



AGREEMENT

BETWEEN

*COMMUNICATIONS
WORKERS
OF AMERICA*

AND

*CATALYST DOMESTIC
VIOLENCE
SERVICES, INC.*

AGREEMENT
between
COMMUNICATIONS WORKERS OF AMERICA
and
CATALYST DOMESTIC VIOLENCE SERVICES, INC.

The articles and provisions made and entered into this 7th day of March 2008, 2008, constitute a bilateral and binding Agreement (hereinafter referred to as “Agreement”) by and between the Board of Directors of Catalyst Domestic Violence Services, Inc. (hereinafter referred to as “Board”, the “Employer”, or as “Catalyst”) and Communications Workers of America (hereinafter referred to as “Union”).

PREAMBLE

The Employer and the Union have a common and sympathetic interest in the welfare of our community. Both parties recognize the benefits to be realized from harmonious relations between them and the advantages of peaceful adjustment of any differences. Furthermore, both parties recognize the Catalyst, and its employees have a shared commitment to providing the best service to its clients and the community. To accomplish this end, the Employer and the Union enter into this Agreement, pledging their good faith to cooperate to accomplish fair and peaceful adjustment of disputes which may arise without interruption of the Employer’s services.

ARTICLE I
RECOGNITION

- 1.1 The Employer agrees to recognize the Union as the exclusive collective bargaining representative, with respect to rates of pay, hours of work, and other conditions of employment, for those employees in the unit certified by the National Labor Relations Board in Case No. 20-RC-17556 (Appendix 1). The Union agrees that it will represent fairly and diligently all employees for whom it is the collective bargaining representative.
- 1.2 Employer agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations. The Union agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Employer, or with persons not officially designated by the Employer as its representative(s).
- 1.3 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Employer policies, and practices and over state law to the extent

permitted by state law; provided, however, that unless inconsistent with this Agreement, the Employer's current Personnel Policy shall remain in force and in effect.

ARTICLE II **MANAGEMENT RIGHTS**

- 2.1 It is understood and agreed that the employer retains all of its powers and duties to direct, manage, control to the full extent of the law as limited only by the specific and express terms of this agreement. Such powers and authority are exclusive to the employer and include but are not limited to, all the following: power and authority to determine its organizations; the power and authority to direct its employees; the power and authority to determine the time and hours of operation; the power and authority to determine the kinds and levels of services to be provided; the power and authority to establish the policies, goals and objectives of the employee, subject to meet and confer if applicable; the power and authority to determine the method and means of providing those times and levels and services; the power and authority to ensure the rights of clients; the power and authority to determine staffing levels and staffing patterns; the power and authority to build, move facilities, the power and authority to establish budget procedures and to determine budgetary allocation; the power and authority to determine the methods of raising revenue; the power and authority to contract out work according to law, subject to meet and confer if applicable; the power and authority to hire, classify, assign, reassign, transfer, evaluate, promote, lay-off, terminate and discipline employees and to determine the effects and impact of any action implementing these rights; the power and authority to take immediate action necessary to protect the safety of the agency, staff and/or clients; the power and authority to take action on any matter in the event of an emergency, defined as an unforeseen combination of circumstances calling for immediate action.

ARTICLE III **UNION RIGHTS**

- 3.1 **Information** - The Union shall be provided with information which is necessary for it to represent its members, as provided by law, and shall be provided with materials and data that are available to the public.
- 3.2 **Board Policies** - The Board shall provide the Union with one (1) book of Board Policies and one (1) book of Administrative Regulations. During the term of this Agreement, the Board shall provide copies to the Union of any changes, additions, alterations, or deletions to each document.

