

AGREEMENT BETWEEN
DTSV, INC. & LOCKWOOD HILLS FEDERAL, LLC
AND
UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA
LOCAL 228
EFFECTIVE DATES
MARCH 1, 2023 TO OCTOBER 31, 2025

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ARTICLE 1 – AGREEMENT

This Agreement is entered into March 1, 2023 by and between DTSV, Inc. (hereinafter called the “Employer”) and the United Electrical, Radio and Machine Workers of America, and its affiliate, UE Local 228, (hereinafter called the “Union”). Subcontractors of the Employer shall also be bound by this Agreement, except as otherwise provided in the Agreement.

This Agreement is entered into March 1, 2023 by and between Lockwood Hills Federal, LLC (hereinafter called the “Employer”) and the United Electrical, Radio and Machine Workers of America, and its affiliate, UE Local 228, (hereinafter called the “Union”). Subcontractors of the Employer shall also be bound by this Agreement, except as otherwise provided in the Agreement.

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, Truck Drivers (Medium), Truck Drivers (Heavy), General Clerks I, II and III, Customer Service Representatives I and II, and Data Entry Operators I and II employed by the employer and its subcontractors, at the U.S. Department of State National Visa Center located at 31 and 32 Rochester Avenue, in Portsmouth, New Hampshire (hereinafter called the “NVC”); but excluding all other employees, administrative assistants, professional employees, managerial employees, guards, confidential employees, HR support employees, team leaders 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.

Representatives of the local union shall be granted up to twenty (20) minutes for union orientation during the formal orientation for new 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. The Employer will allow, as the Union may elect, up to twenty (20) minutes for the union orientation with the new employee to be scheduled by the Employer within thirty (30) days of the date of hire. The union orientation shall be without loss of pay for the new employees.

ARTICLE 3 - MANAGEMENT RIGHTS

A. All management functions and responsibilities, whether or not possessed or exercised by the Employer prior to execution of this Agreement are reserved exclusively to the Employer, except to the extent that same are expressly restricted by a specific provision of this Agreement; however, the exercise of the functions and responsibilities set forth in this Section shall be neither arbitrary nor capricious.

B. The management functions and responsibilities referred to in Section A above shall include, but not be limited to, the right:

- to determine qualifications, eligibility, security and licensure requirements of bargaining unit positions;
- to conduct interviews, or not, and to determine who gets to participate in the interview process;
- to make hiring decisions;
- to require physical and/or medical examination of employees, as required by law;
- to perform evaluations and establish evaluation procedures;
- to determine and enforce DOS quality standards as stated in the Performance Work Statement and to determine reasonable productivity guidelines;
- to discipline, discharge, lay off, assign, transfer, promote and demote employees;
- to determine and change shifts, starting and quitting times and number of hours to be worked;
- to determine meal and break times and duration;
- to require overtime, work on weekends, holidays, and time-off;
- to make and/or change work assignments;
- to organize, enlarge, reduce or discontinue a function, position, department, or location;
- to determine whether any part of the whole organization shall continue to operate;
- to determine the size and composition of the work force at any single location;
- to require employees to use new technology, tools, equipment or labor saving devices;
- to establish new jobs or change job content;
- to establish, change, administer and enforce work rules, policies and procedures relating to the job duties performed by bargaining unit employees;
- to determine training needs, and how and when personnel shall be trained;
- to provide, eliminate or change terms of benefits offered by the Employer;
- to determine the manner, means and methods by which all operations of the Employer shall be carried out;
- and to take such other action as the Employer deems necessary to maintain the efficiency of its operations.

C. All management functions and responsibilities specifically reserved to the Employer in this Agreement are retained by and vested exclusively in the Employer. The Employer's exercise of any management right or function in a particular manner shall not preclude the Employer from exercising same in any other manner which does not expressly violate a specific provision of this Agreement. The Employer's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same.

D. None of the provisions of this Agreement shall operate to preclude the Employer from taking such action, as it deems necessary for the care and protection of

government employees, visitors, employees, equipment and facilities in the event of an emergency.

E. Other employees, including professional, managerial, supervisory or clerical employees, may perform work usually done by employees in the bargaining unit. The fact that such other employee does a regular amount of bargaining unit work, will not result in his/her being included in the bargaining unit. Under no circumstances will any bargaining unit employee be paid for work performed by such other employee or volunteer.

F. Notwithstanding the provisions of this Article, the Employer will notify the Union as soon as possible prior to adopting or changing any rule, policy, or practice affecting members of the bargaining unit. If the Union requests, the Employer will bargain over the effects and impacts of the change to the terms and conditions of employment of bargaining unit members.

ARTICLE 4 - NO DISCRIMINATION

The Employer and Union agree that there shall be no discrimination based on race, color, religion, gender, disability, age, national origin, gender identity, sexual orientation, or any other unlawful criteria as those terms are defined under federal, state and local 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 his or her membership or non-membership in the Union. Neither party shall retaliate against an employee for participating in the grievance process or an Employer investigation.

Any alleged violations of this article may be reviewed between the parties through the grievance process, but the parties agree that alleged violations of this article shall not be brought to arbitration if the employee elects to use procedures available under state or federal law.

ARTICLE 5 - GENDER NEUTRAL

Effective with the March 1, 2023 Agreement, all gendered pronouns will be replaced with gender neutral pronouns.

ARTICLE 6 - UNION SECURITY

Subject to applicable law, all employees of the Employer covered by the Agreement who are members of the Union in good standing on the effective date of this Agreement or who become members of the Union in good standing following the effective date of

this Agreement shall as a condition of employment remain members of the Union in good standing insofar as the payment of periodic dues and initial fees, uniformly required, is concerned.

Subject to applicable law, all present employees covered by this agreement who are not members of the Union and individuals covered by this agreement hired after the effective date of this Agreement shall as a condition of employment, beginning on the thirtieth (30th) day following the effective date of this Agreement or the thirtieth (30th) day following employment, whichever is later, become and remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

The Union agrees to indemnify and hold the Employer harmless from and against any and all claims, demands, suit, dispute or other form of liability that arises 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, demands, suit or dispute.

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 during the ten (10) day period prior to the yearly anniversary of the authorization or during the ten (10) day period prior to the termination of this Agreement.

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 by electronic funds transfer the amounts so deducted to the applicable Financial-Treasurer of UE Local 228 on or before the 20th of each month following the month in which dues were collected. The Employer will provide the Financial-Treasurer with a complete check-off list in editable Excel format on or before the date the dues remittance is sent, and by January 31st of each year will provide an annual summary of dues deductions made for each employee.

