

## ARTICLE 1

### UNION RECOGNITION

THIS AGREEMENT, entered into by and between the MICRONESIAN TELECOMMUNICATIONS CORPORATION, its successors and assigns, consisting of the islands of Saipan, Rota and Tinian, Commonwealth of the Northern Mariana Islands, hereinafter called the “Company”, and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS – LOCAL UNION 1357, affiliated with the A.F.L. – C.I.O., hereinafter referred to as the “Union”, is made on behalf of both parties.

- 1.1 The Company hereby recognizes the Union as the sole and exclusive representative of its employees covered hereby for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.
- 1.2 The appropriate bargaining unit shall consist of all employees of the Company in the unit as set forth in the certification dated December 14, 1984, as extended to the whole (CNMI) Commonwealth of Northern Mariana Islands,

but excluding the Human Resources Administrator, and managerial employees, professional employees, confidential employees, supervisors, guards and/or watchpersons as defined in the National Labor Relations Act.

1.3 The Employer agrees to make deductions from eligible employees and pay over to Local Union 1357, a Union initiation fee and monthly dues as prescribed in the bylaws of Local Union 1357; provided, that the employer has received from each employee whose account such deductions are made, a written assignment which shall not be irrevocable for a period of more than one year, or beyond the termination date of any applicable collective agreement or assignment, whichever occurs sooner.

1.3.1 Deductions for Union dues will not be made more often than once a month. If an employee does not have the amount of a monthly dues on any payroll from which deductions are made for other employees, the deduction shall be made from the next succeeding payroll. If at the time of the second attempt to collect

arrearages, the amount of earnings is still insufficient to allow for full deduction of dues, then no further responsibility rests with the Company with respect to the collection of such dues.

1.3.2 Deductions required by law, garnishments and deductions for payment of indebtedness to the Company shall have priority over deductions for Union initiation fees and dues.

1.3.3 Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Company's responsibility shall cease with respect to deductions covered thereby. The Company shall not be bound in any manner to see to the application of the proceeds of any check, to investigate the authority of any Union officer to certify the amount of dues to be deducted, or to accept or collect any check. The Union hereby undertakes to indemnify and hold the Company

harmless from all claims against it for or account of any deduction made from the wages of any employee.

- 1.4 The Company declares that it will not make any statement nor commit any act to discourage any employee with respect to membership in the Union. The Union agrees for itself and its members that neither it, its representatives, or members will attempt to intimidate or coerce any employee of the Company for the purpose of compelling any to join the Union.
- 1.5 The Company and the Union agree that they will not discriminate against any employee because of membership or non-membership in the Union.
- 1.6 Both parties reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of age, race, color, religion, national origin, sex, handicapped or veteran status of the employee.

## ARTICLE 2

### COMPANY – UNION RELATIONS

- 2.1 The Union shall advise the Company in writing of the names of its local representatives, their authority as representatives and their areas of representation. Such notification shall specify the level of authority within the bargaining unit or the type of responsibility to which they have been assigned.
  
- 2.2 The Company shall grant to any properly authorized representative of the Union the right to be on Company premises to investigate grievances and complaints, post Union bulletin board notices and discuss Union business with Union officials or shop stewards provided such contacts do not interfere with work operations and the Union representative first informs a member of local management of intention to be on Company premises.

- 2.3 The Union agrees that neither the Union nor its members shall use Company communications or other facilities provided specifically for company use, for the conducting of Union business.
- 2.4 The Company shall provide suitable bulletin boards for the purpose of posting notices of the Union and other business of the Union, provided all such notices are signed and posted by officials of the Union.
- 2.5 The Company agrees to furnish the Union in February and August, an alphabetical list and service date list of all employees in the bargaining unit showing employee number, work group, job classification, wage rate, employment date and status.
- 2.6 The Company agrees to furnish the Union changes to bargaining unit employees' status by employee name, social security number, pay rate, reason for change and date.

## ARTICLE 3

### RETAINED MANAGEMENT RIGHTS

- 3.1 Except as specifically qualified by this Agreement, the Union recognizes that the Company has the sole right, authority, and responsibility to direct the business, including but not limited to: directing the work force; determining the size of the work force; determining qualifications for jobs; creating, eliminating and combining jobs; selecting, hiring, training, promoting, disciplining or terminating employees for proper cause; determining products and or services offered to customers; establishing work rules, working hours, regulations and standards; determining the location of Company facilities; subcontracting and requiring employees to observe Company rules and regulations.
  
- 3.2 All functions, rights, powers and authority which the Company has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Company.

- 3.3 Probationary and temporary employees may be summarily terminated. They shall not have recourse in this Agreement if terminated.

## ARTICLE 4

### STRIKES, LOCKOUTS AND FORCE ADJUSTMENTS

- 4.1 The parties hereto agree that during the term of this Agreement any past, existing, or future custom or practice of the Company or the Union to the contrary notwithstanding, there shall be no lockout by the Company, nor any strike, sitdown, refusal to work, stoppage of work, slow-down, retardation of production or picketing of the Company on the part of the Union or its representatives or on the part of any employee covered by the terms of this Agreement.
- 4.2 Any employee engaging in, encouraging, recognizing or assisting any strike, walkout, slow-down, work stoppage of any nature, or other concerted economic pressure in violation of this Article shall be subject to disciplinary action.

- 4.3 When, in the opinion of management, it becomes necessary to adjust the working force, such adjustment may be in the form of downgrading, transferring, part-timing or laying-off and shall be by least seniority within the affected job title classification. An employee who is laid-off may bump an employee with less seniority within the same or lower wage schedule provided the employee has previously held the job.
- 4.4 An employee affected by a reduction in force shall be recalled in reverse order of their layoff or transfer if vacancies develop within twenty-four (24) months of their layoff or transfer date. Their right to recall shall cease if they are not recalled within twenty-four (24) months after their layoff or transfer date.
- 4.5 Company contracting of bargaining unit work shall not result in the layoff or part-timing of regular employees in the same affected job classification.

## ARTICLE 5

### DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

- 5.1 “Employee” shall mean any person who performs work for the Company for a regular stated compensation and whose job duties are within the scope of the bargaining unit.
- 5.2 “Supervisor” shall mean any person not covered by the terms of this Agreement who regularly supervises and/or directs work operations of the Company.
- 5.3 “Probationary employee” shall mean any employee who is serving a probationary period. A probationary period of six (6) months shall be established for all new employees who are hired to fill positions on a regular basis.
- 5.4 “Regular employee” shall mean any employee who has completed the probationary period.
- 5.5 “Regular part-time employee” shall mean any person ordinarily employed less than full-time.

