

AMERICAN SIGN LANGUAGE INTERPRETER UNIT



PACIFIC MEDIA WORKERS GUILD,
TNG-CWA LOCAL #39521



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AMERICAN SIGN LANGUAGE INTERPRETERS UNITED

A UNIT OF PACIFIC MEDIA WORKERS GUILD, TNG-CWA LOCAL #39521

AND

PURPLE COMMUNICATIONS, INC.

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ASLIU CONTRACT WITH PURPLE COMMUNICATIONS

This contract is made this ____ day of _____, 20____, between Purple Communications Inc., a corporation, hereinafter known as the Employer or the Company, and the Pacific Media Workers Guild, Local #39521 chartered by The NewsGuild-CWA (AFL-CIO, CLC) hereinafter known as the Union, for itself and on behalf of all employees of the Employer described in Article I.

Article 1 - Coverage

1. Pursuant to the certification issued by the National Labor Relations Board ("NLRB"), the Company recognizes the Union as the exclusive collective bargaining representative of employees in the following bargaining unit:
 - a. Included: All full time and flex staff Video Interpreters (VIs) employed by the Employer at its facilities currently located at _____(location).
 - b. Excluded: All other employees, center assistants, confidential employees, managers, office clerical employees and guards, professional employees and supervisors as defined in the Act.
2. Except as outlined in Section 1.3, below, performance of the following, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned only to employees covered by this contract:
 - a. The kind of work either normally or presently performed within the unit covered by this contract,
 - b. Any kind of work similar in skill, and performing similar functions, as the kind of work either normally or presently performed in said unit, and,
 - c. Any other kind of work regularly assigned to be performed within said unit.
3. Excluded employees may perform the work described in Section 1.2 above when volume exceeds expectations, to provide training and other support where needed, for testing new processes, and for other similar reasons that are beyond normal operations.
4. Covered employees who have not received a written or final Disciplinary Action Notice (DAN) for performance or a final Disciplinary Action Notice for conduct in the previous six (6) months, or any verbal Disciplinary Action Notice in the previous three (3) months shall be allowed to work in other Centers according to the Visiting VI/Working Vacation policy. In exchange, employees from non-covered Centers will be allowed to work in a Center within the Union's jurisdiction under the same policy. A Visiting VI will be subject to the work rules of the Center he/she is visiting during the period of the visit.

Article 2 - Union Shop

Where permitted by law, the Employer shall require as a condition of employment of each employee that the employee be and remain a member of the Union in good standing no later than the 30th day following either (1) the date of the first Union Shop contract legally enforceable under the Labor Management Relations Act, or (2) the date of hiring, whichever is later.

Article 3 - Dues Deduction

- a. Upon an employee's voluntary written assignment, the Employer shall deduct biweekly from the earnings of such employee and pay to the Union not later than the 10th day of each month an amount equal to Union initiation fees, dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Union's schedule of rates furnished to the Employer

by the Union. Such schedule may be amended by the Union at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

The dues deduction assignment shall be made upon the following form:

ASSIGNMENT

And

AUTHORIZATION TO DEDUCT UNION MEMBERSHIP DUES

To:

I hereby assign to the Pacific Media Workers Guild, The NewsGuild-CWA, and authorize the Employer to deduct biweekly from any salary earned or to be earned by me as an employee, an amount equal to Union initiation fees, dues and assessments as certified by the Treasurer of the Union starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Pacific Media Workers Guild not later than the 10th day of each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between the Employer and the Union, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and the Union, whichever period shall be shorter, unless written notice of its revocation is given by me to the Union by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Union, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization is voluntarily made in order to pay my equal share of the Union's costs of operation and is not conditioned on my present or future membership in the Union.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to Union initiation fees, dues and assessments.

Employee's signature

Date

The Union shall be responsible for notifying the Employer of an employee's revocation of an authorization to deduct dues and shall defend and indemnify the Employer for any liability for the Union's failure to meet this responsibility.

1. Employees may voluntarily authorize payroll deduction of political contributions. Such authorization must be in writing.

Article 4 - Hiring

The Employer agrees not to have or enter into an agreement with another employer binding such other employer not to offer or give employment to an employee of the Employer.

Article 5 - Non-Discrimination

1. The Employer shall not discriminate against current or potential employees, because of age, sex, race, creed, color, national origin, sexual or affectional orientation, or mental or physical disabilities, or any other basis prohibited by applicable law.
2. There shall be no discharge of or other discrimination against an employee because of membership or activity in the Union.

Article 6 - Information

1. On request, but not more than annually, the Employer shall supply the Union with a list containing the following information for each employee:
 - a. Name, address, sex, race (if known), and date of birth.
 - b. Date of hiring.
 - c. Rate of pay and date of last increase.
 - d. Date and type of certification.
2. The Employer shall notify the Union quarterly in writing of:
 - b. Wage rates by name of the employee and effective date.
 - c. Resignations, retirements, deaths, including effective dates.
 - d. Change in status
3. Within two (2) weeks after the date of hire, the Employer shall furnish the Union in writing with the data specified in Section 6.1 for each new employee.

Article 7 - Grievance Procedure

1. A grievance is defined as a dispute as to the interpretation, meaning or application of this Agreement. Grievances may be filed by an employee or by the Union. Any resolutions or settlement of a grievance filed by an employee must be submitted to the Union for review and be consistent with Section 9 of the NLRA.

STEP 1

Not later than twenty-one (21) calendar days after an employee or the Union has knowledge of an event causing a grievance, the grievant or the Union will attempt to resolve the grievance informally in a discussion with the grievant's call center manager or supervisor. This requirement must be satisfied before a written grievance is submitted at Step 2.