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. It is agreed that there will be no strikes, walkouts, lockouts, sit-downs or slowdowns of other interruptions of work.
- B. 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.
- C. The Union (to include its affiliated employees, officers and stewards) will make its best efforts to prevent and discourage any interruptions of work, including those items listed above in paragraph A.
- D. The Union (to include its affiliated employees, officers and stewards) will not authorize or condone any interruptions to work, including those items listed above in Paragraph A.
- E. 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.
- F. 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:

1. 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.

ARTICLE 9 - BULLETIN BOARDS

The Employer will designate two locations in each building where the Union can install bulletin boards for the exclusive use of the Union (for a total of 4 bulletin boards). The Employer will consult with the Union to determine the locations most suitable for bulletin board placement and will make reasonable efforts to ensure that bulletin boards are placed in a prominent location regularly visited by the majority of employees. The bulletin boards shall be glass enclosed and have a locking mechanism. The Union shall submit all proposed postings on the bulletin boards to the Employer for prior approval except:

1. Notices of Union meetings;
2. Notices of elections of Union officials and the results of such elections;
3. Notices of recreational and social events.

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.

The Union and the Employer acknowledge 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, 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. The Union agrees that postings will not violate state and federal laws, regulations or rules. The Union will address any objections to the application of such laws, regulations or rules directly to the applicable agency.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

Except as otherwise provided with respect to probationary employees, the Employer shall have the right to discipline, suspend, or discharge employees for just cause.

When the Employer issues a Corrective Action Form (CAF) to an employee, the Employer shall provide a copy of the CAF to the Chief Steward, or designee, no later than within one (1) business day of issuing the discipline, by way of sending an electronic copy of the discipline and/or providing a hard copy.

Corrective Action Forms shall remain in the employee's record for up to one (1) year, excluding all leaves of absence and layoffs, after which time the discipline shall be removed from the employee's record if they have not received another CAF of the same category during that time period. CAFs fall under three categories: attendance, production-quality, and conduct (including PII errors).

If the employee has more than one CAF of the same category in their record, then the most recent CAF issued in a given category will be removed under the timeline stated in the above paragraph. The second-to-last CAF for the same issue will be removed one (1) year following the removal of the first, the third-to-last one (1) year following the second, and so forth.

Where there is an active grievance for a disciplinary action, the Employer shall not issue progressive disciplinary action for the same offense until the grievance is settled, withdrawn, or the Employer has provided a Step 3 response. If disciplinary action is delayed under this provision, the Union may not object that the discipline is untimely or does not satisfy just cause insofar as issuing the discipline was postponed because of the grievance procedure.

It is understood that any employee who is placed on administrative leave by Human Resources pending an investigation into an alleged wrongdoing shall not be paid for the term of the administrative leave. However, if the administrative leave extends beyond seven (7) calendar days through no fault of the employee, they will have their pay reinstated going forward at the end of the seven (7) calendar days until a final decision has been made. If an employee is placed on administrative leave, the Employer will provide notice of the administrative leave as soon as possible to the Union Chief Steward and/or the Union National Representative. As a result of the investigation, any lost time will be counted as time served if disciplinary action is issued. If disciplinary action is not issued or is less than the time the employee was placed on an unpaid administrative leave, the employee will be made whole for such time lost.

If necessary, the Employer shall provide access to interpretive services to facilitate the investigatory and disciplinary process.

During a meeting which an employee reasonably believes could lead to disciplinary action, the employee may request that a union steward be present. If asked, the Employer will inform the employee of the purpose of the meeting.

The Attendance Policy in the LDRM Employee Handbook will not be in effect starting with the effective date of this Agreement.

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. Nothing in this Article shall

preclude an employee from addressing their concerns with their supervisor or other appropriate Employer representative. However, this does not set aside the timing requirements set forth within this Article.

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 ten (10) 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 Supervisor and Unit Manager in an effort to resolve the matter. For events involving discipline, Step One shall be initiated within ten (10) 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 initial Step I meeting.

Step 2 - If the matter is not resolved at Step I, the Union may advance the matter to Step 2 within five (5) business days of the Step I response. The Union may submit a grievance by reducing it to writing on a form approved by the parties and submitting the written grievance to the Assistant Operations Manager, or designee. 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 specific Article(s), Sections or Paragraphs of this Agreement allegedly violated, and the specific remedy or relief requested.

The Assistant Operations 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 in an effort to resolve the dispute. The Employer will provide a written electronic response to the grievance to 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 Union may advance the grievance to Step 3 by submitting a written request to the LDRM Labor Relations Manager, or designee, within ten (10) business days of receiving the Step 2 response. 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 Employer shall provide the Union 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 Union 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 Employer 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. The time limits specified herein may be extended by the mutual written agreement of the Employer and the Union. The stated time limits are the maximum periods of time allowed and do not preclude the Employer and the Union from cooperating to process a grievance more quickly than required by this grievance procedure.

If the Employer'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 Union 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 American Arbitration Association or arbitrators from a predetermined list agreed to by the parties, 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. Similarly, the Arbitrator may not find contract violations or impose a remedy in excess of that which was set forth in the aggrieved party's written remedy at Step 3.

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 228 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.

To minimize work disruptions, stewards should attempt to conduct their work outside of their scheduled work time. If a steward is called to act in a representational capacity, the steward will inform their supervisor that they

must step away from their work assignment for steward's business. If the work concerns attending an investigation meeting, a meeting with management as provided below, or a grievance with an employee, the time shall be paid and noted as paid union time, up to a maximum of 16 hours combined for all stewards per month. For all other union activities, the steward shall not be paid by the Company. If there is a pressing work assignment (e.g. an emergency file pull), the steward will either find another steward to act as a representative or wait to step away until the pressing work assignment is complete. If a steward needs to enter a work area other than their own,

they will notify the area supervisor of their presence and the person to whom they wish to speak. If the discussion cannot be concluded with a brief (i.e. 5-10 minute) meeting, the steward and employee will determine an appropriate time to meet outside of their scheduled work time. If compelling circumstances require immediate discussion, the supervisor will permit the employee time off to meet with the steward, without loss of pay.

