AGREEMENT BETWEEN

COMMUNICATIONS WORKERS OF AMERICA AFL-CIO, DISTRICT ONE

AND

UTILITY SERVICE A division of TRANSERVICE LEASE CORP



Effective: May 1, 2012 Expires: April 30, 2014

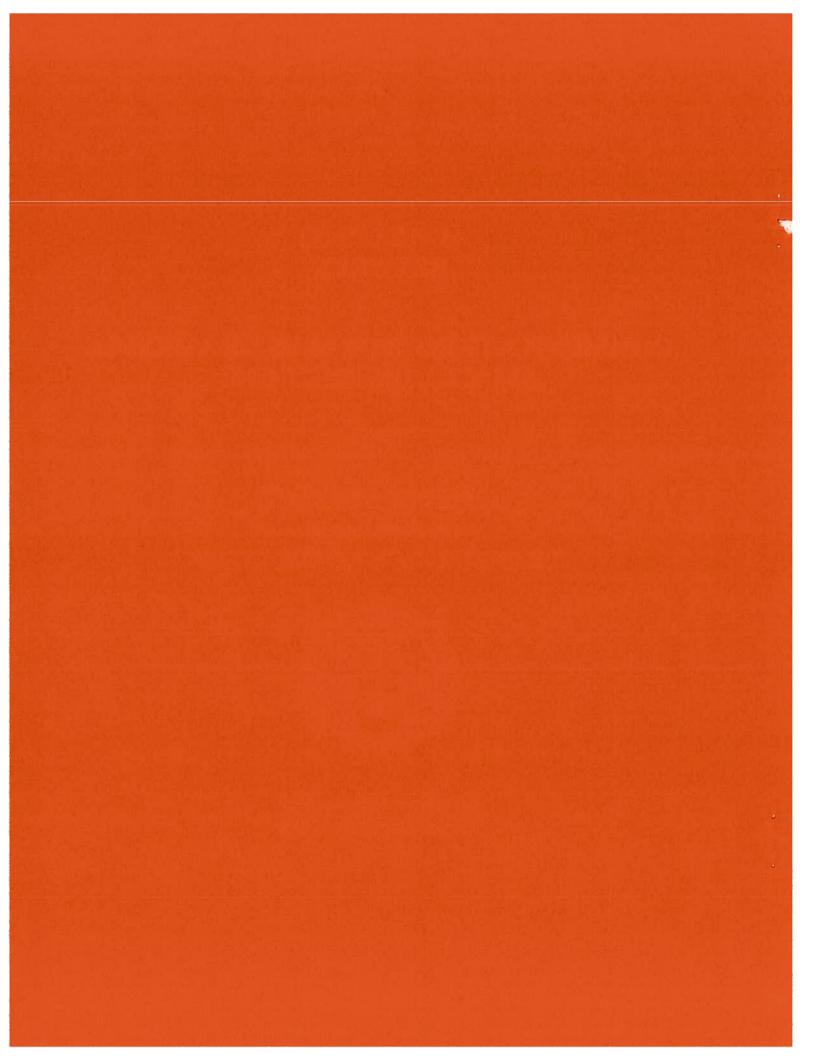


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This is an agreement between Utility Service, a division of Transervice Lease Corp, 5 Dakota Drive, Lake Success, New York 11042 (herein, "Employer") and the Communications Workers of America (AFL-CIO), District One, 80 Pine Street, New York, New York 10005, (herein, "Union").

1. RECOGNITION

- 1.01 The Employer hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all of its Mechanical Maintenance personnel servicing the Verizon Fleet in the jurisdiction defined in 2.01.
- 1.02 The term "Employer" or "Company" as used herein shall mean Transervice Lease Corp.
- 1.03 The term "C.W.A." or "Union" as used herein shall mean the Communications Workers of America, AFL-CIO.
- 1.04 The term "Local Union" as used herein shall mean C.W.A. Locals as designated in article 2.01.

2. JURISDICTION

Art 2.01 Each employee will be represented by the appropriate Local Union indicated below:

Richmond County	Local 1102
Westchester County	Local 1103
Nassau County	Local 1104
Queens County	Local 1106
RocklandCounty	Local 1107
SuffolkCounty	Local 1108

3. SUCCESSORSHIP

3.01 The Company agrees not to sell or assign its business without expressly providing in the contract of sale or assignment that the Purchaser or Assignee shall be bound by all of the contract rights of the employees under this collective bargaining agreement (the "Agreement").