STEP 2

If the grievance cannot be resolved informally within five (5) days of the initial discussion between the grievant and the call center manager, it shall be reduced to writing and submitted to the grievant's call center manager, and to the Union if filed by an employee, not later than ten (10) days following the initial discussion. The written grievance must allege the violation of a specific provision or provisions of this Agreement. Within seven (7) calendar days after receipt of the written grievance, a meeting shall be held with the Company's designated representative to discuss the grievance. The grievant, the Union steward and the Union field representative may be present at the meeting. The call center manager or his/her designee, a senior operations leader and a representative of human resources, may be present at the meeting. Within seven (7) calendar days after the meeting, the Company's designated representative shall respond to the grievance in writing.

STEP 3

If the Company's response in Step 2 is not satisfactory, the Union may submit the grievance to arbitration by notifying the Company in writing of its intent to do so. In order to be timely, the Union's notice must be received by the Company within seven (7) calendar days after the Union's receipt of the Company's Step 2 response.

2. Arbitration

The following procedure shall apply if a grievance is submitted to arbitration:

The Union and the Company shall attempt to agree on the designation of an arbitrator. If they are unable to do so, the Union shall submit a request to the Federal Mediation and Conciliation Service ("FMCS") for a list of seven (7) arbitrators. The request must be submitted within ten (10) calendar days after the Company receives the Union's notice that the grievance will be taken to arbitration. After a list of arbitrators is received from the FMCS, the parties shall alternately strike individual names therefrom. The first strike shall alternate starting with the first grievance hereunder with the Union. The individual whose name remains shall be the arbitrator. In any event, the Company and the Union retain the right to reject the first list provided by the FMCS and request another list.

A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Company and the Union shall present their respective positions, evidence and arguments. The sole parties to the arbitration proceeding shall be the Company and the Union. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit employees. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.

The arbitrator's authority is derived from this Agreement and his/her jurisdiction is limited to the interpretation and application thereof. He/she shall not have authority to (1) amend or modify any provision of this Agreement; (2) render an award on any grievance arising before the effective date of this Agreement.

The fees and expenses of the arbitrator, the court reporter's fee, and the cost of mutual facilities shall be borne equally by the Company and the Union.

3. Time Limits

The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express agreement of the Union and the Company. Such agreement need not be in writing. If the Company fails to respond to a grievance within the time limits set forth in this Article, the grievance may be appealed immediately to the next step. In the event of a failure by the grievant or the Union to adhere to any of such requirements, the grievance shall be resolved on the basis of the Company's last response. In the event of a dispute over whether the grievant or the Union has failed to adhere to any of such requirements, the arbitrator shall make that determination.

4. Pay for Attendance

- a. No employee who files a grievance shall incur a loss of regular earnings for authorized attendance at Step 1 and Step 2 meetings. Except for the Step 1 meeting, the Union must request the employee's attendance at least 72 hours prior to the beginning of such meeting. Attendance at such meetings shall not be counted against an employee's performance metrics.
- b. Time spent in attendance at a grievance meeting and/or arbitration shall be considered as time worked for the purpose of meeting the hours requirement for full-time status if the grievant is already scheduled to work when the date for such meeting or arbitration is chosen.

Article 8 - Seniority

1. Definition: Seniority shall be defined as an employee's length of continuous service with the Company since his or her most recent date of hire, less any periods of unpaid leave of absence in excess of thirty (30) calendar days.
2. Loss of Seniority and Employee Status: An employee's seniority and employee status shall be lost for any of the following reasons:
 - a. Voluntary or involuntary termination.
 - b. Failure to return to work from a layoff within fourteen (14) calendar days after notice of recall was sent to the employee's last known address.
 - c. Layoff for more than one (1) calendar year.
 - d. Except for good cause, absence for three (3) consecutive scheduled shifts without notice to the Company.
 - e. Except for good cause, failure to report for work upon expiration of an authorized vacation or leave of absence.

Article 9 - Discipline

1. Just Cause

There shall be no discharge or other discipline without just cause.

2. Union Representation

Employees shall be entitled to the presence of a union steward upon request in investigatory interviews that might lead to discipline. The manager conducting such an interview must notify the employee in advance of the nature of the meeting.

3. Personnel File

The Employer shall furnish to the employee and to the Union a copy of any criticism, commendation, appraisal or rating of such employee's performance in the employee's job or any other comment or notation regarding the employee's performance within one week of its being placed in the employee's personnel file. The employee and/or the Union shall be allowed to place in such file a response to anything contained therein which such employee and/or the Union deems to be adverse. An employee and/or the Union shall have the right to review the employee's personnel file at any time and upon request shall be provided copies of all material in the employee's file that the employee signed or was requested and refused to sign.

Article 10 - Reduction in Force

1. A reduction in force is a reduction in hours which results in a layoff of benefited employees exceeding two (2) weeks.
 - a. Benefitted employees shall be given two (2) weeks' severance pay in the event of a reduction in force. The Union shall be given three (3) days' notice of a reduction in force. If the Union is not given such three (3) days' notice, benefited employees shall be given three (3) weeks' severance pay.
 - b. Dismissals in a reduction in force shall be made in inverse order of seniority, except that a less senior employee may be retained if he/she is demonstrably and substantially superior to the senior employee in qualifications, specialty skill areas, years of experience, timeliness and attendance, or the senior employee has a Disciplinary Action Notice for performance or a final disciplinary action for

misconduct in each case within the previous six (6) months, and provided further that the employee(s) to be retained is/are available for the shift and days required by the Company.

- c. The fact that a call center is covered by a union contract or is otherwise unionized shall not be considered as a factor in selection of employees for reduction in force.
 - d. Each employee dismissed to reduce the force shall be placed upon a rehiring list for one (1) year. The Employer shall fill each vacancy with a person on the list in the inverse order of layoff. Time spent on a rehiring list by a dismissed employee shall not constitute a break in continuity of service, but need not be counted as service time, in computing seniority.
2. There shall be no dismissals as a result of putting this agreement into effect.

