

CWA CONTRACT

O.P.E.I.U. LOCAL 30

CLERICAL EMPLOYEES

September 1, 2004 through August 31, 2009

EXHIBIT C

PENSION-RETIREMENT FUND

SECTION 1. Effective September 1, **2004**, the sum of **~~\$2.64~~** per hour shall be paid by the Employer into the Office and Professional Employees International Union Local 30/537 Retirement Plan for each eligible employee. ***The parties agree to reopen the agreement in 2006 to bargain pension increases for 2006, 2007 and 2008.***

SECTION 2. Such payments also shall be made for employees on paid vacations, holidays or sick leave.

SECTION 3. The Employer and the Union by executing this Agreement agree to be bound by all of the provisions of the applicable documents and the Agreement of Trust dated the 1st day of June, 1962, including any modifications or amendments thereto, and further agree that the Fund's Board of Trustees is authorized to represent the parties to this Agreement and the employee beneficiaries thereto.

It is agreed that the above obligations exist without necessity of executing any additional written instrument.

SECTION 4. ***With a minimum of thirty (30) days' notice, the Employer may offer a 401(k) plan in addition to any other pension plans already in effect. The terms and conditions of said 401(k) plan shall be determined by the employer.***

SECTION 5. ***Effective September 1, 2001 the Employer shall contribute 12% of gross wages to the Western States Office & Professional Employees Pension Plan for all eligible employees.***

EXHIBIT B

HEALTH AND WELFARE AND DENTAL

SECTION 1. Effective September 1, 2001, the Employer shall pay into the Office and Professional Employees International Union, Local 30/537 Health and Welfare and Dental Fund the amount necessary to maintain the coverage to the Local 30/537 Health and Welfare and Dental Fund, at the appropriate rate, or any successor plan negotiated between the parties for eligible employees. The Employer agrees to contribute on behalf of all eligible employees, the amount of the employee co-payment per month, thereby eliminating the employee co-payment.

SECTION 2. Eligibility and Plan benefits of the employee shall be determined by said Fund's Board of Trustees acting in accordance with the terms and provisions of the instruments of trust in effect at any given time. The Employer and the Union by executing this Agreement agree to be bound by all of the provisions of the applicable documents and Agreements of Trust, including any modifications or amendments thereto, and further agree that the members of the Fund's Trustees at any given time are authorized to represent the parties to these Agreements of Trust. The Employer further agrees that upon receipt of an authorization from an employee, the Employer will deduct such amount from the employee's wages so as to provide coverage for the dependents of such employee, where applicable. The amount of such deduction will be determined by action of the Fund's Trustees.

It is agreed that the above obligations exist without the necessity of executing any additional written instrument.

SECTION 3. Any person who is retirement eligible and who has been covered by the employer under the Local 30/537 Health and Welfare Plan for 10 or more years, or its successor plan if applicable, shall continue to be covered by the plan or its successor upon leaving covered employment with the employer. Co-payment for spouse or eligible dependents not covered under another plan is responsibility of the person leaving covered employment. Said payments shall be made directly to the plan, under Cobra or as otherwise provided or allowed by law until such time as Medicare age is attained.

SECTION 4. With a minimum of thirty days' notice, the Union can arrange at its option an alternative health and welfare plan for the employees it represents. The Employer will maintain the same level of contribution for the Union's alternate health and welfare plan, on a monthly basis.

SECTION 2.

