

COLLECTIVE BARGAINING AGREEMENT

By and Between

**Coalition of Kaiser Permanente Unions
AFL-CIO**



and

**Kaiser Coalition Staff Union
CWA-WBNG Local 32035**

**Terms of Agreement
April 1, 2014 - March 31, 2017**

**Coalition of Kaiser Permanente Unions, AFL-CIO
and CWA-WBNG Local 32035
Effective April 1, 2014 – March 31, 2017**

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This Agreement is made by and between the Coalition of Kaiser Permanente Unions, AFL-CIO (hereinafter Employer or Coalition) and CWA-WBNG Local 32035 (hereinafter Union)

Purpose Statement

The parties to this Agreement are committed to preserving the highest quality employment experience in the labor movement for the staff of the Coalition while at the same time recognizing that our jobs are unlike any other in the US Labor Movement. We are jointly committed to achieving National Agreement objectives and deliverables and the shared goals of the Labor Management Partnership; supporting the success of our Coalition unions; supporting the Coalition's constitution and bylaws; growing the Coalition; working to help lead Kaiser Permanente's success through health care reform; ensure full protection of the Labor Management Partnership; (hereinafter, "LMP") the Labor Management Partnership Trust Fund and the purpose and goals of Coalition funding sources; and all applicable laws and regulations.

Article 1 Recognition

The Employer hereby recognizes the Union as the collective bargaining agent representing the following employees who work directly for the Coalition and/or are directly accountable to the Coalition and who are not a member of another bargaining unit: National Coordinators, National Program Coordinators, Project Staff, Administrative Associates, Accountants, and all future union eligible employees. Should new classifications be established, the Employer and the Union will meet to negotiate appropriate rates of pay for such classifications.

Article 2 Supervisor and Bargaining Unit Staff Complement

The parties to this Agreement agree to work together to establish an effective complement of Supervisory, Managerial, Confidential and Bargaining Unit positions, to effectively manage the Coalition.

Article 3 Union Security

All covered employees must, as a condition of continued employment, for each month after the first month of their employment, pay to the Union either membership dues or agency fees equal in amount to membership dues.

Article 4 Dues Check-off

The Coalition will deduct each pay period from the wages paid to any covered employee who authorizes it, the amount of Union dues and initiation fees, or agency fees specified by the Union.

Article 5 COPE Check-off

On receipt of the voluntary Political Contributions Checkoff Authorization form, the Coalition will deduct the specified amount from the wages paid to employees and will remit that amount to the AFL-CIO Committee on Political Education Political Contributions Committee (AFL-CIO COPE PCC).

Article 6 Indemnification

The Union will indemnify the Employer and hold it harmless from any suits, claims, demands or liabilities arising out of or by reason of any action taken by the Employer in compliance with the foregoing Union security provisions.

Article 7 Probationary Period

During the first six months of employment, employees may be terminated without recourse to the grievance procedure.

Article 8 Management Rights

The parties recognize that all rights to manage the Coalition remain with management unless specifically modified by this Agreement. In so doing, management will respect the spirit and intent of the Agreement. All management rights will be consistent with applicable laws and regulations.

Included among the rights inherently reserved to management but not limited to are: to determine priorities in deployment and assignment of staff; to determine how Coalition and LMP priorities will be achieved; to manage the staff consistent with the LMP, the LMP Trust and the purpose and goals of Coalition funding sources; the right to make a reduction in force; the right to direct the work; the right to set the budget for the Coalition; the right to hire, discipline, promote, and manage performance of the employees. It shall be the sole responsibility of management to communicate employee responsibilities to employees.

Article 9 Employee Rights

The Coalition is committed to treating all employees fairly and equitably and without discrimination, in all aspects of personnel management, in an atmosphere of integrity and free of prejudice.

Article 10 Decision Making and Flexibility

It is the intent of the parties to integrate the Union into the decision making bodies and forums of the organization, at every level, where decisions are made which could reasonably be expected to potentially impact Coalition staff. Decision making is not co-management but is full participation in decisions impacting bargaining unit employees of the Coalition.