7. STRIKE AND LOCKOUT PROHIBITION

7.01 There will be no strike, work stoppage, work interruption, slowdown, sympathy strike, picketing or boycott by the Union or any employee, and no lockout by Employer during the life of this Agreement.

7.02 No employee shall be subject to discipline for refusing to cross a lawful and primary picket line that has been authorized or recognized by the Union.

8. SENIORITY

Art 8.01 Definition: Company seniority shall be defined for the purpose of this agreement as the net credited service date of the employee. Net credited service shall mean continuous employment with the employer, and the prior employer, "Butler Fleet Services, Inc." beginning with the date on which the employee began work after being hired and including any time spent in the armed forces, interrupting otherwise continuous employment. The Union and the Company agree to immediate bridging of all net credited service as defined above.

8.02 Probation: Every new employee will be on probation for a period of sixty (60) workdays. During that probationary period the new employee shall have no seniority and may be discharged at the Employer's will. However, the Union's claim that the discharge was without just cause shall be subject to the grievance provision of this Agreement but shall not be subject to arbitration. Upon completion of sixty (60) workdays of service, or sooner at the Employer's option, the new employee shall become a regular employee with seniority retroactive to his date of hire.

8.03 Seniority Rights & Recall: All seniority rights and all other rights under this Agreement shall be lost if any of the following occurs: (a) an employee quits employment; (b) an employee is discharged for just cause; (c) an employee is absent from active employment for one year; (d) an employee fails to return to work within ninety-six (96) hours after notification of recall is received, via US Mail, return receipt requested, to the last address the employee supplied to the Employer. Under extraordinary circumstances, the employee will have up to one week to return after notice of recall is received. An employee promoted or transferred out of the bargaining unit for a period in excess of thirty (30) days, shall have the time worked outside the bargaining unit deducted from his net credited service date upon his return to the bargaining unit.

9. JOB POSTING

9.01 All job vacancies, or force adjustments, existing or newly created, along with the qualification required, covered by this Agreement shall be posted for a period of ten (10) working days and a copy of the posted vacancies sent to each Local. Any employee may apply in writing for the posted job to his immediate supervisor or his designated representative during this period.

9.02 The employee with the most seniority shall be selected provided he possesses the qualifications as identified in the job postings.

9.03 The Employer shall fill two (2) out of three (3) job vacancies through the procedure in Articles 9.01 and 9.02 before hiring.

10. FORCE ADJUSTMENT

10.01 As a means of force adjustment, the Employer may permanently transfer an employee within the jurisdiction of each Local Union. If no permanent position is available within that Local Union jurisdiction, the Employer may then transfer to another Local Union jurisdiction as a means of avoiding layoff. First the Employer will look for a volunteer and in the absence of a volunteer the most junior employee will be forced. In the event of the same NCSD, a lottery shall be held to determine the seniority of those employees involved.

11. WORK TIME

11.01 The basic workday will be eight (8) hours, exclusive of a thirty-minute meal period (which will not be considered time worked). The basic workweek for each full time employee will be forty (40) hours, Monday through Saturday.

11.02 Any permanent change in the basic workweek or workday will be announced at least one week in advance of the change. Temporary changes to meet business needs may occur from time to time. However, when the Employer is unable or fails to give at least one week's notice, the employee shall be paid as follows:

- a) The basic hourly rate for all hours during his regular tour, whether worked or not.
- b) Time and one-half for all hours worked outside his regular tour.

The provisions stated in "a" and "b" above shall not be applied in the event of an urgent situation or an emergency has been declared by Verizon.

11.03 It is recognized that the nature of the Company's operations is such that it may require the employment of part-time employees.

11.04 A full-time employee shall be assigned to work forty (40) hours in a workweek.

11.05 A part-time employee shall be assigned to work up to twenty -five (25) hours in a workweek. All part-time employees will be eligible for all benefits on a prorated basis. The Employer will contribute fifty (50%) percent of the normal full-time contribution rate to the medical plan. The Employer will contribute to the pension plan at the normal rate per hour for hours worked.

11.06 Night tour is a tour that starts or ends after 12:00 A.M. or before 6:00 A.M. Commencing May 1, 2006 each night tour employee shall receive a night differential. The differential for a night tour shall be twenty-five (25) cents added to the employees basic hourly wage rate for the hours worked between 12:00 am and 6:00am only.