JOB DESCRIPTIONS

SALARY GRADE 1

CLERK/GENERAL OFFICE - Works under the direction of a Senior Secretary/Bookkeeper, performs clerical work requiring little special training, but the performance of which requires the use of a computer or typewriter and whose work involves typing reports and other matters from rough draft, verbal instructions or corrected copy; maintains files, checks and alphabetizes records for office files/storage and performs one or more of the following: assists the Bookkeeper and Senior Secretary in general office work, including mailings, copying, ordering office supplies and by servicing the membership by answering inquiries by telephone or in person. Maintains addresses for all membership. ***May be assigned other work commensurate with their grade.***

SALARY GRADES 2 & 3

SECRETARY - Works under supervision of the Business Manager and is responsible for confidential files, takes verbal dictation and transcribes this dictation on a computer or typewriter. Composes and types routine correspondence; locates information from files and relieves superior of routine clerical functions and makes minor decisions for a superior. May be responsible for typing contracts; maintains and prepares reports; for set-ups and layout on leaflets or articles for newspapers. In addition to the duties listed, the secretary must be able to perform other duties described in job description 1. ***May be assigned other work commensurate with their grade.***

DATA INFORMATION PROCESSOR -- Receives incoming reports along with checks for union dues from employers by mail. Writes receipts, enters receipts into computer dues program. Makes bank deposits weekly as necessary. Handles posting of members' union dues, and verifies that members are in good standing with their union dues. In accordance with operating instructions, monitors and operates the control console of a computer to process data, must be familiar with the union dues accounting program. Produces various reports, such as the international report, the monthly Executive Board meeting agenda, address changes report, permit list and other reports which are used for the process of incoming and outgoing members. ***May be assigned other work commensurate with their grade.***

SALARY GRADE 4

SENIOR SECRETARY/ BOOKKEEPER – Is responsible for acting as a senior in connection with the work of salary grade 1, Clerk Typist/General Office and/or Grades 2 & 3, Secretary.

Inputs cash that is received from dues, balances cash, bank reconciliation, income statements, general ledgers, LM-2, calculates weekly payroll and taxes. Prepares quarterly taxes for auditor, international per capita report, leases, pays other per capitas, including bills for the union. Payroll and any lost time, journal entries, operate adding machine, computer, printer and typewriter. Prepares yearly figures for year-end taxes and 1099. Assists the CPA/Auditor. Keep vacation/sick records. Maintains monthly calculations on employees' benefits. Handles on behalf of Secretary-Treasurer all bank accounts. ***May be assigned other work commensurate with their grade.***

EXHIBIT A

SECTION 1. Wage Schedule

Effective September 1, 2004

	Step 1	Step 2	Step 3
Grade 1	\$10.13	\$11.25	\$12.38
Grade 2	\$13.50	\$14.62	\$15.76
Grade 3	\$16.88	\$18.00	\$19.13
Grade 4	\$20.25	\$21.37	\$22.51

Effective September 1, 2005

	Step 1 + 4%	Step 2 + 4%	Step 3 + 4%
Grade 1	\$10.54	\$11.70	\$12.88
Grade 2	\$14.04	\$15.20	\$16.39
Grade 3	\$17.56	\$18.72	\$19.90
Grade 4	\$21.06	\$22.22	\$23.41

- A. Employees may perform work in a lateral or lower classification, provided they possess the necessary skills.
- B. Management reserves the right to not backfill open positions.
- C. Effective September 1, 2001:
- All full time clerical/administrative positions shall be forty (40) hours. Employees working a thirty-five (35) hour week on September 1, 2001, will be red circled at thirty-five (35) hours.
- D. Employees who on the effective date of this Agreement are receiving a rate of pay higher than the rate in the salary schedule will receive a four percent (4%) increase each year. Increases will be effective on September 1, **2004**, September 1, **2005**. Additionally, four percent (4%) will be added to the **wage** schedule September 1, **2004**, and September 1, 2005. **The parties agree to reopen the agreement in 2006 to bargain for wage adjustments for 2006,2007 and 2008.**
- E. The employer may, after giving notice to the Union, hire a student intern to assist with specific projects or for short-term employment. Student interns will be paid \$8.00 per hour with no Health and Welfare or Pension benefits and must be advised of their status at time of hiring.

Student interns will not be used to replace regular full time clerical staff and may not be retained while a regular employee is on layoff. No student intern shall be employed in an office that does not have at least one (1) regular full time employee. No more than one (1) student intern may be hired in each office

ARTICLE 22 - CWA C.O.P.E.