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 (no more frequently than weekly unless reasons for visits are urgent or compelling). The Representative shall provide the Employer's Operations Manager, with as much advance notice as possible and the information required by the US Department of State to provide adequate time to process and disseminate the visit request. The representative shall report to the Operations Manager's office before entering the work area and be escorted by a management representative or by a bargaining unit employee who has obtained approval from their supervisor in advance with proper government authorization at all times. Visits with employees in work areas shall be brief and Management shall have the right to withdraw permission at any time it determines that such visits are interfering with employees' work. Approval will not be unreasonably denied.

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. Individual disciplinary actions taken against employees while in probationary status may be grieved pursuant to Article 11, Grievance and Arbitration Procedure, but are not subject to arbitration. An employee's seniority shall accrue during the probationary period. The Employer may extend the probationary period for one 30-day period with the mutual consent of the Union, which shall not be unreasonably denied.

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 DOS National Visa 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 6 months. An employee who reapplies to return to work within 6 months of their resignation, if rehired, will have their seniority date adjusted to reflect the period of their absence from the workplace.

C. Failure to respond to recall notification within three (3) business days after attempted delivery by certified mail/email of 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.

Bargaining unit employees who take on a position that is not a bargaining unit position and then return to a bargaining unit position within one year shall maintain their seniority.

ARTICLE 15 - LAYOFF AND RECALL

The Employer solely will determine the timing of layoffs, the affected job classification, the department, and the number of employees to be laid off. A uniform reduction in the number of hours scheduled in a workweek 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 in the affected job classification in the affected department shall be selected for layoff in the following sequence:

1. Temporary Agency personnel (“temporaries”) performing work in the affected job classification and department 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 or emailed to the Chief Steward at the point of issue.

Before any bargaining unit employees are laid off, the employer shall first ask for volunteers 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.

An employee selected for layoff may displace the least senior employee in another position which is the same pay rate or lower, so long as the employee selected for layoff meets the minimum qualifications to work in the position of the displaced employee and it does not require more than one week of classroom training, exclusive of OTJ training, to prepare the employee to start performing the work of the position.

RECALL FROM LAYOFF

If the Employer determines to fill a vacancy, employees shall be recalled by seniority. The Employer shall notify the Union of the recall by sending an electronic copy of the

recall notice to the local President and Chief Steward(s) at the same time as the recall notice is mailed/mailed to the recalled employee. The Employer will forward notice of recall by certified mail or email to the last known address of the employee reflected on Employer records. In the presence of the Chief Steward or designee, the Employer will also notify the employee of the mailing and/or emailing of the recall notice by calling the employee's last known phone number. The employee must, within three (3) business days of 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. Laid off employees are required to provide up to date contact information to Human Resources should their address, email address, or phone number(s) change.

It is understood that:

- Current employees who were displaced to a different position during a layoff will be offered the opportunity to return to their previous position prior to implementing the recall procedure.
- 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
 - o For which the employee lacks the minimum skills required (such as Data Entry skills for the offered position) and/or
 - o The open position is on a shift other than the shift the employee worked prior to layoff and/or
 - o The open position is in a classification other than the classification the employee held at the time of layoff.

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

A. Posting Requirements

1. If the Employer determines that there is a job vacancy, the Employer shall post the vacancy for five (5) work days on the job posting bulletin board by the cafeterias and by emailing a copy of the posting to all bargaining unit employees at their state.gov email address. Employees who are currently employed and have been in their position for at least 6 months may apply for such vacancy. The Employer may waive the 6 months requirement.

2. Job postings shall include job classification, department, shift, internal/external, clearance minimum, number of postings, posting date, and closing date.

B. Movement Within the Same Functional Area/Department

1. After the posting period expires, the Employer shall award the position to the employee with the most seniority so long as the employee satisfies the minimum requirements for the job. If there is an unfilled opening in the department, the Employer may move the least senior qualified employee who is working on the same shift to that opening.

C. Openings in GC I, DEO II, or CSR I Position

1. After the posting period expires, the Employer shall award the position to the most senior qualified applicant.

D. Openings in GC III, or Truck Driver Position

1. The Employer may advertise externally at the same time as any posting.

2. After the end of the posting period and if the position was not filled through the procedures above, the Employer shall award the job to the most qualified internal applicant, unless none of the applicants is qualified. If two or more qualified internal applicants have relatively equal qualifications, selection will be by bargaining unit seniority. Applicants with less than one year of seniority will not be considered for the position unless no qualified applicant has at least one year of seniority. Qualifications may include prior work experience, prior training, performance, disciplinary and attendance histories.

E. Trial Period

1. If an employee is unable to perform the new job to which they bid within sixty (60) work days after being awarded the job, the employer may return that person to the job classification held at the time of submitting the bid.

2. If an employee is not satisfied in the new position, that person 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.

F. Drug Testing

1. If an existing bargaining unit employee moves to another bargaining unit position, the bargaining unit employee will not be required to take a drug test unless required by Department of State. If required by Department of State, the drug testing will be conducted on paid time.

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. For a regular, part-time employee the work schedule shall consist of no more than thirty-two (32) hours of work within a workweek. Casual part-time schedules may be available to employees at the discretion of the Employer.

To the extent possible, the Employer will provide 30 days' 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 a fifteen (15) minute paid break for every four (4) hours worked.

All employees who work more than five consecutive hours a day shall receive a thirty (30) minute unpaid break. Employees may waive their right to either their first or their second unpaid meal period if they are working 10 hours or more in a single day by signing the form provided by the Employer.

ARTICLE 18 – SAVINGS CLAUSE

Should any part of this Agreement be rendered or declared invalid by reason of existing or subsequently enacted legislation or by a judgment of any court or competent jurisdiction or administrative agency acting within the scope of its lawful jurisdiction, the invalidity of a portion of this Agreement shall not invalidate the whole, and all remaining provisions shall remain in full force and effect.

In the event that any provision herein shall be rendered or declared invalid and/or unenforceable as a result of legislation or a judicial or administrative judgment, either the Company or the Union may request collective bargaining for the purpose of negotiating a replacement provision that is designed to address the subject of the provision that has been determined to have been invalid, and the other party shall be required to meet and confer for that purpose within sixty (60) days after receiving such request, unless there is an appeal of the invalidity determination that remains pending, in which case the parties shall meet and confer regarding a replacement provision within sixty (60) days of the final disposition of any such appeal, if the disposition affirms, in whole or in part, the finding of invalidity. Any negotiations that take place as a result of a request made in accordance with the preceding sentence shall be limited to

the issue of reaching agreement on a replacement for the invalid provision unless both parties expressly consent in writing to engage in negotiations regarding other subjects in such bargaining session.