- 5.6 “Temporary employee” shall mean any person employed to perform work or irregular assignments wherein there is no regular schedule of work and who temporarily fills in for, or supplements the work of, regular employees for a specific project or a definite period of time. No person shall be employed as a temporary employee for more than one (1) year without the consent of the Union. The use of temporary employees shall not result in the layoff or part-timing of regular employees in the same affected classification.
- 5.7 “Basic rate of pay” shall mean the hourly rate of pay as shown in the wage schedules contained in the Appendix, exclusive of all differentials, premiums, or other extra payments.
- 5.8 “Normal tour of duty” shall mean a scheduled tour of duty consisting of not more than eight (8) hours per day.
- 5.9 “Straight time hours” shall mean all hours worked which are not paid at the overtime rate.

5.10 “Seniority”, for the purpose of this Agreement, shall mean the total elapsed time since the employee’s date of last hire as a probationary employee, less periods of absences during which the employee does not accrue seniority.

1. Seniority and service shall be considered broken by (a) discharge or (b) resignation.
2. All employees who are hired on a regular basis, whether they are new employees or former employees who are hired after a break in continuous service, shall be considered probationary employees with no seniority for a period of six (6) months, after which their seniority shall date back to the first day of their current hiring.
3. An employee on leave of absence shall accrue seniority for no more than six (6) months. If the leave of absence extends beyond six months there shall be no further accrual of seniority.
4. When two (2) or more employees are employed upon the same date seniority as between them shall be determined by their respective ages as indicated by Company

records and the older in age shall be regarded the senior in service.

- 5.11 “Callout” work shall mean an unforeseen condition in which the employee is called from home and which does not necessitate a change in work schedule.
- 5.12 “Session” shall mean each half of a normal tour of duty usually separated by a meal period.
- 5.13 “Work Week” – A regular work week shall normally consist of five (5) working days of eight (8) scheduled working hours each. Sunday shall be considered the first day of the week.
- 5.14 “Standby” shall mean that time period where employees are expected to be available and accessible to respond in a timely manner where unforeseen business needs arise. During this “Standby” status, employees who are assigned are subject to call by management during hours they are off duty.

## ARTICLE 6

### WORKING PRACTICES

#### 6.1 OVERTIME

Time actually worked in excess of eight (8) straight time hours per day or forty straight time hours in any work week shall be paid at one and one-half times the employee's basic rate of pay. Any differentials or shift premiums, if applicable, shall be added to the employee's basic rate of pay in determining the rate applicable at the time the overtime is performed.

6.1.1 Time paid for holiday worked or unworked and vacation shall be considered as working time for the purpose of determining overtime payment eligibility. In the event the Company excuses an employee because of lack of work, the unworked hours shall be considered as working time for the purpose of determining overtime payment eligibility.

## 6.2 SHIFT PREMIUM

6.2.1 Employees who work normal scheduled tours of duty which fall after 9:00 p.m. and prior to 6:00 a.m. will receive a shift premium of \$6.00 [\$4.80] per shift.

6.2.2 Employees who work split shifts shall receive a shift premium of \$6.00 [\$4.00] per shift, provided the employee completes both portions of the split shift. A split shift shall mean a scheduled shift with a break of more than one and one-half (1 ½) hours scheduled between the first and second portions of the shift.

## 6.3 RELIEF PERIODS

Employees shall have one relief period of fifteen (15) minutes each with pay during each session, except where only one person is on duty. When only one person is on duty relief time may be taken only as work requirements permit.

6.3.1 The relief period shall be assigned by the supervisor and in no event will it

start or end within one-half hour of the employee's starting or quitting time, or the beginning or the end of the employee's midshift meal period.

#### 6.4 FUNERAL LEAVE

In the case of a death of an employee's spouse, child, parent, brother, sister, grandparent, grandchild or other relative who lives in the same household establishment, the employee shall be excused, if the employee wishes, beginning with the day of the death and up to nine (9) calendar days. The maximum time off without loss of pay shall be the equivalent of three (3) full normal tours of duty.

In the case of a death of an uncle, aunt, in-law (parent, child, brother, sister), step brother/sister, the employee shall be excused, if the employee wishes, beginning with the day of the death and up to nine (9) calendar days. The maximum time off without loss of pay shall be the equivalent of one (1) full normal tour of duty.

All time paid under this Section shall be at the employee's basic rate of pay.

## 6.5 PAYMENT FOR TEMPORARY UPGRADE

The determination as to the need and selection of any employee to be temporarily assigned to a job of a higher classification rests solely with the Company.

6.5.1 An employee who is temporarily assigned to a supervisor's position or administrator's position, shall receive a differential of \$1.00 [80 cents] per hour for each hour worked in the higher classification.

6.5.1.1 No employee will be forced to accept the position of an acting supervisor's position on a temporary basis.

6.5.2 Should an employee be assigned temporarily to any other job of a higher classification in the wage schedules as shown in the Appendix, the employee will receive a differential of 75 [50] cents for each hour worked in the higher classification.

- 6.5.3 A Customer Care Representative in charge of a call center shall receive a differential of \$1.00 [65 cents] per hour.

## 6.6 TRAVELING EXPENSES

Whenever an employee is temporarily assigned to an outside island, the Company will pay for the hotel room and transportation.

- 6.6.1 A per diem allowance of \$45 [\$35] will be paid to each employee for all other expenses; this is to cover all meals and all other incidental expenses. A per diem allowance will be paid only under circumstances previously described.
- 6.6.2 A full per diem allowance will be paid when an employee is temporarily assigned to an outside island and required to take two meals away from the employee's home island. If only one meal is required, the employee will be reimbursed meal expenses, up to \$15.00 [\$11.00]. Reimbursement will require receipts or other appropriate documentation.

<u>Meal</u>	<u>Time</u>
Breakfast	3:00 a.m. to 9:00 a.m.
Lunch	9:00 a.m. to 3:00 p.m.
Dinner	3:00 p.m. to 3:00 a.m.

## 6.7 TOUR SCHEDULING

The schedule of hours and tours to be worked shall be determined by the management of the Company. When work requirements permit, the Company may grant employees' requests for changes in scheduled days or hours of work, providing such changes will not result in additional expenses to the Company. Customer service requirements permitting, employees will be allowed to make up lost scheduled work time.