12. SUBCONTRACTING

12.01 If for any reason the Employer desires to contract or subcontract bargaining unit work, it is the earnest intent that the aforementioned contracting or subcontracting will not result in an eroding of the bargaining unit or the curtailing of work of the bargaining unit and such contracting or subcontracting will not be used as a Union busting tactic. The Employer is relieved of any obligation for work contracted or subcontracted by Verizon.

13. OVERTIME WAGE RATES AND DISTRIBUTION

- 13.01 Overtime shall be paid for work in excess of eight (8) hours in any workday. All overtime hours will be paid at the rate of one and one-half (1 1/2) times the normal hourly rate. Overtime may only be worked with authorization from the Employer.
- 13.02 Overtime will be granted on a seniority basis at each work location. The most junior person, based on qualifications, must work the required overtime if all senior people, in the location for which the overtime is being asked, refuse the overtime.
- 13.03 An employee will be paid only for time worked. Planned paid time off including vacation, personal leave, holidays and absence for union business shall be considered as time worked for the purpose of applying provisions of this article.
- 13.04 All time worked on Sunday will be paid at two (2) times the employee's basic hourly wage rate (Double Time).

14. LAYOFFS AND RECALL

14.01 For purpose of layoff, inverse order of seniority within the jurisdiction of each Local Union shall be used. (See letter of Memorandum.)

14.02 In the event of a recall, the Employer shall recall by order of seniority within the jurisdiction (using the procedure outlined in Article 8.03, senior person will be recalled first and so on). Recall is subject to seniority order.

14.03 The Employer agrees to ask for "voluntary" layoffs by order of seniority before implementing any provision of this article.

15. DISPUTES ADJUSTMENTS

15.01 Scope & Steps: Except as otherwise stated in this Section, any dispute between Employer and Union will be adjusted in this way.

15.02 First Step: The grievance shall be initially presented to the appropriate authorized representative of the parties or their alternates at the immediate supervisory level of the Company and the designated Union representative. The grievance review shall be held promptly and a reply given within seven (7) calendar days from the time of its initial presentation.

15.03 Second Step: If the grievance has not been satisfactorily adjusted, as provided for in 15.02, within thirty (30) days of the first step grievance consultation, the Union's representative and Employer's designated representative will consult with each other in an effort to adjust it. The reasons stating the parties' position will be exchanged in writing at this meeting.

15.04 Third Step: If the parties fail to adjust the grievance, the parties will, within forty-five (45) calendar days, refer the dispute to the New York Employees Relations Board by written notice requesting that agency to provide panels from which the arbitrator will be selected.

15.05 Arbitrator's Jurisdiction and Cost: The arbitrator's decision shall be final and binding upon the parties. The compensation and expenses of the arbitrator shall be divided equally between the Employer and the Union. Grievances may be taken to arbitration only by the Union or the Employer.

15.06 Meeting Dates and Times: The date, time and location for a grievance hearing shall be fixed by agreement between the Union and Employer.

16. DISCIPLINE AND DISCHARGE

16.01 Except that a new employee will be on probation for the first sixty (60) workdays and subject to discipline and discharge at Employer's will, no regular employee will be disciplined or discharged without just cause.

16.02 An employee apparently subject to summary discharge shall first be placed on an immediate ten (10) day suspension, without pay, pending discharge, to afford the Union an opportunity to pursue the circumstances with the Employer. On receipt of written notice pursuant to 15.01, the Union will, within fifteen (15) days, schedule a second step meeting as described in 15.03.

16.03 Except in instances where an employee's misconduct constitutes just cause for summary discharge, the Employer subscribes to the principle of progressive discipline, a progression consisting of a written warning, followed by a one (1) day suspension without pay, followed by a three (3) day suspension without pay, followed by a more extensive discipline up to and including discharge.

16.04 The Company agrees to furnish the Local Union and Shop Steward, as soon as possible, copies of all written warnings and suspensions given to any of its employees. It is understood that the Local Union will be notified prior to any disciplinary action and be present at any such meeting upon the employee's request, provided the Union responds in a timely manner.

16.05 The Employer reserves the right to discipline its employees with just cause and establish and amend the work rules and procedures after notice to the Union and subsequent good faith negotiation with the Union if these changes are deemed blatantly unreasonable. This provision shall be subject to arbitration.

17. VACATIONS

17.01 New employees are entitled to one (1) week vacation in the current calendar year if their employment started before June 30th.

Employees will receive two (2) weeks vacation in the calendar year after they have accrued one (1) year of service.

Employees will receive an additional two (2) days vacation in the calendar year after they have accrued six (6) years of service.

