

NEXTRIDGE Inc.

CWA Union Agreement with NEXTRIDGE Inc.

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This Agreement entered into this 11th day of June, 2007, by and between NextRidge Inc, (hereinafter referred to as the “Employer”) and THE COMMUNICATIONS WORKERS OF AMERICA, Local 1118, AFL-CIO (hereinafter referred to as the “Union). The use of the masculine or feminine gender in this agreement shall be construed as including both genders and not as a sex limitation.

Whereas, it is the desire, intent and purpose of the parties hereto that this Agreement shall promote and improve their industrial and economic relations and make them harmonious and profitable and to provide for the conduct of the Employer’s business under methods which will further to the fullest extent possible the economy and efficiency of operations, elimination of waste, realization of maximum quantity and quality, cleanliness, protection of property, and avoidance of interruption of production; and

Whereas, it is also the intent of the parties that this Agreement shall make provision for the rates of pay, wages, hours, working conditions, and the adjustment of grievances so that at all times there shall be an orderly and expeditious consideration and settlement thereof, all of which shall constitute the conditions under which the employees in the bargaining unit shall work for the Employer during the term of this Agreement.

NOW, THEREFORE, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE 1 - RECOGNITION

SECTION 1.

The Company recognizes the Union as the sole and exclusive bargaining agent with respect to hours, wages, and other terms and conditions of employment for all of the “full time” employees assigned to the NextRidge Inc., in the job classification known as Infrastructure Installer and Infrastructure Installer Trainee. Employees classified as “part time” or “temporary” are not covered by this agreement. “Part time” employees are those employees that, on average, work less than 30 hours a week. “Temporary” employees are individuals hired on a temporary or seasonal basis. At the Company’s option, other job classifications may be added in the future. This agreement excludes all other divisions of NextRidge Inc and also excludes the Infrastructure Division’s managers, supervisors, and all other divisional employees not in the classification of Infrastructure Installer or Infrastructure Installer trainee.

ARTICLE 2 - UNION SECURITY

SECTION 1.

Each employee who is a member of the Union on the effective date of this Agreement shall, as a condition of employment, remain a member in good standing. Each employee who is not a member in good standing as a condition of employment shall, no later than thirty (30) days after his or her employment or the effective date of this Agreement, whichever is later, become and remain a member in good standing of the Union. On written notice from a duly authorized Union official that an employee who has been employed for more than thirty (30) days has failed to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in good standing in the Union, failure to comply with the terms of this ARTICLE 2 and the consequences thereof, the employer will discharge such employee within seven (7) days after receipt of such notice unless within such seven (7) days such employee’s failure to render such dues and initiation fees is cured.

SECTION 2.

The Union acknowledges that the Employer's business is throughout the United States and this agreement is binding for all areas of the United States. The intent is to provide for a friendly and cooperative working environment.

SECTION 3.

The Union shall indemnify and hold the Employer harmless against any and all liability claims, suits or demands and all costs associated therewith including reasonable attorneys fees arising from the Employer's obligations undertaken with respect to this ARTICLE 2.

ARTICLE 3 - DUES CHECKOFF

SECTION 1.

Provided the Employer has received from an employee on whose account such deductions are to be made, a signed, written request on a payroll deduction authorization form, attached to and made a part of this Agreement as Exhibit A, the Employer will forward the amount deducted to the Union's Secretary/Treasurer or his or her authorized agent within a timely interval.

SECTION 2.

Dues shall be calculated at 2.0 percent and based on the number of actual hours worked up to a maximum of forty (40) hours for the week.

SECTION 3.

Payroll deductions will be made in weekly pay periods for properly executed deduction authorization forms received at Employer's headquarters on or before the fifth (5th) of the preceding month. However, the Employer assumes no responsibility to the employees or the Union for its failure to make or for any errors made in making such deduction, but will make such efforts as it deems appropriate to correct errors or omissions, if any.

SECTION 4.

Deductions shall be remitted to the Union's Secretary/Treasurer no later than twenty (20) days after the end of the month during which deductions were made.

SECTION 5.

The Employer agrees to furnish the Union's Secretary/Treasurer, at the time it remits the dues deducted, a roster of all employee's names, social security number, monthly rates of pay, dates of employment, and dues deducted or, if no deduction was made, the reason for not making the deduction.

SECTION 6.

An employee's authorization shall be automatically canceled upon termination of employment. An employee's authorization shall be suspended upon leave of absence or lay off in excess of thirty (30) calendar days.

