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ARTICLE 1 – AGREEMENT

This Agreement is entered into July 1, 2020 by and between IT Coalition (hereinafter called the “Employer”) and the United Electrical, Radio and Machine Workers of America, and its affiliate, UE Local 808, (hereinafter called the “Union”).

ARTICLE 2 – RECOGNITION

The Employer recognizes the UE as the sole exclusive bargaining agent for all regular full-time and regular part-time clerical employees engaged in file maintenance and processing, including Couriers/Drivers, Accounting Clerks, General Clerks, Data Entry Operators, Quality Control Data Collectors, and Quality Control Analysts employed by the employer at the U.S. Citizenship and Immigration Services Center located in Lincoln, Nebraska but excluding all other employees, temporary employees, administrative assistants, professional employees, managerial employees, guards and supervisors as defined in the National Labor Relations Act for the purpose of collective bargaining with respect to rates of pay, hours of work and all other conditions of employment.

ARTICLE 3 – MANAGEMENT RIGHTS

The Union acknowledges that the Employer has the responsibility to successfully execute its portion of the SCOSS program in accordance with all applicable laws and regulations and agrees that except as expressly limited by specific language in this Agreement or by federal or state law, all statutory and inherent management rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights in accordance with its sole and exclusive judgment and discretion: to all rights it had at the time it was awarded the SCOSS program; to reprimand, suspend, discipline and discharge employee(s) for cause; to determine the number of employees to be employed, to hire employees, determine their qualifications and assign and direct their work: to promote, demote, lay off and recall to work or terminate or otherwise relieve employees from duty for lack of work or other reasons: to make temporary or permanent transfers; assign and schedule work or shifts, determine the number of hours per day or per week services or operations will be performed, including, determining the need for overtime, when it shall be worked and requiring employees to perform overtime work; determine and from time to time re-determine the number, location and type of its operation and the methods, materials, equipment, processes and facilities to be employed; to introduce and use new technology, equipment, machinery, tools, processes, practices or labor saving devices or methods of performing work; to issue, amend, and revise policies, rules, regulations, practices, and procedures; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Employer, and to direct the Employer's employees; discontinue services or operations or to discontinue the performance of such services or operations by employees

of the Employer; to utilize suppliers and subcontractors and otherwise to take such measures as the Employer may determine to be necessary for the orderly and efficient operation of the business.

The foregoing enumeration of Management's Rights shall not be deemed to exclude other rights of management, not specifically set forth, provided that no supplementary right of management may abridge any specific term of this agreement. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 4 – NO DISCRIMINATION

The Employer and Union agree that there shall be no discrimination on the basis of race, color, religion, gender, disability, age, national origin, ancestry, gender identity, sexual orientation, marital status, military status, veteran status, or any other unlawful criteria as those terms are defined under federal and state laws and regulations governing employment. It is agreed that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of their membership or non-membership in the Union. Neither party shall retaliate against an employee for participating in the grievance process or an Employer investigation.

ARTICLE 5 – GENDER NEUTRAL

All gendered pronouns in this Agreement shall be changed to 'the employee' 'they', 'them', 'their', etc. as applicable.

ARTICLE 6 – UNION MEMBERSHIP RIGHTS

One representative of the local union shall be granted up to fifteen (15) minutes for Union orientation during the formal orientation for new or recalled employees either as a group or with individuals. When the employer does not have a formal orientation program, the Employer will notify the Local Union President or Chief Steward that an employee(s) has been hired or a recalled employee(s) has returned to work. The Employer will allow, as the Union may elect, up to fifteen (15) minutes for the Union orientation with the new or recalled employee to be scheduled by the Employer within thirty (30) days of the date of hire. In the event that the employer does not have a formal orientation, the Union orientation shall be without loss of pay for the new or recalled employees. In the event the Union orientation is for five or more new or recalled employees at one time, the Union may have up to thirty (30) minutes for Union orientation.

ARTICLE 7 – CHECK-OFF

Upon receipt by the Employer of a written checkoff authorization signed by the employee, during the term of this Agreement the Employer agrees to deduct from the wages of each of its employees, as so requested in writing, all initiation fees and dues or applicable Service Fees until such authorization is revoked by the employee in accordance with this Agreement. Such written authorization may be revoked by the employee by written notice to the Employer and the Union.

The Employer shall deduct from an employee's wages only that amount of money which the Treasurer of the Union has certified to the Employer, in writing, is the amount of dues, properly established by the Union in accordance with applicable law and the Union's constitution and bylaws, required of all members as a condition of acquiring or retaining membership in the Union. If, for any payroll period in which the Employer is obligated to make deductions pursuant to this Agreement, the wages owed an employee (after deductions mandated by any governmental body) are less than the amount of money which the employee has authorized the Employer to deduct pursuant to any such written authorization, the Employer shall make no deductions from wages owed to the employee for that payroll period and shall make no deductions, which would have been made from wages owed the employee for that payroll period, from wages owed the employee for any future payroll period.

The deduction will be made on every regular paycheck in equal amounts as determined by the Union.

The Employer will remit the amounts so deducted, along with a manifest of the deductions in electronic spreadsheet formats to the applicable UE Local 808 designee on a monthly basis. This remittance will be made no later than 10 business days following the last paycheck of the month for the deductions of that month.

The Union agrees to indemnify and hold the Employer harmless from and against any and all claims, demands, suit or other form of liability that arise out of, or by reason of, any action taken by the Employer pursuant to the provisions of this article, including the reasonable costs of any defense made necessary by any such liability, claims, suit or dispute.

ARTICLE 8 – NO STRIKE NO LOCK OUT

It is expressly understood that the Employer's business is directly related to important and critical work of the United States Government, and that efficient and uninterrupted services must be furnished to the agency that has need of and makes use of the capabilities of the Employer. Therefore, the parties agree that during the term of this Agreement and any extension thereof:

- A. The grievance and arbitration process shall be the exclusive means for the resolution of all disputes that may arise between the Parties or employee(s) and the Employer.
- B. The Union, its officers, agents, stewards, members, and all other employees shall not for any reason or in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, refusal to work, refusal to cross a picket line or any other action that would or does interrupt or interfere with any of the operations of the employer.
- C. Any employee or employees who individually or collectively violate the terms of this Article or participate in any activities prohibited by this Article will be immediately discharged. Any such disciplinary action shall be subject to the grievance and arbitration procedure defined herein, provided that if the Employer proves that the employee(s) did participate in such action, in violation of this provision, then the Arbitrator shall not have the authority to change the discharge.

In the event of a threat of or actual violation of this Article, the Union, its officers, agents and members agree that they will use their best efforts to prevent and/or end such prohibited conduct, utilizing every possible means to include but not be limited to:

- 1. Requesting through personal contact or meeting with employees that they comply with the Agreement and not encourage or participate in any prohibited conduct.
- 2. Notifying all employees that such prohibited conduct is unauthorized and in violation of the Agreement.
- 3. Informing those employees who are engaging in prohibited conduct that they should return to work and/or otherwise fully comply with the terms of this Agreement.

Violation of this Article, and any resulting liability, shall not be excused or forgiven because the Union is engaged in any form of lawful or unlawful strike or other collective activity against any other contractor, or because the employees covered by this Agreement engaged in any form of conduct prohibited by this Article in support

of or in sympathy with the employees of any other employer who may be engaged in a strike or other form of collective activity.

In consideration of the Union's commitment as set forth above, the Employer shall not in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any lockout of the Employees from the facility.

ARTICLE 9 – BULLETIN BOARDS

The Union can install bulletin boards for the exclusive use of the Union. The Employer will consult with the Union to determine the locations most suitable for bulletin board placement and will make reasonable efforts to accommodate the Union's request. The bulletin boards shall be glass enclosed and have a locking mechanism.

It is understood that the bulletin boards shall not be for the posting of any material derogatory to the Employer or its employees. Similarly, the Employer shall not post any material derogatory to the Union or its employees on Employer bulletin boards.