In conjunction with the commitment to decision making is a commitment to flexibility in applying traditional work rules, such as seniority and temporary assignments outside of a particular classification. This will be accomplished through Interest Based Problem Solving and Consensus Decision Making. It is not the intent of the parties to undermine the principles of seniority and union jurisdiction or reduce the overall level of union membership. Coalition management is not looking for the right to make changes unilaterally, but expects the Union to work with them to address flexibility needs. The parties will meet, as needed, as far in advance as possible to address flexibility needs and/or concerns.

Article 11 Discipline, Corrective Action, and Issue Resolution

- A. The Employer's right to discipline or discharge employees shall only be exercised for just cause.

Corrective Action and Employee Discipline (Purpose and Definitions)

- B. Effective problem-solving processes are essential to the long term success of all Coalition employees. Solving workplace concerns quickly and by those most directly involved is essential to reducing conflict, grievances and contributes to better relations and a more constructive work environment. The discipline process will be more flexible to better meet the needs of employees and Coalition management. Basically, there will be two Levels to the process. Level one (1) is a non-disciplinary and joint discussion about possible concerns in performance, behavior, or misconduct. Level two (2) is discipline. These two Levels, combined with Issue Resolution process and the grievance procedure, form the basis of our problem solving approach in this agreement.

Corrective Action

- C. The Coalition and Union agree that prior to a written warning being placed in an employee's file, there shall be an earnest attempt to resolve the performance issue(s) to the satisfaction of all parties on an informal and amicable basis. The supervisor shall notify the employee and the Union Representative of the need for a meeting. If the Coalition believes an action plan to be necessary, the parties will agree by consensus as to its content and duration. This step of Corrective Action may be repeated and shall be referred to as **Level I**. A Level I shall not be grievable and shall not be used in any future discipline that might occur. Any action other than **Level I** is considered discipline. (e.g., written warning, suspension, termination) This step of the Corrective Action procedure shall be referred to as **Level II**.

Issue Resolution

- D. Issue Resolution (IR) is a system for raising and quickly resolving workplace issues using interest-based problem solving by those directly involved in the issue. It is intended to be non-adversarial and can be invoked in lieu of a grievance, or it may be invoked after a grievance has been filed to try to resolve the issue outside the traditional grievance process.

Generally, Interest based problem solving has the following process steps:

- Identify the Issue(s)/Problem(s)
- Identify separate, then mutual, Interests
- Brainstorm Options
- Create Solution(s)
- Implement agreement(s)

If a grievance has been filed, the time limits for processing the grievance will be suspended until the IR is completed. If the parties fail to reach a resolution through IR, the grievance time lines will resume.

The process of IR is available for any employee, the Union, and management to raise issues or concerns.

Coalition management and Union leadership will discuss the use of facilitation resources for IR support, as appropriate.

An Issue Resolution (IR) may be filed at any time for problems or issues that arise, either in the field or in the office. The IR should be filed with the Office Manager.

The parties agree that IR may not be an appropriate approach to problem solving in all cases. In such circumstances, the parties will address what approach should be taken, on a case by case basis.

Article 12 Benefits

Employees will be provided with the following benefit package with no premium costs to the employees: pension, health insurance including vision and dental; long term disability; life insurance; retiree medical; domestic partner coverage; flexible spending account (medical and dependent care); employee assistance program and 401(k). All employees hired after the ratification of this agreement will receive health insurance through Kaiser Permanente, where available.

Employee contributions to the 401-K Plan will be matched at 100 percent up to one-half (.5) of one percent of the employee's annual salary, with a minimum annual contribution in accordance with the AFL-CIO.

The Coalition of Kaiser Permanente Unions will follow the AFL-CIO holiday schedule and inclement weather policy.