SECTION 7.

Any change in the amount of monthly Union dues will be certified to the Employer by the Union's Secretary/Treasurer of the Communications Workers of America. The Union shall give the Employer at least thirty (30) days notice of any change in dues. A certificate which changes the contributions due the Union shall become effective the first (1st) day of the month following the date the Employer receives such certification.

SECTION 8.

The Employer agrees to furnish the Union's Secretary/Treasurer of the Local at the time it submits a dues authorization form, (or as changes occur), a survey form known as Exhibit C (attached) which includes employees' name, address, social security number, date of employment and job classification.

SECTION 9.

In making the deductions and transmittals as specified above, the Employer shall rely upon the most recent communications from the Union as to the rate of monthly dues and the proper amount of initiation fee.

SECTION 10.

The written authorization referred to in this ARTICLE 3, shall be irrevocable for the period of one (1) year or until the termination date of the applicable collective bargaining agreement between the Union and the Employer, whichever is the shorter period.

SECTION 11.

The Union agrees that it will indemnify and save the Employer harmless against any and all actions, claims, demands, losses, or expenses including reasonable attorneys' fees, in any matter resulting from action taken by the Employer at the request of the Union under this ARTICLE 3.

ARTICLE 4 - UNION STATUS AND RIGHTS

SECTION 1. - STEWARDS

The Union will notify the Employer in writing of the elected officers and/or stewards (and their alternates in case of the absence of any Union representative) authorized to administer this Agreement on behalf of the Union and the Employer will recognize no others.

SECTION 2. - ACCESS

An authorized non-employee Union representative shall have access to the Employer's premises to

ascertain whether conditions of this Agreement are being observed, provided there is no interruption of service of the Employer's activities, pursuant to reasonable rules and regulations issued by the Employer and furnished to the Union.

SECTION 3. - ADMINISTRATION

Those described in paragraphs 1 and 2 above shall be permitted to transact Union business directly related to the administration of this Agreement on the Employer's premises and at times and places which shall not interfere with nor interrupt the Employer's activities nor any employee's performance of employment duties or responsibilities (whether or not that employee is covered by this Agreement). Stewards shall receive their basic hourly rate for time spent investigating and processing grievances during their regularly scheduled working hours on the Employer's premises. It is agreed that such time be limited to a necessary and reasonable amount and that the Employer and the Union shall jointly investigate any case where it appears that a Steward is taking an unreasonable amount of time.

SECTION 4.

All time spent investigating and processing grievances by Union representative employed by the Employer must be recorded and reported to the Employer on their time sheet.

SECTION 5.

There shall be no pay for time spent on Union business except as stated herein.

ARTICLE 5 - GRIEVANCE AND ARBITRATION

SECTION 1.

All questions, disputes, controversies or grievances related to the pre-employment, employment or cessation of employment of an employee represented by the Union will be subject to and settled exclusively by the following grievance procedure. This includes matters related to the interpretation or performance of the terms of this Agreement.

SECTION 2.

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

SECTION 3.

The Company recognizes the right of the Union to investigate the circumstances surrounding any grievance and agrees to cooperate with the Union in any such investigation. Pending final settlement of the grievance, the Company shall not thereafter deal directly with the employee concerning said grievance, without Union concurrence, but shall deal directly with the Union representative. A grievance submitted by the Union shall be processed pursuant to the following procedure.

A grievance is defined as any dispute between the Union and the Employer as to the interpretation, performance or breach of any provision of this agreement. The procedures contained in this article shall constitute the sole and exclusive method of settling a dispute between the Union and the Employer, or between an employee and the Employer.

The following steps shall be taken in processing a grievance:

Step 1:

When an employee has a grievance, he/she may first consult his/her or her immediate supervisor. If the complaint is not resolved, then the procedures set forth in Step 2 should be followed.

Step 2:

The Union shall present the grievance to the *human resources department* within five workdays from the date the grievance arose. The grievance will be reviewed by the immediate supervisor who will advise the Union, within five workdays of the date that the grievance was presented to him, as to his/her decision.

Step 3:

If the grievance is not adjusted in Steps 1 or 2, then the Union may, within ten work days of receipt of the immediate supervisor's decision, appeal to the Vice President, Operations, or his/her designee. The Vice President, Operations (or his/her designee) and the President of the local or the International Representative of the Union will discuss the matter in dispute. The Vice President, Operations will provide the Union with a decision within 10 workdays of his/her receipt of the appeal, unless, prior to the appeal to this step, the time limit is extended by mutual consent.