It is acknowledged by the Union and the Employer that the Employer's obligation under this provision is subject to the Government's agreement allowing the placement of the bulletin boards in the buildings referenced in this Article 9, and is subject to any installation requirements imposed by the Government. Further, any costs associated with the installation of the bulletin boards will be borne by the Union.

All material displayed on each bargaining unit bulletin board shall conform to, and remain in compliance with Federal agency policy and federal, state, and local law governing limitation of content to ensure work environments remain free from harassment.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

Except as otherwise provided with respect to probationary employees in Article 13 of this Agreement, the Employer may discipline or discharge employees for just cause.

During any discussion or conferences with employees, the substance of which in whole or in part, may lead to disciplinary action, the employee may request that a Union steward be present. The Employer agrees that such discussion or conferences will generally take place in a private meeting space (like a supervisor's office or conference room). If asked, the Employer agrees to inform the employee of the purpose of the meeting. In the event that a Union steward is requested and is not immediately available, the Employer will wait a reasonable period of time, but no later than one (1) regular business day at the Star Building or two (2) regular business days at the Federal Building or the Highlands, before proceeding with the discussion or interview. In emergency situations which otherwise require immediate action, the Employer may proceed with the discussion or conference without the presence of a Union steward.

It is understood that any employee who is suspended pending an investigation into an alleged wrongdoing shall be paid for the terms of such investigatory suspension. The Employer shall notify the Union within twenty-four (24) hours after it notifies the employee that the employee will be placed on an investigatory suspension. The Employer shall investigate the allegations on a timely basis, which generally shall not exceed five (5) business days. If an employee is on approved leave, the Employer shall wait until the employee returns to work to place the employee on an investigatory suspension.

If all parties agree, during an investigatory meeting, interpretation may be performed by having a steward (or another employee, if the employee being investigated, the steward and the manager all agree) and a member of management staff participate who are both fluent in the language. If the parties cannot mutually agree, the Employer shall provide access to interpretation services if it is determined that such services are required for proper communication.

ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE

The Employer and the Union shall make good faith efforts to discuss and, if possible, to resolve grievances informally and in a timely manner.

The exclusive means to resolve any dispute involving the application or interpretation of the terms and provisions of or alleged violations of this Agreement should the parties not be able to resolve the grievance informally, unless otherwise provided in the Agreement, shall be the following procedures:

STEP 1 – Within five (5) business days of the event which gave rise to the dispute, any matter of contention between an employee, or the Union and the Employer initially shall be presented by the employee, and fully discussed, with or without a steward, between the affected employee or the Union and the appropriate Employer supervisor in order to resolve the matter. For events involving discipline, Step One shall be initiated within five (5) business days of the Employer notifying the Union of the discipline by way of sending an electronic copy of the discipline to the Chief Steward or designee. The responding party must provide a response within five (5) business days of the Step 1 meeting.

STEP 2 – If the matter is not resolved at this Step 1, either party may advance the matter to Step 2 within five business days of the Step 1 response. Either party may submit a grievance by reducing it to writing on a form approved by the parties and submitting the written grievance to the other party. The Union shall submit its grievance to the Site Manager and the Employer shall submit its grievance to the Chief Steward. The written grievance shall set forth a statement of the dispute, including the date the event(s) occurred that gave rise to the grievance, the details of the event, the Article(s) of this Agreement allegedly violated, and the specific remedy or relief requested.

The Site Manager, or designee, and the Chief Steward or designee shall discuss the grievance at a mutually agreeable time but no later than ten (10) business days after the Step 2 grievance has been submitted to the other party in an effort to resolve the dispute. The responding party will provide a written electronic response to the grievance to the Site Manager, or designee, or the Chief Steward, or designee, within ten (10) business days of the Step 2 meeting.

STEP 3 – If the grievance is not resolved at Step 2, the initiating party may advance the grievance to Step 3 by submitting a written request to the other party within ten (10) business days of receiving the Step 2 response. The Union shall submit the Step 3 request to the Employer’s designated Human Resources representative and the Employer shall submit the Step 3 request to the Union Steward. The parties shall discuss either in person or via teleconference the Step 3 grievance at a mutually convenient time, but no later than ten (10) business days after the Step 3 request was submitted to the other party, in an effort to resolve the dispute.

The responding party shall provide the initiating party with a written response to the grievance that either memorializes the parties’ resolution of the grievance or responds to the grievance’s allegations within ten (10) business days of the date of the Step 3 discussion.

A grievance involving a disciplinary suspension or a discharge, or those which affect employees in more than one department may be initiated under Steps 2 or 3 above.

All grievances at Step 2 and 3 of the procedure set forth in this Agreement shall be signed and dated by the aggrieved employee and/or the Union Steward. All written answers submitted by the Employer shall be signed and dated by the appropriate Employer representative.

No aggrieved party shall have any right to invoke the grievance procedure except as provided above, nor the arbitration procedure except as provided below. In this regard, the time limitations set forth in this Article are intended to be strict statutes of limitation and any grievance and/or request for arbitration shall be null and void if at any Step in the Grievance process the party initiating the grievance fails to advance the grievance to the next step within the required time. Such grievance will be considered closed and there shall be no further appeal or review. If the responding party fails to respond within the required time, the Grievance shall be treated as denied and will automatically be advanced to the next Step in the Grievance process, with the exception of Arbitration. It is understood that the time limits specified herein may be extended by the mutual written agreement of the Employer and the Union.

If the responding party’s answer in Step 3 of the Grievance process is not satisfactory, the grievance procedure shall have been exhausted. In accordance with the procedures set forth below, the initiating party may submit the matter to arbitration.

ARBITRATION

If a grievance is not resolved in Step 3, the Union may appeal the dispute to arbitration by notifying the Federal Mediation and Conciliation Service, with a copy of the notice simultaneously sent to the other party, of its intent to arbitrate the dispute. Such notice must be sent within thirty (30) calendar days after the date of the responding party's Step 3 response. Failure to submit the grievance to arbitration in a timely manner shall terminate that grievance and relieve the Employer against whom the grievance was filed of any responsibility to provide a remedy for the alleged violation.

REPORTING OF ARBITRATION PROCEEDING: Either party or both will be allowed to have the arbitration recorded and reported by a certified court reporter. If both parties agree to retaining the services of a court reporter for recording and reporting the arbitration proceedings, and/or if both parties obtain a copy of the arbitration hearing transcript (no matter which party initially retained the court reporter), payment of the fees and costs of the court reporter and the cost of the arbitration hearing transcript for the arbitrator shall be shared equally by the Employer and the Union. If only one party retains the court reporter and obtains a copy of the hearing transcript, the party shall bear the fees and costs of the court reporter and the cost of the hearing transcript for the arbitrator. In either case, each party shall bear its own costs for its copy of the arbitration hearing transcript.

ARBITRATOR'S JURISDICTION: The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure.

The arbitrator may award back pay or other monetary damages provided that neither party nor any employee(s) shall be liable for, nor shall the arbitrator award, any back pay or other monetary damages prior to ten (10) business days preceding the filing of the Step 2 grievance. Any settlement arrived at in accordance with the provisions of the above paragraphs, or the decision of the arbitrator made pursuant to the provisions of the above paragraphs, shall be final and binding upon all parties to such matter.

FEES AND EXPENSES OF THE ARBITRATION: The expenses of the arbitration, including the arbitrator's fees and expenses, and the cost of the hearing room shall be shared equally by the Employer and Union. Except as specifically provided in this provision, each party shall bear its own arbitration expenses, including costs and fees of its representatives, attorneys, witnesses, and its copy of the transcript.

All time spent by Stewards or witnesses participating in the arbitration process shall be unpaid.

ARTICLE 12 – UNION STEWARDS AND VISITATION

The Employer agrees to recognize the Stewards duly authorized by the Union to represent those employees covered by the terms of this Agreement.

The Union shall provide the Employer with a complete, current roster of all Local 808 Union Stewards no less frequently than annually. The Employer will only recognize those stewards whose names are contained in the current roster or who are identified as a Steward by the Chief Steward. It will be the Union's responsibility to maintain and provide a complete, current roster.