- 3.3 Board Agenda and Minutes - The Board shall furnish the Union with one (1) copy of all official Board minutes and one (1) copy of each Board agenda packet, excluding all confidential information or materials as defined by applicable law.
- 3.4 Employee List - The Employer shall provide the Union with the names, home addresses and telephone numbers of bargaining unit members at intervals not to exceed once per fiscal year upon request of the Union. Newly hired bargaining unit employees' names, home addresses and telephone numbers shall be furnished upon hire to the Union during the life of this Agreement.
- 3.5 Union Material - The Union may distribute organizational literature on the Employer's property, provided there is no interference with the employees while they are performing their duties.
- 3.6 Bulletin Boards - The Employer shall provide a suitable location for a Union Bulletin board to be placed in its' Business Office location, and "Shelter" location. Space provided will be no larger than two foot by three foot. Communications placed will be dated and bear Union identification as the distributor.
- 3.7 Negotiations Release Time - A maximum of two (2) authorized unit members of the Union Bargaining Committee shall be released from their regular work duties, without pay, if negotiations meetings with management are scheduled during working hours of the unit members involved.
- 3.8 Distribution of Agreement - After the execution of this Agreement, the Employer shall print or duplicate and provide a copy of this contract to every employee in the bargaining unit.

ARTICLE IV **NON-DISCRIMINATION**

- 4.1 It is the policy of the Employer and the Union not to discriminate against any unit employee in violation of Federal and/or State law because of race, religion, sex, color, age, marital status, national origin, sexual orientation, disability or handicap, activities on behalf of the Union, or refusal to join or engage in activities on behalf of the Union.
- 4.2 Any reference to either male or female gender in this Agreement refers to both sexes and is not a limitation on the rights or privileges of members of either sex.

ARTICLE V
CATEGORIES OF EMPLOYEES

- 5.1 All regular full-time and regular part-time employees within the classifications set forth in Appendix 2 herein shall be fully covered by and be subject to all of the terms and conditions of this Agreement, as otherwise expressly provided in this Article or in other provisions of this Agreement.
- 5.2 Regular Full-time Employee - A regular full-time employee is one who is regularly scheduled to work forty (40) hours per payroll week.
- 5.3 Regular Part-time Employee - A regular part-time employee is one who is regularly scheduled to work at least ten (10) hours, but less than forty (40) hours per week.
- 5.4 Part-time Employee - A part-time employee is one who is regularly scheduled to work less than 10 hours per week. Part-time employees do not receive any fringe benefits including sick leave, vacation, holiday pay, bereavement leave and health benefits.
- 5.4.1 Counseling Interns (employees providing counseling services as part of a supervised MFCC program) Counseling Interns are considered “Part-time Employees” notwithstanding the number of hours they work per week
- 5.4.1.1 Counseling Interns receive fringe benefits, including vacation, holiday pay, bereavement leave, excluding health benefits.
- 5.5 Introductory Employee - An employee who has not successfully completed an introductory period of employment (90 days), or any extension thereof. Such employees are considered at-will, as defined in section 11.
- 5.6 Temporary Employee- Temporary Employees do not receive any fringe benefits, including sick leave, vacation, holiday pay, bereavement leave and health benefits. Temporary employees include the following:
- 5.6.1 Work Study Students
- 5.6.2 Temporary Aide to Needy Family (TANF) Employees
- 5.6.3 Court Community Service Employees
- 5.6.5 Special Assignment Employees
- 5.6.5 Interim Employees

- 5.6.6 Any employee not intended to become regular.
- 5.7 Should any new classification be established which involves work within the scope of the bargaining unit and which is non-supervisory in nature, it shall be considered in the bargaining unit. The Union and the Employer shall meet to negotiate an appropriate rate of pay for the new classification. The Employer shall furnish the Union information regarding the work to be performed prior to the above negotiation meeting.

ARTICLE VI **DISCIPLINE**

- 6.1 The Employer may discipline any employee. The Employer shall give a notice of the proposed disciplinary action to the employee and, on the same day to a Union Steward. Such notice will include a statement of the reason for the proposed action and the charge(s) being considered.
- 6.2 The employee shall have the right to respond, within five (5) working days, in writing to the employee's supervisor concerning the proposed action. The employee's response will be attached to the disciplinary notice if the disciplinary notice is placed in the employee's personnel file.
- 6.3 Except for serious offences, which could include felony or misdemeanor conviction involving moral turpitude, dishonesty, or fraud in securing appointment, insubordination, breach of client confidentiality, unprofessional conduct, substance abuse, the Employer shall recognize and abide by the practice of progressive discipline which may include the use of verbal warning(s), written warning(s), and/or suspension(s) prior to discharge, depending on the seriousness of the offense and the circumstances.