Article 11 - Employment Status

Definitions:

1. A full-time employee is one who is regularly scheduled to work thirty-two (32) hours a week.
 - a. To maintain full-time status, an employee must usually have at least 416 hours of paid time (hours worked; paid time off) in each 3-month calendar period beginning January through March each year.
 - b. Voluntary Time Off (VTO) will be counted towards the 416-hour requirement.
 - c. Employees shall be allowed up to four (4) hours of leave without pay per quarter, which will be counted towards the 416-hour requirement.
 - d. Should an employee fall below the 416-hour mark described in (a) above, the employee will be so advised by the Company and if the employee falls below the 416-hour mark during the following three-month period, the employee will be taken off full-time benefited status.
 - e. Hours for which an employee is on approved leave of absence will be counted toward the 416-hour mark.
 - f. All Paid Time Off (PTO) counts towards the 416-hour mark. PTO to the extent available will be charged automatically for any scheduled time missed of thirty (30) minutes or more. For scheduled time missed of less than thirty (30) minutes PTO can be taken by the employee at her/his choice providing the employee submits a PTO form within the same pay period.
2. An intermittent, flex employee, is one who is not regularly scheduled.
3. An employee shall be a probationary employee for the first ninety (90) calendar days from the date of hire. The Company may extend the introductory period for up to ninety (90) additional calendar days upon informing the Union of the reason. A probationary employee shall have no seniority rights, but shall accrue seniority from the date of last hire upon completion of the introductory period. Probationary employees may be discharged or disciplined in the Company's discretion without recourse to the grievance and arbitration procedure.

Article 12 - Hours and Overtime

1. The normal workweek for full-time employees shall consist of 32 hours.

2. The Employer shall pay time and one-half the regular rate for all hours worked in excess of forty (40) in a workweek, and for all hours in excess of eight (8) in a workday by employees who are scheduled for, or self-select a shift or shifts of no more than eight (8) hours.

At the sole option of an employee, he/she may elect to waive overtime after eight (8) hours by signing an assent form, which will allow the employee to be scheduled, or self-select shifts in excess of eight (8) hours, but no more than ten (10) hours, in a workday at straight-time rate. To so assent, an employee must provide a signed form stating that assent no later than one (1) week after the first center profile is posted following the effective date of this Agreement. Employees who have not signed an assent form will not be scheduled for more than eight (8) hours in a work day, or be permitted to self-schedule for more than eight (8) hours in a workday. An employee may revoke her/his assent effective in a subsequent six (6) week scheduling period by providing a written revocation to the center manager no later than the time the employee's preference sheet referred to in Article 13 is due for that schedule. No new assent may be provided, including by an employee who has revoked her/his assent, until the one (1) week period after the first center profile is posted six (6) months after the effective date of this Agreement, and each six (6) months thereafter.

An assenting employee who states on her/his preference sheet referred to in Article 13 that she/he does not wish to work shifts in excess of eight (8) hours during all or at certain times during the following six (6) week period, will not be so scheduled. Unless revoked, employees who have signed an assent form will not be eligible for overtime for hours beyond eight (8), but no more than ten (10), in a workday unless the total weekly hours exceed 40. Regardless of assent status, employees shall be paid at the overtime rate for all time beyond ten (10) hours in a workday.

New hires may file assents, but must do so during new hire training and before being scheduled or self-selecting any shifts, and are subject to the same revocation rights and restrictions as stated above.

This Section 2 applies to all work performed by employees covered by this agreement.

3. a. There shall be no pyramiding or duplication of overtime pay for the same hours worked.
b. Only hours actually worked shall be considered hours worked for the purposes of computing overtime pay.
4. Except at the request of the employee, shifts assigned by management shall not be less than two hours.
5. Reporting Pay
 - a. An employee who is instructed or scheduled to report to work, and who reports to work without prior notice that no work is available, shall perform any interpreting work assigned and shall be guaranteed his/her scheduled workday with a minimum of two (2) hours and a maximum of eight (8) hours.
 - b. Such minimum guarantee shall not apply if the Company notifies an employee by telephone, voicemail or text message at least two (2) hours prior to his/her scheduled starting time that the employee should not report to work. It shall be the employee's responsibility to keep his/her current phone number on file with the Company. Failure to do so shall exempt the Company from such notification requirement and from the above minimum guarantee.
 - c. An employee who has been instructed or scheduled to report to work, and who does not report to work under subsection b) shall be considered to have worked the complete shift for purposes of maintaining job status.

Article 13 - Scheduling

1. Center profiles shall be posted six (6) weeks in advance of the period for which they apply. Employees may supply their manager with a preference sheet not later than one (1) week following the posting of the center profile. The preference sheet should include hours and/or days that the employee would prefer not to work, which will be considered by management in composing the schedule. In accordance with Section 4 below, available hours shall be given first to full-time employees then to flex-staff who elect to be pre-scheduled. All remaining hours will be posted on Swapboard.
2. Schedules for full-time employees shall be posted at least three (3) weeks in advance of the starting date of the period for which they apply.
3. Employees needing to change their preferences may submit the change to their manager at any time with the understanding that these changes will not be considered until the next scheduling period begins.
4. Purple will schedule full-time staff interpreters following the order set forth in the Performance Based Scheduling model. A full-time interpreter's ranking will be calculated using the following performance factors: 40% Schedule Adherence; 35% Key Performance Indicators; 25% Company Seniority. Purple reserves the right to implement Performance Based Scheduling for flex-staff members prior to the opening of Swapboard. Purple will provide a ranking only to those flex-staff interpreters who work greater than twenty-four (24) hours in a month. A flex-staff interpreter's ranking will be calculated using the following performance factors: 40% Schedule Adherence; 35% Key Performance Indicators; 20% Engagement; and 5% Company Seniority.

