

COLLECTIVE BARGAINING AGREEMENT

by and between

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #5, AFL/CIO**

and

COMPUSYS OF COLORADO, INC.



January 1, 2010

to and including

August 31, 2012

This agreement is entered into between Compusys of Colorado, Inc., hereinafter referred to as the “Employer”, and Office and Professional Employees International Union, Local #5, AFL-CIO, hereinafter referred to as the “Union”.

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Union as the sole collective bargaining agency for all employees employed in office and clerical capacities, except supervisory employees and confidential employees as defined in the Labor Management Relations Act of 1947, as amended.

ARTICLE 2 – UNION SECURITY

- 2.1 Present employees covered by this agreement, and new employees hired after the date hereof, shall, as a condition of employment, become members of the Union between the thirtieth (30th) and thirty-fifth (35th) day following the date of this agreement, or the date of employment, whichever is later, and shall remain members in good standing of the Union during the term of this agreement. Good standing for the purpose of this paragraph is interpreted to mean the payment or tendering of initiation fees and periodic payment of Union dues. The Union shall notify the Employer when any of its employees ceases to be a member in good standing.
- 2.2 The Employer will notify the Union of any non-supervisory job openings and will give consideration to any qualified Union members.

ARTICLE 3 – HOURS OF EMPLOYMENT

- 3.1 Eight (8) consecutive hours between the hours of 7:00 A.M. and 7:00 P.M. exclusive of either a one-half (1/2) hour or a one hour lunch period, shall constitute a “Work Day”. Forty (40) hours, Monday through Friday, inclusive, shall constitute a “Work Week”. The Employer will establish the regular work day hours.
- 3.2 The Employer agrees not to change the hour at which the working day is presently scheduled unless such change is to continue for a period of at least two (2) weeks, or with the mutual consent of the Employer and employee for any period of time less than two (2) weeks.
- 3.3 An employee called to work shall receive a minimum of four (4) hours of work, or be paid therefore, unless shorter time is requested by the employee and agreed to by the Employer. The same condition shall apply to employees asked to work on Saturdays, Sundays, or Holidays.
- 3.4 Employees will be allowed to consume small snacks at their desks during working hours (within reason). If employees are standing around eating in the kitchen during working hours (other than during their lunch hour) their pay will be docked accordingly.

- 3.5 **MAKE-UP TIME** – Make up time means you are working additional time, not overtime, to complete your work due to having taken other time off during the week. This policy allows you to not lose your vacation or sick time or take a reduction in pay, while it allows the Employer to have uninterrupted workflow.
- 3.6 Make up time must be worked within the same work week as when the time off was taken.
- 3.7 Make-up time of one-half hour or less must be worked on the same day as the day when the time-off was taken.
- 3.8 Make-up time must have prior approval.

ARTICLE 4 – OVERTIME

- 4.1 All work performed over forty (40) hours in one week, except makeup time, as defined in paragraph 4.3 below, shall be considered overtime and paid for at the rate of one and one-half (1 ½) times the employee’s base hourly rate.
- 4.2 A week is defined as 12:01 A.M. Sunday, to 11:59 P.M. Saturday.
- 4.3 If an employee is absent from work for personal reasons with the approval of the Employer, the employee may, with the consent of the Employer, work other times to make-up the hours at the employee’s base hourly rate of pay.

ARTICLE 5 – HOLIDAYS

- 5.1 The following holidays shall be observed and the employees shall receive their regular base pay:

New Years Day	Presidents Day
Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Christmas Day

If Christmas Day falls on a Thursday, the Friday after Christmas will be observed as a holiday instead of Christmas Eve.

- 5.2 Should any of the above holidays fall on a Sunday, the holiday will be observed on the Monday following, and those falling on Saturday will be observed on the Friday preceding. In the event Christmas Day falls on a Monday, Christmas Eve will be observed on the following Tuesday.
- 5.3 After completing twelve (12) months of employment, each employee shall receive one and one-half (1 ½) days each twelve (12) months as personal time off. Personal

time off may be used in one-half (1/2) hour increments, subject to Employer concurrence.

- 5.4 All work performed on holidays shall be paid at two (2) times the employee's base hourly rate of pay, in addition to the pay due the employee for the holiday. Part-time employees, who work on holidays at the request of the Employer, will be paid at their regular base pay, plus pro-rata holiday pay.
- 5.5 New employees will be granted holiday pay while serving their probationary period. In the event the employee leaves employment of the Employer before the employee finishes the probationary period, any holiday pay paid will be deducted from their final check.
- 5.6 Part-time employees will be granted holiday pay on a pro-rata basis, with 1960 hours worked in a calendar year constituting 100%.