Subject to other provisions of this Article, the Employer will permit the Union Steward(s) to take reasonable and necessary time off during their normal work hours to permit the Steward(s) to administer the terms of this Agreement, provided that such time off does not unreasonably interfere with the Steward(s)' assigned work duties. Furthermore, the Union will ensure that Stewards engage only in those activities that are authorized by this Agreement. The necessary time away from the Steward's work assignment shall be scheduled as far in advance as practical to minimize interruptions to work. When a Steward finds it necessary to take time off under this Article, the Steward shall notify the Steward's Supervisor.

Upon entering the work area of another Supervisor's responsibility, the Steward will contact the Supervisor before attempting to contact any employee. If a Steward requests to enter the work area of another Supervisor to contact a bargaining unit employee for a specified reason regarding union business, such request shall be accommodated immediately, unless compelling work commitments dictate otherwise. Immediate accommodation means that the Steward will generally be given immediate access to the employee. One example of a compelling work commitment is a fee custody issue. If immediate access is not granted, the Supervisor will establish an alternate time at which the Steward can contact the employee(s). If the compelling commitment is a fee custody issue, the alternate time will be within four (4) hours of the request. Depending on shift schedules, the alternate time may be the following work shift.

The scope of a Steward's activities during working time shall be limited to the following. It is understood that the Steward shall be on unpaid time to fulfill the following activities:

- A. To consult with an employee regarding the presentation of a complaint or grievance concerning this Agreement for which the employee desires a Steward to be present.
- B. To investigate a complaint or grievance before presentation to the appropriate Supervisor. There shall be no solicitation of complaints or grievances.
- C. To attend an Arbitration as directed by the Union.

It is understood that there will be of bank of paid, work time from which Stewards can draw to fulfill the activities described below. The bank of time will consist of six (6) hours per month from which all Stewards will draw. Upon exhaustion of the monthly bank of hours, time spent on the activities described below will be unpaid time.

- A. To present a complaint or grievance concerning this Agreement at an employee's request to the employee's immediate Supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- B. To meet with an appropriate Supervisor or other designated representative of the Employer when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.
- C. In accordance with the provision of Article 10, to attend a conference or discussion, at the request of an employee, between the employee and a Supervisor.

It is agreed that the Employer shall not be required to pay a Steward or an employee for any time that the Steward or employee is away from work to serve the Union in any official capacity or to serve on any Union committee.

Subject to existing security regulations, the authorized National Union Representative shall have access to the Employer's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the Grievance Procedures, and ascertaining whether or not this Agreement is being observed. Any such visits shall be at reasonable times and intervals. The Representative shall provide the Employer's Site Manager, with as much advance notice as possible and the information required by the National Industrial Security Program Operating Manual (NISPOM) 6-103 and USCIS government regulations to provide adequate time to process and disseminate the visit request. The representative shall report to the Site Manager's office before entering the work area. Visits with employees in work areas shall not interfere with employees' work.

ARTICLE 13 – PROBATIONARY/TEMPORARY EMPLOYEES

All new or rehired employees shall be probationary until their 90th calendar day of employment at which time they acquire seniority status. During the probation period, a probationary employee may be discharged by the Employer without challenge. An employee's seniority shall accrue during the probationary period. Employees rehired within 12 months will not be subject to a probationary period.

It is understood that the Employer may hire temporary employees, but no temporary employee shall be employed more than four (4) months in a twelve (12) month period.

ARTICLE 14 – SENIORITY

1. Bargaining unit seniority (“seniority”) shall be computed as provided below:
 - a. Each employee shall accumulate seniority for service with the Employer and/or service at the USCIS Nebraska Service Center in a position within the bargaining unit as defined by Article 2 of this Agreement. If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee whose name appears earlier on the Employer’s alphabetical listing of employees, last name in ascending order, shall be deemed more senior. Seniority shall be applicable only as expressly provided in this Agreement.
2. An employee will lose seniority and their employment with the Employer will be terminated under the following conditions:
 - a. Discharge for just cause.
 - b. Resignation of more than 12 months.
 - c. Failure to respond to recall notification within five (5) business days after notification by the Employer to return to work. It shall be the responsibility of the employee to keep the Employer advised of their current address.
 - d. Failure to be recalled from Layoff within 12 months.
 - e. Failure to report to work upon the expiration of an approved Leave of Absence.
 - f. Accepting other employment while on an approved Leave of Absence without the prior permission of the Employer, or acting in a manner inconsistent with the conditions of the leave. It is understood that this does not apply to Union leaves of absence.
 - g. An employee is absent from work and fails to call in to report their absence for a period of three (3) consecutive work days.
 - h. Settlement of a Worker’s Compensation claim for total permanent disability.

The Employer shall provide the Union President with a current seniority list on a quarterly basis.

ARTICLE 15 – LAYOFF AND RECALL

The Employer solely will determine the timing of layoffs and the number of employees to be laid off. A uniform reduction in the number of hours scheduled in a work-week for all employees in a seniority pool shall not constitute a layoff. In the event that the Employer determines there is a need to reduce the workforce, employees shall be selected for layoff from the affected job classifications in the following sequence:

1. Temporary Agency personnel (“temporaries”) performing work in the affected job classification shall be released first, provided the bargaining unit employees have the ability and qualifications to perform the remaining work;
2. Probationary employees provided the bargaining unit employees have the ability and qualifications to perform the remaining work;
3. Bargaining unit employees having the lowest seniority.

Bargaining unit employees will be given two (2) weeks notice of layoff or pay in lieu of notice, at the discretion of the Employer.

A copy of the layoff notice will be given to a Union Steward.

It is understood that before any bargaining unit employees are laid off, the employer shall first ask for volunteers from among the bargaining unit employees in the affected jobs classifications to be laid off. The Employer may also ask for volunteers to work part time in the affected job classifications. If there are a greater number of volunteers to work part time than is needed the Employer shall award the positions to the most senior volunteer employees. If an insufficient number of employees volunteer for layoff or part time positions, then the procedure outlined above will be implemented.

It is understood that if an employee selected for layoff has the skills and qualifications to perform remaining work in another job classification which is the same pay rate or lower then such employee may displace the least senior employee in another classification.

RECALL FROM LAYOFF

If the Employer determines to fill a vacancy, employees shall be recalled by seniority. The Employer will forward notice of recall by certified mail to the last known address of the employee reflected on Employer records. The employee must, within five (5) business days of delivery or attempted delivery of the notice of recall, notify the Employer using the procedure specified in the notice of recall of the intent to return to work on the date specified for recall, and, thereafter, return to work on such date.

It is understood that:

- No temporary employee may be hired until all employees on layoff have been offered any open positions under Article 16 and this Agreement.
- Any employee who volunteered and was made part-time shall have their full time hours restored before employees on layoff are recalled.
- An employee who has been afforded the opportunity of recall under Article 15 and Article 16 who refuses such recall shall be deemed to have waived all recall rights under this Agreement except that an employee may refuse an offer to a position
 - For which the employee lacks the minimum skills required (such as Data Entry skills for the offered position) and/or
 - The open position is on a shift other than the shift the employee worked prior to layoff and/or
 - The open position is in a facility other than the facility the employee worked prior to layoff without forfeiture of future recall rights.

Any employee on layoff who refused an offered position under the terms described above shall continue to have full recall rights for twelve (12) months from the date of layoff as described in Article 14, Seniority, of this Agreement.

ARTICLE 16 – JOB POSTINGS

If the Employer determines that a job vacancy exists within the bargaining unit, it will use the following procedure to fill the vacancy:

Such vacancy or new job shall be posted for five (5) business days on the employee bulletin board for bargaining unit employees. Any employee may submit a bid for the job to their Supervisor and the site Human Resources Recruiting Representative, in writing, during the posting period. The Employer shall not be required to post a notice of vacancy or job opening for a particular job on the same shift more than once every thirty (30) days. Any bid submitted within the posting period shall remain valid for thirty (30) days.

Job postings shall include job classification, rate of pay for bargaining unit positions, work site, location, and shift.