Article 13 Paid Time Off (PTO)

Effective January 1, 2015, the Coalition will transition to a PTO/Extended Sick Leave system in place of vacation and sick leave. Through December 31, 2014, the vacation and sick leave provisions will remain in effect. On January 1, 2015, all vacation carry over days will convert to PTO.

PTO will be used for scheduled time off (PTO), and for short-term absences for whatever reason (including by way of example but not limitation, scheduled days off, illness, observance of holidays not recognized by the Coalition, etc.) except as provided in Article 14 Extended Sick Leave.

Employees shall be credited with the following number of days of PTO each calendar year:

Hire date through completion of 4 years of service	22 days
Start of 5 th year through completion of 9 years of service	27 days
Start of 10 th year through completion of 19 years of service	32 days
Start of 20 th year and thereafter	37 days

For calculation of PTO entitlement, all previous full time employment in the labor movement shall be recognized.

Employees who have completed their probation period shall receive their full yearly credit of PTO on January 1st of each year. Employees attaining an anniversary date threshold, as listed above, on a date other than January 1st will have their additional PTO entitlement awarded on their anniversary date.

Probationary employees shall not accrue PTO during their probation period, and shall not be eligible for cashing out any PTO time if they separate from employment for any reason during the probationary period.

If during the probationary period the employee requests time off, the employee may request an advance on their anticipated PTO leave. If approved by the supervisor, the employee will be advanced PTO leave.

Upon completion of probationary period, an employee shall be credited vacation as follows:

- Employees who commenced employment after January 1st shall be credited with a pro-rated amount of their entitled PTO, based on their original date of hire; and
- If January 1 occurs during the probationary period, the employee shall additionally receive the full annual allotment of PTO
- Any leave advanced during the probation period will be deducted from the PTO award to which the employee later becomes entitled.

Employees will not accrue PTO while on unpaid leave.

PTO carryover will be limited to 60 days.

Employees who work a Coalition-recognized holiday with the approval of their supervisor will receive an additional day of PTO.

Employees will be allowed once a year to cash out up to 10 days of accrued PTO. Employees wishing to cash out PTO must submit a request on or before September 1 of the prior year, with the amount of PTO they intend to cash out and the pay period in which the cash out will be paid. Employees may request on or before September 1, 2014 for cash out during calendar year 2015. In order to ensure compliance with IRS and other applicable regulation, procedures for cash out will follow the policy established by Kaiser Permanente for cash out of vacation / PTO / ETO for KP employees.

In the event an employee is separated from employment, except for cause, the employee may choose a lump sum payment for their remaining unused PTO or may use the remaining PTO until it is exhausted. No additional PTO or ESL is accrued when exhausting remaining unused PTO under this provision.

PTO will only be cashed out on separation from employment or on submission of a timely request as outlined above.

Employees may voluntarily elect to donate accrued PTO to another Coalition employee on a 1:1 basis (one day of donated PTO entitles the receiving employee to one day of PTO regardless of any difference in pay rate between the donating and receiving employees).

Article 14 Extended Sick Leave

Employees will be eligible to use Extended Sick Leave (ESL) days as follows:

- Starting on the 4th consecutive day of absence due to illness (the first three days are charged to PTO.)
- From the first day of illness in the event of admission as a patient to a medical facility.
- From the first day of illness in the event of a scheduled outpatient procedure, with prior notice and document.

Employees will accrue 8 days of Extended Sick Leave on January 1 of each calendar year. Employees will not accrue ESL while on unpaid leave. On hiring, employees will be credited with a pro-rated amount of ESL for the calendar year in which they are hired.

Extended sick leave will carry over without limitation.

Unless otherwise mutually agreed as a result of the discussions provided for in the memorandum of understanding, Extended Sick Leave will not be cashed out.

As part of the transition to an Extended Sick leave system, on January 1, 2015, employees will be credited with an initial ESL balance of 12 days for each completed year of service with the Coalition. Only actual service as a Coalition employee is counted for this purpose. This is a one-time credit for transition, and is in addition to the allotment of 8 days for 2015.