ARTICLE 6 – VACATIONS

- 6.1 After one year of employment, an employee shall be entitled to ten (10) Work Days of vacation with pay after each year of employment. After completing five (5) consecutive years of employment with the Employer, an employee shall be entitled to fifteen (15) Work Days of vacation per year with pay. After completing fifteen (15) consecutive years of employment with the Employer, the employee shall be entitled to a maximum of twenty (20) work days of vacation per year with pay. Only employees who were hired in 1997 or earlier shall be allowed the following: after completing ten (10) consecutive years of employment with the Employer, the employee shall be entitled to one additional Work Day of vacation for each year worked after ten (10) years to a maximum total of twenty-five (25) Work Days of vacation per year.
- 6.2 Any vacation earned over ten (10) Work Days may be taken consecutively with the first ten (10) days earned only if it is mutually agreeable to the Employer and employee.
- 6.3 Employees will be permitted to use vacation time in half day increments subject to Employer concurrence.
- 6.4 In the event an employee is laid off before the employee has completed one (1) year of employment, the employee shall be entitled to one (1) day of vacation for each month of service over six (6) months during the first year of employment.
- 6.5 Upon leaving the employment of the Employer after one year of service, the employee shall receive payment at the employee's base hourly rate of pay for accrued, but unused, vacation time the employee has earned, provided a two (2) week notice of resignation has been given to the Employer by the employee. If an employee who is terminated for any reason has willfully incurred monetary damages

to the Employer, the Employer may deduct the amount of such damages from the employee's accrued vacation pay.

- 6.6** A vacation schedule will be established each year. Employees in descending order of seniority shall designate their preference of vacation periods, providing such schedule does not unduly affect the Employer's operation. Approval of the vacation schedule shall be confirmed to the employee at least thirty (30) days prior to the employee's requested vacation date. Whenever possible, the Employer will grant vacation time as selected by the employee. Any vacation request that was not pre-approved through the vacation schedule at the beginning of the year must be requested at least two weeks prior to the date required.
- 6.7** Part-time employees shall receive a pro-rata portion of the vacation benefits with 1960 hours worked being considered a full year. Full-time employees who work less than seventy-six (76) hours in two (2) consecutive pay periods will accumulate vacation at four-fifths (4/5) of their normal accumulation. After two (2) consecutive eighty (80) hour pay periods, they will again go to one hundred (100%) percent accumulation.
- 6.8** Vacation accrued but not used shall be forfeited after eighteen (18) months from the date of accrual. Anyone who now has accrued vacation in excess of the eighteen (18) months will have until December 31, 2008 to use their excess accrued vacation.
- 6.9** At the request of the employee, the Employer, in its sole discretion, may purchase unused vacation entitlement at the base hourly rate of the employee at the time the vacation was accrued without fringe benefits.

ARTICLE 7 – SICK LEAVE

- 7.1** The Employer agrees to grant one and one-half (1 1/2) days per month with pay for sick leave. All unused sick leave may be accumulated to a maximum of forty five (45) days. Sick leave will accrue only while an employee is at work, on vacation or on sick leave. No time will accrue while an employee is on any leave of absence without pay.
- 7.2** Sick leave may be used for personal illness, dependent illness, or urgent family matters. Such time may not be used to extend vacation or be used in conjunction with Holidays, and time off must be taken in a minimum of one-half (1/2) hour increments.
- 7.3** New employees shall not be entitled to sick leave during the first ninety (90) days of employment. However, immediately upon the completion of ninety (90) days of employment with the Employer, the employee shall be credited with three (3) days sick leave if the employee continues in the employ of the Employer.

- 7.4 Part-time employees shall receive a pro-rata portion of the sick leave with 1960 hours worked in a year as 100%. Full-time employees who work less than seventy-six (76) hours in two (2) consecutive pay periods will accumulate vacation at four-fifths (4/5) of their normal accumulation. After two (2) consecutive eighty (80) hour pay periods, they will again go to one hundred (100%) percent accumulation.
- 7.5 In the event an employee is absent due to illness, the Employer shall be entitled to request and receive, from the employee, a statement from a medical doctor certifying the medical disability or to request and receive other evidence of illness acceptable to the Employer.
- 7.6 If an employee claims sick leave or leave for an emergency situation or urgent family matter and is found to have taken time off for reasons other than illness, emergency situation, or urgent family matter, or to have otherwise misrepresented the basis for claiming sick leave, the Employer may dismiss the employee, or at the Employer's discretion, deduct from the employee's pay any payment made for the time taken off on account of the alleged sickness.
- 7.7 If an employee becomes sick or disabled while on vacation, the employee will be reverted to sick leave if such sickness is for three or more consecutive days or requires hospitalization. The Employer may request a doctor's certificate or other proof of illness or disability.