Step 4:

In the event no satisfactory settlement is reached at the Vice President, Operations level, then within 10 work days of notification by the Vice President, Operations that the grievance is rejected, the matter may be submitted to binding arbitration by the Union or the Employer (but not by the individual employee).

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

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

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

When an action of the Company results in a grievance, the Company agrees to keep the status quo on the action until either an agreement on the propriety of the action is reached, or the grievance and arbitration procedures are exhausted.

SECTION 7.

In the event that any employee chooses to present a grievance in his or her behalf, rather than through the Union, the Company will advise the local Union representatives in writing of the fact that such a grievance is being presented, and will give such Union representatives opportunity to be present during the presentation of such grievances. Any settlement must not be in conflict with this Agreement and adjustments must be agreed to by the Union.

SECTION 8.

In the event the arbitrator renders a decision requiring back pay to an employee, such award may not exceed one (1) week straight time wages. In addition, any discharged employee shall have an affirmative duty to mitigate damages.

ARTICLE 6 - UNION REMOVAL OF THE WORK FORCE

SECTION 1.

During the term of this Agreement, there shall be no strikes, walkouts, sympathy strikes, either at or away from the Company's place or places of business, slowdowns, picketing, or other interruptions of work, for any reason whatsoever including, but not limited to, protests of Union conduct, or the conduct of any third party, or for any other reason whether or not specified herein or contemplated by the parties at the time this contract is made, and whether or not the reason for any such above described conduct is subject to the grievance and arbitration provisions of this Agreement. Any such action shall be a violation of this Agreement. Notwithstanding the foregoing, the employees may at their own discretion refuse to cross lawful primary picket lines. It shall be the Union's obligation to promptly notify the employees of this provision in the event of a strike, sympathy strike or refusal to cross picket lines.

SECTION 2.

In consideration of the foregoing and subject to ARTICLE 21, the company agrees not to unlawfully lock out or cause to be unlawfully locked out any employee covered under the provision of this Agreement. The term "lock out" does not refer to the discharge, suspension, termination or layoff of employees by the Company for any reason in the exercise of its rights as set forth in any provision of this Agreement.

The Company's decision to terminate or suspend work or any portion thereof for any reason shall not constitute a "lock out".

SECTION 3.

In the event that the Union unlawfully removes all or part of the Company's employees or the employees refuse to cross a picket line, in addition to any other rights and remedies, the Company shall have no obligation to pay the employees any wages or benefits during the period of the removal and shall have the right to suspend all other benefits during said period of removal or refusal to cross picket lines.

SECTION 4.

Both the Company and the Union may resort to any lawful strike or lock out after this Agreement has expired.

ARTICLE 7 - PROBATIONARY PERIOD AND SENIORITY

SECTION 1.

Every new employee will be on probation for a period of ninety (90) days. During that probationary period, the new employee shall have no seniority and may be discharged at the Employer's will. Any discharge of a probationary employee shall not be subject to arbitration nor to the grievance procedure. Upon completion of ninety (90) days of service, or sooner at the Employer's sole option, the new employee shall become a regular employee with seniority retroactive to his or her date of hire. However, it is understood that no employee shall be entitled to holiday pay for any holiday that occurs during the probationary period.

SECTION 2.

Company seniority shall be defined, for purposes of this Agreement, as the net credited service of the employee. Net credited service shall mean continuous employment with the Employer, beginning with the date on which the employee began work after being hired and including subsequent absence approved by the Employer. However, it is understood that much or most of the work performed by the bargaining unit employee is expected to be on a seasonal basis and net credited service means only that time which employees actually work. For an employee who works more than one season, his or her net credited service will be suspended during the period of time that he or she is on layoff. Seniority can be bridged upon return of employment if the previous termination was due to lack of work, i.e. was not for cause. If eligible, seniority will be bridged after thirty (30) days of re-employment.

SECTION 3.

For purpose of layoff, recall from layoff, or bumping within a crew, the Company shall consider the following factors: seniority, client preference, job performance, and prior experience in related employment. It is expected that if all of the other factors are equal, seniority will govern.

ARTICLE 8 – EMPLOYEE MANAGEMENT

SECTION 1.