When an employee qualifies for Short-term Disability coverage or Long-term Disability coverage, s/he may elect to use accrued ESL on a pro-rated basis to supplement the payments made under the disability coverage up to 100% of the employee's regular rate of pay. In the event ESL is exhausted, and the employee remains in disability status s/he may elect to use accrued PTO time on a pro-rated basis to supplement disability payments up to 100% of the employee's regular rate of pay.

When medical documentation is requested, the employee will provide a medical certificate/recommendation that the employee is incapable of performing work, which shall include the expected return to work date

When possible, employees will schedule their medical/dental appointments with the least impact on work operations.

Article 15 Wages

All bargaining unit employees shall receive an Across-the-Board (ATB) pay increase beginning April 1, 2014 and on each subsequent April 1st throughout the life of this agreement. The ATB awarded on each April 1st shall be based upon the weighted average by FTE of yearly pay increases negotiated in CKPU/Kaiser Permanente National Agreement as defined as follows:

(The beginning wage in each of the employment classification shall be mutually adjusted upon the completion of the job evaluation/compensation study).

Example:

COALITION OF KAISER PERMANENTE UNIONS, AFL-CIO
Weighted Average ATB using Headcount Method

Headcount Method

(A) Job Category	(B) Headcount*	(C) % Total Headcount	(D) ATB**	(E) Weighted ATB
RN (1)				
CA & ROC Employees (2)				
Totals (3)				

NOTES:

* Use actual Year-End Headcount Data

** Use actual ATBs

**STEP ONE, Calculating Job Category Headcount as percent of Total Headcount
(Column C)**

Description	Formula
Divide the Headcount of a Job Category (Column B) by the Total Headcount (Cell B3). State as a percent.	$C1 = (B1/B3)$ $C2 = (B2/B3)$

STEP TWO, Calculating Weighted Average ATB

Use the values for C1 and C2 calculated above in the formula below. Values D1 and D2 represent actual ATB Data.

FORMULA:

Weighted Average ATB = $(C1 \times D1) + (C2 \times D2)$

Administrative Associate

Range: \$81,098.16 – \$88,037.56

National Program Coordinator
National Program Coordinator, Membership Growth
National Program Coordinator, Total Health
National Program Coordinator, Research
National Program Coordinator, Communications
National Program Coordinator, Innovation
National Program Coordinator, Labor Relations
National Director, Occupational Safety and Health
National Coordinator
Range: \$103,894.44 - \$124,712.12

Associate National Coordinator
Communications Organizer
Range: \$77,094.16 - \$102,824.28

Accountant
Range: \$85,904.00 - \$102,278.80

Director of Education and Transformation
Range: \$116,863.24 - \$138,913.84

Meeting and Conference Planner
Range: \$89,588.20 - \$103,894.44

Senior National Coordinator
Range: \$110,887.40 - \$131,810.12

Article 16 Home Office

Employees who are required to perform work from home will be supplied with all necessary telecommunications equipment for business use and reimbursed for telephone and Internet connectivity charges.

Article 17 Travel Expenses

Employees will be reimbursed in accordance with the Coalition Business Travel Policy as negotiated.

Expenses incurred for use of personal automobile for Coalition business shall be reimbursed at the IRS specified mileage rate.

Cash advances will be supplied to Administrative staff in anticipation of out of pocket expenses in connection with coordinating meetings and conferences.

Article 18 Employee Welfare

The employer will continue to provide an employee welfare payment which shall be one weeks salary each year. Such payment shall be made each December.

Article 19 Work Schedules

The nature of the work requires irregular and often unpredictable schedules. The staff members are considered FLSA exempt salaried employees who will manage their own time, subject to fulfilling program needs and operational requirements.