ARTICLE 8 – JURY DUTY

- 8.1 In the event that it is necessary for the employee to serve on Jury Duty, the employee shall incur no reduction in pay, in accordance with the following:
- Pay for Jury Duty will be limited to thirty (30) working days per year and shall not be paid for the employee's regularly scheduled days off.
 - Jury Duty shall be defined to include involuntary subpoena from any court of law
 - Employer shall be entitled to offer to the court reasons why a selected employee should be excused from Jury Duty.
- 8.2 The money received by the employee for Jury Duty shall be deducted from the amount the Employer pays the employee, except for the amount paid for mileage and other expenses.

ARTICLE 9 – LEAVE OF ABSENCE

- 9.1 After two years of employment, a leave of absence without pay, not to exceed sixty (60) Work Days, may be granted at the sole discretion of the Employer. Such leave of absence shall not impair the employee's seniority as set out in Article 11 hereof. Employees on leave of absence will not accrue seniority, nor shall they receive wage increases or have any fringe benefits paid on their behalf. The Union shall be notified in writing by the Employer when such leave of absence is granted to any

employee covered by this agreement. An employee, who misrepresents or overstays the leave of absence, will lose the right to re-employment, unless it is otherwise agreed to in writing by the Employer.

9.2 Medical Leave: Except as otherwise governed by applicable law, an extended medical leave of absence for a serious illness or injury will be made available, with out pay, for up to a maximum of twenty (20) additional workdays, under the following circumstances:

- 1) The leave is certified as necessary by the attending medical doctor.
- 2) All available paid time off has already been exhausted, except that the employee may reserve five (5) vacation days to be used in accordance with Article 6 of the agreement.
- 3) Leave days must be used consecutively, not intermittently, unless mutually agreed to by the Employer and the employee.
- 4) No more than twenty (20) days of extended leave can be utilized in a calendar year.
- 5) An extension of the twenty (20) days may be given if mutually agreed to by the Employer and the employee.

9.3 Union Leave: Duly elected officers and stewards will be allowed necessary leave without pay for the purpose of attending to Union business, providing the absence does not unduly interfere with the operations of the Employer. The Union agrees to keep the Employer informed of all employees who are duly elected Union officers and stewards.

9.4 Funeral Leave: In the event of a death in the employee's immediate family, the employee shall be excused from work, without loss of pay, for a maximum of three (3) working days. Immediate family is defined as: husband, wife, son, daughter, stepson, stepdaughter, mother, father, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law, or any relative living in the same household as the employee.

9.5 Union Convention Leave: For the purpose of attending a labor convention as an officially elected delegate, the Employer will make every attempt to grant the employee leave of absence without pay, for a period not to exceed five (5) Work Days, provided such leave will not interfere with the Employer's operations, and only one employee shall be absent at any time.

ARTICLE 10 – NO REDUCTION

10.1 No clause in this agreement shall have the effect of lowering the wage rates of any position covered by this agreement, and further, no work condition shall be lowered as a result of the signing of this agreement.

ARTICLE 11 – SENIORITY

11.1 For the purposes of this agreement, seniority shall mean the length of continuous employment with the Employer.

11.2 Seniority, plus qualifications as determined by the Employer and the ability to satisfactorily perform the work, shall govern in all reductions in work force and recall after layoff, promotions, demotions and preference for vacation periods.

11.3 New employees shall be regarded as probationary employees for the first ninety (90) days of their employment with the Employer, and there shall be no obligation on the part of the Employer to retain these employees during the ninety (90) day period. All employees retained after the ninety (90) day probationary period shall have their seniority begin on the latest date of their hiring. The Employer may request in writing an extension of the ninety (90) day probationary period for an additional thirty (30) days, which will be granted provided the Employer requests the extension at least five (5) Work Days before the end of the ninety (90) day probationary period.

11.4 A part-time employee shall be considered to have worked thirty (30) days after working one hundred and sixty (160) hours, and one thousand nine hundred and sixty (1960) hours worked shall give the employee one year of seniority.