The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for CWA Committee On Political Education (COPE) fund. Such voluntary contributions shall be forwarded to CWA Local 9000 monthly by check payable to CWA COPE-PCC, along with a listing of persons who donated such monies.

ARTICLE 23 - DURATION

This Agreement shall be in full force and effect on and after the FIRST day of SEPTEMBER, 2004, to and including the 31st OF AUGUST, 2009; and shall be renewed from year to year unless the Union or Employer serves upon the other a sixty (60) day written notice of desire to modify, amend or terminate this Agreement.

IN WITNESS WHEREOF, THE PARTIES BEING DULY AUTHORIZED HAVE
HEREUNTO SET THEIR OFFICIAL SEALS, DULY ATTESTED, THIS _____ DAY OF
_____.

Trustee
OPEIU Local 30

***Cherie Brokaw, Staff Representative
Communications Workers of America, District 9
AFL-CIO, CLC***

ARTICLE 17 - VALIDITY OF AGREEMENT

Should any portion of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a Court or competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 18 - UNION LABEL

The privilege of using the Union label shall be extended to all employees as long as this Agreement remains in full force and effect, and so long as the Employer fulfills all of its terms and conditions.

ARTICLE 19 - UNION OFFICE CARD

The Employer agrees to permit the display of a Union office card, signifying that the office is staffed by members of the Communications Workers of America, Local 9000, AFL-CIO, CLC and under agreement with the Union, this card is to be the property of the Union.

ARTICLE 20 - TECHNOLOGICAL CHANGES AND OFFICE CLOSURES

SECTION 1. In the event of proposed technological changes, such as the introduction of data processing equipment, computers or other automated office machines, the Employer agrees to discuss such changes with the Union representative before such changes are made.

SECTION 2. Any jobs created by virtue of the installation of such equipment will be posted for bidding among the employees within the Collective Bargaining Unit.

SECTION 3. In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees to work together with the Union to provide, where possible, training programs for those employees to be displaced who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new position before any persons outside the bargaining units are hired to fill the resultant jobs.

SECTION 4. In the event the employer decides to close or relocate an existing office, current employees will be given the option of following their work to the new location or any remaining location. Bargaining Unit positions will be filled according to seniority, assuming requisite skills. This provision shall not prohibit the employer from structuring or eliminating positions to meet the business needs of the employer.

ARTICLE 21 - RULES AND REGULATIONS

The Employer shall have the right to establish, maintain and enforce reasonable rules and regulations to promote orderly office operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement.

from their current work site and the employee chooses to relocate their residence as well, the Employer will pay one-half (1/2) the mutually agreed upon reasonable cost of moving expenses.

SECTION 2. Continuous employment for the purpose of seniority shall be deemed broken for the following reasons:

- A. If the employee quits;
- B. If the employee is discharged and the discharge is not reversed through the grievance procedure.
- C. If an employee who has been laid off fails to report within three working days after being notified to report and does not give a satisfactory reason.

SECTION 3. When an employee has not performed any work for the Employer for six (6) consecutive months as a result of layoff by the Employer or as a result of illness or injury, it being understood that by mutual agreement between the Employer and the Union, the aforementioned six (6) consecutive month period may be extended in cases of compensable illness and/or injury, otherwise employment will be deemed to be terminated.

ARTICLE 16 - GRIEVANCES AND SETTLEMENT OF DISPUTES

SECTION 1. Any disputes, misunderstandings, differences of grievances arising between the parties as to the meaning, interpretation and application of the provisions of this Agreement shall be processed in the following manner:

- A. The grievance must be presented to the Employer within five (5) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved or the Union prevent such filing.
- B. If no agreement can be reached on the grievance within ten (10) working days from the date it was first presented to the Employer, either party may within thirty (30) days submit the dispute to arbitration.
- C. The arbitrator shall be selected from an odd-numbered list on a panel to be submitted by the Federal Mediation and Conciliation Service, or the American Arbitration Association. Names shall be stricken from the list by each part in turn, with the first strike to be determined by lot. The last name remaining shall be the mutually accepted arbitrator. In the event one of the parties chooses not to participate under this Article, the arbitrator shall be designated from the list by the moving party and the arbitrator shall proceed ex parte. In either event, the arbitrator shall consider the issue at the earliest convenience and render a decision as soon as is practicable following the date of the hearing. The arbitrator's decision shall be final and binding on all parties. The cost of the arbitrator, if any, shall be equally shared.