At the end of the posting time period, the Employer shall award the job to the qualified applicant with the longest bargaining unit seniority except for movement to the GC II, GC III and Production Control Clerk positions. For the GCII, GC III and Production Control Clerk positions, the Employer will award the job to the most qualified applicant. If two or more applicants have relatively equal qualifications, selection will be by seniority. Qualifications may include prior work experience and prior training.

In the event no employee is selected for the job opening as a result of the job posting process, the Employer shall utilize the recall process in Article 15.

After positions have been filled using the job posting process, the Employer will review the recall list. If the position cannot be filled using the recall process, the Employer may hire a new employee.

An employee who is unable to perform the job to which he/she bid to the satisfaction of the Employer within sixty (60) work days after being awarded the job, shall be returned to the job classification held at the time of submitting the bid.

If an employee is not satisfied in the new position, they may choose to return to the job classification held at the time of submitting the bid within sixty (60) work days after being awarded the job, so long as there is an opening in that classification.

ARTICLE 17 – HOURS OF WORK

The workweek shall consist of seven (7) consecutive days as scheduled by the Employer.

Within each workweek the Employer will establish regular work schedules for employees.

For a regular, fulltime employee the work schedule shall consist of forty (40) hours of work on five (5) consecutive days within a workweek.

The Employer may establish and assign employees to various work shifts as their regular schedule.

To the extent possible, the Employer will provide notice to the Union in the event of a change to the then current workweek, work schedules or shift(s) and will commence bargaining over the effects of such a change. No provision of this Agreement shall be construed as a guarantee of any specific number of hours of work either per day or per workweek.

All employees shall receive an unscheduled fifteen (15) minute paid break for every four (4) hours worked. The Employer reserves the right to schedule the break if there are compelling work commitments.

All employees who work more than six (6) hours a day shall receive an unscheduled thirty (30) minute unpaid break. The Employer reserves the right to schedule the break if there are compelling work commitments. An employee scheduled to work six hours, however, may forgo the 30-minute break.

Employees who work at least forty (40) hours per week shall be considered full time employees.

ARTICLE 18 – DUTY TO COOPERATE

The parties agree to cooperate to work towards creating a work environment that is respectful, efficient, responsive, and accountable. In the pursuit of the aforementioned, the parties agree to hold regular Labor Management meetings on a monthly basis. Such meetings shall be for up to one hour, unless both parties agree to extend the time of the meeting. These meetings will be without loss of pay for up to four Union members in attendance and will be considered hours worked. The same conditions will apply for any other meeting called by management.

ARTICLE 19 – EMPLOYEE SAFETY AND HEALTH

The Employer and the Union shall cooperate in continuing the objective to eliminate accidents and health hazards at its site during the hours of employment and in accordance with federal, state, and local law. In complying with this objective, the Union and the Employer recognize that employees covered hereby are performing services for the U.S. Government in U.S. Government facilities and by use of U.S. Government equipment and fixtures. The Employer is not authorized to maintain, modify, or repair such government facilities nor fixtures except as contractually directed.

The responsibility for achieving and maintaining a safe work environment is shared by the Employer, the Union, and each of the Employees. All Employees shall perform their duties in a safe manner.

A Safety and Health Committee, consisting of three (3) members designated by the Union from among the employees, and three (3) members designated by the Employer, shall be established. The Committee shall meet at mutually agreeable times, but not less frequently than twice a year. Unless extended by the mutual agreement of all members of the Committee, each meeting of the Committee shall be limited to a duration of one (1) hours. The Committee shall be established no later than sixty (60) days following the ratification date of this Agreement. The Committee may consider such matters relating to safety and health as the members designated by the Union and members designated by the Employer mutually agree, and may make recommendations to the Employer regarding such matters. Scheduled work hours lost by the employee members of the Committee shall be with pay.

Any unsafe condition shall be reported to the immediate supervisor. No Employee shall be disciplined for refusal to work on any job where the employee has a reasonable and good faith belief that the job presents an abnormally dangerous condition or an imminent hazard to safety and health of the employee.

Likewise, no alleged violations of the above section of this article shall be reviewable through the arbitration provisions of this agreement.

ARTICLE 20 – EMPLOYEE RECORDS

Upon submitting a written request to their supervisor, employees shall be allowed to review their official personnel records at a mutually convenient time and place. The employee must view the personnel record in the presence of a supervisor or site administrator. A reasonable number of copies of non-confidential or non-proprietary information will be provided to the employee upon request.

ARTICLE 21 – TRAINING

The Employer and the Union recognize the value of providing adequate training to employees, including employees who are temporarily or permanently assigned to new or different duties, and agree to cooperate to achieve that objective. The responsibility for achieving this goal is shared by the Employer, the Union and each affected employee. The job of training bargaining unit employees will be primarily performed by management and the General Clerk III.

ARTICLE 22 – EVALUATIONS

The Employer may evaluate employees at the end of their probationary period and periodically thereafter. Performance evaluations shall be designed to fairly and constructively assess an employee's strengths and weaknesses.

ARTICLE 23 – GOVERNMENT FURNISHED EQUIPMENT

In the course of their employment with the Employer, employees are furnished and work with U.S. Government and/or Employer-furnished equipment, property and materials. Each employee is responsible to take reasonable care of the equipment, property and materials they work with during their working hours, and will use their best efforts to notify the Employer of any damage to or defects in such equipment, property and materials.

ARTICLE 24 – GOVERNMENT CONTRACTOR SECURITY

The parties jointly recognize that the Employer is a contractor to the U.S. Government and as such performs work in a U.S. Government facility and that it must comply with the security and facility requirements and directives of the U.S. Government. The Employer shall report information regarding employees only to the extent that it needs to fulfill its obligations to the U.S. Government or to comply with applicable law. Should the U.S. Government direct that any employee(s) be removed from the facility or be prohibited from performing any work on this subcontract, the Employer will attempt to determine the reasons for that direction, and if appropriate attempt to get the direction reversed. However, if the U.S. Government does not change its direction, the employee's employment will be immediately terminated. The Employer's compliance with those directives and termination of the employee's employment shall not be subject to the Grievance and Arbitration Procedure except as to the fact of the Employer's action having been taken at the direction of the U.S. Government.

As a contractor performing work on a Federal contract, the Employer is required at all times to fully meet its contractual obligations. Nothing in this Agreement is intended nor will any provision of this Agreement prevent the Employer from fully meeting its obligations and responsibilities as a contractor. The Union fully recognizes that from time to time, the Government may impose various demands or obligations upon the Employer and that the Employer and its employees must meet such demands or obligations and comply with such rules and regulations as may be promulgated or imposed by the Government.

The Employer, all representatives of the Union having access to the premises, and all employees are required to comply with applicable Government security regulations when performing work for the Government.

It is understood that a U.S. Government issued finding of Public Trust and/or security clearance is required in order to perform Bargaining Unit work and that such a finding of Public Trust and/or security clearance is a condition of continued employment with the Employer. In order to retain such findings of Public Trust and/or security clearances, employees may be subject to investigation for security clearances under regulations prescribed by The U.S. Government. A loss of such finding of Public trust and/or security clearance by the employee shall result in the immediate termination of their employment. Such termination of employment shall not be subject to the Grievance and Arbitration procedure except as to the fact of the loss of the security clearance.

In the event, however, that a review, duly made within 180 days by the appropriate government authority, shall result in a reversal of the original direction or loss of the finding of Public Trust and/or security clearance, the employee shall be returned to the job classification from which the employee was removed in accordance with the employee's accumulated seniority. Such employee shall not receive payment for wages or benefits lost during the period of removal from the classified work.

ARTICLE 25 – TEMPORARY TRANSFERS AND ASSIGNMENTS

- A. In the event it becomes necessary to temporarily transfer an employee from one facility to another facility, the Employer shall first ask for volunteers for such a transfer. Only volunteers who are qualified to perform the work shall be accepted. In the event there are an insufficient number of qualified volunteers, the Employer shall select the least senior employees for the temporary transfer based on the skill and ability necessary to perform the work as determined by the Employer. Wages paid to the employee during temporary transfers shall be the employee's regular hourly rate of pay or the rate of pay for the job being performed, whichever is higher.
- B. The Employer retains the right to temporarily assign employees to another function when it concludes that such action is necessary. Any employee who is temporarily assigned to another function shall be paid the employee's regular rate of pay or the rate of pay applicable to the work actually performed during the temporary assignment, whichever is higher. A regular bargaining unit employee may volunteer to be temporarily transferred.