The work of Administrative Associates, who are paid overtime under FLSA have a more regular Monday-Friday work schedule. Such non-exempt personnel may at times work hours other than or in addition to a typical Monday-Friday work schedule. In such cases, the following provisions will apply:

- A. All overtime is strictly on a voluntary basis.
- B. When Administrative Associates are working on a priority project that must be completed that day it is expected that the Administrative Associate would exercise judgment to use overtime to complete the priority not to exceed 30 minutes.
- C. Except as provided in B above, any time greater than 30 minutes worked by Administrative Associates above and beyond the regularly scheduled hours in a single workday must be authorized in advance. Authorization may be provided verbally.
- D. All authorized work hours performed by Administrative Associates in excess of 35 hours within one calendar week will be compensated at 1.5 times their normal hourly rate.
- E. All authorized work hours performed by Administrative Associates on Sunday shall be compensated at two (2) times their normal hourly rate. All authorized work performed on Holidays shall be compensated for at two (2) times their normal hourly pay, in addition to his/her holiday pay.
- F. When Administrative Associates are required to travel to other locations outside the Washington, DC metropolitan area for meetings or conferences, the majority of travel time must take place during normal workday hours. If the majority of travel time cannot be arranged within the normal workday hours, the Administrative Associates are to consult with their supervisor on final arrangements. All authorized work hours performed by Administrative Associates while in such other meeting or conference locations that exceed 35 hours will be compensated at 1.5 times their hourly rate.
- G. There shall be no duplication or pyramiding of overtime/premium rates under these provisions.

- H. The time and attendance records will be submitted on a weekly basis by headquarters staff and a monthly basis by field staff and signed by the appropriate manager.

Article 20

Seniority, Vacancies, Reduction in Force, and Recall

A. Seniority

- a. Definition and application of seniority
- (1) Bargaining Unit seniority shall be defined as continuous service with the Coalition from the date of hire. Bargaining unit seniority shall apply for the purpose of determining accrual of benefits.
 - (2) Classification seniority shall be defined below, and shall apply to vacation scheduling, reduction in force (RIF), recall, and filling of vacancies. There shall be two types of classification seniority:
 - (a) Office: all employees who are employed in the departments of administration and finance
 - (b) Field: all other employees (Directors, National Coordinators, National Program Coordinators, Senior National Coordinators)

B. Vacancies

- a. Vacancy announcements and the job classifications will be distributed to current staff and the Union Steering Committee seven (7) days prior to being advertised publicly
- b. The parties recognize the unique nature of our work and that certain positions may require a unique set of skills and qualifications. Whenever necessary, the parties agree to engage in an interest based discussion about the need for flexibility in the filling of vacant positions, "Flexibility" shall be defined by reference in Article **10**, entitled "Decision Making and Flexibility".
- c. If the parties cannot reach agreement on applying flexibility to the vacancy, then management may make a decision and the Union reserves the right to grieve that decision.

C. Reduction in Force (RIF)

In the event a Reduction in force (RIF) is being contemplated, the Coalition will engage the Union leadership in a discussion to explore potential alternatives to conducting a RIF. The intent is to reduce the potential negative impacts on both the organization and the employees (pre-bumping).

- a. In the event the Employer determines that a Reduction-In-Force (RIF) is necessary, the Employer will provide the Union with a minimum of 60 days written notice of its decision. During the notification period, representatives of the Employer and the

Union will meet as soon as practically possible to review the need for such layoff(s) and to explore other options available to avoid such layoffs.