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.

As required by applicable law, a Joint Loss (Safety and Health) Committee, consisting of an equal number of employee representatives designated by the Union, and employer representatives designated by the Employer, shall be established (with a minimum of four (4) representatives from each side). The Committee shall meet at mutually agreeable times, but not less frequently than quarterly. 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 request to Human Resources, 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 an HR representative, supervisor or

site administrator. A reasonable number of copies of non-confidential or non-proprietary information will be provided to the employee upon request. The Employer shall provide employees with a copy of all or part of their personnel records if requested, excepting confidential or proprietary information which may be viewed but not copied.

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, recognizing that only the Employer has the ability to provide and implement training opportunities.

The Employer will ensure that all bargaining unit employees are promptly notified of any and all process modifications or changes to other requirements related to the employee's work. The Employer will further ensure that training materials match current business unit SOPs.

When a bargaining unit employee is authorized and directed by management to provide specific training to another bargaining unit employee, the bargaining unit employee who is providing the training will be paid at the rate of a GC3 for the hours worked providing training. Training includes activities such as (i) providing direct instruction on a specific process or procedure, (ii) answering specific questions as part of an overall training assignment, (iii) demonstrating proper technique or process while providing explanations and answering questions. It does not include activities such as observation or monitoring, when the experienced employee does not interact about the work with the non-experienced employee nor does it include answering occasional questions from employees, visitors or management unless the employee is engaged in a specific authorized training assignment.

ARTICLE 22 – 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 work hours, and will use her best efforts to notify the Employer of any damage to or defects in such equipment, property and materials. Government furnished printers may not be used for any purpose not related to performing duties on the contract.

ARTICLE 23 – 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 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 contract, 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 unless the Employer directly requests the Government to remove the employee from the workplace.

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. If requested by the Union, the Employer will provide the direction received from 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. Should the Government issue new or alter existing security rules or regulations, the Employer will provide the Union with as much notice as possible before adopting or changing any requirement, policy, or practice affecting the terms and conditions of employment for members of the bargaining unit. If the Union requests, the Employer will bargain with the Union over the effects of the change to any terms and conditions of employment of bargaining unit employees.

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. Employees shall be paid at their regular rate of pay for time spent completing actions necessary to maintain or renew their finding of Public Trust and/or security clearance up to the time allotted by the Government or for a reasonable time where not allotted. A loss of such finding of Public trust and/or security clearance by the employee shall result in the immediate termination of her 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 24 – TRANSFERS OF ASSIGNMENTS

If based upon business needs if the employer is required to change an employee's job or assign them to another function within the same labor classification, the employer shall request volunteers for said work assignment. Employees shall respond in writing indicating whether they wish to volunteer for the assignment. If there are more qualified volunteers than required, the Employer shall select the qualified volunteer(s) with the most seniority.

If there are an insufficient number of qualified volunteers, the Employer shall select the least senior qualified employees for the assignment.

Wages paid to the employee during the changes in assignments shall be the employee's regular hourly rate of pay or the rate of pay for the job being performed, whichever is higher. Employees will not be assigned for a period in excess of 90 days unless by mutual agreement by the parties; however, mutual agreement will not be withheld if it is necessary to transfer employees beyond 90 days due to specific direction from the DOS unless there is a dispute as to the direction coming from the DOS.

ARTICLE 25 – OVERTIME

The Employer retains the right to require employees to perform work outside of and in addition to their regular work schedule, unless it is during a week with a holiday.

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 department on that shift 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., by providing up to 30 minutes of additional training). If enough volunteers are not obtained within the

department, all employees 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 employees in the job classification will be offered the opportunity to perform the work on a voluntary 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.

Overtime will be paid at one and one-half times the employee's regular rate for all hours in excess of 40 hours worked in a single workweek. Paid hours that are not worked (e.g. holiday, vacation, etc.) will not count towards overtime eligibility. Overtime will be paid at one and one-half times the employee's regular rate for all hours worked in excess of 32 hours worked in a single holiday workweek.

ARTICLE 26 – SHIFT DIFFERENTIALS

A. Mid-Shift. Employees who are regularly assigned to a shift for which the majority of hours scheduled (including meals and break periods) fall between 2 p.m. and 8 p.m. shall receive a shift differential equal to 25 cents for all hours worked.

B. Second Shift. Employees who are regularly assigned to a shift for which the majority of hours scheduled (including meals and break periods) fall between 4 p.m. and 9:30 p.m. shall receive a shift differential equal to 60 cents for all hours worked.

C. Third Shift. Employees who are regularly assigned to a shift for which the majority of hours scheduled (including meals and break periods) fall between 11 p.m. and 5 a.m. shall receive a shift differential of \$1.25 for all hours worked.

ARTICLE 27 – HOLIDAYS

Employees will receive eleven (11) 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
Birthday of Martin Luther King Jr
Washington's Birthday
Memorial Day
Juneteenth National Independence Day
Independence Day

Labor Day
Columbus Day/Indigenous People's Day
Veteran's Day
Thanksgiving 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.

In addition to the days designated as holidays above, the Employer shall observe the following days:

- (1) Any other day designated by Federal Statute
- (2) Any other day designated by Executive Order
- (3) Any other day designated by a President's Proclamation

Holidays granted by Federal Statute, Executive Order, or President's Proclamation will be paid contingent on the Employer being reimbursed by the Department of State.

Part-Time employees shall receive holiday pay on a pro-rated basis of their regularly-scheduled hours during the week the holiday is observed.

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 leave during the week in which the holiday occurs.

ARTICLE 28 – INCLEMENT WEATHER & BUILDING CLOSURES

Should the Department of State determine to close the National Visa Center due to inclement weather or for any other reason, employees working on site who are not telework eligible based upon their job assignment shall receive time off without loss of pay. Employees who are telework eligible will be expected to work remotely in case of a building closure under this paragraph. Employees who are telework eligible but not capable of teleworking, shall elect to use vacation, make-up time in the same workweek, and/or leave without pay.

ARTICLE 29 – SYSTEM OUTAGES

If a teleworking employee experiences internet outages or home equipment issues unrelated to DOS systems, the employee will be granted 30 minutes of paid Downtime to attempt to correct the issue. If the issue is unresolved after 30 minutes, the

employee is expected to report to the worksite. Accrued vacation leave, or makeup time scheduled within the same work week may be used if an employee chooses not to report to the site. An employee may request to use leave without pay with authorization from their Supervisor.

