date, reasonable wear and tear excepted.

I have read and understand the above and I acknowledge receipt of a copy of this Tool Issue Acknowledgement Form.

printed name of employee

signature of employee

work location

issue date

manager’s signature/date signed

date signed by employee