11.5 An employee will lose seniority for the following reasons:

- A. Lay-off for a period in excess of twelve (12) months.
- B. Resignation.
- C. Failing to report for work within three (3) days after the Employer mails to the employee's last known address a registered notice to return to work.

11.6 When vacancies exist, or new positions are created, notice of such vacancies will be given to the Union at the time the vacancy is to be filled. A copy of the notice shall be posted on the bulletin board. Notice of a vacancy shall include the starting date, schedule of work, adequate job description and duties to be performed and qualifications for the job. Employees shall have two (2) Work Days, after the posting of the notice on the bulletin board, to submit their bid in writing to the Employer for the posted vacancy. Verbal bids will not be accepted. Employees serving their probationary period shall not be allowed to bid on posted vacancies.

11.7 Employees who bid and are awarded the new position shall serve a probationary period not to exceed ninety (90) days, during which time the employee shall become proficient in the performance of the job duties. If, at any time during this trial period, the employee does not show adequate and acceptable progress in the new position, the Employer shall have the right to transfer the employee back to the position previously held.

ARTICLE 12 – PERFORMANCE REVIEW

12.1 All employees are entitled to an annual review of their performance within thirty (30) days after the anniversary date of their hiring, and are encouraged to request a review.

12.2 The wages contained in Exhibit “A” are minimum rates, employees may receive compensation in excess of the minimum at the discretion of the Employer at the time of their annual review.

ARTICLE 13 – LAYOFF NOTICE

13.1 The Employer agrees not to lay off an employee without two (2) weeks notice, or two (2) weeks pay in lieu thereof, unless dismissal is for just cause. The employee shall give two (2) weeks notice to the Employer in case of intended resignation. The provisions of this article shall not apply to part-time employees.

ARTICLE 14 – CASUAL EMPLOYEES

14.1 Casual employees are those employees hired by the Employer to perform specific tasks or projects, and they may not be hired for more than seventy (70) Work Days in any calendar year. Casual employees will be paid at an hourly rate for a casual employee but will not be entitled to receive fringe benefits. If a casual employee works more than seventy (70) Work Days in any calendar year, his/her name will be added to the seniority list as a permanent employee entitled to all benefits under the current contract.

14.2 For tracking purposes, the Employer will make available casual employees’ time records to the Union representative.

ARTICLE 15 –PART-TIME EMPLOYEES

15.1 Employees may be employed on a regularly scheduled Work Week of less than forty (40) hours. Such schedule shall provide for no less than four (4) hours on each of the days scheduled, but may provide for as few as one day scheduled per week. Employees employed under this Article 15 shall be subject to Article 2.1.

ARTICLE 16 – SAVINGS CLAUSE

16.1 In the event that any portion of this agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated and all remaining portions of this agreement not invalidated shall remain in full force and effect. Any substitution for the invalidated portion which is mutually agreed upon between the Employer and the Union shall be reduced to writing and made a part of this Agreement.

ARTICLE 17 – RIGHTS OF MANAGEMENT

17.1 The Employer retains the right to manage the office and direct the work force, including the right to hire, promote, transfer, suspend, discipline or discharge for just and reasonable cause, in accordance with the provisions of this agreement, and subject to appeal under the grievance procedure herein established. Discharge for just and reasonable cause includes, but is not limited to, any circumstance under which an employee has progressed through the disciplinary steps set forth in Article 17.2 below.

17.2 For less severe situations where the employee's conduct in relation to work affects the Employer's productivity and/or operations, a written warning system shall be established. A copy of the written warning shall be mailed to the Union.

Step One: Counseling with verbal warning and notation in employee file.

Step Two: Verbal and written warning.

Step Three: Written warning and possible suspension, not to exceed one week.

Step Four: Termination in writing.

Warnings will be removed from the employee's personnel file after twelve (12) months if there are no related disciplinary problems in the interim.

ARTICLE 18 – TECHNOLOGICAL CHANGES

18.1 In the event of necessary changes which affect the personnel level and/or job classifications, the Employer agrees to discuss such changes with the Union prior to making the changes.

18.2 In the event the Union and the Employer cannot reach agreement on the rates of pay for new job classifications established in accordance with this Article 18, then either party shall have the right to submit the dispute to the procedure of Article 25 of this agreement.