ARTICLE 13 - DISCHARGE

SECTION 1. The Employer shall not discharge any non-probationary employee except for just and sufficient cause, and shall not discriminate against employees because of their Union activities.

SECTION 2. The Employer shall advise the employee in writing of the discharge.

SECTION 3. The Union shall have the right to grieve the dismissal or discipline of any non-probationary employee as herein provided in the grievance procedure including Arbitration.

SECTION 4. Any employee who has been disciplined or discharged and who is subsequently exonerated shall be reinstated without prejudice or loss of seniority and compensated for any loss in wages and/or benefits, unless the Union and Employer or the arbitrator determine otherwise.

ARTICLE 14 - SEVERANCE PAY

SECTION 1. If the Employer discontinues the services of a non-probationary regular employee, the employee(s) shall be given three weeks (3) written notice immediately prior to the date of termination, or three weeks' pay in lieu of such notice.

SECTION 2. All unpaid vacation allowances shall be paid to the employee upon date of termination.

SECTION 3. An employee intending to resign shall give the Employer two (2) weeks' notice of such intention.

SECTION 4. Employees terminated for just and sufficient cause shall forfeit the three weeks severance pay outlined in this Article of the Agreement.

SECTION 5. Regular employees who are laid off will be paid a layoff allowance determined as to amount by their seniority and basic weekly wage rate at the time of leaving the service, in accordance with the table below:

Less than 6 months	0
6 months but less than 2 years	1 week
2 years or more	1 week for each year of seniority to a maximum of 20 weeks

ARTICLE 15 - SENIORITY

SECTION 1.

- A. In all cases involving promotions, transfers, layoffs, or demotions, due to layoff or rehiring following layoffs, seniority based on continuous service with the Employer shall govern.
- B. In the event of the relocation of work for any reason, such moves shall be accomplished by seniority and employee(s) shall be given preferential status as to available openings. Should such moves require an employee to move to a work site over sixty-five (65) miles

ARTICLE 12 - LEAVE OF ABSENCE

SECTION 1.

- A. Upon mutual agreement in writing, leave of absence may be granted, and in the event such leave of absence is taken, the employee shall not forfeit seniority rights under this Agreement. Said leave of absence shall be signed in triplicate form with a copy to be retained by the employee, a copy to be submitted to the Union, and a copy to be retained by the Employer.
- B. An employee shall be granted an extended leave of absence without pay not to exceed six (6) months beyond accumulation of paid sick leave during periods covered by State Disability or Workers' Compensation. Further, by mutual agreement, the leave of absence may be extended beyond the six-month period. Employees granted such leave of absence will retain and accumulate seniority during such leave period. During such periods of leave, the Employer shall pay the amount necessary to maintain coverage to the Local 30/537 Health and Welfare and Dental Funds at its appropriate rate or any successor plan negotiated between the parties.
- C. The Employer shall pay the amount necessary to maintain coverage to the Local 30/537 Health, Welfare and Dental Fund at its appropriate rate or any successor plan negotiated between the parties for any employee qualifying for a maternity leave under the statutes of the State of California.
- D. Replacement of an employee on leave of absence shall not be paid wages higher than those of employees replaced.

SECTION 2. In case of death in the immediate family (parents or **former** guardian in lieu of a parent, brother, sister, child, step-child, adopted child, mother-in-law, father-in-law, grandparents, grandchildren, spouse or domestic partner or other persons living in the same household), an employee shall be granted a leave of absence with pay of three (3) days. An employee who must travel more than 150 miles because of a death in the immediate family shall be granted a leave with pay of five (5) days. The employer may request evidence of such travel prior to the start of the leave.