In the event of a tied composite score, seniority will be used to determine rank. In the rare instance that tenure doesn't resolve a tied composite score, total number of labor hours worked in the period will be used as the tie break methodology.

5. Spanish-only interpreters will not be required to work more than one weekend day each week or any shift ending after 6:00 p.m., and should be scheduled in such a manner as to provide, to the extent practical, the ability to team where appropriate. Also, Spanish-only interpreters shall not be required to work any schedule that does not afford them at least two (2) consecutive days off.
6. Management will make a reasonable effort to avoid scheduling an employee for hours and/or days that the employee has indicated on the preference sheet that he/she prefers not to work.
7. Shifts posted on Swapboard by management may be split by employees into increments of thirty (30) minutes or more. Shifts posted on Swapboard by an employee may not be split without the employee's approval.
8. The Employer shall keep a record of all hours worked. Copies of such record shall be given to the Union on request.
9. Selection of shifts from Swapboard must be within the center's hours of operation for the language involved.

Article 14 - Wages

1. Purple shall provide the same bonus and incentive programs as are offered at all other Purple call centers, i.e., if changes in such programs are made at all other call centers, Purple may and will make them at the bargaining unit call centers.
2. Differentials: Salaries shall be adjusted for individual employees based upon the following:
 - Night: \$5.00 an hour for hours worked between 11:00 p.m. and 6:00 a.m.

- Weekend Days: \$5.00 an hour
 - Weekend Nights: \$10.00 an hour for hours worked between 11:00 p.m. and 6:00 a.m.
3. Payment: Payment of salary shall be made bi-weekly.
 4. It is understood that the economic provisions of this Agreement establish minimum rates only, and the Company is free to pay wages or increase benefits in excess of those provided by this Agreement.

Article 15 - Paid Time Off (PTO)

1. All full-time employees shall accrue paid time for each paid hour according the schedule currently in effect in the Employee Handbook plus any increase that may be applied.

Purple Handbook (v2014): PAID TIME OFF (PTO)

Regular full-time employees, scheduled to work 32 hours or more per week, earn PTO benefits based upon their length of service with the Company as set forth in the schedule below. PTO accruals begin from the first day of employment. No advance paid PTO may be taken at any time by anyone during their employment with the Company.

Full-time employees who regularly work less than 40 hours per week will receive a pro-rated PTO benefit based on hours worked. Part-time, Intermittent, Temporary employees and employees who work less than 32 hours per week do not accrue PTO benefits.

Based on length of service, the following schedule will apply for regular, full-time employees.

YEARS OF SERVICE: 1-4

Annual Accrual Rate: 15 Days / 3 weeks;

Monthly Accrual Rate: 1.25 Days Per Month

YEARS OF SERVICE: 5+

Annual Accrual Rate: 20 Days / 4 weeks;

Monthly Accrual Rate: 1.66 Days Per Month

*Accrual rates are based on a 40-hour workweek

Maximum accrual

The Company believes that the rest and relaxation afforded by PTO time is important to its employees' well-being and productivity, and that PTO should be taken on a regular basis rather than being saved over the years. To that end, the maximum PTO that may be accrued at any one time may not exceed one and one three quarters times the employee's current annual entitlement (i.e., 15 days for a non-managerial employee with one year of service, 26.25 days for a non-managerial employee with two to five years of service, etc.). Once the maximum is reached, all further accruals will cease. PTO accruals will recommence after an employee has taken PTO and the accrued PTO has dropped below the maximum.

PTO Accrual During Leave of Absence

PTO ceases to accrue during unpaid leaves of absence that are more than thirty calendar days.

Holidays During PTO

If a Company observed holiday occurs during your scheduled PTO, no deduction from accrued PTO will be made for the holiday.

PTO Scheduling and Pay

Requests for PTO time will be granted in accordance with anticipated Company business requirements.

You are required to submit your PTO request in advance using the Company's "Paid Time Off request form" to your immediate supervisor, preferably not later than thirty days before the requested PTO date for approval. If a conflict arises where two employees request the same dates for PTO, the earlier request will generally prevail.

Payment for PTO time will be made on your regularly scheduled payday.

Payment of PTO at Termination

Upon termination, employees will be paid in a lump sum for all earned, unused PTO through the date of termination.

Required use of vacation before unpaid time off

You are required to take accrued and unused PTO before taking unpaid leave, or having unpaid absences. Family and Medical Leave (under both state and federal law) is included in this requirement, unless the absence is pregnancy-related.

2. For those employees who qualify for state and/or federal family medical leave, Purple will follow those specific leave laws when determining which absences are excused.

Article 16 - Holidays

1. Each full-time employee shall have the following holidays with full pay: New Year's Day, Presidents Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day plus the following day, Christmas Eve and Christmas Day.
2. A full-time employee who volunteers to work on any holiday shall be paid at the rate of 2 ½ times his/her regular rate for all hours worked.
3. A full-time employee who is required to work on a holiday shall be guaranteed a full day's pay (8 hours) at the 2 ½ times rate of unless the employee opts to work fewer hours.
4. A flex employee who works on a holiday will be paid at the rate of 1 ½ times his/her regular rate for all hours worked.

Article 17 - Health and Welfare

The Company shall maintain health insurance coverage and employee/employer premium ratio, including dental, vision and prescription coverage at least equal to that which is offered at Purple's other call centers on U.S. Mainland.

Article 18 - Retirement 401(k)

Maintain Status Quo as implemented in 2014:

Purple offers to employees the opportunity to contribute pretax earnings to a 401(k) account through an Investment Company and contribute post-tax earnings to a Roth IRA.