ARTICLE 19 – FRINGE BENEFITS

- 19.1** The Employer agrees, in addition to the hourly rate of pay, to extend a flexible fringe benefit package to all full-time and part-time employees. Each employee will have an amount equal to three percent (3%) of their wages contributed, to the Union sponsored Office and Professional Employees International Union Local 5 Savings Plan and Trust, 401(K) plan, by the Employer.
- 19.2** Casual employees shall not be entitled to fringe benefits.
- 19.3** The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401K Plan. The employee may contribute up to, but no more than the amount set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.

ARTICLE 20 – OCCUPATIONAL SAFETY AND HEALTH

- 20.1** The Employer agrees to provide an eye care benefit package for all employees.

ARTICLE 21 – NO FREE WORK

- 21.1** It is intended that there shall be no “free” or “time off the clock” work practices under this agreement.

ARTICLE 22 – CLASSIFICATIONS AND WAGES

- 22.1** New employees, promotions, and transfers to a different classification shall be paid according to the classification and wage schedule contained in Exhibit “A” attached hereto.
- 22.2** For permanent part-time employees, nine hundred and sixty (960) hours worked shall constitute six (6) months of apprenticeship.
- 22.3** If an employee is promoted to a higher classification, the employee will start at the wage of the higher classification after completion of the trial period as defined in Article 11.
- 22.4** Paydays for all employees shall be the fifteenth (15th) day of each month and the last day of each month. Should either of these days fall on a Saturday or a Sunday, the employees shall receive their paychecks on the preceding Friday.
- 22.5** The paystubs for all employees shall provide their amounts of unused vacation and unused sick leave as well as their fringe benefit amounts.

ARTICLE 23 – QUALITY OF WORK LIFE

23.1 The Union and the Employer recognize that by encouraging greater employee participation, work can be made more satisfying and performance and service quality can be improved. Therefore, the Employer agrees to continue to develop a spirit of mutual trust and respect by being available to meet periodically with employees to discuss personal and corporate goals.

ARTICLE 24 – CHECK OFF

24.1 The Employer agrees to deduct Union initiation fees, and dues from the wages of each employee who is a member of the Office & Professional Employees International Union Local 5 and who has signed a dues check-off authorization. The Employer agrees to forward such monies to the office of the Union monthly.

24.2 The Employer agrees to remit such dues, initiation fees thus collected to the Union each month at a time that would insure receipt of said monies at the Union Office no later than the tenth (10th) day of the following month from which the monies are deducted, and will make supplemental remittances thereafter of amounts deducted from the salaries of employees then on vacation, or on leave of absence in which the Employer is continuing to provide a salary to the employee. The Employer will deduct unpaid Union dues and initiation fees as known by the Employer to be owed by the employee, from the final paycheck of any eligible employee.

24.1 Any change in rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer received written notice of the change from the Union.

24.2 The Union agrees to file deduction assignments with the Employer for each employee prior to such deductions.

24.3 The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU's "J.B. Moss Voice of the Electorate" (VOTE) fund. Such deductions shall be made on the same date that employees receive their regular paychecks.

24.4 Voluntary contributions deducted from employees' paychecks shall be made payable to the J.B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the Secretary-Treasurer of the Office and Professional Employees International Union, AFL-CIO, 1660 L Street, N.W., Suite 801, Washington, DC 20036, along with a listing of the names of contributors and the amounts.

ARTICLE 25 – GRIEVANCE PROCEDURE

25.1 All grievances shall be handled in the following manner:

Step One: An oral grievance must be filed within ten (10) working days after the occurrence giving rise to the grievance. The grievance must be presented to the employee's proper supervisor.

Step Two: If the oral grievance filed in step one is not settled within five (5) days of presentation, the Union shall refer the grievance in writing to the senior officer of the Employer and the parties shall meet within five (5) days of receipt by the Employer of the written grievance. If the grievance is rejected by the Employer, the reasons for rejection shall be presented to the Union by the Employer, in writing, within ten (10) days of the meeting.

Step Three: If the grievance is not settled in step two, the Union may request a Grievance Board review within five (5) days following receipt of the Employer's rejection letter. The Union will deliver a letter to the Employer requesting such action and within five (5) days the parties will agree on a hearing date. The Grievance Board will consist of two (2) representatives of the Union and two (2) representatives of the Employer, and three (3) votes will determine the outcome of the hearing. The decision of the Grievance Board will be final and binding on both parties.

Step Four: If the Grievance Board cannot settle the grievance, the Union may request arbitration within fifteen (15) days following receipt of the decision of the Grievance Board, by delivering a written notice to the Employer. Within five (5) days after delivery of the notice to the Employer, the Union will request the Federal Mediation and Conciliation Service to furnish a list of five (5) arbitrators, from which one will be chosen. The selection will be accomplished within ten (10) days of receipt of the list by each party striking one (1) name from the list, in turn, until only one (1) name remains. The party striking first will be decided by the flip of a coin.