SECTION 3. By mutual agreement the Employer may grant an unpaid leave of absence for a reasonable period of time to employees selected by the Union to perform work for the Union, such as attendance at Union conventions and conferences. Employees granted such leave of absence will retain and accumulate seniority during such leave period.

SECTION 4. An employee who has been granted a leave of absence in accordance with the provisions of this Article shall return to the employee's regular job at the rate then current for the classification.

SECTION 5. Employees will be paid at their regular rate of pay for **up to five (5) days** spent on jury duty in any calendar year.

ARTICLE 11 - VACATIONS

SECTION 1. Vacations with pay are hereby established for all regular employees covered by this Agreement as follows:

NET CREDITED SERVICE	VACATION TIME
<i>6 months to 1 year</i>	<i>1 week</i>
<i>1 year</i>	<i>1 additional week</i>
<i>2 years to 4 years</i>	<i>2 weeks</i>
<i>5 years to 9 years</i>	<i>3 weeks</i>
<i>10 years to 14 years</i>	<i>4 weeks</i>
<i>15 years to 19 years</i>	<i>5 weeks</i>
<i>20 years or more</i>	<i>6 weeks</i>

A. The vacation will be credited on the employee's anniversary date each year and may be scheduled anytime during the year. Six (6) full months of employment must be completed before any vacation is credited or granted.

B. Vacation may be carried over from one year to the next ***to a maximum of 2 YEARS.***

Under special circumstances approved by the employer, employees may accrue beyond 2 YEARS.

C. Employees who earn at least three (3) weeks of vacation may request pay in lieu of vacation for one (1) week of vacation, subject to management approval.

Employees who earn four (4) or more weeks of vacation may request pay in lieu of vacation for up to two (2) weeks of vacation, subject to management approval.

Vacation pay in lieu of time off may only be requested in weeks at a time, not days.

- C. Sick leave shall be granted only in case of sickness or injury or as provided in (F).
- D. All unused sick leave shall be accumulated at the rate of one (1) day per month to the maximum of ninety (90) working days.
- E. Unused sick days will be paid out at time of separation, ***other than termination for just cause***, from Employer at fifty percent (50%) of the then current hourly rate.
- F. If the employee is absent from work three (3) days or more, the Employer may request a doctor's certificate.
- G. An employee may use earned or accrued sick leave when required to attend to a sick or injured child and/or seriously ill or injured spouse or parent. Sick leave may also be used with twenty-four (24) hours' notice or in case of emergency for medical or dental appointments.

SECTION 2. Sick or injury leave shall be converted into cash time with the Employer paying sick leave and/or when the employee becomes eligible for State Disability Insurance (SDI) or Workers' Compensation benefits, the Employer shall pay the employee at the rate, the difference between the amount received by the employee from SDI or Workers' Compensation and the amount the employee would have received had the employee been fully employed. Such payments shall be continued by the Employer until all sick leave money accumulated and due the employee has been paid to the employee.

ARTICLE 9 - HOLIDAYS

SECTION 1. All regular employees coming under the jurisdiction of this Agreement shall be allowed the following holidays with pay:

New Year's Day	Labor Day
President's Day	Veteran's Day
Martin Luther King Jr. Birthday	Thanksgiving Day
Good Friday-1/2 day	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Birthday

In addition to the above, the last working day preceding Christmas and the last working day preceding New Year's Day shall be holidays with pay under this Agreement.

In addition, one (1) floating holiday shall be granted from year to year which shall be called a floating holiday. The dates of this holiday may vary from contract year to contract year, and shall be set by mutual agreement between the Employer and the employee. The floating holiday shall be taken in the calendar year in which it is granted.

Should any of these holidays fall on a day other than a regularly scheduled work day, the employee shall receive one additional day's pay for that week at the regular straight-time rate; or the Employer at the Employer's option, may observe either the last regularly scheduled workday preceding or the first regularly scheduled workday following, providing the employee is notified **not less than** forty-eight (48) hours in advance which day is to be observed.