- 6.7.1 Customer Care Representatives will select the shift they will work on the basis of seniority.

## 6.8 LEAVE OF ABSENCE

Regular employees who have at least one year of continuous full-time service may be granted a leave of absence, not to exceed six months.

- 6.8.1 At least thirty (30) calendar days prior to the expiration of a leave of absence, the employee shall notify the Company of the employee's intention to return to work and the expected date of return. The Company will, thereafter, notify the employee of the date and position to which the employee shall return.
- 6.8.2 If an employee fails to timely notify the Company, at least thirty (30) calendar days prior to the expiration of the leave of absence of intention to return to work, the employee shall be deemed to have voluntarily quit.
- 6.8.3 The Company cannot guarantee that an employee will be returned to the employee's former position, but will make a reasonable effort to return the employee to the former position or a similar position.

6.8.4 In the year that a collective bargaining agreement is negotiated, an hourly employee designated as a member of the Union's negotiating committee shall be granted a leave of absence to participate during the negotiations period.

The time spent participating on the Union's negotiating committee shall be compensated by the Company for up to a maximum of two (2) employees, on the day formal negotiations begin, until the expiration of the agreement. Compensation will be based on the employee's basic rate of pay and a forty (40) hour work week.

## 6.9 PROMOTIONS AND TRANSFERS

All vacancies should be posted five (5) working days and a weekend with minimum qualifications listed, as determined by the Company. Any employee meeting the minimum qualifications may submit a written request to Human Resources. The employee with the highest qualifications shall be selected. In the event two or more employees

are considered equally qualified, the senior person shall be selected.

## 6.10 JURY DUTY

The Company will pay an employee the difference, if any, between jury duty fees and pay for that portion of the scheduled tour of duty that the employee spends on jury duty for a period not to exceed ten (10) working days. The supervisor may permit the employee to report to the courtroom or to go home from the courtroom without reporting to work.

## 6.11 WAGES

6.11.1 The wage schedules shown in the Appendix shall be followed for the classifications indicated.

6.11.2 The work record of an employee will be reviewed within six months from the date of the last progression increase in accordance with the wage schedule and, if the employee is making satisfactory progress, shall be eligible for a progression increase to the next higher rate in the wage schedule.

- 6.11.3 Whenever a new job is created, or the job content of an existing job is changed, the Company will discuss the change with the Union. If necessary, the Company and the Union will jointly negotiate the new wage rate.
- 6.11.4 If the Union has a concern regarding the Company's entering into subcontracts for telephone plant craft work, the Company agrees to review the Union's concerns. The Company shall inform the Union prior to entering into these contracts.

## 6.12 CALLOUT

- 6.12.1 If the employee performs callout work, the employee shall be paid for time worked, reasonable time up to 30 minutes to travel from home to work, and reasonable time up to 30 minutes to return home. At management discretion, additional travel time may be allowed due to unexpected and/or unavoidable circumstances. Time paid shall be at the overtime rate.

6.12.2 A minimum of two (2) hours time at the overtime rate shall be paid for callouts. Where travel time is paid, it shall be included in the two (2) hour minimum.

### 6.13 STANDBY

6.13.1 When in the opinion of management it is necessary to have employees readily available, a rotation roster of personnel by seniority on standby status will be established. An employee on standby shall be available during off-duty hours and shall report to work within 30 minutes after being called-out. At management discretion, additional travel time may be allowed due to unexpected and/or unavoidable circumstances. The employee shall be responsible for ensuring the supervisor has current information on file so the employee can be easily reached.

- 6.13.2 An employee shall be designated on standby for one week and shall receive \$11.00 per day on scheduled days and \$16.00 per day on non-scheduled days and holidays. The standby payment shall be forfeited if an employee has not complied with the conditions set forth in Section 6.13.1

## ARTICLE 7

### HOLIDAYS

- 7.1 The following holidays are recognized.

New Year's Day  
President's Day  
Commonwealth Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
[Personal Holiday (3)]

- 7.2 Regular full-time employees shall receive eight (8) hours pay at the basic rate of pay on a recognized holiday, even though not worked. This applies to employees who actually work or who have specifically been excused in advance by management on the scheduled work day preceding and/or following the recognized holiday.
- 7.3 Regular full-time employees who are required to work on a holiday shall receive their regular rate of pay for all hours worked on the holiday. Additionally, the employee will receive holiday pay in accordance with Section 7.2.
- 7.4 If a recognized holiday falls on a Sunday, the Monday following shall be observed as the holiday. The Sunday on which the holiday falls shall be treated and paid for the same as any other Sunday.
- 7.5 If a recognized holiday falls on a Saturday the holiday shall be observed as follows:
- 7.5.1 The Saturday shall be considered the holiday for employees who are scheduled to work on the Saturday. The preceding Friday shall be treated

and paid for the same as any other Friday.

7.5.2 For employees who are not scheduled to work on the Saturday, the preceding Friday shall be considered the holiday. The Saturday shall be treated and paid for the same as any other Saturday.

[7.6 Regular full-time employees are eligible for personal holidays after completing one year of continuous full-time service.

7.6.1 A personal holiday request must be submitted by the employee at least 30 days prior to the day that would be observed as the personal holiday. The Company shall have the sole right to determine whether or not the personal holiday request can be granted.

7.6.2 A personal holiday must be used in the year it is earned.]

## ARTICLE 8

### VACATIONS

8.1 Vacations shall be based on continuous full-time service shown by the records of the Company, and shall be granted to regular employees as follows:

8.1.1 Regular full-time employees will be eligible for their first vacation after the completion of one year of continuous full-time service and to the vacation provided in each calendar year thereafter.

<u>Years of Service</u>	<u>Vacation Allowance</u>
Less than 1 year	No vacation allowance
1 year but less than 8 years	Two weeks (10 days)
8 years but less than 16 years	Three weeks (15 days)
16 years and over	Four weeks (20 days)

- 8.2 Regular full-time employees shall receive vacation pay at their basic rate of pay for forty hours per week.
- 8.3 The Company shall have the sole exclusive right to determine the period during which any employee shall take vacation. The Company shall give consideration to employee vacation preferences according to seniority. The senior employee may waive initial selection, provided, the subsequent preference is from the remaining vacation periods available.
- 8.4 Employees may use all of their vacation allowance at the same time or in combination of one week periods.
- 8.5 Employees may be allowed to use their vacation allowance in increments of less than five days subject to the following conditions:
1. Approval must be obtained from the immediate supervisor.
  2. Except in the event of an emergency, the employee must request the vacation at least one week prior to the time vacation is required.