Employees will be entitled to three (3) weeks vacation in the calendar year after they have accrued seven (7) years of service.

17.02 All vacations shall be considered earned on the anniversary date of employment.

Employees will be entitled to vacation earned beginning the first of each year provided the employee was not terminated for cause or because 25% or more of the work force was not laid off.

17.03 Vacation pay shall be paid on the last payday immediately preceding the employee's vacation, provided the employee submits a request for vacation pay at least two (2) weeks before the start of his vacation. If the employee does not make a request for vacation pay two (2) weeks in advance, he may not receive his vacation pay until the next payroll week.

17.04 The scheduling of available vacation weeks shall be such that no more than ten per cent (10%) of the employees in Mechanical Maintenance classifications within a Local's jurisdiction will be permitted to be on vacation at any time during the calendar year.

17.05 Selections of vacations by seniority shall begin November 15th and shall be completed by January 1st. An employee's request to change his vacation selection shall be granted provided the week is available and approved by the Employer. Vacations can be carried over from year to year if specifically requested of and approved by the Employer.

17.06 A vacation must be taken by whole weeks, but not necessarily consecutive weeks. Vacation may be taken in individual days, when agreed to by both parties.

17.07 With Employer's written approval, an employee may work his vacation and be paid at one hundred twenty five percent (125%) the normal hourly wage rate for the vacation not taken. In addition the employee will be paid at the normal hourly rate for hours actually worked.

17.08 On termination, an employee shall receive his accrued vacation pay.

18. TRAVEL REIMBURSEMENT

18.01 When an employee is required to report to a job site, other than his normal work location, the Employer will reimburse the employee for the mileage in excess of the mileage from his home to his normal reporting point at the current Internal Revenue Service non-taxable rate. All employees hired as a "rover" within the jurisdiction of each Local Union will consider his reporting point each morning as his normal reporting point.

18.02 When an employee is requested to transport material or capital tools to a job site outside his normal work tour, the employee reserves the right to refuse.

18.03 When an employee is required to report to a location more that seventy-five (75) miles from his normal reporting point, board and lodging will be provided by the Employer. The lodging will be an Employer provided residence at the Employer's expense and the employee will receive a daily meal allowance of \$40.00 for each night's lodging. For the purpose of this article, the Employer will assign the "rover" a work site central to each Local Union's jurisdiction.

18.04 Travel Time: When an employee is required to report to a job site as described in 18.03, the customary time required to be spent by the employee in traveling between his home and the job site at the start and completion of the assignment shall be treated as work time and paid at the employee's appropriate rate.

19. HOLIDAYS

19.01 The following holidays will be observed as holidays by the Company:

New Year's Day

Thanksgiving Day

Martin Luther King Jr.

Day after Thanksgiving *

Memorial Day

Christmas Day

Independence Day

(1) Floating Holiday

Labor Day

* Employee shall have the option to convert the Day after Thanksgiving to a Floating Holiday by notifying the Employer at least two (2) weeks prior to the holiday.

19.02 Eligibility & Pay: An employee not required to work on a holiday will be paid for eight (8) hours at his basic wage rate providing he received paid time the day before or the day after the holiday.

19.03 Holiday Work: Employees who work on a holiday will be paid at one and one-half times the basic wage rate for work performed on a holiday, in addition to receiving holiday pay, if conditions under 19.02 are met.

19.04 If a holiday occurs on a Saturday or Sunday, the holiday will be observed on the Friday preceding a Saturday holiday or on the Monday following a Sunday holiday.

19.05 When a holiday falls in an employee's vacation, the Employer, after considering any specific requests of the employee, shall designate another day within the calendar year to be treated as the holiday for the employee or a day's pay in lieu of the time off.

19.06 All part time employees will be paid four (4) hours pay at their normal rate for all holidays listed in 19.01.

19.07 An employee's request for a day off as a floating holiday will be granted by his immediate supervisor. If the employee is denied his or her request to take the floating holiday, the employee may choose to work the day and be paid at the holiday rate of pay as prescribed in 19.03, or at his option may select another floating holiday.

20. MILITARY LEAVE

20.01 Employees who have a military obligation may request a two (2) week leave of absence and will be paid the difference between their gross military pay and their straight time hourly rate of pay, not to exceed forty (40) hours per week. To qualify, an employee must submit to his supervisor his military orders directing him to report for duty. Probationary employees are ineligible for a paid leave of absence.