SECTION 2. Any employee required to work on a holiday shall be notified **all least** forty-eight (48) hours in advance. Any employee who works on a holiday or days observed as such shall receive two and one-half (2 1/2) times the regular hourly rate of pay.

SECTION 3. In the event any of the holidays enumerated in this Article, Section 1, occur during the period of an employee's vacation, an additional day's vacation or pay shall be allowed for each holiday so occurring.

SECTION 4. A regular part-time employee shall be paid for a holiday at the regular scale, if the holiday falls within the time regularly employed each week or month.

ARTICLE 10 - SICK LEAVE

SECTION 1.

- A. All regular employees with less than ten (10) years of service shall be granted, with pay, twelve (12) days` sick leave per year, accumulated at the rate of one (1) day per month from date of hire.
- B. Senior employees with ten (10) or more years of service with the Employer shall be granted with pay, one and one-quarter (1¼) sick days per month.

SECTION 10. The cost of any bond or notarial commission required of office employees who are covered by this Agreement shall be paid by the Employer.

SECTION 11. Holidays and periods of vacation outlined in this Agreement and periods of paid sick leave shall be considered time worked in this Agreement for the following purposes; overtime, holidays, sick leave, vacation and seniority accruals. The Employer will also make dental, health and welfare and retirement contributions for such periods.

ARTICLE 8 - OVERTIME

SECTION 1. Inasmuch as overtime is detrimental to the best interests of the employee, only in case of absolute necessity shall an employee work overtime. The employee shall not work overtime unless authorized by the Employer.

SECTION 2. Time and one-half shall be paid **for all hours worked** in the following cases:

- A. Any and all work performed in excess of eight (8) hours in any one day and forty (40) hours during the regular full-time workweek, Monday through Friday ; and
- B. Any and all work for the first eight (8) hours on Saturday.

SECTION 3. Double time shall be paid for **all hours worked** in the following cases:

- A. For all hours worked in excess of ten and one-half (10 1/2) hours in any day, Monday through Friday; and
- B. For all hours worked in excess of eight (8) hours on Saturday; and
- C. For all hours worked on Sunday.

SECTION 4. Two and one-half times the regular hourly rate shall be paid in the following case:

- A. Time worked on a holiday or day observed as such.

SECTION 5. When an employee is required to work overtime beyond 6 p.m., Monday through Friday, the employee shall be allowed a dinner period not to exceed one (1) hour; said dinner period shall be considered as overtime work in computing the first three and one-half (3 1/2) hours' overtime, and shall be paid for at the overtime rate of one and one-half (1 1/2) times the regular hourly rate of pay and shall be guaranteed three and one-half (3 1/2) hours' pay.

SECTION 6. In the event an employee is called back to work after completion of the scheduled hours and after leaving the place of employment, the employee shall be guaranteed two (2) hours' pay at the double-time rate.

SECTION 7. When an employee is normally required to work on a meeting night (7 p.m. or after), said employee shall be guaranteed two (2) hours' pay at the time and one-half regular hourly rate.

SECTION 2. It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, nor shall privileges now enjoyed by the employees be eliminated as a result of this Agreement. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer provided that the Union be notified of such increase, advancement or promotion.

SECTION 3. Any employee working regularly on a combination of classifications shall be paid in the wage scale of the highest classification.

SECTION 4. When the Employer requires work covered under the jurisdiction of this Agreement for conventions, conferences, lectures, negotiations, and trials ***or other special circumstances***, the Employer shall pay the regular hourly rate outlined under the appropriate classification listed on Exhibit "A", "After 1 yr."