ARTICLE VII **GRIEVANCE PROCEDURE**

- 7.1 All complaints, questions, disputes or grievances as to the interpretation, application or performance of the terms of this Agreement, including disputes as to whether a matter is a proper subject of the grievance procedure and other disputes as to arbitrability, shall be resolved in the following manner.

- 7.2 All grievances involving suspension or discharge shall proceed directly to Step 3 of the grievance procedure by the Union's submitting a written grievance and a request for a Step 3 meeting to the Executive Director within ten (10) workdays of the suspension or discharge. The grievance procedure shall not act to suspend or toll the imposition of discipline.
- 7.3 Step One - Informal - As the initial step, the employee or, when the matter does not involve an individual employee or employee(s), the steward shall first attempt to discuss and resolve the matter with the immediate supervisor.
- 7.4 Step Two - Should no settlement be reached between the parties as a result of the informal process in Section 7.3, the employee or steward may initiate a formal written grievance within fifteen (15) workdays after the date of the action complained of, or of the date the employee or the Union became aware of the incident giving rise to the grievance. The written grievance shall be presented to the grievant's immediate supervisor. A meeting shall be held between the Union representative and the immediate supervisor within five (5) workdays of the receipt of the grievance, or as soon thereafter as a meeting can be scheduled. The Employer shall reply in writing to the Union within five (5) workdays of the Step 2 meeting, setting forth the Employer's position.
- 7.5 Step Three - If the matter is not resolved under Section 7.4, the Union may request a Step 3 meeting between the Executive Director and the Union representatives. Such request shall be made in writing within ten (10) workdays of the Union's receipt of the Employer's reply to the Step 2 meeting. The Step 3 meeting shall be held within five (5) workdays of the Employer's receipt of the Union's request for a Step 3 meeting, or as soon thereafter as the meeting can be scheduled. The Employer shall reply in writing to the Union within five (5) workdays after the Step 3 meeting, setting forth the Employer's position concerning the grievance. The decision of the Executive Director may be reviewed as set forth in Step Four.
- 7.6 Step Four - Step Four - If an employee believes that the Executive Director has acted beyond his or her authority, has acted (or has failed to act) in an arbitrary and capricious manner, or is otherwise causing detriment to Catalyst, the employee and his or her representative may bring such matter directly to the Board of Directors. The employee and his or her representative shall set forth the complaint in writing. The Board shall grant a hearing on the manner within 30 days of receipt. The Board, in its discretion, may delegate the hearing to a Board subcommittee of at least three members. The Board, or the subcommittee, shall conduct the process of the hearing in the manner it deems appropriate. The employee and his or her representative shall have the opportunity to address the Board or the subcommittee directly. The decision of the Board or the subcommittee shall be final and binding.

- 7.7 The time limits set forth in this Article may be extended by mutual agreement. Absent such agreement, a party's failure to observe the time limits set forth in this Article shall result in the grievance being settled in favor of the other party unless the failure to respond is reasonably justified.

ARTICLE VIII
HOURS OF WORK AND OVERTIME

- 8.1 Daily hours of work for employees shall be assigned as required to meet the operational requirements of Catalyst. Employees may request alternative schedules with their immediate supervisor. If denied, the request may be submitted to the Executive Director for review. The granting of such alternative schedules is discretionary.
- 8.2 The regular workweek shall consist of forty (40) hours within five (5) consecutive days.
- 8.3 The regular workday shall consist of eight (8) consecutive hours, exclusive of an unpaid lunch period of not more than one (1) hour.
- 8.4 Employees shall be given one (1) paid fifteen (15) minute rest break for each four (4) hour work period. The Employer will make reasonable efforts to enable employees to take such breaks at the middle of the four (4) hour work period.
- 8.5 Overtime at the rate of one and one-half (1½) times an employee's basic hourly wage rate shall be paid for all work performed in excess of eight (8) hours in any workday, and for all work performed in excess of forty (40) hours of work during any workweek, except as provided for in paragraph 8.8, below. Overtime in excess of twelve (12) hours in a workday or more than eight hours on the seventh working day in a work week shall be paid at the rate of two (2) times the employee's basic hourly wage rate. Time paid for but not worked will not be considered when computing overtime.
- 8.6 When an employee is "on-call", the employee shall be paid \$2.00 per hour for all hours while on such duty. If the employee must travel as a result of being on-call, the actual time the employee spent on such duty shall be paid at the rate of one and one-half (1 ½) times the employee's basic hourly wage rate. The employee shall also be paid for the actual number of miles traveled at the current IRS allowable rate.
- 8.7 On-call activity is to be recorded on an "On-call Activity Log" form and submitted with the employee's time sheet for that pay period.
- 8.8 Request for make up time. Employees may request Make Up Time in advance in