3. Such vacation will not normally be granted on the work day immediately preceding or following a holiday.
- 8.6 In the 8<sup>th</sup> and 16<sup>th</sup> year, when an employee becomes eligible for an additional week of vacation, the additional week may not be taken until after the employee's employment anniversary date.
- 8.7 Employees may be permitted by their immediate supervisor to accumulate a portion of their vacation. Employees accumulating vacations shall be required to take a vacation of at least five days each year. The maximum accumulation allowable is ten days. Any vacation days in excess of the maximum accumulation allowable at the end of the year will be forfeited.
- 8.8 If a recognized holiday falls within an employee's vacation, the holiday shall not be considered vacation time. For compensation, the employee shall receive holiday pay and not vacation pay for the holiday. The extra vacation day will be taken on the last scheduled workday before the vacation period or the first scheduled workday following the vacation period.

- 8.9 An employee discharged for cause, or who resigns with less than two weeks notice shall forfeit any vacation allowance.
- 8.10 Employees will not be entitled to vacation pay in lieu of vacation time.
- 8.11 Employees with more than one (1) year of continuous full-time service shall receive prorated vacation time calculated on a service year basis whenever they leave the employ of the Company provided they are eligible for it in accordance with Section 8.1. The proration shall be calculated on the basis of 1/12 of their actual vacation time for each month of completed, active, continuous full-time service. If, at the time of termination, the employee has overtaken any vacation time, the equivalent dollar amount for that vacation time will be deducted from their final pay check. The employee's current rate of pay will be used in calculating the equivalent dollar amount.

## ARTICLE 9

### SICKNESS DISABILITY PLAN

- 9.1 Regular employees will be eligible for sickness disability benefits when absent due to illness or a non-occupational injury. Disability shall include total inability of an employee to perform the duties of employment caused by pregnancy, complication resulting in sickness causing total disability and childbirth, where physical disability is established by a physician's statement. "Disability" does not include pregnancy where the employee is able to perform the duties of employment.
- 9.2 Eligible employees will be entitled to the following benefits:
1. After one-year of continuous full time service and less than five years of service: 10 workdays after a two-day waiting period.
  2. Five years and less than ten (10) years: 20 workdays after a one-day waiting period.
  3. Ten years and less than twenty years: 30 workdays with no waiting period.

4. Twenty years or more: 45 workdays with no waiting period.

For the purpose of the Article, “workday” shall mean eight (8) straight time hours.

After the 3<sup>rd</sup> scheduled day of absence, the Company may require medical evidence, including a doctor’s certificate, of any illness or injury for which sick leave benefits are requested, and may withhold sick leave payments unless and until such evidence is furnished.

- 9.3 Sickness disability eligibility shall be computed from the anniversary of the employee’s date of hire.
- 9.4 Benefits shall not be accumulative from year to year. However, if an employee has exhausted their current year’s benefits, the employee may use the previous year’s unused days authorized in Section 9.2.
- 9.5 In order for an employee to be eligible for paid sickness disability benefits, the employee must fulfill the waiting period as listed in Section 9.2 and be absent from work for consecutive

scheduled workdays. Exceptions to the waiting period are:

1. If an employee is admitted overnight to a hospital, the waiting period shall not apply.
  2. If an employee has performed at least six (6) months of work prior to the illness or accident without receiving any paid sickness disability benefits, the waiting period shall not apply.
  3. If an employee, who has been ill and fulfilled the waiting period, suffers a recurrence of the same illness within fourteen (14) calendar days after returning from the illness, another waiting period shall not apply.
- 9.6 If an employee suffers an illness at work and leaves the Company, the unpaid hours for that day shall be credited towards the waiting period on the next absence.
- 9.7 A paid holiday shall not be considered a scheduled work day for the purposes of this Article and holiday pay granted to an

employee shall not be considered as Sickness Disability Benefit payments.

9.8 An employee, who is injured in the course of employment, shall be eligible for workers' compensation benefits as prescribed by the Workers' Compensation Law of the Commonwealth of the Northern Marianas.

9.8.1 A regular employee may apply available sickness disability benefits, under Section 9.2 and 9.4 of this Agreement, to absences due to occupational injury so that weekly compensation shall be based on a forty (40) hour work week and shall be at the employee's basic rate of pay at the time of disability.

9.9 Any employee who is unable to be at work because of an illness or injury, must normally notify their respective supervisor within one (1) hour after the scheduled start of their assigned tour duty to qualify for any sickness disability benefits.

## ARTICLE 10

### BENEFIT PLANS

#### 10.1 HEALTH CARE INSURANCE

- 10.1.1 The Company will make available a Health Care Insurance Plan consisting of medical and dental insurance to employees covered by this Agreement. They may also enroll their dependents, as defined in the Plan. The Company shall pay 65% of the Medical portion and 50% of the Dental portion of the Plan.
- 10.1.2 The selection of the carrier and the administration of the Health Care Insurance Plan will rest with the Company provided the level and quality of the benefits remain the same.
- 10.1.3 The benefits provided by these Plans will not be discontinued or amended without the agreement of the Company and Union.

10.1.4 Employees and their legal dependents may have an opportunity to continue to participate in the Plan in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

## 10.2 GROUP LIFE INSURANCE

10.2.1 The Company shall make available a Group Life Insurance Plan to employees covered by this Agreement.

10.2.2 The selection of the carrier and the administration of the Group Life Insurance Plan will rest with the Company provided the level and quality of the benefits remain the same.

10.2.3 The benefits provided by this Plan will not be discontinued or amended without the agreement of the Company and Union.

## [10.3 RETIREMENT PLAN

- 10.3.1 The Company's Retirement Plan which is printed separately, is made a part of this Agreement.]

## ARTICLE 11

### GRIEVANCES AND ARBITRATION

#### 11.1 GRIEVANCES

- 11.1.1 A grievance is a written complaint by an employee, or group of employees for whom the Union is the bargaining agent, or the Union, involving the interpretation or application of any of the provisions of the Agreement.
- 11.1.2 A grievance must be filed within twenty (20) calendar days of the alleged breach of the Agreement.
- 11.1.3 The written grievance, signed by a Union representative, shall be presented to the General Manager or designated representative. The General Manager or designated

representative shall meet with the Union representative and the grievant within twenty (20) calendar days to resolve the grievance.