- 25.2** The cost of the arbitrator, and facilities used shall be borne equally by the Employer and the Union. The decision of the arbitrator shall be final and binding on all parties.
- 25.3** Nothing determined by the arbitrator shall alter, add to, or subtract from any provision of this Agreement.
- 25.4** If the time limits are not adhered to by the Union, the grievance shall be considered abandoned. If the Employer fails to answer the grievance, the Union may move to the next step in the procedure. Time limits may be extended by mutual agreement.
- 25.5** All time limits quoted above in days shall be Work Days.

ARTICLE 26 – CONTINUATION OF OPERATION

26.1 The Union agrees that it will not institute, cause or condone, and will take prompt and appropriate measures to prevent or discourage, any strikes, work stoppage, work slow-down, picket lines, secondary boycotts or disturbances, even of a temporary nature and the Employer agrees that there will be no lockouts. The Union agrees to fully support the Employer in maintaining its operations in every way. Participation by any employee or employees in an act violating this provision, in any way, will be complete and immediate cause for disciplinary action, including discharge.

ARTICLE 27 – BONDING

27.1 Employer's clients require that the employees be bonded by a blanket fidelity bond. If the bonding company refuses to bond an employee, such refusal shall be discussed with the employee. If the employee cannot be bonded within ten (10) days following the discussion, the employee may be terminated.

ARTICLE 28 – HEALTH AND WELFARE

28.1 Effective January 1, 2010 the Employer agrees to provide all employees with Employer paid Health Insurance for each employee and their families.

ARTICLE 29 – DURATION OF AGREEMENT

29.1 This agreement shall be in full force and effect from January 1, 2010 to and including August 31, 2012, and shall continue in full force and effect from year to year thereafter unless the agreement is terminated or changed pursuant to the following conditions:

- a)** If either party elects to terminate this agreement, or change any of the provisions of this agreement, such party shall give written notice to the other party no less than sixty (60) days, nor more than seventy-five (75) days prior to the expiration date of this agreement.
- b)** If either party is served with notice of the desire to change any of the provisions of this agreement as provided in paragraph a) above, the party giving notice shall provide the other party with a proposal within fifteen (15) days following delivery of the notice.
- c)** Either party may serve written notice on the other party not less than sixty (60) days nor more than seventy-five (75) days prior to August 1, 2010, and August 1, 2011 to amend the wage rates provided for in this agreement. Upon receipt of such notice, the

other party will immediately meet and negotiate in good faith concerning the modification proposed.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL #5**

By: *Julie Spears*

Title: Business Representative

Date: Dec. 17, 2009

COMPUSYS OF COLORADO, INC.

By: *[Signature]*

Title: Co-General Manager

Date: 12/17/2009

EXHIBIT A

**TO AGREEMENT BETWEEN COMPUSYS OF COLORADO, INC.
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 5**

<u>Classification</u>		<u>8/1/08</u>
Data Entry Processor	3	\$20.20
Data Entry Processor	2	\$17.99
Data Entry Processor	1	\$17.00
Medical Claims Processor	3	\$18.00
(A processor 3 will be required to process an average of 70 claims per day averaged over each monthly period.)		
Pension Application Processor	3	\$18.00
Annuity Application Processor	3	\$18.00
Medical Claims Processor	2	\$16.29
(A processor 2 will be required to process an average of 55 claims per day averaged over each monthly period.)		
Pension Application Processor	2	\$16.29
Annuity Application Processor	2	\$16.29
Medical Claims Processor	1	\$14.58
(A processor 1 will be required to process an average of 40 claims per day averaged over each monthly period.)		
Pension Application Processor	1	\$14.58
Annuity Application Processor	1	\$14.58
Customer Svc. Medical-Pension/Eligibility Clerk	3	\$16.12
Customer Svc. Medical-Pension/Eligibility Clerk	2	\$15.36
Customer Svc. Medical-Pension/Eligibility Clerk	1	\$14.61
General Clerk	3	\$13.41
General Clerk	2	\$12.10
General Clerk	1	\$10.76
Casual		\$ 9.68
New hires 1 st six months	70 percent of applicable classification	
2 nd six months	80 percent of applicable classification	
3 rd six months	90 percent of applicable classification	
Thereafter	100 percent of applicable classification	

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