order to have scheduled time off for personal obligations. Employees may not work more than eleven (11) hours in one workday nor more than forty (40) hours in one workweek. Requests will be made in writing using the “Make Up Time Request Form” at least 24 hours prior to the time actually taken off or the actual make up time is worked, whichever is first.

ARTICLE IX
VACATIONS & HOLIDAYS

- 9.1 Paid vacation time will be granted to each eligible employee.
- 9.2 Regular full-time employees shall accrue vacation days at the rate of one day of paid vacation every ten (10) weeks, for the first year of employment, up to a total of five (5) days. For years two and three regular employees will accrue leave with pay at the rate of approximately one day every five (5) weeks, for a total of ten (10) days per year. For subsequent years regular employees will accrue leave with pay at the rate of approximately one day every three (3) weeks, for a total of fifteen (15) days per year. Vacation may be accumulated only to a total of twenty (20) days. Vacation time will not be accrued over that amount; any amount over that amount will therefore be lost. Once an employee who has reached his or her maximum number of accruable days uses some vacation, he or she shall again accrue up to the maximum of twenty (20) days.

Regular part-time employees shall receive holidays, vacations, sick leave and other similar time-off benefits at a ratio determined by the actual number of hours worked.

- 9.3 Vacation days and weeks may be taken as they are accrued by the employee, subject to the approval of the supervisor. The supervisor shall take into consideration the wishes of the employee and the needs of the agency.
- 9.4 If a Federal or State holiday occurs within a vacation period, an additional vacation day with pay shall be credited to the employee. Such compensating days may be scheduled by the employee to be taken at any time after the actual holiday occurs, subject to the approval of the supervisor.
- 9.5 Regular Full-Time Employees shall have the following Federal or State holidays off and shall receive eight (8) hours straight-time pay therefore. Regular Part-Time Employees shall receive the number of hours for which they were scheduled at the straight-time rate.

New Year’s Day	Martin Luther King Jr.
	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
Caesar Chavez	President’s Day

- 9.6 If any of the above holidays falls on a Saturday, the paid holiday will be on the preceding Friday. If the holiday falls on a Sunday, the paid holiday will be on the following Monday.
- 9.7 Employees are required to properly record on time cards the particular type of leave-time taken and attach the completed absence report form, attached as Exhibit 1. This requirement applies to all leaves.

ARTICLE X **LEAVES OF ABSENCE**

10.1 Bereavement Leave

10.1.1 Regular full-time and regular part-time employees will be granted paid absence for up to three (3) working days in the event of the death of an immediate family member. Additional time may be approved by the Executive Director.

10.1.2 For purposes of this section “immediate family” shall mean spouse or domestic partner; natural, step or legal child; parent, brother or sister, grandchild; grandparent; mother-in-law, father-in-law, brother-in-law, and sister-in-law.

10.1.3 Regular Full-Time and Regular Part-Time employees are eligible for bereavement leave after following the successful completion of their introductory period, or any extension thereof.

10.2 Sick Leave

10.2.1 Regular Full-Time Employees shall accrue sick leave at the rate of eight (8) hours per month. Regular Part-Time employees shall accrue sick leave at a ratio determined by the actual number of hours worked.

10.2.2 The employee’s supervisor may request a medical certificate or other substantiation should three consecutive days of absence be requested and/or in the case of suspected sick-leave abuse.

10.2.3 Regular Full-Time and Regular Part-Time Employees who have passed the probationary period may utilize sick leave not yet accrued, not to exceed six (6) days; provided, that it is understood that such use is an advance of sick leave, and that employees so provided with the advance agree to reimburse Employer upon employment termination to the extent that they have utilized such advanced sick leave prior to its accrual.