To be eligible employees must be at least 21 years old and either a full-time or flex-staff employee that worked at least 1000 hours in a calendar year.

Reports are run monthly to see which employees have met the 1000 hours threshold. When eligible employees will receive an email from Human Resources and information in the mail from the Investment Company.

Once employees become eligible they will remain eligible and will not be required to work the 1000 hours each year to maintain eligible status. Employees will become 20% vested each year they work. The vesting schedule begins on the employee's date of hire.

As an added bonus, Purple will match 25% of the employee's contribution up to 5% of the employee's eligible pay. Example:

Annual Compensation = \$40,000
3% employee contribution = \$1,200 – Company Match = \$300
5% employee contribution = \$2,000 – Company Match = \$500
8% employee contribution = \$3,200 – Company Match = \$500

Article 19 - Other Benefits

1. The employer shall continue to provide all benefits, or substantially the equivalent, as currently offered employees in other centers, including, but not limited to: life insurance; flexible spending account; health club benefit; CareCounsel; Travel Assistance; massage reimbursement; Employee Assistance Program; etc.
2. The Employer shall maintain substantially the same workplace comforts (*i.e.* quiet rooms; coffee/tea/water; break rooms and break room internet access) as regularly provided prior to entering this Agreement.
3. If the Company provides internet access at employee workstations at four or more of its call centers not covered by this agreement, on other than a trial basis, it will provide such access to employees covered by this agreement.

Article 20 - Leaves of Absence

1. Personal Leave: An employee may request a personal leave for a maximum period of forty-five (45) days by completing the Employee Leave of Absence Request Form. An employee's PTO must be used first to cover the entire duration of the leave, if PTO is sufficient to do so. When the employee's PTO hours have all been used, the leave will thereafter be considered unpaid. A personal leave may be granted once every rolling twelve (12) month period and is only granted after an employee has completed ninety (90) days of employment with the approval of the immediate supervisor and Human Resources based on business needs.
2. Maternity leave is governed by the FMLA provision in this Article and, in addition, by any applicable state law.

Paternity leave is provided to benefitted full-time employees who have become new fathers while employed by the Company for one week (or five paid days) off of work within the baby's first six (6) months of life. Unpaid paternity leave is governed by the FMLA provision in this Article.

The provisions of this section apply equally to natural and adoptive parents. For adoptive parents, the leave(s) must be taken within the first six (6) months following adoption.

Maternity leave for adoptive mothers will only be provided to full-time benefitted employees for one week (or five paid days) off of work.

3. Bereavement Leave: In the event of a death in an employee's immediate family, regular full-time employees are eligible to take paid bereavement up to five (5) consecutive scheduled workdays off with pay (un-paid for flex staff). Employees must notify their manager directly as soon as possible in the event of a death in the family. "Immediate family" shall include spouse, qualified domestic partner, child, stepchild, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law.

Bereavement leave is based on the employee's regular hourly rate for up to eight (8) hours. An employee may be requested to provide evidence of relationship such as a copy of the obituary clipping or funeral card.

4. Public Service Leave: A leave of absence, for up to thirty (30) days, shall be granted to no more than one (1) employee per call center for public service leave with relief organizations such as Red Cross, in the case of a national emergency or disaster. Such leave will not be granted if it creates a hardship for the Company.
5. Military Leave: An employee may request a military leave of up to ten (10) days a year for short periods of service such as National Guard or Reserve duty by completing the Employee Leave of Absence Request Form. The Vice President of Human Resources must approve long-term tours of duty or training periods. All military leaves of absence are granted without pay. To be eligible, an employee must submit written verification from the appropriate military authority. The Company will reinstate those employees returning from military leave to their same position or one of comparable status, and pay, with no loss of length of service, if they (a) have a certificate of satisfactory completion of service; (b) apply within ninety (90) days after release from active duty or within such extended period, if any, as protected by law; and (c) are qualified to fill their former position.

The Company complies with the Universal Military Training and Service Act and Uniformed Services Employment and Reemployment Rights Act (USERRA) for Long-Term Tours of Duty. Exceptions to this policy will occur wherever necessary to comply with USERRA and other applicable laws.

6. Family and Medical Leaves (FMLA)

In order to be eligible for a leave of absence under Federal (FMLA) and any state counterpart leave law, an employee must: (a) work at a location where the Company has at least fifty (50) employees located within a radius of seventy (75) miles; (b) have been employed for at least twelve (12) months; and (c) have worked at least 1250 hours of service during the 12-month period immediately before the leave would begin; provided, however, leaves will be provided by the Company to all facilities covered by this agreement on the same terms stated in this Section. FMLA leaves are for a maximum of twelve (12) weeks every rolling twelve-month period, beginning with the date an employee first takes such leave. To be covered by any applicable state counterpart of such leave, the employee must meet the requirements of that law relating to coverage.

An eligible employee may request leave to care for a newborn child, a child who has been placed with the employee for adoption or foster care, or a spouse or registered domestic partner, child, or parent who has a serious health condition. An eligible employee may also request a leave due to a serious health

condition that prevents the employee from performing any one or more of the essential functions of his/her job.

The Company will continue to pay its share of the premiums to maintain any health plan coverage that is already in effect for the employee for the duration of any approved leave granted under this Section. The employee must continue to pay the share of the health benefits cost that he/she paid before the beginning of the leave if he/she wishes such coverage to continue during the leave. If an employee does not pay his/her share of the premiums for the period of the leave, coverage will cease in accordance with the provisions of law. The employee may thereafter reinstate coverage immediately following the leave if the employee resumes payment of his/her share of the premiums in a timely manner.