If an employee is unable to work due to DOS-related system issues the employee shall remain clocked in and available to resume work for two (2) hours. If the issue has not been resolved within two (2) hours, the affected employee(s) will be released from work and may elect whether to use accrued vacation leave, leave without pay, or makeup time scheduled within the same workweek to cover the remainder of their shift. If the system issue(s) are exclusive to teleworking employees, affected employees may elect to report for on-site work, use accrued vacation leave, leave without pay, or makeup time scheduled within the same workweek to cover the remainder of their shift. Employees electing to not report to work on site during the time of outage are expected to obtain Supervisor approval to ensure that adequate workforce requirements are met.

If an employee is unable to work due to issues with the employee’s security certificates (including Badge issues), the employee shall be paid for any time missed from work while waiting for their security and/or Badge issues to be corrected. This will not apply to employees who have let their Badge expire or damaged their Badge through improper care.

ARTICLE 30 – VACATION

Vacation will be earned based on seniority as defined in Article 14 of this Agreement. 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. After completion of six (6) months of service from an employee’s date of hire, an employee will be credited with five (5) days / forty (40) hours of their ten (10) day / eighty (80) hours vacation bank that they would have received at the end of their first completed year of service.

| | Days Per Year | Hours Per Year |
|---|---------------|----------------|
| End of First Year of service through end of Fourth (4 th) year | 10 | 80 |
| End of Fifth (5 th) year of service through end of Ninth (9 th) | 15 | 120 |

| | | |
|---|----|-----|
| End of Tenth (10 th) year of service and succeeding years | 20 | 160 |
|---|----|-----|

Employees who currently have a vacation allotment in excess of the above schedule shall retain their existing allotment until they are eligible for additional vacation time per the above schedule.

Vacation pay will be computed and paid at the Employee's straight time base rate of pay when the leave is taken.

Unused vacation will carry over 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.

Time missed from work, except for Holidays, Bereavement or other defined paid time off, may be treated as vacation and will be deducted from the Employee's earned accrued vacation balance. When an employee misses time from work, and that time is not covered by Holidays, Bereavement, Sick Leave, or other defined paid time off, the employee may elect to use vacation leave to cover the absence provided the employee has a reasonable excuse for being absent. If an employee's absence is excused and they are paid for the missed shift(s) the employee is not subject to corrective action.

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 twelve (12) months in advance. Such requests shall be granted when practical and approved or denied within seven (7) calendar days. 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. However, in the event of an emergency situation, the Employer retains the right to modify vacation schedules to ensure the efficiency of the operation at NVC. Such a modification will not be done unreasonably and the affected employee will be given as much advance notice as possible of any such modification.

Vacation may be taken in partial hour increments.

If an employee leaves employment with a employer and continues with another employer at NVC, the employee will be permitted to take unpaid time off in an amount equal to the vacation hours that were paid out. Such unpaid leave may be taken between the date of commencement of employment with the new employer and the employee's anniversary date.

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 partner (with affidavit on file)
- Child
- Spouse's child
- Parent or legal guardian
- Grandparent
- Sibling
- Spouse's parent
- Spouse's sibling
- Child's spouse
- Grandchild
- Minors for whom the employee is legal guardian
- 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)
- Grandparent-in-law
- Brother-in-law or Sister-in-law
- Aunt and uncle
- Niece and nephew
- Other relations as required by applicable law

Relations severed by divorce ("ex" relationships) are not included for the purposes of this Article.

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.

Employees shall be allowed to take vacation leave in addition to the Bereavement Leave specified herein in order to provide the employee adequate time to attend the funeral or other related business.

If there is a death of one of the employee's relatives and the relative died in a non-contiguous country to the United States, the employee will be granted five (5) days of bereavement leave and may choose to take vacation leave and/or unpaid leave in addition to the bereavement leave specified herein in order to provide the employee adequate time to attend the funeral or other related business. Unpaid leave may be used to extend bereavement leave with prior management approval. If the employee does not attend the funeral in person in the non-contiguous country to the United States then the employee will receive the standard three (3) days Bereavement Leave. To obtain the five (5) days the employee must submit airline tickets and proof of death of the covered family member pursuant to the previous section of the Article if asked by Management.

ARTICLE 32 – SICK LEAVE DAYS

Employees regularly scheduled to work 36 hours per week or more will receive fifty-six (56) hours of paid sick leave the first full pay week following January 1 of each year.

The first full pay week following January 1 of each year, all employees regularly scheduled to work fewer than 36 hours per week will receive paid sick leave on a prorated basis according to the following schedule. Proration shall be based on an employee's regularly scheduled workweek.

| PROJECTED WORK HOURS | LEAVE AMOUNT |
|----------------------|--------------------------|
| 0 – 3.99 | 0 hours of Sick Leave |
| 4 – 11.99 | 11.2 hours of Sick Leave |
| 12 – 19.99 | 22.4 hours of Sick Leave |
| 20 – 27.99 | 33.6 hours of Sick Leave |
| 28 – 35.99 | 44.8 hours of Sick Leave |
| 36 + hours | 56 hours |

New hires will receive a prorated deposit of paid sick leave based on their date of hire.

Employees will carry unused sick leave from year to year without limitation. Unused sick leave will not be paid out to the employee upon termination of employment.

The Employer agrees to follow the requirements of Executive Order 13706. Should the Executive Order 13706 be revoked, the Parties will meet and confer to revise the policy.

ARTICLE 33 – LEAVES OF ABSENCE

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

1. **FMLA and any applicable NH state law** - Leaves of absence consistent with the provisions and eligibility requirements of the federal Family and Medical Leave Act (“FMLA”) or with applicable NH state law. An employee on FMLA shall not receive Health and Welfare dollars. Employees will qualify for FMLA leave based on service with the Employer and/or service at the Department of State National Visa Center. If an employee is required to pay additional monies for benefits continuation, the parties will meet to discuss how that will occur.

2. **Leave Without Pay** - Leave Without Pay (LWOP) is for full-time employees who have worked for the Employer for six months or more but less than one year. LWOP provides eligible employees with all of the job protection 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 site Human Resources Manager or designee 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 her seniority date adjusted as a result of taking such leave. An employee on unpaid medical leave shall not receive Health and Welfare dollars. To continue coverage for any benefit programs in which she participated prior to the leave, the employee shall pay the full costs of such benefits. 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 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 five (5) working days in a calendar year. The employee shall provide the Employer with as much advance notice as possible, but in no case less than two (2) weeks notice, 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 and Victim Crime Leave.** Employees will receive jury duty and victim of crime leave benefits as allowed by NH state law.