- 10.2.4 Should an employee become ill while on vacation, the employee may have the period of illness charged to her/his accumulated sick leave instead of vacation time provided that the employee upon return to duty immediately requests such in writing to the employee's supervisor along with a statement from the employee's physician stating the nature and date of the illness.
- 10.2.5 Regular employees may use sick leave for the care of those listed in 10.1.b above who are ill, injured or pregnant and who are living in the employee's household, or for medical & mental health appointments.
- 10.2.6 An employee may request sick leave in advance. Such requests shall be made in writing to the employee's supervisor, who has sole discretion to either grant or deny the request.
- 10.2.7 An employee may use up to three sick days per year as personal necessity days.

10.3 Jury and Witness Leave

- 10.3.1 Employees who are called or required to serve as trial juror, or who are served with a subpoena which compels their presence as a witness shall be entitled to be absent from duties during the period of such service.
- 10.3.2 No deductions shall be made from the wages of an employee while on jury duty if she/he has waived or remitted to the agency the fee for jury duty. If he/she has not so waived, or remitted the jury fee, she/he shall be paid only for the time actually worked in her/his regular position.
- 10.3.3 Employees shall notify their supervisor immediately upon receiving notice of jury duty or call as witness.

10.4 Leaves of Absence Without Pay

- 10.4.1 Employees desiring a leave of absence shall request such leave in writing, stating the reason for the request, from the employee's supervisor. The Executive Director may grant a regular employee leave of absence without pay for a period not to exceed one month.
- 10.4.2 Leaves will normally be for less than one (1) month unless extended by the Board of Directors.
- 10.4.3 Upon return from a leave of absence, except as required by law, the employee may be placed in the same or similar position. If no position is vacant the employee may be offered the next available position for which

they are qualified. If the employee does not accept the available position for which they are qualified, they will be considered to have voluntarily resigned.

- 10.4.4 Maternity/Paternity leaves will be granted if applied for in writing. In no case shall such leave be in excess of four (4) months, unless approved in writing by the Executive Director.

ARTICLE XI **EMPLOYEE EVALUATIONS**

11.1 Introductory Period

11.1.1 The first 90 days after an employee has been hired shall be an introductory period during which she/he will be considered to be in training. This period is an extension of the examination process, and the employee's performance shall be carefully observed. Fifteen days prior to the third month anniversary date of hire, the employee's performance shall be formally evaluated. If the employee's performance has been satisfactory, and if advancement to regular status is warranted, the supervisor shall so state in the employee evaluation. The employee shall then be put on regular status on the first day of the payroll period during which her/his third month anniversary falls. If the employee's performance has not been satisfactory, the direct supervisor shall so state in the employee's evaluation report. Introductory employees receiving an unsatisfactory evaluation report may be terminated immediately. Introductory periods may be extended under certain circumstances upon recommendation of the immediate supervisor. Such extensions shall be for no longer than an additional 90 days.

11.2 Rejection During Introductory Period

11.2.1. Introductory employees are at-will employees and may be terminated at any time with or without a reason and without the right to appeal. Notification of termination shall be given in writing.

11.2.2 Introductory employees may be terminated at any time and with or without any of the evaluations set forth herein.

11.3 Employee Performance Evaluation Schedule

11.3.1 Formal employee evaluations shall be conducted by the employee's direct supervisor, as follows:

- 11.3.1.1 Fifteen (15) days prior to the end of their probationary period.
- 11.3.1.2 Fifteen (15) days prior to the end of one (1) year of employment.
- 11.3.1.3 Annually thereafter, fifteen days prior to the employee's anniversary date.
- 11.3.1.4 Additionally as requested by the employee's supervisor.

11.4 Review with Employee

It is acknowledged that one of the prime benefits of a sound performance rating system is that it can bring together the employee and her/his supervisor in a constructive discussion of the employees work performance, progress and issues related to work performance. Therefore, each performance evaluation shall be thoroughly discussed with the employee. Both an interview with the employee and a written copy to the employee should be part of each evaluation. The employee shall sign the original evaluation to indicate that she/he has received a copy. Areas of successful performance and areas that need improvement are to be discussed so that additional training may be assigned or work assignments adjusted. The employee shall be encouraged to comment regarding her/his work performance and to sign a written statement to acknowledge that she/he is aware of the contents and of the report and has discussed it with the evaluator. The employee's signature does not necessarily mean that she/he fully agrees with the contents of the report.