ARTICLE 26 – OVERTIME

It is understood and agreed that the Employer retains the right to require employees to perform work outside of and in addition to their regular work schedule.

When such work is deemed to be needed by the Employer it will select employees to perform this work on the following basis:

1. Qualified employees present in the job classification on the shift and team(s) where the work is to be performed will be offered the opportunity to perform the work on the basis of seniority on a rotational basis. The Employer will make reasonable efforts to accommodate an employee's request for voluntary overtime (e.g., providing additional training). If enough volunteers are not obtained within the team, all qualified employees who are present will be offered the opportunity to perform the work on the basis of seniority on a rotational basis.
2. If the Employer does not get enough volunteers to perform the work, it will assign the work on a mandatory basis to those employee(s) who are qualified to perform the work on the basis of reverse seniority on a rotational basis.
3. If the work is to be performed on a non-regularly scheduled work day, all qualified employees in the job classification will be offered the opportunity to perform the work on a voluntary basis. Volunteers will be chosen on the basis of seniority on a rotational basis. If the Employer does not get enough volunteers to perform the work, it will assign the work on a mandatory basis in reverse seniority on a rotational basis.

ARTICLE 27 – REPORT-IN AND CALL-BACK PAY

If an employee is scheduled to work and reports to work on a timely basis, the employee shall be paid no less than one-half the employee's work schedule that day, but in no event will the employee be paid less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay.

If an employee is required to report to work a second time in any one workday the employee shall be paid for at least two (2) hours at the employee's regular rate of pay.

Employees will not be eligible for Report-In Pay or for Call-Back Pay as follows:

1. When operations cannot begin or continue due to threats to employees or property, or when civil authorities or the government customer recommend that work not begin or continue; or
2. When public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system; or
3. When the interruption of work is caused by an Act of God or other cause not within the employer's control, for example, an earthquake or flood.

Additionally, the Employer is not obligated to pay Report-In Pay or Call-Back Pay under the following circumstances:

1. If the employee is not fit to work.
2. If the employee has not reported to work on time and is fired or sent home as a disciplinary action except as noted in Article 10.
3. If the employee is a flex employee.

ARTICLE 28 – SHIFT DIFFERENTIALS

- A. Employees who are regularly assigned to a shift beginning between 3 p.m. and 5 a.m. shall receive a shift differential equal to forty cents (\$0.40) for each hour worked. Effective 12/1/15, the differential will be increased to forty-five cents (\$0.45).
- B. Effective 12/1/15, employees who are required to work a shift that includes a majority of hours scheduled (including meals and break periods) on such a shift after 3 p.m. shall receive a shift differential of forty-five cents (\$0.45) for all hours worked.

ARTICLE 29 – HOLIDAYS

Employees will receive ten (10) paid holidays each year, with pay at their regular straight time rate for the hours normally worked per day in recognition of the following holidays:

New Year's Day
Columbus Day
Birthday of Martin Luther King Jr.
Labor Day
Washington's Birthday
Veteran's Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Holidays shall normally be the day recognized by the Government as the holiday. Holidays observed while an employee is on vacation will not be considered vacation time.

Part-Time employees shall receive holiday pay on a pro-rated basis based on their regular schedule.

To be eligible for holiday pay, employees must be an employee of the Employer on the holiday and have recorded work hours and/or authorized paid leave during the week in which the holiday occurs.

During a week in which a holiday is observed, the employer may only schedule additional hours on a voluntary basis.

ARTICLE 30 – VACATION

In accordance with Article 14, Seniority, vacation will be earned based on years of SCA service completed with the Employer, and/or service at the Nebraska Service Center.

Vacation time will be granted to the employee on their anniversary date, in accordance with the following schedule. Part time employees shall earn vacation as per the schedule below but on a pro-rated basis. The basis for proration will be the average number of hours worked per day per schedule over the previous year.

	Days Per Year	Hours Per Year
First through Fifth Anniversary	10	80
Sixth through Fourteenth Anniversary	15	120
Fifteenth through Nineteenth Anniversary	20	160
Twentieth Anniversary and Succeeding Anniversaries	25	200

Between the effective date of this agreement and February 1, 2021, an employee may elect to take vacation in advance of the vacation allotment they receive on their anniversary date in an amount not to exceed 40 hours; however, if the employee's employment ends prior to the anniversary date, the employee agrees to repay the Employer for all vacation taken in advance.

Between the effective date of this agreement and the date they receive their vacation deposit employees may use up to 40 hours of Scheduled Absence Unpaid Leave (SAUL).

Vacation pay will be computed and paid at the Employee's hourly rate of pay plus shift differential (if applicable) when the leave is taken.

Employees may carry over vacation into the following year. However, the maximum number of vacation days that they can accumulate cannot exceed two and one-half (2.5) times the yearly allotment for an employee in accordance with the schedule contained herein. Hours in excess of two and one-half (2.5) times an employee's annual allotment will be paid out to reduce the employee's vacation balance to the maximum allowed.

During their first year of employment, an employee may elect to take vacation in advance of their vacation allotment they receive on their anniversary date in an amount not to exceed 40 hours; however, if the employee's employment ends prior to the anniversary date, the employee agrees to repay the Employer for all vacation taken in advance.

Time missed from work, except for Holidays, Bereavement or other defined paid time-off, will be treated as vacation and will be deducted from the Employee's

earned vacation balance. In some circumstances, employees may qualify for Scheduled Absence Unpaid Leave (SAUL).

Vacation hours, other than those hours charged as described above, must be scheduled and approved by management in advance of taking the time. Vacation requests can be submitted to a supervisor up to six (6) months in advance. Such requests shall be granted when practical and approved or denied with seven (7) calendar days. Vacation requests that are in conjunction with a holiday will be considered for approval six (6) months in advance of the holiday. Supervisors should remind employees of this deadline. Vacation requests submitted to a supervisor are given a priority if the clerk did not have that same holiday the previous year. If more employees than can be accommodated request the same days off and such requests are received by management on the same day, requests granted will be determined by seniority. All vacation requests that are not in conjunction with a holiday will be granted on a first come, first serve basis. Multiple vacation requests submitted for the same time period on the same day that exceed the allowable number of employees that can be off at the same time will be decided by seniority.

In general, where there are more time-off requests than can be reasonably accommodated, requests will be granted on a first come, first serve basis.

Vacation may be taken in partial hour increments.

ARTICLE 31 – BEREAVEMENT

Employees are allowed up to three (3) days of bereavement leave at their regular rate of pay for absences from work due to death of an employee's:

- Spouse
- Domestic or cohabitating partner/significant other
- Child
- Minors for whom the employee is legal guardian
- Sibling
- Parent or legal guardian
- Spouse's child
- Child's spouse
- Grandparent
- Grandparent-in-law
- Spouse's parent
- Spouse's sibling
- Grandchild
- Step-father or step-mother (of the employee or the employee's spouse)
- Step- or half-brother, step or half-sister (of the employee or the employee's spouse)
- Step child (of the employee or the employee's spouse)
- Brother-in-law or Sister-in-law
- Aunt and uncle
- Niece and nephew
- Other relations as required by applicable law

Hereinafter referred to as "relative(s)."

Absences relating to deaths of individuals not considered relatives will be unpaid time (SAUL) if the employee does not have accrued vacation that can be used.

The days may be taken on or after the day of death and need not be consecutive days. Such leave shall be taken within a reasonable time following the relative's death, funeral or other religious ritual. The Employer reserves the right to request documentation or other proof of the death.

Personnel are not entitled to bereavement pay if the absence takes place on an unpaid leave of absence. Regular part-time employees are eligible for paid bereavement leave on a pro-rated basis based on their regular schedule.