- 11.1.4 A grievance not satisfactorily answered by the General Manager within ten (10) calendar days may be appealed by the Union to the Vice President-Operations. Such appeal must be in writing to the Vice President-Operations. The Vice President-Operations shall meet with the Union's Business Manager within twenty (20) calendar days in an attempt to resolve the grievance.
- 11.1.5 Grievances not satisfactorily answered within ten (10) calendar days by the Vice President-Operations may be appealed by the Union to arbitration.
- 11.1.6 So far as is reasonably possible, without interference with operations, meetings between representatives of the Union and the Company, held pursuant to the provisions of the grievance procedure set forth in this

Article will be held during regularly scheduled working hours without loss of straight time pay, provided, however, that compensation will not be paid for time in excess of a normal tour of duty or for more than a reasonable number of employees.

- 11.1.7 All time limits and steps specified in this Article may be extended or eliminated by mutual agreement.

## 11.2 ARBITRATION

- 11.2.1 Should the Union wish to submit a grievance to arbitration, such notice to the Company must be made in writing to the Vice President-Operations within ten (10) calendar days from the date of the Vice President-Operations' reply.
- 11.2.2 The parties shall meet within thirty (30) calendar days to mutually agree upon an impartial arbitrator to hear the dispute.
- 11.2.3 The Union shall be allowed to call a reasonable number of employees

covered by this Agreement as a witness provided it gives the Company reasonable notice prior to the time the witness is to appear. The time spent as witnesses shall be counted as working time only for the first three witnesses from the bargaining unit provided they are scheduled to work during those hours. All other witnesses shall not receive any pay for time spent as witnesses.

11.2.4 All decisions of the arbitrator shall be final and binding upon the parties hereto, shall be in writing and signed by the arbitrator, and a copy thereof shall be submitted to each of the parties hereto. The compensation and other expense of the arbitrator shall be shared equally by the Company and the Union. Each party shall bear the expense of preparing and presenting its own case.

11.2.5 The decision of the arbitrator shall be limited to the interpretation and application of the provisions of the Agreement. The arbitrator shall have no authority to add to, subtract from,

alter or modify in any way the provisions of the Agreement. The arbitrator shall also be limited to rendering a decision on only the specific grievance submitted. The arbitrator shall have authority to include in the award any back pay, when at issue, limited to the date of discharge less any remuneration received from any source. Likewise, where improper payment or failure to make proper payment is a point at issue, the arbitrator shall have authority to make restitution to the employee. The arbitrator shall not have any authority to include any award or order of payment of money from one party to another of the Agreement, nor to assess damages in punitive payment against either party to the other.

## ARTICLE 12

### DURATION OF THE AGREEMENT

- 12.1 This Agreement is effective and binding upon the parties from January 13, 2008 [January 16,

2005] to and including January 7, 2012 [January 12, 2008].

- 12.2 The Agreement shall be deemed renewed from year to year thereafter unless either party serves written notice upon the other of its desire to terminate or to modify its provisions. The written notice must be served at least sixty (60) calendar days prior to the last day of its original or any yearly extended term, but not more than seventy-five (75) days prior to the last day of its original or any yearly extended term. Desired modifications, if any, shall be specified in the written notice. If the aforesaid notice of termination or modification is served by either party, then this Agreement terminates upon the expiration of its original term or its yearly extended term.
- 12.3 This document contains the entire Agreement of the parties and neither party has made any representations to the other which are not contained herein.
- 12.4 This Agreement shall not be amended, modified, changed, altered, or waived except by written document executed by the parties hereto.

MICRONESIAN TELECOMMUNICATIONS  
CORPORATION

COMPANY NEGOTIATING COMMITTEE:

s/Shirley Moy Dotts  
s/Frederick Hill  
s/Velma Ann Palacios  
s/Roselily Soledad

LOCAL UNION 1357,  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, AFL-CIO

UNION NEGOTIATING COMMITTEE:

s/Fedora Camacho  
s/Nadine Long  
s/Scot F. Long  
s/Ray Tenorio

## APPENDIX

### WAGE SCHEDULES 1-7

#### WAGE SCHEDULE 1

General Office Clerk  
Utility Worker

<b>Wage Step</b>	<b>Effective 1/13/08</b>	<b>Effective 1/11/09</b>	<b>Effective 1/10/10</b>	<b>Effective 1/9/11</b>
00	5.77	5.94	6.06	6.18
06	6.00	6.18	6.30	6.43
12	6.24	6.43	6.56	6.69
18	6.50	6.70	6.83	6.97
24	6.75	6.95	7.09	7.23
30	7.05	7.26	7.41	7.56
36	7.33	7.55	7.70	7.85
42	7.66	7.89	8.05	8.21
48	7.96	8.20	8.36	8.53
54	8.37	8.62	8.79	8.97
60	8.84	9.11	9.29	9.48

## WAGE SCHEDULE 2

### Operator

<b>Wage Step</b>	<b>Effective 1/13/08</b>	<b>Effective 1/11/09</b>	<b>Effective 1/10/10</b>	<b>Effective 1/9/11</b>
00	6.90	7.11	7.25	7.40
06	7.18	7.40	7.55	7.70
12	7.49	7.71	7.86	8.02
18	7.81	8.04	8.20	8.36
24	8.16	8.40	8.57	8.74
30	8.50	8.76	8.94	9.12
36	8.83	9.09	9.27	9.46
42	9.21	9.49	9.68	9.87
48	9.59	9.89	10.09	10.29
54	10.11	10.41	10.62	10.83
60	10.62	10.94	11.16	11.38

### **WAGE SCHEDULE 3**

#### **Administrative Assistant**

<b>Wage Step</b>	<b>Effective 1/13/08</b>	<b>Effective 1/11/09</b>	<b>Effective 1/10/10</b>	<b>Effective 1/9/11</b>
<b>00</b>	<b>7.41</b>	<b>7.63</b>	<b>7.78</b>	<b>7.94</b>
<b>06</b>	<b>7.71</b>	<b>7.94</b>	<b>8.10</b>	<b>8.26</b>
<b>12</b>	<b>8.02</b>	<b>8.26</b>	<b>8.43</b>	<b>8.60</b>
<b>18</b>	<b>8.35</b>	<b>8.60</b>	<b>8.77</b>	<b>8.95</b>
<b>24</b>	<b>8.69</b>	<b>8.95</b>	<b>9.13</b>	<b>9.31</b>
<b>30</b>	<b>9.07</b>	<b>9.36</b>	<b>9.55</b>	<b>9.74</b>
<b>36</b>	<b>9.43</b>	<b>9.71</b>	<b>9.90</b>	<b>10.10</b>
<b>42</b>	<b>9.82</b>	<b>10.11</b>	<b>10.31</b>	<b>10.52</b>
<b>48</b>	<b>10.21</b>	<b>10.52</b>	<b>10.73</b>	<b>10.94</b>
<b>54</b>	<b>10.80</b>	<b>11.12</b>	<b>11.34</b>	<b>11.57</b>
<b>60</b>	<b>11.38</b>	<b>11.72</b>	<b>11.95</b>	<b>12.19</b>