ARTICLE 34 – ATTENDANCE

All employees are expected to report to and be prepared to work at their scheduled time and to minimize unscheduled absences and tardiness.

If an employee is unable to report to work or will be arriving to work late, the employee shall notify their supervisor prior to the start of their scheduled shift. In the case of an accident or emergency, the employee shall notify their supervisor as soon as possible. It is the employee's responsibility to communicate directly with their supervisor about the absence or tardiness. It is not acceptable to leave a message with a co-worker as notification of the absence or tardiness from work.

It is the employee's responsibility to maintain ongoing communication with their supervisor each day of the absence unless the employee has notified the supervisor that the absence requires extended time away because they are out for illness or injury which will require objective medical substantiation upon return to work. Employees may be required to provide a doctor's note to Human Resources or Labor Relations explaining the absence or tardiness if absent for three (3) or more consecutive days due to illness.

Management shall review the circumstances of an employee's absence and tardiness and make a determination with regard to any corrective actions to be taken. Progressive

disciplinary action will generally be followed for attendance infractions; however, disciplinary action for attendance issues in concert with other disciplinary issues may be escalated. Failure to follow the appropriate notification process may also lead to corrective action.

An employee who does not report to work without following the appropriate notification process for three (3) consecutive days will be considered to have abandoned their job and may be terminated from employment.

Employees receive a 3-minute grace period (before & after) for all clock punches.

ARTICLE 35 – EMPLOYEE BENEFITS AND RETIREMENT

A. Health Benefits

- a. The Employer will pay employees a SCA Fringe rate of \$5.92 per hour, based on hours paid, up to a maximum of forty (40) hours in a payroll week. Employees will then be able to use this money to purchase various benefits including medical, dental and vision insurance, life insurance, and short and long-term disability insurance. Effective the first full pay period of April 2023, April 2024 and April 2025 employees will receive H&W increase of \$.15 cents per hour for 2023, \$.20 cents per hour for 2024 and \$.20 cents per hour for 2025.
- b. If an employee does not earn enough in Fringe to cover the costs of their insurance and benefits, the remaining costs beyond the fringe earnings will be taken from normal payroll earnings. If the employee has more fringe earnings than needed to cover the cost of their benefits, the excess fringe earnings will be included in the employee's regular paycheck.
- c. Employees will be offered Medical, Dental, Vision, Disability, Voluntary Life & AD&D, and other voluntary plan products.
- d. Subject to Section C below, if rates increase from year to year, Employees will be responsible for paying the new rate for the respective benefit.
- e. Medical insurance is a voluntary plan product. Employees need not provide proof of other coverage to waive medical insurance. Employees may waive medical coverage under the following conditions:
 - i. The employee is not Medicare/Medicaid eligible
 - ii. Employees will not obtain a subsidized plan through a State or Federal exchange for which they are ineligible due to being offered an ACA compliant medical plan by the Employer through the USW.
 - iii. Employees must sign an Affirmation of Coverage incorporated here as Appendix II

B. Retirement Saving/401 (k) Benefits

- a. Employees will be eligible to participate in the Employer's 401(k) plan under the terms and conditions of the plan set forth in the Summary Plan Description. The Employer may amend the SPD at its discretion without any obligation to bargain with the Union provided such changes do not exclusively apply to employees covered under this collective bargaining agreement.
- b. The Employer will match 100% of voluntary contributions made by the employee, up to 4% of their weekly earnings. Any amount contributed above 4% will not receive matching company contributions. The Employer match will be paid at the end of the fiscal year for all eligible active employees. In the event that the Company leaves the government contract it will be obligated to pay the matching contributions based on the contributions made to the date of the Company's departure.

C. Bargaining Rights

- a. 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").
- b. Every year, representatives of the Employer and the Union will meet in advance of the renewal process to discuss and propose possible changes to the medical insurance offerings which the Employer can incorporate into its solicitations for the following year's medical plan offerings. No changes to the current medical insurance offerings shall be made without mutual agreement of the parties.
- c. 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 60 days' notice, so they may negotiate the effects of the changes on the bargaining unit and/or offer alternative plans.

ARTICLE 36 – WAGES

| Title | 4/1/2023 | 4/1/2024 | 4/1/2025 |
|-------------------------------------|-----------------|-----------------|-----------------|
| General Clerk I | \$ 17.93 | \$ 18.65 | \$ 19.21 |
| General Clerk II | \$ 19.57 | \$ 20.35 | \$ 20.97 |
| General Clerk III | \$ 21.96 | \$ 22.83 | \$ 23.52 |
| Data Entry Operator I | \$ 18.08 | \$ 18.80 | \$ 19.37 |
| Data Entry Operator II | \$ 19.73 | \$ 20.52 | \$ 21.13 |
| CSR I | \$ 19.73 | \$ 20.52 | \$ 21.13 |
| CSR II | \$ 21.53 | \$ 22.39 | \$ 23.06 |
| Driver/Courier | \$ 16.49 | \$ 17.17 | \$ 17.66 |
| Truck Driver, Medium | \$ 18.27 | \$ 19.00 | \$ 19.57 |
| Truck Driver, Heavy | \$ 24.65 | \$ 25.64 | \$ 26.41 |
| Duplicating Machine Operator | \$ 16.92 | \$ 17.59 | \$ 18.12 |

Increases will go into effect on the first full pay period after the stated date. If a bargaining unit employee currently has a wage rate that is above the wage indicated for the job classification, the employee will receive a wage rate that is the higher of the new wage rate or the employee's current wage rate.

LANGUAGE DIFFERENTIAL. Bargaining unit employees working in a designated bilingual position will be paid a differential of \$1.00 for all hours worked.

PREMIUM PAY. CSR1 employees (TI and CI) will receive a \$1.00 / hr. premium pay while working on the telephone lines.

ARTICLE 37 – 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. Consequently, working conditions in effect shall remain in effect during the life of this contract and any extensions thereof; however, the parties further agree that the Agreement may be amended by mutual written consent of the parties during its term.

ARTICLE 38 – DURATION

The duration of this agreement shall be effective as of March 1, 2023 and shall expire on October 31, 2025 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 email and first class mail to the addresses shown below.