Employees are required to give advance written notice of their need for a leave whenever such need is foreseeable. Employees ordinarily must provide at least thirty (30) days advance notice in writing to his/her supervisor. If the leave is not foreseeable at least thirty (30) days in advance, the employee must give as much advance notice as practical. A medical certification must be provided to support a request for a leave of absence that is required due to a serious health condition. Failure to provide a satisfactory certification may result in the postponement or denial of a leave of absence request.

Subject to any exceptions provided by law, an employee will be guaranteed reinstatement either to his/her former position or an equivalent position upon completion of an FMLA and/or state counterpart leave under this Section. Employees who take leaves because of their own serious health condition must provide medical certification verifying that they are able to return to work in the same manner as employees who return from other types of medical leaves, namely, making an appointment with, and providing written verification to, the Employee Health Office from the employee's health care provider, that indicates he/she is fit to return to work.

An employee who is granted any such leave will first utilize any available PTO for the first seven (7) days of such leave.

Reasonable Accommodation/Interactive Process: Notwithstanding any of the foregoing, the Company will provide reasonable accommodation for any known disability in accordance with requirements of law, which may include, but not be limited to, leaves of absence of greater length than otherwise provided herein, job restructuring, or taking affirmative steps to locate another suitable position for the employee. The Company will engage in an interactive process with the employee to determine whether reasonable accommodation(s) can be made and to identify any such reasonable accommodation(s), and will consider any reasonable accommodation(s) in determining fitness to return to duty.

7. Union Leave: If an employee is elected or appointed to a position in The NewsGuild-CWA or AFL-CIO, or Pacific Media Workers Guild (Local #39521), or an organization with which The NewsGuild-CWA is affiliated, or in the organized labor movement, such employee, upon the employee's request, shall be given an unpaid leave of absence without benefits, and shall be reinstated in the same or a comparable position upon the expiration of such leave if he/she returns within one year.

An unpaid leave of absence of up to one (1) week, upon request, shall be granted to an employee elected or appointed delegate to conventions of The NewsGuild-CWA, AFL-CIO or any organization with which The NewsGuild-CWA is affiliated, and to a delegate to special meetings called by The NewsGuild-CWA, or by a branch thereof or by an organization with which The NewsGuild-CWA is affiliated. Only one (1) employee at a time from a unit covered by this Agreement may take leave under this Section, with a maximum of two (2) employees from all four units.

Article 21 - Expenses and Equipment

1. The Employer shall pay approved reasonable expenses incurred by an employee in the service of the Employer.

2. Necessary working equipment shall be provided to an employee and paid for by the Employer. All such equipment shall be safe and well maintained.
3. As soon as practical, the Union shall be given notice of intent to introduce new or modified equipment, machines, apparatus or processes.

Article 22 - Employee Integrity and Certification

1. An employee shall not be required to perform any function that violates the law, including FCC regulations, or certified interpreter's Code of Professional Conduct (CPC).
2. All new hires for the VRS English skills set must receive a passing score on the Purple interpreter skills assessment prior to an offer of employment. In addition to a passing score on the interpreter assessment, each new hire must complete the following within the first ninety (90) days of hire:
 - a. Successfully pass the Purple VRS training based on the final recommendation of the VRS trainer.
 - b. Successfully pass the training on Ethical Behavior and Professional Conduct in the VRS setting.
 - c. Demonstrate competency as observed by a member of the management or training team while completing the Call Quality Check process.

Within sixty (60) days of ratification, the Company will establish similar training requirements for Spanish platform interpreters.

3. The Company recognizes the value of RID certification and will support full-time employees' efforts to become certified by making Article 29 Company payments for educational and professional development courses available for certification and fees for testing.

Article 23 - General Provisions

1. Bulletin Boards: The Employer agrees to provide bulletin boards suitably placed in all Centers for the use of the Union.
2. Outside Activity: Employees shall be free to engage in any activities outside of working hours, but may not knowingly compete against Purple or have any ownership interest in a business entity that competes against Purple.
3. Jury Duty and Witness Appearance: A full-time employee called to serve on a jury shall receive up to two (2) weeks regular weekly salary during periods of such service or appearance. A night shift employee called for such service or appearance shall not be required to work on the day or days so spent. Flex staff will receive unpaid release time for up to two weeks.

Since calls for jury duty occasionally arise at times that are inconvenient for the individual or the Company, management may explore procedures as are appropriate and necessary to request postponement of jury service to a more convenient time. If the employee is released from jury duty prior to the end of any business day, he/she must report back to work. The employee must provide documentation from the court to his/her supervisor to ensure payment for jury duty during work hours.

An employee subpoenaed to testify at a court or administrative proceeding will be allowed to take PTO or VTO.

4. Surveillance: The Employer shall notify the Union of any program that constitutes surveillance of employees or their workplace, including reasonable details regarding the nature of the program. The Employer shall also notify the Union in advance of any additional programs, deletion of programs, or substantial changes to any such program.

Article 24 - Union Representative

Union staff representative(s) shall be allowed reasonable access to non-production areas of call centers covered by this Agreement after coordinating with the Call Center Manager. Said representatives must follow all federally mandated rules and procedures. If it becomes necessary for the staff representative to discuss Union business with a member of the bargaining unit at the Company's facility, the representative may do so after first getting approval of the Call Center Manager or his/her designee. Such approval shall not be unreasonably withheld; provided, however, any such discussion shall be on non-work time and shall not cause any disruption of work of either the employee with whom the discussion is to be held or any other employee.

Article 25 - Employee Representatives

1. Time spent by Union stewards in grievance meetings or when representing an employee in investigatory meetings during the steward's workday shall be considered working time.
2. An employee's participation as Union representative in meetings of thirty (30) minutes or longer shall not reflect negatively in any performance standard.