Employees shall be allowed to use vacation leave and/or approved unpaid leave (SAUL) in addition to the Bereavement Leave specified herein in order to provide the employee adequate time to attend the funeral or other related business. The request will not be denied unreasonably.

ARTICLE 32 – SICK LEAVE DAYS

All-full time employees earn sick leave on an accrued basis per pay period for up to seven (7) sick leave days (56 hours) per calendar year. A maximum of forty (40) hours sick leave can be carried forward to the following year. Sick leave is to be used for an illness of the employee, the employee's child or other persons designated by local, state or Federal laws. Sick leave may also be used to attend doctor or dental appointments. Sick Leave may be used in partial hour increments. Regular part time employees accrue sick leave on a pro-rated basis.

Employees who are absent for three (3) or more consecutive days due to sick leave may be required to provide verification of illness from a health care provider.

ARTICLE 33 – LEAVES OF ABSENCE

The Employer will provide employees with the following leaves of absence:

1. **FMLA and any applicable NE state law** – Leaves of absence consistent with the provisions and eligibility requirements of the federal Family and Medical Leave Act ("FMLA") or with applicable NE state law.
2. **Leave Without Pay** – Leave Without Pay (LWOP) is for full-time employees who have worked for the Employer for less than one year. LWOP provides eligible employees with all of the benefits of the FMLA, on the same terms and conditions as applicable for FMLA leave.
3. **Unpaid Medical Leave** – Unpaid medical leave may be for up to six (6) weeks and may be extended at the Employer's discretion upon presentation of supporting documentation. It is understood that such extension shall not normally exceed six (6) months. At least 30 days before the expiration of the unpaid medical leave or sooner if a shorter time period is involved, it is the employee's responsibility to notify the site Human Resources Manager in writing of their intention either to return to work or to request an extension. In the absence of such notice, the employee will be considered terminated. Any request for an extension will be considered on the merits of each case. A fitness for duty to return to work must be completed before the employee returns to work.

An employee on unpaid medical leave shall not have their seniority date adjusted as a result of taking such leave. An employee on unpaid medical leave shall not receive Health and Welfare dollars. Benefits will continue on leave, and the employee shall pay the full costs of such benefits. The balance accrued while on leave of the employee obligation will be paid by payroll deduction after return to work and after a payment plan has been formalized between the employee and the Employer. If the death of an employee occurs while on leave, the debt owed of the employee's obligation for benefits will be forgiven. To the extent any portion of an employee's Health and Welfare dollars were not used for a specifically selected benefit program prior to the leave, the employee shall

not be required to pay any excess Health and Welfare dollars. Acceptance of employment elsewhere, without written permission, will automatically cancel an unpaid medical leave and the employee will be terminated.

An unpaid medical leave will terminate on the date specified, or earlier, if the employee signifies that he/she will not return to work. The terminated employee should inform the Employer of the disposition to be made of the Employer's contributions on their behalf in the Employer retirement plan.

The Employer will do everything it can to reinstate the employee to their previous position, or a similar one, upon return from leave; however, reinstatement is not guaranteed. If the contract requirements or job requirements change while the employee is on leave and the employee is no longer qualified for the job, the Employer cannot guarantee re-employment.

Requests for unpaid medical leave will be considered on a case-by-case basis and the Employer reserves the right to decline a request, but it is understood that such requests shall not be unreasonably denied.

4. **Union Leave of Absence**

- a. *Short Term Union Leave – For attendance at union sponsored activities.* Such leave shall be unpaid and shall not exceed a total of sixty (60) working days for all employees in a calendar year. The employee shall provide the Employer with as much advance notice as possible of any request for such leave. No more than a maximum of ten (10) employees may be on union leave at any time and the Employer may reject such requests based on work requirements, provided that approval for such leave will not be withheld unreasonably.
- b. *Long Term Union Leave – For participation in union activities.* Such leave shall be unpaid and the employee will not receive benefits during the period of such leave. Such leave shall be no less than one (1) week and no more than six (6) months. The employee shall provide the employer with as much advance notice as possible, but in no case less than two weeks notice of any request for such leave. The Employer may reject such requests based on work requirements, provided that approval for such leave will not be withheld unreasonably. No more than one (1) employee may be on such leave at any time.

5. **Jury Duty** – Consistent with Neb. Rev. Stat. 25-1640, an employee who is required to report for jury examination or jury duty will be paid their regular rate of pay based on their work schedule. The employee's pay will be reduced by any compensation or fees they received for such service. To qualify for Jury Duty pay, employees must submit to their supervisors a copy of the summons as soon as it is received. In addition, proof of service must be submitted to the supervisor upon completion of the period of jury duty. On any day an employee is not required to report or remain for jury duty, she shall be required to return to work consistent with Neb. Rev. Stat. 25-1640.

ARTICLE 34 – EMPLOYEE BENEFITS AND RETIREMENT

The Employer will make available to employees the following health and welfare benefits (collectively “Fringe Benefits”) as summarized in the benefit materials provided by the Employer, or which may be provided by the Employer to reflect modifications:

Basic Fringe Benefits (Automatic)	Optional Fringe Benefits (Elective)
<ul style="list-style-type: none"> • Employee Assistance Program (at no cost) 	<ul style="list-style-type: none"> • Medical, Dental and Vision insurance (employee and dependent)
<ul style="list-style-type: none"> • Administrative Fee (\$17.50/mo.) 	<ul style="list-style-type: none"> • Flexible Spending Plan (no admin fee)
<ul style="list-style-type: none"> • Cash Benefit Supplement of remaining H&W will be paid in cash in the employee’s next bi-weekly paycheck, up to \$3.00 per hour. 	<ul style="list-style-type: none"> • Short and Long Term Disability • Life and Accidental Death Insurance • Supplemental Life (Spouse and/or Child)

The applicable Summary Plan Descriptions (SPDs) will apply to the Fringe Benefits referenced in this section of the Agreement. Subject to the Employer’s rights as set forth below, all Fringe Benefits as listed above will remain in effect during the duration of this Agreement.

The Employer shall provide an hourly fringe rate of \$5.16 per hour paid up to 40 hours per week in addition to an employee’s regular rate of pay. Effective with the first full pay period in July 2020, the Employer shall increase the hourly fringe rate to \$5.31 per hour. Effective with the first full pay period in October 2020, the Employer shall increase the hourly fringe rate to \$5.46 per hour.

In addition to the basic benefits as listed above, each employee will have the opportunity to purchase one or more of the Optional Fringe Benefits listed above in any combination the employee desires. Employees will make choices concerning which, if any Optional Fringe Benefits they wish to purchase during the Employer’s open enrollment period established for such a purpose.

Employees will make choices concerning which, if any, of the Fringe Benefits they wish to purchase during the Employer’s open enrollment period or qualified life event.

If the total hourly cost of the premiums for the Fringe Benefits elected by the employee is less than the applicable fringe rate, the remainder will be paid in cash to the employee up to \$3.00 per hour and any additional will be deposited into the 401(k) retirement account for the benefit of the employee as described in the “benefits packet” distributed to all employees.

If the total hourly cost of the premiums for the Fringe Benefits elected by the employee exceeds the fringe rate, the employee shall bear such excess cost through payroll deductions made by the Employer and the Employer shall have no further obligation to reimburse the employee for the cost of purchasing the Fringe Benefits. If an employee takes unpaid leave resulting in unpaid premiums, the Employer will cooperate with the employee and/or the Union to determine a repayment plan for the balance owed. Repayment deductions will be no less than \$50 per two-week pay period.

RETIREMENT SAVINGS PLAN (401(K) BENEFITS)

Employees covered by this Agreement will be allowed to participate in the Employer's 401(k) Plan. The Employer will match employee contributions to the 401(k) on a bi-weekly basis as follows: 100% match on the first 4% of employee contribution; 50% match on the next 2% of employee contribution. The elected employee contribution percentage and the Employer match shall be based on gross pay per pay period. Employee contributions from excess bi-weekly H&W will be "trued-up" or deposited into such employees' accounts, no later than the end of the quarter immediately following the quarter in which the excess funds accrued. All employees over the age of 18 shall be eligible to participate in the plan, and all employees participating in the plan shall be 100% vested immediately on commencement of the plan.