Except that a new employee will be on probation for ninety (90) days and subject to discipline and discharge at the Employer's will, no employee will be disciplined or discharged without just cause (which includes layoffs due to lack of work) and the Employer will, within seven (7) days, notify the Union in writing of any discipline or discharge. The question of whether "just cause" exists for the discipline & discharge shall be subject to the grievance and arbitration procedure provided herein.

SECTION 2.

Any employee dismissed at the Client's request will be considered terminated for just cause. In the event the Employer can place this employee at another location with Client consent or at a later time on a work site with Client approval, the Employer shall endeavor to do so.

SECTION 3.

No employee shall be subject to discipline for refusal to cross a lawful picket line that is authorized by the Union.

ARTICLE 9 - VACATION

SECTION 1.

Paid vacations shall accrue, in hours, starting the first of the month after the date of hire, according to the following schedule (assumes continuous employment):

<u>Years</u>	<u>Amount of vacation accrued on a monthly basis</u>
During the first year	5 days annual equivalent
Years 2, 3, & 4	10 days annual equivalent
Years 5 & 6	13 days annual equivalent
Years 7, 8, & 9	15 days annual equivalent
Years 10 - 20	17 days annual equivalent
Years 20+	20 days annual equivalent

SECTION 2.

The amount of pay for each week of vacation shall be forty (40) hours of the employee's straight time hourly rate of pay. There shall be no proration of vacation time or benefit payments.

SECTION 3.

When an authorized holiday falls within an employee's vacation period, the employee shall be granted an additional day off with pay in lieu of each such holiday.

SECTION 4.

Vacation periods are recommended to be in five (5) consecutive workdays "blocks" of time. One week of vacation can be "rolled" over into the following year. Any amount beyond that must be taken in the year earned.

SECTION 5.

The Company reserves the right to schedule vacations and withhold permission as to the timing of vacation based upon the available work force and requirements of the business. The Company agrees not to unreasonably withhold its permission as to the timing of vacations.

ARTICLE 10 - WORK TIME

SECTION 1.

The basic work day will be eight (8) hours, exclusive of a one half (1/2) hour meal period (which will not be considered time worked and which will not be paid) and one fifteen (15) minute break. Each employee will be given a definite reporting time, which the Employer may fix as needed by site and customer requirements, and each employee's time will run until the end of his or her scheduled work period. The basic workweek for each employee will be forty (40), Monday through Friday, or Tuesday through Saturday. Temporary changes to meet business needs may occur from time to time and will be discussed with the employee with as much advance notice as possible.

ARTICLE 11 - TRAVEL ALLOWANCE

SECTION 1.

The Company shall pay the employee a travel allowance \$.381 (previously \$.35) per mile to compensate for the cost incurred by the employee when an employee is dispatched by the Company to a job location more than twenty five (25) miles outside of the employee's "ordinary" work region. This mileage allowance will only be paid in those instances where the employee uses his or her own vehicle and is not otherwise compensated for the use of the employee's vehicle.

SECTION 2.

The Company shall pay qualified employees a per diem living allowance in addition to their salaries and other benefits. The availability, amount, and duration of the allowance shall be at the discretion of the Company and will at all times be subject to and in conformity with existing laws and regulations. The company generally will pay no less than \$30 per day and considers adjustments for areas that are considered "high cost areas".

ARTICLE 12 – HOLIDAYS, PERSONAL, SICK & BEREAVEMENT TIME

SECTION 1.

Employees classified as regular full time are eligible for holiday pay 1st of month after date of hire. The following holidays will be observed:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the day after
- Christmas Day

Employees not required to work on a holiday shall be paid eight (8) hours at his or her basic wage rate. However, any employee who fails to work or have an authorized absence on the last regularly scheduled workday preceding or the first regularly scheduled workday following a holiday will receive no pay for the holiday.

Any employee who is required to work on a holiday will receive, in addition to his or her eight (8) hours pay for the holiday, pay at time and one half (1 ½) the basic wage rate for work performed on a holiday.

SECTION 2.

Employees are eligible for up to 2 personal days over the course of a calendar year. The amount varies from zero to two days based on when during the year the employee is hired. Individuals employed on the first day of the calendar year will accrue two days over the course of the year. Personal time is a benefit provided during employment and is not paid upon termination.

SECTION 3.

Employees shall accrue 4 hours of sick time on the 1st of the month, up to a maximum of 15 days. Sick time is a benefit provided during employment and is not paid upon termination.

SECTION 4.