## **WAGE SCHEDULE 4**

**Collections Representative  
Customer Care Representative  
Line Worker  
Supply Worker**

<b>Wage Step</b>	<b>Effective 1/13/08</b>	<b>Effective 1/11/09</b>	<b>Effective 1/10/10</b>	<b>Effective 1/9/11</b>
<b>00</b>	<b>8.37</b>	<b>8.62</b>	<b>8.79</b>	<b>8.97</b>
<b>06</b>	<b>8.76</b>	<b>9.02</b>	<b>9.20</b>	<b>9.38</b>
<b>12</b>	<b>9.09</b>	<b>9.36</b>	<b>9.55</b>	<b>9.74</b>
<b>18</b>	<b>9.47</b>	<b>9.75</b>	<b>9.95</b>	<b>10.15</b>
<b>24</b>	<b>9.87</b>	<b>10.17</b>	<b>10.37</b>	<b>10.58</b>
<b>30</b>	<b>10.28</b>	<b>10.59</b>	<b>10.80</b>	<b>11.02</b>
<b>36</b>	<b>10.72</b>	<b>11.04</b>	<b>11.27</b>	<b>11.50</b>
<b>42</b>	<b>11.15</b>	<b>11.48</b>	<b>11.71</b>	<b>11.94</b>
<b>48</b>	<b>11.61</b>	<b>11.96</b>	<b>12.20</b>	<b>12.44</b>
<b>54</b>	<b>12.25</b>	<b>12.62</b>	<b>12.87</b>	<b>13.13</b>
<b>60</b>	<b>12.90</b>	<b>13.29</b>	<b>13.56</b>	<b>13.83</b>

## **WAGE SCHEDULE 5**

### **Junior Accountant Plant Service Center Specialist Universal Service Representative**

<b>Wage Step</b>	<b>Effective 1/13/08</b>	<b>Effective 1/11/09</b>	<b>Effective 1/10/10</b>	<b>Effective 1/9/11</b>
<b>00</b>	<b>9.51</b>	<b>9.80</b>	<b>10.00</b>	<b>10.20</b>
<b>06</b>	<b>9.93</b>	<b>10.23</b>	<b>10.43</b>	<b>10.64</b>
<b>12</b>	<b>10.34</b>	<b>10.65</b>	<b>10.86</b>	<b>11.08</b>
<b>18</b>	<b>10.78</b>	<b>11.10</b>	<b>11.33</b>	<b>11.56</b>
<b>24</b>	<b>11.21</b>	<b>11.55</b>	<b>11.78</b>	<b>12.02</b>
<b>30</b>	<b>11.68</b>	<b>12.03</b>	<b>12.27</b>	<b>12.52</b>
<b>36</b>	<b>12.15</b>	<b>12.51</b>	<b>12.77</b>	<b>13.02</b>
<b>42</b>	<b>12.64</b>	<b>13.02</b>	<b>13.28</b>	<b>13.55</b>
<b>48</b>	<b>13.16</b>	<b>13.55</b>	<b>13.82</b>	<b>14.10</b>
<b>54</b>	<b>13.89</b>	<b>14.31</b>	<b>14.60</b>	<b>14.89</b>
<b>60</b>	<b>14.67</b>	<b>15.11</b>	<b>15.41</b>	<b>15.72</b>

## **WAGE SCHEDULE 6**

### **Combination Technician**

<b>Wage Step</b>	<b>Effective 1/13/08</b>	<b>Effective 1/11/09</b>	<b>Effective 1/10/10</b>	<b>Effective 1/9/11</b>
<b>00</b>	<b>10.83</b>	<b>11.15</b>	<b>11.37</b>	<b>11.60</b>
<b>06</b>	<b>11.30</b>	<b>11.64</b>	<b>11.87</b>	<b>12.11</b>
<b>12</b>	<b>11.73</b>	<b>12.08</b>	<b>12.32</b>	<b>12.57</b>
<b>18</b>	<b>12.24</b>	<b>12.61</b>	<b>12.86</b>	<b>13.12</b>
<b>24</b>	<b>12.75</b>	<b>13.13</b>	<b>13.39</b>	<b>13.66</b>
<b>30</b>	<b>13.27</b>	<b>13.67</b>	<b>13.94</b>	<b>14.22</b>
<b>36</b>	<b>13.80</b>	<b>14.21</b>	<b>14.49</b>	<b>14.78</b>
<b>42</b>	<b>14.40</b>	<b>14.83</b>	<b>15.13</b>	<b>15.43</b>
<b>48</b>	<b>14.99</b>	<b>15.44</b>	<b>15.75</b>	<b>16.07</b>
<b>54</b>	<b>15.84</b>	<b>16.32</b>	<b>16.65</b>	<b>16.98</b>
<b>60</b>	<b>16.63</b>	<b>17.13</b>	<b>17.47</b>	<b>17.82</b>

## WAGE SCHEDULE 7

[Electronic Technician]  
[Special Services Technician]  
Equipment Technician

Wireless Transmission Technician

Wage Step	Effective 1/13/08	Effective 1/11/09	Effective 1/10/10	Effective 1/9/11
00	12.22	12.59	12.84	13.10
06	12.75	13.13	13.39	13.66
12	13.27	13.67	13.94	14.22
18	13.93	14.34	14.63	14.92
24	14.41	14.84	15.14	15.44
30	14.99	15.44	15.75	16.07
36	15.60	16.07	16.39	16.72
42	16.27	16.76	17.10	17.44
48	16.93	17.44	17.79	18.15
54	17.88	18.42	18.79	19.17
60	18.79	19.35	19.74	20.13

## MEMORANDUM OF AGREEMENT

### FAMILY AND MEDICAL LEAVES OF ABSENCE

1. Micronesian Telecommunications Corporation and IBEW Local 1357 agree to the provisions concerning Family and Medical Leaves of Absences under the Family and Medical Leave Act of 1993 (FMLA), set forth in this Memorandum of Agreement.
2. The purpose of the leave shall be as follows:
  - a. for the birth and care of a newborn child of the employee, or the placement of a child with the employee for adoption or foster care.
  - b. to care for a spouse, biological or adoptive parent, or person who has acted in role as parent with day-to-day responsibility, or child (biological, adopted, foster or stepchild or legal ward or child for whom the employee has day-to-day parental responsibility) who has a “serious health condition”.