BARGAINING RIGHTS – FRINGE BENEFITS AND RETIREMENT SAVINGS PLAN

The Union agrees that the Employer has the unilateral right, in its sole and absolute discretion, to delete, modify or change the terms of the Fringe Benefit Plans and the Retirement Savings Plan ("the plans").

The Employer agrees to keep the terms of the plans substantially the same during the life of the agreement. If it becomes desirable to delete, modify, or change the terms of the plans in a substantial fashion, the Union will be provided 30 days' notice, so they may negotiate the effects of the changes on the bargaining unit provided that the Union and Employer agree that the provisions of Article 8 (no strike/no lockout) will remain in full force and effect notwithstanding the results of such negotiation, and the Union agrees that the sum total of the Employer's financial obligation to provide fringe benefits shall be no more or less than the hourly rate for such Fringe Benefits established by the effective Wage and Benefits Determination issued by the Department of Labor for employees covered by this Agreement.

Further, the Union may offer alternative plans, but unless such plans are offered within 10 days of transmission of the notice, the only topic of negotiation will be the effect of the changes on the bargaining unit. In any event, after the 30-day period the Employer may implement the changes subject to the grievance and arbitration procedures contained in this agreement.

ARTICLE 35 – WAGES

	Current		10/2020		2/2021		2/2022		2/2023	
	Wage	Increase	Wage	Increase	Wage	Increase	Wage	Increase	Wage	Increase
ACI	\$14.41	2.0%	\$14.70	2.0%	\$16.50	12.2%	\$17.00	3.0%	\$17.50	2.9%
DEOII	\$13.65	4.0%	\$14.20	4.0%	\$16.50	16.2%	\$17.00	3.0%	\$17.50	2.9%
GCI	\$13.65	2.0%	\$13.92	2.0%	\$15.00	7.8%	\$15.45	3.0%	\$15.91	3.0%
GCI	\$14.80	2.0%	\$15.10	2.0%	\$16.50	9.3%	\$17.00	3.0%	\$17.50	2.9%
GCI	\$18.87	-	\$18.87	-	\$19.50	3.3%	\$20.09	3.0%	\$20.68	2.9%
Driver/Courier	\$14.62		\$18.00		\$18.75		\$19.50		\$20.25	

Employees with an hourly wage that is higher than the standard wage rate for their position will retain their current wage rate until changing positions or until the standard wage rate exceeds their current wage rate.

ARTICLE 36 – COMPLETE AGREEMENT

The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area and that all the decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Therefore, it is agreed that the items herein set forth contain the complete Agreement between the parties for the term of this Agreement. The right to present any demands or proposals on any matters, whether or not discussed during the negotiations which led to this Agreement, is hereby waived by the Employer and the Union for the term of this Agreement. However, the parties further agree that the Agreement may be amended by mutual written consent of the parties during its term.

ARTICLE 37 – DURATION

The duration of this agreement shall be effective as of July 1, 2020, and shall expire on July 31, 2023 at 11:59 p.m. and shall be renewed each year thereafter until either party serves the other party written notice, which is received sixty (60) days before any expiration date, that termination or modification is desired. Such notice shall be sent by certified mail, return receipt requested, to the addresses shown below.

To the Union:

International Representative, UE Local 808
United Electrical, Radio and Machine Workers of America (UE)
4 Smithfield Street 9th Floor
Pittsburgh, Pennsylvania 15222

To the Employer

SCOSS Human Resources Manager
4713-A Eisenhower Avenue
Alexandria, VA 22304

GRIEVANCE SETTLEMENT

In exchange for the earlier payment of H&W to all employees, the Union agrees to withdraw with prejudice its grievance related to benefits repayment obligations. The Employer will refund all unauthorized deductions made related to benefits repayment obligations and will cooperate with the affected employee and/or the union to establish a repayment plan.

APPENDIX – CELL PHONE USE

It is understood that the following policy shall apply to Employees' use of cell phones while at work in non-restricted areas:

1. Bluetooth and WiFi capabilities must be disabled.
2. Employees may not use the camera function or audio recording features on their phone at any time while at work.
3. The ringer volume must be set to silent/vibrate.
4. Employees should make or receive phone calls or text messages only during non-work times (breaks/lunch) in designated non-work areas, (e.g. cafeteria, lobby, etc.).
5. It is understood that employees in non-restricted areas may periodically need to briefly check their phones during work time. Examples of such employees may include, but are not limited to, parents with children in school or daycare; children who provide eldercare for parents; or an employee with health problems waiting to hear from their doctor. If an employee needs to make or accept an emergency call or text during work time, the employee should notify a supervisor and proceed to a non-work area to answer the call or respond to the text.

Employees are allowed to use headphones or earbuds to listen to audio on their cell phones and other media devices (with the exception of devices such as, but not limited to, personal computers and laptops) during work time unless the nature of the work makes it impractical to do so. The volume should be kept low enough to not be heard by neighboring employees.

APPENDIX – ATTENDANCE POLICY

ATTENDANCE AND PUNCTUALITY POLICY STATEMENT

The Employer is responsible for meeting and exceeding the expectations of its customers in a production-based environment. An employee's regular attendance at work, including reporting to work on time, adhering to the assigned schedule, and complying with attendance and leave policies is essential to successful business operations. Failure to adhere to the following procedures regarding leave will result in appropriate disciplinary action.

1. DEFINITIONS

- 1.1. **Absence** is defined as any instance in which an employee is not present for one half of their assigned shift.
- 1.2. **Accrued Paid Leave** is defined as the employee's accrued vacation or sick leave.
- 1.3. **Early Departure** is defined as leaving early for a break period or lunch, or leaving work before the scheduled end of a shift without prior approval from a supervisor (as outlined below, which requires the request be in writing and approved by supervisor no later than the end of the shift on the prior day).
- 1.4. **Unscheduled, Unapproved, Unpaid Time ("UUUT")** is defined as the period of time an employee is absent from work during a scheduled shift for which the employee will receive no pay.
- 1.5. **Scheduled Absence Unpaid Leave ("SAUL")** is defined as 40 hours of leave without pay allowed for use by newly hired and transferred SCA employees during the period prior to receipt of their first vacation allocation; use of SAUL is subject to prior approval by the Site Management and the respective Human Resources Department. SAUL is available to existing employees who need to use up to 40 hours of leave without pay for emergency or uncontrollable situations; Approved use of SAUL up to the maximum 40 hours does not result in disciplinary actions.
 - 1.5.1. Scheduled Absence Unpaid Leave (SAUL) is not to augment employees' earned or paid time off. SAUL is designed to provide newly hired SCA employees, including employees who transfer between companies, the opportunity to take approved leave prior to receiving their first annual allocation of paid time. The process of submitting prior approval for use of SAUL is as follows:
 - 1.5.1.1. Submit a request for time off to their supervisor no later than the end of the shift on the prior day; the supervisor will submit the request to Site Management and their respective Human Resource Department.

- 1.5.1.2. Receive the Site Management and Human Resources' signed approval prior to taking the requested leave.
 - 1.5.1.3. If the leave is denied and the employee calls in on the day(s) previously denied, disciplinary action can be taken.
 - 1.5.1.4. Request no more than the maximum 40 hours of SAUL.
 - 1.5.1.5. The Employer reserves the right to request documentation of emergency requests involving SAUL. Supervisors are not allowed to approve the use of SAUL for any employee regardless if they are newly hired, a transfer employee or an existing employee.
- 1.5.2. *Current employees:* SAUL is available to existing employees who need to use up to 40 hours of leave without pay for emergency and/or uncontrollable situations; the use of SAUL is subject to prior approval by the Site Management and the respective Human Resources Department using the same request and approval as new employees.
- 1.5.3. *Transfer employees:* SAUL is available to transfer employees who need to use up to 40 hours of leave without pay for emergency and/or uncontrollable events such as, doctor's appointments, family events (weddings, funerals not qualifying under bereavement leave) or school obligations/events for either yourself or your child(ren). The request for transfer employees will be reviewed by the Site Management and the respective Human Resources Department. Supervisors are not allowed to approve this type of leave. Transfer employees requesting leave prior to receiving their allocation of paid time will be given preference over new employees to the contract. The reason for the request must be clearly printed on the Leave Request Form.
- 1.5.4. *New employees:* SAUL is available to newly hired employees who need to use up to 40 hours of leave without pay for emergency and/or uncontrollable events such as doctor's appointments, family events (weddings, funerals not qualifying under bereavement leave) or school obligations/events for either yourself or your child(ren). The request for newly hired employees will be reviewed by the Site Management and the respective Human Resources Department. Supervisors are not allowed to approve this type of leave. Newly hired employees requesting leave prior to receiving their allocation of paid time off will not be given preference over existing employees and/or transfer employees. The reason for the request must be clearly printed on the Leave Request Form.
- 1.6. **No Call** is defined as an employee's failure to appropriately call in to report an unscheduled Tardy or Absence before the employee's scheduled shift begins (at least one hour to the extent possible).