11.5 Effects of Improvement Needed or Unsatisfactory Evaluation

When an employee receives an over-all improvement needed or unsatisfactory" evaluation, she/he shall be re-evaluated within three (3) months or sooner to document performance. If the employee's performance has improved to such an extent that the immediate supervisor believes it to be justified, the improvement shall be indicated on the report, and the employee's performance will be considered satisfactory.

ARTICLE XII **COMPENSATION**

- 12.1 Employees shall be paid at rates reflected in Appendix 2. For fiscal year 2000-2001, increased funding, if any, shall be evaluated for compensation adjustments; such adjustments, if any, shall be wholly dependent and contingent upon continued grant funding.

ARTICLE XIII
BENEFITS

- 13.1 For those employees receiving benefits, such benefits as provided by the Employer are reflected in Appendix 3.

ARTICLE XIV
ORGANIZATIONAL SECURITY

- 14.1 Membership in the Union shall be the personal choice of each employee in the bargaining unit.
- a. Each employee who is a member of the bargaining unit on or before the effective date of this Agreement, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members beginning thirty (30) days after the effective date of this Agreement.
 - b. Any employee who enters the bargaining unit after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members beginning thirty (30) days after entering the bargaining unit.
 - c. For purposes of this section, “employee” shall mean any person entering into the bargaining unit as defined by the NLRB certification or modified bargaining unit as mutually agreed upon by the Union and Employer.
 - d. The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following the employee’s return to the bargaining unit.
 - e. The Employer may inform employees and applicants for employment of their rights and obligations under the provisions of this Article.
- 14.2 The Employer shall discharge an employee who is obligated under this section to tender periodic dues within thirty (30) days after receipt of written notification by registered or certified mail from the Union that said employee has failed to tender such dues. The Union shall submit to the Company along with the written notification a copy of the final warning to the employee for whom it seeks termination.
- 14.3 When authorized to do so by the employee, on a form mutually agreed to by the Union and the Employer, the Employer shall make payroll deductions of Union

dues in an amount as certified to the Employer by the Secretary -Treasurer the Local of the Union, and shall remit to the Secretary-Treasurer of the Local of the Union the amount so deducted each month.

- 14.4 The Employer agrees to promptly remit every month such monies to the Union, together with an alphabetical list of unit members for whom such deductions have been made, showing the amount of Union dues deducted for each employee.
- 14.5 Any changes in the amount of dues will be certified to the Employer by the Secretary-Treasurer of the Local of the Union. A certification which changes the dues shall become effective no later thirty (30) days following the date the Employer receives such certification.
- 14.6 The Union agrees to indemnify, and hold the Employer, its' agents, employees or representatives harmless from any and all claims or legal actions arising from or as a result of the implementation of this Article.
- a. The Union shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE XV **SAVINGS & SEPARABILITY**

- 15.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. The Employer and Union agree to meet as soon as possible to negotiate the impact of the loss of the invalidated, unenforceable or unlawful provision.

ARTICLE XVI **REOPENERS**

- 16.1 During the month of May for each year during which this contract is in effect, the Union may reopen the salary article for meet and confer. Provided, however, that the salary ranges now in place shall not be subject to negotiation while this contract is in effect. Rather, salary negotiations shall be limited to changes to salary within the existing salary ranges. Altering the salary ranges themselves shall be a management right.
- 16.2 During the month of May for each year during which the contract is in effect, the parties may each reopen one non-economic article.

ARTICLE XVII
SUCCESSOR AGREEMENT

17.1 No later than ninety (90) days prior to the expiration of this Agreement, the Board of Directors, upon request, agrees to begin negotiations on a successor agreement.

ARTICLE XVIII
DURATION

18.1 Term of Agreement:

This Agreement shall be effective for a period of three years from ratification.

If the Union and Catalyst have not executed a successor to this Agreement by its expiration on March 7, 2011, this Agreement shall remain in full force and effect until a successor Agreement is negotiated.

Entered into this 6th day of June, 2008.

For the Union

For the Employer

CWA Local President

CWA District 9