- b. When proceeding with a RIF, the Employer will first seek volunteers who will be considered on the basis of seniority for a “voluntary” separation. The most senior employee(s) who accepts such layoff will be granted the voluntary layoff if the remaining work can be reassigned and covered by the remaining employees within the affected classification.
- c. In the event no or insufficient volunteer(s) step forward, the principle of classification seniority shall govern, with the least senior employee in the classification being RIFed first within the impacted classification. Those bargaining unit members subject to a RIF shall be eligible for 10 additional days of unused vacation leave added to their vacation bank which may only be used as part of termination benefits and may not be used as additional time off.
- d. If an employee in one classification is subject to a RIF, he/she can displace the least senior person in the same classification provided that they qualify for that position. Whenever necessary, the parties agree to engage in an interest based discussion about the need for flexibility in the filling of the displaced position. If the parties cannot reach agreement on applying flexibility to the vacancy, then management may make a decision and the Union reserves the right to grieve that decision.
- e. If there is more than one position in which an employee “qualifies”, she/he may bump the least senior employee in the same classification from among those positions. “Qualifies” shall be defined as having the skills and knowledge and a demonstrated ability to perform the scope of the work for which they apply. The skills and knowledge may have been gained prior to her/his employment with the Coalition. There will be a three-month period from when they begin work in the new position to demonstrate adequate skills to succeed in the new position. If at the end of this three-month period they do not demonstrate adequate competency, they will not be allowed to displace another employee and will be RIFed.

D. Recall

- a. Employees who have been RIFed shall be allowed to assert their classification seniority to bid for vacancies for which they qualify, consistent with section 3.d. and 3.e. above.
- b. If at the end of three months they do not acclimatize, they will move into lay-off status. They may not bump another employee. The displaced employee may be recalled after three months if the former does not qualify. Alternatively, they may also exercise classification seniority rights if they meet the above criteria. Recall shall be on the basis of classification seniority.

E. Health insurance after RIF

Employees who are RIFed will be covered for full health and welfare benefits (through Employer payment of COBRA premiums) for a period of up to six (6) months from the date of layoff. If employment is not gained in the six (6) months, this period of coverage will be extended for an additional three (3) months.

Article 21 Grievance Procedure

The parties agree to strive to solve all problems at the lowest level possible. Effective problem solving is a sign of a mature and committed organization. Anytime after a grievance has been filed, the Union may invoke the Issue Resolution process. (IR) The time limits of the grievance process will be suspended until the IR process has been completed. If no resolution has been reached, the time limits will resume at the same point in the procedure where the time limits were suspended.

1. Grievances shall be first raised with the employee's immediate supervisor. The parties agree that a grievance form is available to the Union and employees and all are encouraged to use it. The employee must file the grievance within 30 calendar days of the date the employee became aware of the issue or event to be grieved.
2. If the incident is considered to be egregious by the Coalition, the Union may file the grievance with the executive director in order to expedite the process.
3. Upon receipt of the step 1 grievance by the management, a meeting to discuss the grievance will be scheduled within 10 calendar days.
4. If the step 1 grievance is not resolved, management will provide a written response to the step 1 grievance within 10 calendar days.
5. The Union and employee will have 10 calendar days from receipt of the response to file at step 2. (Executive Director)
6. Upon receipt of the step 2 grievance, management will schedule a meeting within 10 calendar days to discuss the grievance.
7. If the step 2 grievance is not resolved, management will provide a response within 10 calendar days.
8. The Union will have 10 calendar days from receipt of the management's step 2 response to invoke arbitration.
9. Time limits may be extended only by mutual agreement and in writing.
10. If the Union fails to meet any of the time limits to process any grievance, the grievance will be terminated.

11. If management fails to meet any of the time limits to process any grievance, the Union may elevate the grievance to the next step or invoke arbitration.

12. In all instances, the Union will notify management when the Union invokes arbitration.

Article 22

Pre-Tax Shelter Plan for Medical and Child Care Expenses

The employer agrees to jointly investigate the rules and regulations necessary to set up pre-tax shelter plans so that employees can contribute pre-tax dollars for health care and childcare expenses. If the establishment of such accounts is not unduly burdensome, the employer will establish such accounts for employee contributions.

Article 23

Temporary Employment

Temporary administrative staff employment is limited to 90 days, and permanent staff will participate in decisions about temporary personnel and work assignments.