To the Union:

International representative, UE Local 228
United Electrical, Radio and Machine Workers of America (UE)
4 Smithfield St
9th Floor
Pittsburgh, Pennsylvania 15222

To the Employer:

To Steve Friedle, Senior Director Labor Relations
Akima, LLC
2553 Dulles View Drive, Suite 700
Herndon, VA 20171

SIGNATURES

This Agreement is hereby entered into between the following parties:

UE Local 228 of the United Electrical
Radio and Machine Workers of America (UE)

DTSV, Inc.

| | |
|----------------------|----------------|
| <u>Zoe Kim</u> | <u>1/4/23</u> |
| Name | Date |
| <u>Denise Towne</u> | <u>1/14/23</u> |
| Name | Date |
| <u>Sharia Fuller</u> | <u>1/14/23</u> |
| Name | Date |
| <u>Camryn Smith</u> | <u>1/14/23</u> |
| Name | Date |
| <u>Kate Carroll</u> | <u>1/17/23</u> |
| Name | Date |

Lily Moore
17 JAN 2023
Shirley 17 Jan 23

| | |
|----------------------|-------------------|
| <u>Steve Friedle</u> | <u>01-04-2023</u> |
| Name | Date |
| <u>Steve Friedle</u> | <u>01-04-2023</u> |
| Name | Date |
| <u>Rose Korman</u> | <u>1/19/23</u> |
| Name | Date |
| <u>Chad</u> | <u>1/19/2023</u> |
| Name | Date |
| _____ | _____ |
| Name | Date |

ARTICLE 38 – DURATION

The duration of this agreement shall be effective as of March 1, 2023 and shall expire on October 31, 2025 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 email and first class mail to the addresses shown below.

To the Union:

International representative, UE Local 228
United Electrical, Radio and Machine Workers of America (UE)
4 Smithfield St
9th Floor
Pittsburgh, Pennsylvania 15222

To the Employer:

To Steve Friedle, Senior Director Labor Relations
Akima, LLC
2553 Dulles View Drive, Suite 700
Herndon, VA 20171

SIGNATURES

This Agreement is hereby entered into between the following parties:

UE Local 228 of the United Electrical
Radio and Machine Workers of America (UE)

Lockwood Hills Federal, LLC

| | |
|---------------------|---------|
| <u>Zoe Kim</u> | 1/4/23 |
| Name | Date |
| <u>Denise Towne</u> | 1/14/23 |
| Name | Date |
| <u>Diana Fuller</u> | 1/14/23 |
| Name | Date |
| <u>Sam White</u> | 1/14/23 |
| Name | Date |
| <u>Kate Carroll</u> | 1/17/23 |
| Name | Date |

| | |
|--------------------------|------------|
| <u>Steve Friedle</u> | 01-04-2023 |
| Name | Date |
| <u>Donald G. Carroll</u> | 18 Jan 23 |
| Name | Date |
| <u>Don Chuby</u> | 1/19/2023 |
| Name | Date |
| <u>Jamie Reinhardt</u> | 1/19/23 |
| Name | Date |
| <u>Rae Koven</u> | 1/19/23 |
| Name | Date |

Lily Moore
17 JAN 2023
[Signature]

APPENDIX I – CELL PHONE USE

- 1) Bluetooth and WiFi capabilities must be disabled. If Bluetooth technology cannot be disabled on a portable device, it is not permitted within the facility.
- 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 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.
- 6) If an employee needs to make an emergency call during work time, the employee should go to an area designated for cell phone use or request the use of an office phone.
- 7) Employees are allowed to use headphones or earbuds to listen to audio on their cell phones (and other media devices) during work time unless the nature of the work makes it impractical to do so (i.e. employees doing call center work). The volume should be kept low enough to not be heard by neighboring employees.
- 8) Cell phones and similar portable devices must be turned off within 10 feet of where classified information is processed, stored, or discussed. In these areas, devices equipped with a camera must have the camera lens covered at all times.
- 9) In the event that the Department of State or its authorized representative issues new rules and/or requirements regarding the use of cell phones and other related devices that are applicable to bargaining unit employees, the parties agree to meet and confer to bring this Appendix in compliance with the newly issued requirements and bargain the effects of the changes.

APPENDIX II - AFFIRMATION OF COVERAGE

1. I swear and affirm that I have been offered at least one Affordable Care Act (ACA) compliant medical plan by my employer, but am declining to utilize the Health & Welfare payments to purchase medical coverage from my employer understanding Health & Welfare payments made to me may be treated negatively for purposes of ACA affordability determinations and as such I may not be eligible for ACA subsidies because I have been offered at least one ACA compliant medical plan by my employer.

2. I understand by declining this offer of employer paid medical insurance I will not be eligible to enroll into the health plan until the next open enrollment period or if I experience a qualified life event as defined by the IRS.

Print Name / Date

Signature / Date

SIDE LETTERS & MEMORANDA

Side Letter

The Employer has the right to develop bonus incentive and reward programs to incentivize bargaining unit staff through additional compensation. Prior to implementation, the Company will meet and confer with the Union regarding the programs. Such programs and the terms of such programs will be determined through consultation with the Union. Programs will not be implemented without mutual agreement of the Parties. The Company will have the right to terminate any program with notice at its discretion.

Side Letter

The Parties agree to cooperate to determine the content and format of the information provided by the Employer in the dues check-off list.

Side Letter

Between the effective date of this agreement [March 1, 2020] and the date they receive their annual vacation deposit, employees may use unpaid vacation leave in the amount of vacation leave that was paid out to them by the predecessor contractor.

Implementation Side Letter

Employees who have completed six (6) or more months of service but fewer than twelve (12) months of service upon the effective date of this Agreement will be credited with five (5) days / forty (40) hours of their ten (10) day / eighty (80) hours vacation bank that they would have received at the end of their first completed year of service.

Side Letter

UE 228 and LDRM agree to adopt the following Side Letter to their Collective Bargaining Agreement.

It is understood that—prior to issuing discipline against an employee for attendance occurrences—Human Resources shall review the circumstances surrounding the occurrences to determine whether disciplinary action is warranted. Such review shall include—but is not limited to—an investigatory interview with the employee against who the occurrences were assessed. It is understood that the recording of an occurrence absent formal discipline is not subject to review by Human Resources.

This side letter clarifies, but does not modify, the rights and responsibilities of the parties in their collective bargaining agreement dated December 1, 2020.