Regular, full time employees will be allowed up to three (3) days, with pay, for funeral arrangements or attendance due to the death of the employee's grandparents, parents, brother, sister, spouse, child or other close relationship, as approved in advance by the Employer.

ARTICLE 13 - LIMITATION OF SUPERVISOR'S PERFORMANCE OF BARGAINING UNIT WORK

SECTION 1.

No employee shall be displaced by a supervisor's performance of bargaining unit work and, except as provided below, supervisory personnel shall not do routine work assigned hourly workers in the bargaining unit. It is, however, recognized that supervisory personnel must do manual work to effectively perform their jobs in certain circumstances and, therefore, may perform the following items of work: instruction and training, and work in an emergency.

ARTICLE 14 - CONFLICT OF INTEREST

SECTION 1.

No employee, while in the Employer's employ, shall become a contractor for the performance of any infrastructure installation work or the sale of telephone material or services without express written consent of the Employer. The Union has examined the Employer's Handbook and Employers standard Agreement with its Employees (a copy is annexed hereto as Exhibit B) and hereby consents to the use of said Agreement between Employer and its Employees and agrees that the Employer shall have the right to insist upon the execution of such an Agreement as a condition of employment.

ARTICLE 15 - SEPARABILITY

SECTION 1.

Should any provision of this Agreement be rendered or declared unenforceable by any competent tribunal, the balance of this Agreement shall remain in effect. If any provision(s) are declared to be in conflict with laws, the parties agree to meet within a reasonable period of time to negotiate a substitute provision(s).

ARTICLE 16 - AMENDMENTS

SECTION 1.

BARGAINING SCOPE: In reaching this Agreement, Employer and Union have considered all matters lawfully subject to collective bargaining.

SECTION 2.

AMENDMENT PROCEDURE AND OBLIGATION: Unless otherwise set forth, this Agreement may be amended or supplemented only by further written agreement between the Employer and the Union. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement.

ARTICLE 17 - BENEFITS

SECTION 1.

The Employer agrees to make available reasonable medical/health benefits to all employees. The Employer will also endeavor to provide prescription, dental & vision coverage. An amount, determined by the Employer, will be contributed toward the cost of these coverages. The Employer from time to time may adjust amount contributed and the coverages provided based on their underlying cost and market conditions.

SECTION 2.

The Union will make available the CWA Labor Management Pension Fund, the CWA Health and Welfare Trust, and the CWA Savings and Retirement Trust.

SECTION 3.

The Employer agrees to provide all Union employees, excluding temporary employees, with a 401k plan after meeting eligibility requirements of the plan as any other NextRidge Inc. (TAG) employee. Also, the employees covered by this agreement will be eligible for any Employer matching contribution, which is made solely at the discretion of the Employer.

SECTION 4.

The Employer agrees to make all union employees eligible for the company profit sharing plan in the event the company makes any contributions. The Company is not obligated to make any contributions

but if any are made the Union employees will participate to the same extent as any other employee of the company.

SECTION 5.

The Employer agrees to provide all union employees with a \$10,000 life insurance plan at no cost to the employee after they have successfully completed their probationary period. Additional life insurance, as offered by NextRidge Inc., at the group rates negotiated, will be available to the employees covered by this agreement. The cost of the additional insurance will be borne by the employee.

SECTION 6.

The Employer agrees to provide NYS statutory disability insurance at no cost to the employee. Additional disability coverages, as offered by NextRidge Inc., both short and long term, will be made available to employees covered by this agreement. The cost of the additional insurance will be borne by the employee.

ARTICLE 18 - WAGES

SECTION 1.

Infrastructure Installers: The wage rate for Infrastructure Installers covered by this agreement shall be nine (9) dollars per hour minimum and twenty-five (25) dollars per hour maximum. *** {from (8)}

Infrastructure Trainees: The wage rate for Infrastructure Installer Trainees shall be seven (7.50) dollars per hour as a minimum and up to nine (9) dollars per hour maximum. *** {from (7) up to (8)}

The Employer shall have the right to hire Installers and Trainees at any rate between the minimum and the maximum, depending upon the Employer's assessment of the Installer's or Trainee's ability, prior experience, skill, and other factors. For the purpose of this Agreement, "Trainee" shall be defined as an entry-level employee to be trained by the Employer at its training facilities or on-the-job training.