21. BEREAVEMENT LEAVE

After an employee probationary period, an employee will be paid for a Three(3) day leave of absence at his regular wage rate, due to death of his grandparents, parents, parent-in-laws, step-parents, brother, sister, spouse, child, step-child, brother-in-law, sister-in-law, or a life companion with whom the employee resides.

22. JURY DUTY

22.01 After an employees probationary period, an employee who has jury duty will be paid the difference between jury duty pay and eight (8) hours pay at his regular wage rate base for each working day served, up to a maximum of ten (10) days per contract year. Employees engaged in jury duty shall, while temporarily excused from attendance in Court, report for scheduled shifts during scheduled work time. To qualify, an employee must submit to his supervisor his summons of jury duty.

23. SICK LEAVE

23.01 After twelve (12) months of employment, each employee will accrue one (1) paid sick day for each six (6) succeeding months of employment. After twenty-four (24) months of employment, each employee will be paid for one (1) sick day for every succeeding three (3) months of employment. After twenty-four (24) months of employment, each employee will be entitled to five (5) paid sick days, and shall accrue in equal increments within the calendar year. After forty-eight (48) months, each employee will be entitled to six (6) paid sick days. Sick time is accrued by NCSD paid anytime as of January 1st.

23.02 Employer may require evidence that the leave is being used properly.

23.03 For sick leave benefits an employee will notify his supervisor before his scheduled reporting time on the first day of absence.

23.04 Sick leave shall be applicable only if the employee is ill on days during which he is normally scheduled to work. The employee shall be paid at his straight time hourly rate of his normal workday of eight (8) hours.

23.05 Unused sick leave can be carried over from year to year.

23.06 Employees may sell back to the Company any or all their unused accrued sick leave, and be paid at the rate of one hundred twenty- five percent (125%) of the basic hourly wage rate as prescribed in Article 27.

Upon termination of employment the employer shall pay the employee for ninety percent (90%) of sick days accrued.

23.08 An employee out due to a compensation or disability claim must file the necessary claim papers to receive a weekly paycheck.

23.09 Disability Absence: The Employer has the right to permanently replace an employee after nine (9) months of a continued disability absence. After nine (9) months of continuous disability, the Employer has the right to discontinue the Employer provided medical insurance. The Employer shall pay nine (9) months of short term disability. Thirty (30) days prior to discontinuing the medical coverage, both the Employer and the Union will notify the employee.

24. PERSONAL LEAVE

24.01 During the term of this Agreement, an employee may request one personal leave of absence in excess of thirty (30) days and not to exceed sixty (60) days.

25. LICENSES AND CERTIFICATIONS

25.01 The employee must acquire a Commercial Driver's License (CDL) when the client's vehicles at the employee's normal work location require the operator to possess a CDL to operate the vehicles. The employer will reimburse the employee the cost of the renewal fees for the CDL.

25.02 Continuing education is encouraged by the Employer. The Employer will pay the fees required for any employee who pursues certifications in the Automotive Service Excellence (ASE) Test Areas applicable to the client's vehicles for the first time said employee attempts to obtain each certification. The Employer will pay \$100.00 for each ASE certification that an employee attains. The Employer will also pay a \$100.00 bonus for each certification that an employee currently has attained that is still valid. It is understood that all employees will make all efforts necessary to obtain their ASE certifications

26. UNIFORMS AND SAFETY

26.01 The Company shall provide clothing and other accessories for the physical protection of the employees as are required by the Company. All employees must wear the Company-provided uniform; wear-steel toe shoes, and all other-personal-protective equipment. Also, maintain a neat orderly appearance. The Company will be responsible for the laundering of all Company provided uniforms. The Company will reimburse the employee up to eighty (80) dollars per year for the steel toe shoes upon receiving a receipt for such purchases.

27. WAGE RATES AND JOB DESCRIPTION

27.01 Employees covered by this Agreement shall be placed in the class shown below and receive a wage rate as shown in 27.02.

Job Description

Must possess the ability to perform all preventive maintenance services, and troubleshoot and repair all types of vehicles and aerial equipment.

Knowledge of electronic, electrical, air, hydraulic, fuel, cooling systems and welding. Ability to perform road service which may entail troubleshooting and component replacement, ability to perform daily paperwork and communications.

27.02 The hourly wage rate minimum structure effective:

April 27, 2008 \$18.50

There will be no increase or decrease to basic wages during the length of the agreement.

27.03 All new employees will be hired at the rates as determined by the Employer, but not less than the minimum pay scale as indicated.