- 1.7. **No Call, No Show** is defined as a No Call followed by the employee's failure to report to work.
- 1.8. **Protected Absence** is defined as an absence that falls within the Leave of Absence provisions in Article 34 and thus is not subject to disciplinary action. This includes FMLA, Leave of Absence, physician-ordered worker's compensation leave, bereavement leave, or other company approved leaves.
- 1.9. **Rolling Twelve Month Period** is defined as the period of time from the current date backwards through the previous 12 months. SAUL, FML, disciplinary actions, and attendance all operate off a rolling 12-month period.
- 1.10. **Scheduled Absence, Tardiness or Early Departure** is defined as an Absence, Tardiness or Early Departure that is pre-scheduled in writing and approved by the supervisor no later than the end of the shift on the prior day. A Scheduled Absence may be either a Protected Absence or an Unprotected Absence, depending on whether the Absence falls within ITC's leave policies.
- 1.11. **Tardy/Tardiness** is defined as not being at the workstation and ready to work at the start of the shift or at the designated start time after the end of a lunch or break period.
- 1.12. **Unscheduled Absence, Tardiness or Early Departure** is defined as any Absence, Tardiness or Early Departure (regardless of the reason) that has not been pre-scheduled in writing and approved by the supervisor no later than the end of the shift on the prior day. Depending on whether the Unscheduled Absence falls within the Employer's leave policies, it may be either a Protected Absence or an Unprotected Absence. Employees arriving four (4) or more hours after the start of their shift will be considered Unscheduled. Early departures of more than four (4) hours are considered unscheduled. (Employees are allowed one (1) lunch tardy of one (1) minute every thirty (30) days without counting towards disciplinary action.)
- 1.13. **Unprotected Absence** is defined as:
 - 1.13.1. An Unscheduled Absence that does not fall within the Employer's protected leave policies and thus is subject to disciplinary action; or
 - 1.13.2. Three Unscheduled Tardies in a 30-day period which does not fall within the Employer's protected leave policies and thus is subject to disciplinary action; or
 - 1.13.3. Two Unscheduled Early Departures in a 30-day period which does not fall within the Employer's protected leave policies and thus is subject to disciplinary action.

- 1.13.4. Early departures of more than four (4) hours are considered unscheduled/unprotected.
- 1.13.5. Any regularly scheduled shift that an employee calls in during previously denied time-off will be counted as one (1) Unprotected Absence.
- 1.13.6. The third consecutive day an employee calls in during any previously denied time-off will be considered a voluntary termination and termination of employment may occur.

2. GENERAL PROCEDURES

- 2.1. Vacation pay is designed to provide employees with the opportunity to receive paid time off. Examples would be excused absences, late arrivals and early departures.
- 2.2. Sick Leave is designed to provide employees with the opportunity to receive paid time off while they are ill, attending medical appointments, or caring for an immediate family member. Sick Leave may not be used for vacation time.
- 2.3. Requests for use of Accrued Paid Leave should be submitted to the employee's supervisor in writing no later than the end of the shift on the prior day but not greater than 6 months in advance. There may be occasions when the request must be denied for the specific time requested due to business needs and previously scheduled leave of other employees. Supervisors will make a reasonable effort to allow the employee to schedule leave at the time preferred. If an employee calls in to work on a day that has been previously denied, the employee can face disciplinary action for conduct. The third consecutive day an employee calls in during any previously denied time-off will be considered a voluntary termination and termination of employment may occur.
- 2.4. Generally, employees should only request time off after it has been earned. An individual who requests time off before it has been earned must submit their request to their respective HR Manager. The HR Manager will review and confirm any vacation time that may be earned by the time the vacation requested is to be taken. However, the employee may be denied the time off, or required to use "Unscheduled Unapproved Unpaid Time" (UUUT). UUUT is to be used only when sick leave, vacation and SAUL have been depleted. Requests to use UUUT may be approved for documented medical reasons only. The exception to this guideline is when UUUT is used when there is low work volume, building closures or when approved by Site Management. Employees must not assume that they have earned time off until after it is printed on their pay checks.

- 2.5. Employees requesting two-weeks or more off must have their time approved by the Site Manager and Human Resources. All requests which include travel must include accompanying documentation prior to being approved.
- 2.6. An employee who will be absent or tardy must call to advise the Point of Contact (POC) of the need for leave and the length of the anticipated absence before the employee's scheduled arrival time. Employees must notify their supervisor before an Unscheduled Absence resulting from the employee's Early Departure from work, providing as much advance notice of their Early Departure as possible. Early departures of more than four (4) hours are considered unscheduled absences.
- 2.7. Employees missing more than one day are required to adhere to the absence notification requirements each day that they miss work by notifying their POC daily, prior to the start of their assigned shift, but not more than 24-hours.
- 2.8. An employee is required to present a doctor's certification of fitness to return to duty any time an employee is absent from work for three days or longer due to a sickness or medical condition (exempting FMLA absences covered by a current certification). The Employer reserves the right to request a medical note at any time.
- 2.9. If an employee calls out the day before or the day after a holiday, they may be subject to disciplinary action. If an employee calls in sick the day before or the day after a holiday, they must present a doctor's note upon their return. Failure to present a doctor's note may result in disciplinary action.

3. LEAVES OF ABSENCE WITHOUT PAY

- 3.1. Except in situations of serious illness or absence approved as Family or Medical Leave (FMLA) or some other approved leave under the Employer's leave policies, employees generally may not use UUUT after the exhaustion of their accrued paid leave. Use of over 40 hours of SAUL in a rolling calendar year in such circumstances may result in disciplinary action, up to and including termination. SAUL is calculated on a rolling calendar basis.

4. **PROGRESSIVE DISCIPLINARY ACTION FOR ATTENDANCE POLICY VIOLATIONS**

4.1. **Unprotected Absences.** The following reflects the general progression of disciplinary action that will be imposed with respect to Unprotected Absences. However, when an employee achieves perfect attendance for a single quarter, one of their Unprotected Absences will be credited back. Employees have the ability to receive credit back for one (1) unscheduled absences per quarter. This will continue as long as the employee achieves perfect attendance during any quarter.

LEVEL OF PROGRESSIVE DISCIPLINE	TOTAL UNPROTECTED ABSENCES IN A ROLLING TWELVE MONTH PERIOD
Documented Verbal Warning	4
First Written Warning	6
Second Written Warning	8
Final Written Warning	10
Termination	12

4.2. **No Call No Show Absences.** Three Unprotected No Call No Show Absences in a rolling 12-month period will result in termination of employment. A No Call, No Show is defined as a No Call followed by the employee's failure to report to work.

4.3. **Cyclical/Pattern Behavior.** In the event an employee exhibits unacceptable cyclical or pattern behavior within the attendance policy guidelines, the disciplinary process may be escalated as determined by site management for the above disciplinary steps.

4.4. **Exceptions.** Exceptions to the above disciplinary action procedures may be made when circumstances warrant. Senior level site management and the site Human Resources Manager must approve any and all exceptions to the above disciplinary action procedures. The Employer will address exceptions through their individual procedures.