It is further understood that when attending such meetings requiring travel time, said individual shall be allowed travel time at the regular straight time hourly rate, and if not a regular employee, shall be paid at the hourly rate set forth under their classification on Exhibit "A", "After 1 yr."; provided further that should it be necessary for the employee to reside at such meeting place, the employee shall be paid in addition to the above-mentioned wages and travel time, round-trip coach air fare; and if required to remain overnight, fifty dollars (\$50.00) per diem and hotel accommodations. If public transportation is impractical, travel in a personal automobile will be paid at the rate of the maximum amount recognized by the Internal Revenue Service per mile for trips not exceeding 300 miles. The employee will be paid for any necessary parking and tolls.

The provisions of Article 8 - Overtime shall apply to this Section, except that travel time shall not be considered for the purposes of computing overtime.

SECTION 5. Any regular part-time employee coming under the jurisdiction of the Union working two (2) hours consecutively or less shall be paid for not less than two (2) hours.

SECTION 6. Whenever an employee is taken from a lower classification job to a higher classification job, the employee shall be paid the higher rate for all time employed in the higher classification.

SECTION 7. Any office employee hired who first reports to work and is not put to work shall receive one day's pay, except temporary employees as defined in Article 3, Section 2.

SECTION 8. Any employee who is required to report for work on a regularly scheduled day off shall be guaranteed not less than two (2) hours' pay.

SECTION 9. Any employee who is required by the Employer during the course of employment to do errands which requires the use of the employee's motor vehicle shall be compensated for mileage at the rate of the maximum amount recognized by the Internal Revenue Service per mile driven during the course of employment. The Employer shall provide the proper insurance coverage based on the Minimum State requirements.

SECTION 3. The Employer or the Employer's representative shall make known to the employee what duties to perform and from whom to receive instructions.

SECTION 4. No employee shall as a condition of employment be required or permitted to participate in any internal Union political action of their Employer, nor shall the employee be required or permitted to campaign for any individuals who are candidates for a Union office.

SECTION 5. Upon receipt of a duly authorized card, the Employer agrees to deduct or collect initiation and monthly dues of each employee in the amounts as specified by the Secretary-Treasurer of the Union.

SECTION 6. All money deducted or collected by the Employer shall be remitted to the Union on or before the 20th day of the month following that in which the deductions or collections are made. The Employer shall submit to the Secretary-Treasurer of the Union a monthly record of those employees from whom deductions or collections have been made.

ARTICLE 3 - PROBATIONARY EMPLOYEES

SECTION 1.

- A. All employees may be regarded as probationary employees for the first one hundred eighty (180) days of employment. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances resulting from activities in or actions arising from membership in the Union. Probation may be extended by mutual agreement.
- B. At the close of the probationary period, the employee shall be considered a regular employee, except as otherwise provided in this Agreement, and shall be entitled to all contract benefits from date of employment.

SECTION 2.

- A. A temporary employee must be informed at the start of employment that their employment is for a temporary period of time not to exceed one hundred eighty (180) working days. However, if the employee is relieving for a regular employee who is on an authorized leave of absence or vacation, which extends beyond the one hundred eighty (180) working days, the Employer may extend the temporary status. The Employer will notify the Union when this provision applies.
- B. A temporary employee shall not be paid less than the following rate:

\$320.00 per week (\$8.00 per hour)

SECTION 3.

- A. A part-time employee is one who is employed and scheduled to work less than thirty-five (35) hours per week.
- B. Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for regular employees, except that sick leave, weekly wage guarantee and

THIS AGREEMENT MADE AND ENTERED INTO AT LOS ANGELES, CALIFORNIA, THIS FIRST DAY OF SEPTEMBER 2004, BY AND BETWEEN THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION HEREINAFTER REFERRED TO AS THE EMPLOYER, AND THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC, HEREINAFTER REFERRED TO AS THE UNION.

W I T N E S S E T H

WHEREAS, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 - RECOGNITION

SECTION 1. The Employer agrees to recognize the Union as the sole collective bargaining agent with respect to hours, wages and working conditions of all employees coming under the jurisdiction of this Agreement; specifically, any phase of office or clerical work.