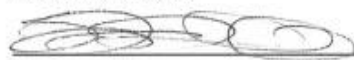
For the Union:



Zachary Knipe, UE International Representative

Date: 1/3/22

For the Employer:



Date: 01-03-2022

Memorandum of Understanding

This Memorandum of Understanding is entered into by LDRM and United Electrical, Radio and Machine Workers of America, Local 228 at the U.S. Department of State National Visa Center and the United Electrical, Radio and Machine Workers of America, Local 728 at the U.S. Department of State Kentucky Consular Center.

The scope of this Memorandum of Understanding is limited to the medical insurance plans. It does not replace or supersede any other provision of the collective bargaining agreements between the parties dated March 1, 2020 and December 1, 2020.

In settlement of insurance negotiations for the 2022 plan year, LDRM, UE 228, and UE 728 agree that LDRM will offer three ACA compliant Highmark Blue Cross/Blue Shield plans as proposed by the Steelworkers Health and Welfare Fund on January 20, 2022. The Steelworkers Health and Welfare Fund plans have a \$4.00 (four) per month fee that will be deducted from an enrollees H&W. The effective date of coverage will be March 1, 2022. Employees may elect coverage from the following plan options (attached):

- PPO 80/60 Premium \$300/\$600, Prescription Drug Option A
- PPO 80/50 Enhanced \$2,500/\$5,000, Prescription Drug Option A
- PPO 80/50 Basic \$5,000/\$10,000, Prescription Drug Option F

Article 33, Employee Benefits and Retirement, of the UE 228 Collective Bargaining Agreement will be modified as shown below:

A (e) Employees must provide proof of group health plan coverage (Medicare/Medicaid excluded) to be able to waive medical coverage. If the employee does not produce evidence of group health plan coverage, they will be enrolled in the Employee Only tier of the PPO 80/50 Basic Plan.

Article 34, Employee Benefits and Retirement, of the UE 728 Collective Bargaining Agreement will be modified as shown below:

A (c) Employees will be offered Medical, Dental, Vision, Disability, Voluntary Life & AD&D, and other voluntary plan products. Employees will be auto enrolled in the PPO 80/50 Basic Plan, at the Employee Only tier. Employees will only be allowed to waive medical coverage if they are part of another Group Medical Plan. (State/Federal exchanges/marketplace, Medicare, Medicaid are excluded as they are not Group Medical Plans.) The Company and Union agree that they will jointly write to the Department of Labor and Internal Revenue Service no later than December 15, 2020 to seek their guidance on SCA/CBA employees' ability to waive medical coverage entirely or by enrolling in a medical plan on the ACA Marketplace or a State Exchange, receiving their residual H&W dollars in cash. The Company and the Union's joint letter will ask the DOL and IRS to confirm that such actions will not result in penalties being assessed on the employee and/or the Company. Should the DOL's and IRS's written guidance demonstrate that penalties on the waiving employee, and/or the Company, will not be imposed in these circumstances, and that there is no violation of law then the Company will allow medical insurance waivers

DWF 01-31-2022

(except in the case of employees who are eligible for Medicaid and/or Medicare) commencing with the March 2021 open enrollment period.

LDRM may continue to use a third-party administrator (TPA) to manage employee fringe benefits, provide non-medical benefits, facilitate premium payments, and for other related purposes. LDRM's third-party administrator will cooperate with representatives from the Fund to implement adoption of the Fund plans for the 2022-benefits year, process electronic enrollments, pay invoices to the Fund, and for other administrative purposes. LDRM's TPA will no longer administer medical claims or receive inquiries from employees related to medical plan issues. The LDRM TPA admin fee charged to employees will remain the same, \$27.50, for the 2022 benefits plan year (March 01, 2022 through February 28, 2023) as LDRM has volunteered to absorb the additional costs of the LDRM TPA. The Parties have agreed, based upon conversations, to move forward with a cooperative relationship through increased communications and working together to meet the requirements of the Department of State.

For the Union:


Zachary Knipe
UE International Representative



Hayden Schortman
UE Organizing Representative UE Field Organizer


William Ladd
For UE Local 228

For the Employer:


on behalf of LDRM Labor Relations


Jessica Velazquez Sr. Director Benefits Sv
on behalf of LDRM Benefits


Ronnie Hollingsworth Jr
For UE Local 728

Date: 2/1/2022

Date: 01-31-2022

Steelworkers Health and Welfare Fund Plans

| Medical Plans 2022 | | | |
|---|----------------------------|-------------------------------|------------------------------|
| Major Medical Benefits | PPO 80/60 BASIC | PPO 80/60 ENHANCED | PPO 80/50 PREMIUM |
| Annual In-network deductible (Ind/Fam) | \$5,000 /\$10,000 | \$2,500/\$5,000 | \$300 /\$600 |
| Out-of-pocket maximum (Ind/Fam) | \$6,850/\$13,700 | \$6,850/\$13,700 | \$3,500 /\$7,000 |
| Coinsurance | 20% after ded | 20% after ded | 20% after ded |
| Office visits | \$50 | \$20 | \$20 |
| Specialist visits | \$75 | \$40 | \$20 |
| Preventative services | 100% no ded | 100% no ded | 100% no ded |
| Diagnostic X-rays and lab tests | 20% after ded | 20% after ded | 20% after ded |
| Inpatient care | 20% after ded | 20% after ded | 20% after ded |
| Outpatient care | 20% after ded | 20% after ded | 20% after ded |
| Emergency room services | \$200 | \$100 | \$40 |
| Urgent care | \$75 | \$40 | \$20 |
| Telemedicine Services | \$0 | \$0 | \$0 |
| Retail Prescription Drugs (30 days) In network | | | |
| Generic drugs | \$20 | \$10 | \$10 |
| Formulary brand name | \$40 | \$20 | \$20 |
| Non-formulary brand name and specialty drugs | \$80 | | |
| Mail Order Prescription Drugs (up to 90 days) In network | | | |
| Generic drugs | \$40 | \$20 | \$20 |
| Formulary brand name | \$80 | \$40 | \$40 |
| Non-formulary brand name and specialty drugs | \$160 | | |
| | | Premium | |
| EE | \$442.37 | \$549.87 | \$774.36 |
| ES | \$1,070.54 | \$1,330.68 | \$1,873.94 |
| EC | \$986.49 | \$1,226.21 | \$1,726.82 |
| EF | \$1,402.32 | \$1,743.10 | \$2,454.72 |
| Administrative Fee From BC/BS for Enrolled EE's - PEPM (Per Employee Per Month) to be charged from H&W | | \$4.00 | |

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