Article 24

Employee Development, Training, and Education

1. The parties agree that a process should be in place in order for staff to access any available funding for employee development, training and education. The process will be communicated to employees through e-mail and staff meetings.
2. Requests to attend education and/or training opportunities will be evaluated by the following criteria:

The education/training will improve or enhance job performance

The education/training will provide skills necessary to perform their current job

The employee will benefit from the education/training

The education/training will provide an opportunity for advancement

3. If an employee is interested in an education/training opportunity, they should discuss the opportunity with their immediate supervisor. Whenever possible, the employee will make the request in writing, at least 60 days in advance of the beginning of the course(s)/class(es), to the Director, Human Resources and Administrative Operations. The request should include the following:

A description of the course(s)/class(es) to be taken. (and course(s)/class(es) brochure/website, if available)

The schedule for the course(s)/class(es)

The cost of the course(s)/class(es)

A brief description of how the course(s)/class(es) meets some or all of the criteria above.

All requests will be submitted to the Executive Director for approval.

4. A supervisor may make recommendations for employee development, education and training. The supervisor will discuss the opportunity for education/training with the employee and work together to schedule the education/training opportunity. The supervisor and employee should jointly submit the request as described in (3) above.
5. Employees will provide the Director, Human Resources and Administrative Operations with evidence of successful course completion. (certificate/certification/or other official notification).

Article 25 Leaves

Unless otherwise agreed upon, five days of paid leave will be provided for death in the family (including domestic partners), and jury duty.

Upon the birth or adoption of a child, an employee will be entitled to a paid leave with benefits of up to six weeks, and an additional unpaid leave without benefits for up to six months.

Unpaid leaves of absence without benefits may also be granted for urgent and substantial personal reasons for up to six months.

Article 26 Commute Benefit

Headquarters employees will be offered public transportation commuting costs or parking up to the limits of IRS regulations.

Article 27 Use of Equipment and Internet

Employees may utilize Coalition provided computers, internet and telecommunications devices in accordance with the e-mail and internet usage policy.

Article 28 Term

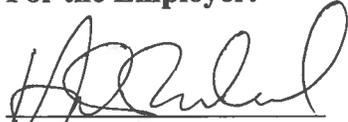
This Agreement is effective as of April 1, 2014 and shall continue in effect through March 31, 2017. It shall be automatically renewed and extended from year to year thereafter unless either

party serves notice in writing upon the other party not less than ninety days prior to the end of its then term of its desire to terminate or amend this Agreement.

Article 29
Living Agreement

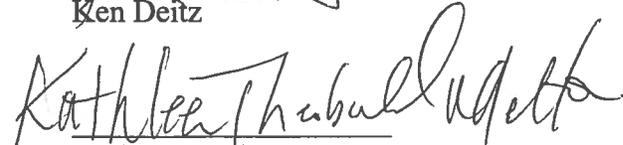
Should either party to this Agreement desire to amend the Agreement, the other party will enter discussions of the proposed amendment with the intent to reach mutual agreement; however neither party shall be required to agree to any modifications.

For the Employer:


Dal Ruddick

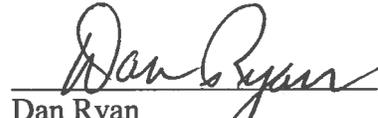

Dianne Dunlap


Ken Deitz

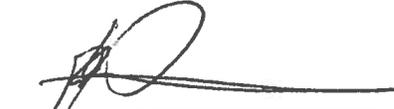

Kathleen Melton

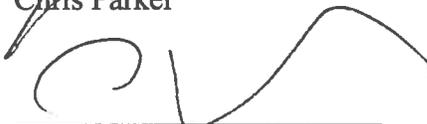
For the Union:

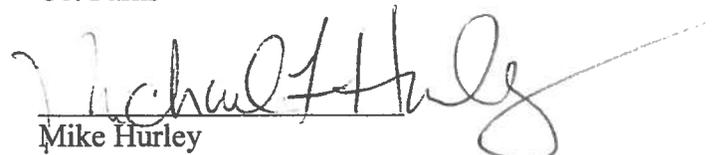

John Kolodny


Dan Ryan


Carol Hinton


Chris Parker


Cet Parks


Mike Hurley