SECTION 2. In the event the Employer transfers Union represented employees and the work which those employees are then performing to any other entity which is created after the date of this agreement, the succeeding Employer will recognize the Union as the representative of those employees and shall be bound by the conditions set forth in this agreement.

ARTICLE 2 - UNION SHOP

SECTION 1.

- A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of execution of this Agreement shall on the thirty-first (31st) day following the date of execution of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the execution shall on the thirty-first (31st) calendar day following the beginning of such employment, become and remain members in good standing in the Union. This shall not apply to duly elected officers, business agents and dispatchers not now members of the Union not qualified to become members.
- B. Upon written notice from the Union that an employee is not in good standing, the Employer agrees to terminate employment of said employee forthwith unless such action conflicts with state or federal laws.

SECTION 2. At the time a new employee starts to work, the Employer shall immediately notify the Union, by phone or mail, giving the name of the new employee, starting date and classification.

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MEMORANDUM OF AGREEMENT

The Employer and the Union agree that the following additions, deletions and/or changes will be made to the collective bargaining agreement dated September 1, 2004.

EXHIBIT A

SECTION 1. Wage Schedule

Effective September 1, 2006 thru August 31, 2009

Step increase to be received in increments of one year

	Step 1	Step 2	Step 3	Step 4	Step 5
Grade 1	10.10	10.51	10.92	11.36	11.81
Grade 2	13.50	14.04	14.60	15.18	15.79
Grade 3	16.50	17.16	17.85	18.56	19.30
Grade 4	19.50	20.28	21.09	21.93	22.81

- A. Employees will move to the next Step in the Grade each year unless Step is revoked for cause.
- B. The Employer reserves the right to hire new employees into any Grade up to Step 3 at their discretion.
- C. Promotion to a higher Grade will be to the Step in the new Grade equal to at least a 4% increase.
- D. Employees whose rate of pay are currently off the pay grid will receive 2% increases to their rates of pay and a one time bonus, that, with the 2% increase will be equal to a 4% increase from their pay rates from the previous year for 2006, 2007 and 2008.

EXHIBIT C

PENSION-RETIREMENT FUND

SECTION 1. Effective September 1, 2006, the sum of \$2.75 hour shall be paid by the Employer into the Office and Professional Employees International Union Local 30/537 Retirement Plan for each eligible employee.

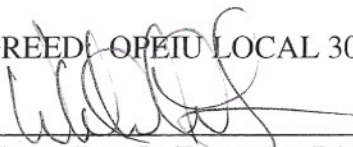
REMOVAL OF SIDE LETTER

It is hereby agreed by the Employer and the Union to remove side letter dated January 28, 2005 which reads as follows:

With respect to the issue of the employer paid employee health benefits and co-payments agreed to in Exhibit B, Section 1, the parties have agreed to renegotiate these terms in 2006. It was agreed that if Local 30 members employed under our Kaiser Permanente contract agree to co-pay for their health benefits, the parties to this agreement have agreed to a cost sharing arrangement similar to that in the Kaiser contract.

The parties agree to discuss this issue, should it become necessary, during the re-opener for wage and pension adjustments for 2006-2008.

AGREED: OPEIU LOCAL 30



Walter Allen, Jr. Executive Director/CFO

DATE:

7-24-06

AGREED: CWA, LOCAL 9000



Bob Henderson, Executive Vice President

DATE:

7-19-2006

LETTER OF UNDERSTANDING

Effective June 1, 2006, Kim Tyler will be moved to Grade 3/Step 1.
Effective September 1, 2006, Kim Tyler will be moved to Grade 3/Step 2.

Effective the first day of her employment Ann ^RCrenshaw will be placed in Grade 2/Step 1
Effective September 1, 2006, Ann Crenshaw will be moved to Grade 2/Step 2.

AGREED, OPEIU LOCAL 30

BY: 
Walter Allen, Jr. Executive Director/CEO

DATE: 7/24/06

AGREED, CWA LOCAL 9000

BY: 
Bob Henderson, Executive Vice President

DATE: 7-19-2006