Article 26 - Safe and Healthy Workplace

The Employer shall ensure that the Employer's premises are in conformity with federal, state and local health and safety laws and regulations. The Employer shall make reasonable efforts to ensure optimum working conditions. Employees shall have access at all times to the Center Emergency Procedure Manual.

1. The employer will continue to maintain a process through its Compliance Department for employees to report abusive callers. Should an employee wish to report a criminally abusive caller to the authorities, the employee may do so provided the employee also provides notice of their intent to file a police report to the Compliance Department first. To provide evidence of his/her charge, an employee may hit "print screen" provided the call is not connected to a second party. Should an employee choose to file a report with authorities on a criminally abusive caller, the employee will be the point of contact with the authorities and the employer will not interfere with the employee's pursuit of his/her filing. The Employer will cooperate with any criminal investigation while continuing to follow federal guidelines regarding customer information.
2. Contact information for any building security resources and for local law enforcement authorities will be posted in each call center.

Article 27 - Minimum Performance Expectations

1. The Union acknowledges that the Employer's expectations are: 80% log-in for core hours, which are 6:00 a.m. to 6:00 p.m. Pacific Time, Monday through Friday; 85% log-in for all non-core hours; and Average Speed of Answer (ASA) of five (5) seconds or less. Progressive discipline may be used for failure to meet these expectations subject to the just cause provision in Article 9 (Discipline).
2. The following fail safe plan will apply to log-in expectations:
 - a. If an employee's utilization for the first four (4) or more hours of the shift is 55% or higher, his/her log-in requirement will be reduced to 75% for each hour of the remainder of that shift.
 - b. All days which qualify for fail safe will be included in the calculation of the employee's utilization and in the enterprise wide peer average as described below.
3. Employees must also maintain utilization within 3% of their peer average on an enterprise wide basis (*i.e.*, all of the Employer's call centers). The peer average will be determined using a matrix comparing a.m.

core hours with a.m. core hours, and p.m. core hours with p.m. core hours and non-core hours with non-core hours.

- a. Comparisons for purposes of enforcing the above stated 3% utilization will be made over a two (2) month period ending on the last day of February, April, June, August, October and December of each year.
- b. Failure to have utilization within 3% of the peer average on an enterprise wide basis at the end of any two (2) month period as set forth above will result in coaching to ascertain the reasons the utilization standard was not met by the employee in an effort to assist the employee to improve his/her performance and avoid disciplinary action in the future.
- c. In any event, failure to meet the utilization standard for three consecutive two-month periods or for four (4) such periods in a rolling one-year period is grounds for termination subject to the just cause provision of Article 9 (Discipline), provided, however, that an arbitrator shall not have the authority to amend or modify any of the performance standards or expectations, or consequences for failure to achieve them set forth in this Article.
- d. None of the provisions is intended to, or shall be deemed to, restrict the Employer from taking disciplinary action, up to and including immediate termination.

Article 28 - Performance Standards

1. Interpreters who attend all-staff meetings of up to one (1) hour, which can be scheduled to occur each scheduling period (approximately every six (6) weeks) will have their time in attendance removed from VRS production.
2. Work Interruptions of thirty (30) minutes or longer caused by power outages, network interruptions, building evacuations and other events of similar nature will be removed from VRS production.
3. Employees will be provided team interpreting in accordance with Company policy, provided qualified interpreters are available to team.
4. Mexican Mother's Day: Trilingual employees who work on Mexican Mother's Day, May 10, will be assigned to answer calls in only one language platform, either English or Spanish.

Article 29 - Training and Education

1. The Employer shall continue its practice of paying the cost of educational courses, workshops and professional development courses for full-time employees that will improve the skills of the employee in the employee's present job or train the employee for promotion to higher positions.
2. The Company will make available training materials and/or workshops, without cost to the employees, that will provide them with the opportunity to obtain at least 1.6 CEU credits annually.

Article 30 - Work Stoppage

1. Prohibited Activity: During the term of this Agreement, neither the Union nor its agents or representatives, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit-down, sickout or slow-down, or any refusal to cross a picket line at or enter the Company's premises, or any other interference with any of the Company's services or operations, or with the movement or transportation of goods to or from the Company's premises.
2. Waiver By Union: The prohibitions of this Article are intended to apply regardless of the motivation for the strike or other conduct. By way of illustration only, this Article expressly prohibits (1) sympathy strikes

(individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining unit); (2) strikes over disputes that are not subject to arbitration; and (3) strikes in protest of alleged violations of state or federal law.

3. Union Obligation: If a violation of this Article should occur, the Union shall immediately do everything within its power to terminate the violation.
4. Penalty: Any employee who participates in any activity prohibited by this Article shall be subject to discharge or such lesser discipline as the Company in its discretion shall determine, provided, however, that such employee shall have recourse to the grievance and arbitration procedure as to the sole question of whether he or she in fact participated in such prohibited activity.
5. Union Officials: In view of their leadership positions, the Union's local officers employed by the Company shall attempt to end any violation of this Article by personally complying with the Article, and by urging others to do so.
6. Judicial Remedies: The Company shall be entitled to all appropriate judicial remedies, including but not limited to injunctive relief and damages, if a violation of this Article should occur. It may immediately institute judicial proceedings to obtain such remedies, without any prior obligation to seek relief under the grievance and arbitration procedure of this Agreement. Injunctive relief shall be available to the Company regardless of whether the dispute giving rise to the conduct prohibited by this Article is subject to arbitration.
7. No Lockouts: The Company agrees that there shall be no lockout during the term of this Agreement. As used herein, the term "lockout" shall not include the closing down or curtailment of operations or layoffs due to economic conditions, business or operational reasons, natural disaster, or reasons beyond the Company's control.
8. Non-Disparagement: Neither the Union nor its agents shall purchase or use billboard, bench, newspaper, TV, radio, magazine, Internet, including but not limited to CWA's website, or other advertisements disparaging the Company or its employees or management or services during the life of this Agreement. The Union will also not place or cause anyone to place the Company or its services on any "Do Not Patronize" or "Unfair Lists."