Employer is presently working on establishing classifications for infrastructure installers based upon skill sets. Once established a copy of these classifications and hourly wage ranges will be provided to the union. It is the intention of the Employer to provide a cost of living increase to any employee that has reached the top of the hourly wage range for their classification.

SECTION 2.

Should the Employer hire employees in any job classification other than Infrastructure Installer or Infrastructure Trainee, the wage rates of such new classifications shall be negotiated with the Union.

SECTION 3.

Notwithstanding the foregoing, it is understood that the Company has the right to increase the rate of any employees during his or her period of employment, as long as the employee is not paid more than the maximum rate for the particular classification. The Employer reserves the right in its sole discretion to categorize the appropriate classification for each employee hired.

ARTICLE 19- HEALTH AND SAFETY

SECTION 1.

The Company agrees to abide by and maintain standard of sanitation, safety, and health, which comply with all applicable Federal, State, County and City laws and regulations.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

No employee shall be required to work in an area that may be hazardous to his or her health or safety. When an employee encounters a hazardous condition, he or she shall contact their supervisor for further instructions.

ARTICLE 20 - SUCCESSORSHIP

SECTION 1.

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

ARTICLE 21 - DURATION OF AGREEMENT AND EFFECTIVE DATE

SECTION 1.

This Agreement shall be effective as of June 15th, 2007 and shall remain in effect for an initial period of three years to and including June 14th, 2010 and shall continue in effect thereafter until terminated by written notice given by either party expressly stating its intention to terminate this Agreement, in which case it shall terminate sixty (60) days following receipt of such notice. Within thirty (30) days of the receipt of such notice to terminate this Agreement, the Union and the Company shall commence collective bargaining with respect to a new Agreement.

SECTION 2.

In addition to the right of the Union to terminate the Agreement as specified above, the Union or the Employer may, not earlier than sixty (60) days prior to the end of the initial period, request in writing negotiations on modifications or amendments to this Agreement. If such written request is made the

parties shall negotiate on modifications and amendments as proposed by the Union or the Employer, and this Agreement will continue in effect unless replaced by a new or amended Agreement or until terminated by either party giving sixty (60) days written notice of termination to the other party.

This Agreement is entered into this 15th Day of June of 2007

Daniel E Mosher
Union

Scott Somma
Company

Union

Company

Union

Company

**LOCAL 1118
29 Fuller Rd
Albany, NY 12205
Tel (518) 438-5003
Fax (518) 438-9371**



Workers of America

DUES & FEES DEDUCTION CARD

(Last Name)

(Given Name or Initials)

(Department)

(Title)

(Location)

**COMMUNICATIONS WORKERS OF AMERICA LOCAL 1118
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES
PAYABLE TO COMMUNICATIONS WORKERS OF AMERICA**

I hereby authorize and direct NextRidge Inc., to deduct from my pay each week, beginning with my first weekly paycheck, regular weekly Union dues and one initiation fee in the amount certified by the Secretary-Treasurer of the Communications Workers of America, Local 1118.

If, after all other authorized or required deductions, my pay is insufficient to permit the deduction of said dues from my pay; it is understood that said dues would be deducted from my pay in a succeeding payroll period in which my pay is sufficient therefor.

Deductions under this authorization shall not be made while I am on leave of absence, but such deduction shall resume with the first regular dues deduction period following my return to active duty and if my leave of absence was not greater than one (1) month, dues not deducted during that absence will also be deducted in the first regular dues deduction period following my return to duty.

I further direct the Company to forward all sums deducted to the Secretary-Treasurer of the Communications Workers of America.

This authorization may be canceled by me upon written notice to the Company. This deduction may be canceled by the Company upon my transfer to a position not included in the Bargaining Unit or upon the Union's refusal to accept any amount so deducted.

It is understood that the Company assumes no responsibility in connection with this authorization except that of forwarding monies to the Secretary-Treasurer of the Union.

I agree that I will settle any and all claims, disputes or controversies arising out of or relating to my application or candidacy for employment, employment, and / or cessation of employment with my employer, exclusively through the union grievance process, provided for in my union contract. This provision ultimately provides for final and binding arbitration before a neutral Arbitrator.

Were you ever a member of the CWA Union? If so, indicated the Local number, location and date last in good standing:

Local #: _____ *Location (City & State):* _____

Date Last in Good Standing: _____

Dated: _____

(Signature of Employee-Member)

Residence

Address: _____

(Street Number and Name)

(City and State)

(Zip Code)