- c. for a serious health condition of the employee which makes the employee unable to perform the functions of the position of such employee. As with any absence for a serious health condition, employees will be required to provide appropriate medical certification, stating that the employee is able to return to work after such leave.
3. The total period of this leave will be up to twelve (12) work weeks within a twelve (12) month period, calculated on a “rolling” 12 months.
4. Employees who have completed at least twelve (12) months of accredited service at the beginning of the leave and worked at least 1,250 hours during such period may be eligible for leave.
5. The FMLA excludes employees where there are 50 employees or less within 75 miles of the employee’s worksite. The Company will attempt to accommodate requests for FMLA leave for employees at remote locations, however, such requests may be denied based on business necessities.

6. Leave may be taken on an intermittent or reduced schedule basis for reasons specified in paragraphs 2b and 2c if determined to be “medically necessary” as defined in the Department of Labor Regulations 29 CFR Part 825. It may not be taken intermittently, or on a reduced scheduled basis for reasons specified in paragraphs 2a, unless approved by the Company.
7. If an employee is granted an intermittent or reduced schedule leave, the Company may require such employee to transfer temporarily to an available alternative position that better accommodates recurring periods of leave than the employee’s regular position.
8. Employees shall be required to present, to the satisfaction of the Company’s Human Resources Department, documentation concerning the basis for the requested leave of absence. Failure to provide medical certification within fifteen (15) days of the request for leave may result in a denial of leave.
9. Employees shall provide the Company with at least thirty (30) days advance notice of intent to take leave when foreseeable.

10. In cases where both spouses are employees, the leave period will be restricted to a total of twelve (12) work weeks for both, except to care for a child with a serious health condition or for reasons provided in 2c.
11. While on FMLA leave, eligible employees shall continue to receive company-paid life insurance and medical/dental benefits to the extent provided to active employees.
12. Upon return to work, employees granted FMLA leave shall receive accredited service for the period of the leave. There is no break in services for purposes of vesting, eligibility to participate in pension plans, and seniority.
13. Subject to Item 14 below, at the end of the approved leave (or each segment of the leave as applicable), employees shall be reinstated to the same or equivalent job.
14. Reinstatement is subject to any contractual provisions of the Collective Bargaining Agreement which cover adjustments to the workforce that may have occurred during the leave of affected employees.

15. Employees who wish to change their projected return date should notify the Company of the change in date as soon as possible and the Company will endeavor to accommodate such requests. Employees who do not return to work after the leave ends will be deemed to have voluntarily quit.
16. Employees, while on leave, shall be considered to have terminated employment if they accept full time employment with another employer and/or actively engage in a new business for profit.
17. The provisions of the Memorandum of Agreement are not subject to the grievance or arbitration procedures of the Collective Bargaining Agreement except for the application for reinstatement by employees on leave.
18. All terms herein shall be defined as set forth in the Department of Labor Regulations, 29 CFR Part 825.
19. The Company has the right to act in accordance with the Family and Medical Leave Act of 1993 and to comply with the regulations provided by the Department of Labor.

20. The Memorandum of Agreement is effective on January 13, 2008 [January 16, 2005] and shall not survive the expiration of this collective bargaining agreement unless agreed to by the parties in writing.

MEMORANDUM OF AGREEMENT  
LOCAL COMMON INTEREST FORUM

In an effort to foster a strong working partnership and to maintain positive company/union relations, both parties agree to establish a Local Common Interest Forum (LCIF), patterned after the national Common Interest Forum (CIF). The intent of this committee is to meet periodically for the purpose of sharing information and/or addressing problem areas and issues of common interest concerning industry, company and union activities that affect the well being of employees and all parties. The Committee will work in partnership on programs and concerns that may include but are not limited to addressing job and employment security issues, enhancing employee commitment, identifying “hot spots,” seeking resolution to problems which may interfere with the relationship, contracting of work, community involvement, joint lobbying, competitive cost positioning, personal holiday scheduling, future new business venture opportunities and other employee interests and concerns.

If the union is to share responsibility with the company for the success of Micronesian Telecommunications Corporation, it must be informed about company plans and objectives. The

LCIF will be the forum for the exchange of such information, and provide the process by which the union's input is received.

This Agreement is effective and binding upon the parties from January 13, 2008 [January 16, 2005] to and including January 7, 2012 [January 12, 2008].

## MEMORANDUM OF AGREEMENT

### UNUSED VACATION PAY

Each calendar year, the Company shall review and determine year end manpower needs in accordance with customer service requirements and economic conditions. If deemed appropriate by the Company, a plan may be implemented to allow an employee with more than two (2) weeks of earned and accumulated vacation to be paid a sum equivalent to the third and/or fourth week of vacation at the employee's basic rate of pay.

Employees, who are allowed to participate in the plan, shall work the equivalent week(s) of their vacation period on a regular scheduled basis and shall receive vacation pay. Pay for actual hours worked shall be at the basic rate of pay. Vacation hours paid shall be at the basic rate of pay and shall not count towards overtime hours.

The frequency and method of implementation of this plan shall rest wholly within the discretion of the Company and shall not be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

The Agreement is effective on January 13, 2008 [January 16, 2005] and shall not survive the expiration of this collective bargaining agreement unless agreed to by the parties in writing.

MEMORANDUM OF AGREEMENT  
401(K) PROFIT SHARING PLAN (Plan)

1. Micronesian Telecommunications Corporation will make the 401(k) Profit Sharing Plan (Plan) available to regular full-time hourly employees of the Company who are covered by the Collective Bargaining Agreement.
2. The Company reserves the right at any time and from time to time, by action of the Board of Directors, to modify or amend in whole or in part, any or all of the provisions of the Plan, but no such amendment or modification shall have the effect of reducing the accrued benefits of members, retired members, former members or their beneficiaries or of diverting any part of the Trust Fund to any purpose other than for the exclusive benefit of members, retired members, former members, or their beneficiaries and the payment of reasonable Plan administration expenses.
3. The Company reserves the right, by action of the Board of Directors, to terminate or partially terminate the Plan at any time. Upon termination or partial termination of the Plan or upon the complete discontinuance of

contributions under the Plan, the member accounts of the members affected by the termination, partial termination, or complete discontinuance of contributions, as the case may be, shall be nonforfeitable.