Article 31 - Conformity to Law

1. If any provision of this Agreement shall be found to be in conflict with state or federal law, the remaining provisions thereof shall remain in full force and effect.
2. In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event that a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected provision.

Article 32 - Plant Closure

The Company will provide the Union and the employees any plant closing notice required by applicable Federal or State law and, in any event, will provide prior notice to the Union and will bargain with the Union regarding the effects of any such closure.

Article 33 - Notices

1. To Company

- a. Notices by the Union to the Company shall be sent to the following address:
Vice President of Human Resources
Purple Communications, Inc.
595 Menlo Drive
Rocklin, CA 95765

2. To Union

- a. Notices by Company to the Union shall be sent to the following address:
Executive Officer
Pacific Media Workers Guild
433 Natoma, 3rd Floor
San Francisco, CA 94103

3. Change of Address

- a. If either of the addresses set forth above should change, the party whose address changes must notify the other of the change at the address stated above.

Article 34 - Management Rights

Specified Rights of Management

The Company retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited by a provision of this Agreement, including the following: (i) to manage, direct and maintain the efficiency of its business and personnel; (ii) to manage and control its departments, buildings, facilities, equipment and operations; (iii) subject to effects bargaining, to create, change, combine or abolish jobs, departments and facilities in whole or in part; (iv) to discontinue work for business, economic, or operational reasons; (v) to direct the work force; (vi) to increase or decrease the work force; (vii) to determine staffing patterns and levels and the number of employees needed; (viii) to lay off employees; (ix) to hire, transfer and promote employees; (x) to demote, suspend, discipline and discharge employees; (xi) to maintain the discipline and efficiency of its employees; (xii) to establish work standards, (xiii) to establish schedules of operations; (xiv) to determine call center operating hours; (xv) to specify or assign work requirements and overtime; (xvi) to assign work and decide which employees are qualified to perform such work; (xvii) to determine working hours, shift assignments, and days off; (xviii) to adopt reasonable rules of conduct, appearance and safety, and penalties for violations thereof; (xix) to determine the type and scope of work to be performed and the services to be provided to customers (xx) to determine whether new non-interpreting work will be assigned to bargaining unit employees or other employees (xxi) to determine the methods, processes, means and places of providing services to customers; (xxii) to determine the quality of customer services; (xxiii) to acquire and dispose of equipment and facilities; (xxiv) to determine the places where work will be performed; (xxv) to pay wages and benefits in excess of those required by this Agreement; and (xxvi) to effect technological changes in its equipment and operations.

Article 35 - Term

The term of this Agreement shall begin on April 1, 2015 and continue through the end of the day prior to the second anniversary of this Agreement; provided, however, either party may reopen negotiations on wages only by providing written notification of its decision to reopen negotiations on wages to the other party no more than forty-five (45) days and no less than thirty (30) days before the six (6) month, the one (1) year, and the eighteen (18) month anniversary of this Agreement; provided, however, neither party may exercise this reopener more than twice. The parties agree that they will make themselves available to meet promptly after notice to reopen on wages is provided, and will make themselves available to meet as often as necessary with the goal of concluding any reopener negotiations by the applicable anniversary date. If no agreement is reached between the parties, and the Employer implements a

change to wages without the Union's agreement, the issue of whether an impasse existed shall be decided by an arbitrator in an expedited arbitration. Either party may submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators who would be available to hear this matter on an expedited basis and the parties will strike from that list within three (3) days of receipt of the list, with the first strike determined by lot. The arbitrator will hear the matter within seven (7) days of being chosen, on consecutive days if the hearing lasts more than one (1) day, and will render a decision and award within three (3) days of the conclusion of the hearing.

In the event of an impasse in reopened negotiations on wages, the Union shall have the right to strike, despite the provisions of the Work Stoppage provision of this Agreement. If a strike is not ongoing on the 90th day following impasse, the union's right to strike provided herein shall terminate.

Whether or not either party elects to reopen this Agreement on wages as provided above, either party may serve written notice to the other party of its intent to terminate or amend this Agreement between the 90th and 61st days prior to its expiration date.

In witness whereof, the said parties by their representatives duly authorized to act have hereunto set their hands and seals on this ____th day of _____, 2015.

PURPLE COMMUNICATIONS, INC.

PACIFIC MEDIA WORKERS GUILD, TNG-CWA 39521

By: _____
BOB RAE, President and CEO

By: _____
CARL HALL, Executive Officer

By: _____
TONYA MONETTE, Vice President of Human Resources

By: _____
Center Unit Chair

LETTER OF AGREEMENT

A committee consisting of two representatives chosen by the Union and two chosen by the Company shall be formed to discuss issues of mutual interest and concern . The committee shall meet telephonically at a mutually convenient time on approximately a quarterly basis. An agenda shall be completed for each meeting by the Union chosen representatives and provided to the Company representatives at least one week prior to the meeting and shall be subject to modification by the Company chosen members.

The committee shall have no authority to modify the provisions of the Collective Bargaining Agreement. Time spent in meetings by the Union chosen representatives shall be work time.

PURPLE COMMUNICATIONS, INC.

By: _____

BOB RAE, President and CEO

By: _____

TONYA MONETTE, Vice President of Human Resources

PACIFIC MEDIA WORKERS GUILD, TNG-CWA 39521

By: _____

CARL HALL, Executive Officer

By: _____

Center Unit Chair