28. SEPARABILITY

28.01 Should any part hereof or any provision(s) herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. If any provision(s) are declared to be in conflict with the law, the parties agree to meet within a reasonable period of time to negotiate a substitute provision(s).

29. AMENDMENT

29.01 Bargaining Scope: In reaching this Agreement, Employer and Union have considered all matters lawfully subject to collective bargaining.

29.02 Amendment Procedure and Obligation: This Agreement may be amended or supplemented only by further written agreement between Employer and 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 obliged to discuss or agree to such proposed amendment or supplement.

30. PENSION AND WELFARE PROGRAM

30.01 CWA/ITU Negotiated Pension Plan.

Effective with the commencement of the Agreement, the Employer agrees to contribute to the CWA/ITU Negotiated Pension Plan (hereinafter sometimes referred to as the Plan), eighty-five cents per hour, effective May 1, 2010, ninety (90) cents per hour, effective May 1, 2011, ninety-five (95) cents per hour. All calculations are based on a forty (40) hour workweek for each employee covered by this Agreement, for the purpose of providing pensions on retirement, death benefits, and other related benefits for covered employees of the Employer and other contributing Employers. Contributions shall be made for any shift for which an employee receives compensation (e.g., hours worked, sick leave, vacations, holidays, disability insurance, bereavement leave, or jury duty). The Plan is jointly administered by Trustees appointed in equal numbers by the Union and Employers under an Agreement and Declaration of Trust, and has been found by Internal Revenue Service to be entitled to exemption under the Internal Revenue Code.

Contribution shall be made by check, money order or similarly recognized medium of exchange, and shall be made payable and forwarded to the CWA/ITU Negotiated Pension Plan, PO Box 2380, Colorado Springs, Colorado 80901, no later than the 20th of the following month, together with reports submitted on forms to be furnished by the Plan.

Title to all moneys paid into the Plan shall be held exclusively by the Trustees in trust for use in providing the benefits under the Plan and paying its expenses.

The Employer recognizes that in addition to the Union's right to enforce this Section, the Union shall have the right in its discretion to take any legal action necessary to collect any contributions or moneys due and owing to the Plan and to secure delinquent reports. The Employer further agrees that the Union shall have the right to collect reasonable attorney's fees and expenses incurred in connection therewith. The Employer shall supply to the Local Union a copy of either the union representative's copy of Negotiated Pension Plan remittance forms or a copy of the Employer's printout forms on a monthly basis.

30.02 The Employer will maintain the availability of medical insurance coverage for all bargaining unit employees at the same level and on the same basis as the Employer provides all Corporate employees, beginning January 27, 2002 and until such time as UFW Plan is instituted. Under the UFW Plan, employee contributions shall remain at their current level and effective September 1, 2005 employees shall be required to pay only fifteen percent (15%) of any increase in the cost of coverage for the remainder of years one (1), two (2), three (3) and four (4). Any increase required in the third year of the Agreement for Maintenance of Benefits shall require the employee to pay 15% of such increase.

The rates that have been established for the plan years are as follows:

Plan Year	Single	Single Plus 1	Family
9/1/2004 - 8/31/2005	\$ 412.60	\$ 809.50	\$ 903.20
9/1/2005 - 8/31/2006	\$ 458.00	\$ 930.00	\$ 1002.00
9/1/2006 - 8/31/2007	\$ 517.50	\$ 1070.00	\$ 1133.00
9/1/2007 - 8/31/2008	To Be Determined	To Be Determined	To Be Determined

The rates currently in effect will remain in effect for the first two (2) years of this Agreement.

The employee contributions for medical benefits will remain at the rate in effect on April 30th, 2012 for the duration of the Agreement.

31. EFFECTIVE DATES AND DURATION

31.01 This Agreement shall become effective on May 1, 2012 and be in full force and effect until midnight April 30, 2014 and from year to year thereafter, unless either party notifies the other in writing, not earlier than ninety, nor later than sixty days prior to expiration of its intention to modify or terminate this Agreement.

William Gallagher \(\) CWA Representative

Communications Workers of America

George Bloom

President, Local 1104

Communications Workers of America

Jerry Bulzomi

President, Local 1106

Communications Workers of America

Don Dunn

President, Local 1108

Communications Workers of America

Dennis M. Schneider

Executive Vice President

Transervice Lease Corp.

Anthony Pugliese

Business Agent, Local 1103

Communications Workers of America

Edward Luster

President, Local 1102

Communications Workers of America