4. The Plan may be merged into or consolidated with another plan, and its assets or liabilities may be transferred to another plan; provided, however, that no such merger, consolidation, or transfer shall be consummated unless each member and beneficiary under the Plan would receive a benefit immediately after the merger, consolidation, or transfer, if the transferee plan then terminated, that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation, or transfer, if the Plan had then terminated.
5. The Company and the Union agree that every provision heretofore contained in this Agreement is contingent upon the Company's receipt of a favorable determination that the Plan, as amended, continues to be qualified under Section 401(a) et. seq. of the Internal Revenue Code. In the event any revision in the Plan is necessary to obtain or maintain a favorable determination from the Internal Revenue Service, the Company

will make the revisions, adhering as closely as possible to the level of benefits contained in the Plan.

6. In the event any portion of this Agreement is determined by a court or government agency to be in violation of existing law or is voided by a change in existing laws, the Company retains the unilateral right to make whatever modifications it deems necessary and appropriate to comply with the law, including the right to rescind the Agreement, if it deems no such modification is feasible. The Company shall have no obligation to bargain or negotiate with the Union in the event that this Agreement is modified or eliminated or in the event the Company does not implement any or all of the provisions of this Agreement because it does not receive Internal Revenue Service approval, any or all of these plans are deemed not qualified, or because of a change in existing laws.
7. The Plan will be administered solely in accordance with its provisions and no matter concerning the Plan or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement but rather shall be

governed by the terms and conditions of the Plan and the interpretation of the Plan Committee.

8. This Memorandum of Agreement is effective on January 13, 2008 [January 16, 2005] and shall expire on January 7, 2012 [January 12, 2008]. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on January 7, 2012 [January 12, 2008] and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

MEMORANDUM OF AGREEMENT  
VACATION DONATION POLICY

The Vacation Donation Policy that is currently available to management employees, will also be available to regular full-time hourly employees covered by the Collective Bargaining Agreement.

This Memorandum of Understanding is effective on January 13, 2008 and shall expire on January 7, 2012 or upon termination of the policy as determined by the Company.

## LETTER OF UNDERSTANDING MILITARY LEAVE OF ABSENCE

Employees on leave of absence for military service in the armed forces of the United States shall have all rights to reemployment guaranteed by law, not withstanding any other provision hereof.

1. Military leaves of absence will be granted by the Company to full-time regular employees who are members of a reserve component of the armed forces, the National Guard, or the Air National Guard, who are ordered to active duty or to attend annual military reserve training.
2. For annual military reserve training, the Company will pay the difference, if any, between the employee's military base pay and his or her pay at the basic rate of pay that the employee would have earned during the period excused, up to a maximum of 10 tours of duty in one calendar year, not to exceed eight (8) hours per day. To be eligible for payment as described, the employee shall request, in writing, the time off for annual training prior to the start of the leave and, at the conclusion of training, furnish the Company evidence of the amount of military pay received.

3. Written requests for military leaves of absence for extended uniformed service must be accompanied with military orders from the unit or base the employee is assigned to and signed by a unit or base officer. An employee on extended military leave of absence will not receive the difference between the employee's military base pay and his or her basic rate of pay.
4. Employees returning from extended military leaves of absence will be eligible for reinstatement provided they do not voluntarily extend their period of service beyond five (5) years and notify the Company of their intent to return to work within 90 days of their honorable discharge. Employees meeting these requirements shall be returned to a position with the level of seniority, status, and pay that would have been available if military service had not intervened provided they can adequately perform the essential functions of the job.
5. The General Manager may approve activation of an Emergency Military Leave Benefit. If the General Manager activates the Emergency Military Leave Benefit, the Company will pay the difference between the employee's military base pay and his or her basic rate of pay for up to 36 months of active duty. While in effect, the

Emergency Military Leave Benefit covers employees serving the reserves and national guard who are activated in support of international anti-terrorism and peace-keeping operations, reservists called to active duty, and employees who enlist in the armed services.

6. The Letter of Understanding is effective on January 13, 2008 [January 16, 2005] and shall expire on January 7, 2012 [January 12, 2008]. The parties specifically agree that the terms and conditions set forth in this Letter of Understanding shall also terminate on January 12, 2008 and shall not survive the expiration of this Letter of Understanding unless agreed to by the parties in writing.

## EXHIBIT 1

### ASSIGNMENT OF WAGES TO COVER UNION DUES AND INITIATION FEES

TO: MICRONESIAN TELECOMMUNICATIONS  
CORPORATION

I hereby assign to Local Union 1357, International Brotherhood of Electrical Workers, AFL-CIO, and authorize you, pursuant to your agreement with the Union, to deduct from my wages an initiation fee and monthly dues in accordance with the bylaws of Local Union 1357, as certified to you in writing by the Union and pay over monthly to it the amount so deducted.

This deduction from wages shall be made monthly and shall become effective in the current month if this assignment is received by the Company before the 10<sup>th</sup> day of the month, otherwise in the next succeeding month.

This authorization shall become effective upon the date set forth below and I agree and direct that this authorization shall not be canceled for a period of one (1) year from this date or until the termination of the existing collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

I agree and direct that this authorization shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Union, whichever shall be shorter, unless:

- (1) I cancel this authorization by written notice to the Employer within ten (10) days after the expiration of any such one (1) year period; or
- (2) In the case of the expiration of any application of the collective bargaining agreement between the Employer and the Union during any such one (1) year period, I cancel this authorization by written notice to the Employer within ten (10) days after the expiration of the collective bargaining agreement.

This authorization shall end if my employment with MICRONESIAN TELECOMMUNICATIONS CORPORATION ends or when the collective bargaining agreement referred to above no longer covers my position.

This authorization is freely made pursuant to the provisions of Section 302(c) of the Labor-Management Relations Act of 1947 and Public Law 9-48, Ninth Northern Marianas Commonwealth

Legislature, and is not contingent upon any agreement between the Employer and the Union.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Employee Name

\_\_\_\_\_  
Employee Number

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Department

\_\_\_\_\_  
Job Classification