

Collective Bargaining Agreement

FedConsulting, Inc.

&

United Electrical, Radio and Machine Workers of America (UE)

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ARTICLE 1 – AGREEMENT

This Agreement is entered into [*day month year*] by and between FedConsulting, Inc (hereinafter called the “Employer”) and the United Electrical, Radio and Machine Workers of America, and its affiliate, UE Local 208, (hereinafter called the “Union”).

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the sole exclusive bargaining agent of all full-time and regular part-time data entry operators, general clerks, and driver couriers employed by the Employer at the United States Citizenship and Immigration Services Vermont Service Center, St. Albans and Essex Junction, Vermont locations and all full-time and regular part time employees engaged in quality control at the United States Citizenship and Immigration Services California Service Center located in Laguna Niguel, California; but excluding all casual employees, confidential employees, managers, guards and supervisors as defined in the act, for the purpose of collective bargaining with respect to rates of pay, hours of work and all other conditions of employment.

ARTICLE 3 – MANAGEMENT RIGHTS

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

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

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

ARTICLE 4 – NO DISCRIMINATION

The Employer and Union agree that there shall be no discrimination on the basis of race, color, religion, gender, disability, or any other unlawful criteria as those terms are defined under federal and state laws and regulations governing employment. It is agreed that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of 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.

ARTICLE 5 - GENDER NEUTRAL

All references to "employee," "employees," "she," "he," "her," "him," "his," or "hers" in this Agreement refer to both male and female employees. These terms are used solely for the purpose of brevity and do not imply or refer to a particular sex or gender, or reflect any discrimination by either Party.

ARTICLE 6 – UNION SECURITY

Subject to applicable law, all employees of the Employer covered by this 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, demand suit or dispute.

ARTICLE 7 – CHECKOFF

Upon receipt by the Employer of a written checkoff authorization from 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) period prior to the termination date 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 employees 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 a semi-monthly (twice per month) basis.

The Employer will remit the amounts so deducted to the applicable Financial-Treasurer of UE Local 208 or Local 1008 on a monthly basis.

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

ARTICLE 8 – NO STRIKE NO LOCK OUT

It is expressly understood that the Employer's business is directly related to important and critical work of the United States Government, and that efficient and uninterrupted services must

be furnished to the agency that has need of and makes use of the capabilities of the Employer. Therefore, the parties agree that during the term of this Agreement and any extension thereof:

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

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

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

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

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

ARTICLE 9 – BULLETIN BOARDS

The Employer and the Union agree that there shall be a bulletin board for the exclusive use of the Union in each facility. The Union shall submit all proposed postings on the bulletin board 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.

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

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

ARTICLE 10 – DISCIPLINE AND DISCHARGE

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

During any discussions or conferences with employees, the substance of which in whole or in part, may lead to disciplinary action, the employee may request that a Union steward be present. In the event that a Union steward is requested and is not immediately available, the Employer will wait a reasonable period of time, but no later than one (1) regular business day (eight (8) hours), before proceeding with the discussion or interview. In emergency situations, or situations which otherwise require immediate action, the Employer may proceed with the discussion or conference without the presence of a Union steward.

ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE

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

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

Step 1 – Within five (5) business days of the event which gave rise to the dispute, any matter of contention between an employee, or the Union and the Employer initially shall be presented by the employee, and fully discussed, with or without a steward, between the affected employee or the Union and the appropriate Employer supervisor in order to resolve the matter.

If the matter is not resolved at this Step I, either party may advance the matter to Step 2.

Step 2 – Either party may submit a grievance by reducing it to writing on a form approved by the parties and submitting the written grievance to the other party within five (5) business days of the informal meeting provided above. The Union shall submit its grievance to the Site Manager and/or the Employer shall submit its grievance to the Union Steward. The written grievance shall set forth a statement of the dispute, including the date the event(s) occurred that gave rise to the grievance, the details of the event, the Article(s) of this Agreement allegedly violated, and the specific remedy or relief requested.

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

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

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

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

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

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

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

ARBITRATION

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

Reporting of Arbitration Proceedings: 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, that party shall bear the fees and costs of the court reporter and the cost of the hearing transcript for the arbitrator. In either case, each party shall bear its own costs for its copy of the arbitration hearing transcript.

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

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

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

All time spent by Stewards or witnesses in 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 number of Stewards recognized by the Employer shall be one (1) Steward per twenty (20), or major fraction thereof, employees who have successfully completed their probationary period.

The Union shall provide the Employer with a complete, current roster of all Local 208 Union Stewards no less frequently than annually. The Employer will only recognize those stewards whose names are contained in the current roster or who are identified as a Steward by the Chief Steward. It will be the Union's responsibility to maintain and provide a complete, current roster.

Subject to other provisions of this Article, the Employer will permit the Union Steward(s) to take reasonable and necessary time off during their normal work hours to permit the Steward(s) to administer the terms of this Agreement, provided that such time off does not unreasonably interfere with the Steward(s)' assigned work duties. Furthermore, the Union will ensure that Stewards engage only in those activities that are authorized by this Agreement. The necessary time away from the Steward's work assignment shall be scheduled as far in advance as practical to minimize interruptions to work. When a Steward finds it necessary to take time off under this Article, the Steward shall request permission to leave from the Steward's Supervisor. Upon entering the work area of another Supervisor's responsibility, the Steward will contact the Supervisor before attempting to contact any employee. In each instance, the Steward's request to enter the work area for the purpose of contacting an employee for a specified reason will be granted unless compelling work commitments dictate otherwise. If permission is denied, the Supervisor will establish an alternate time at which the Steward can contact the employee(s).

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

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

It is understood that there will be of bank of paid, work time from which Stewards can draw to fulfill the activities described below. The bank of time will consist of 2 hours per month from which all Stewards will draw. Upon exhaustion of the monthly bank of hours, time spent on the activities described below will be unpaid time.

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

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

Subject to existing security regulations, the authorized National Union Representative shall have access to the Employer's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the Grievance Procedures, and ascertaining whether or not this Agreement is being observed. Any such visits shall be at reasonable times and intervals (no more frequently than monthly unless reasons for visits are urgent or compelling). The Representative shall provide the Employer's Site Manager, with advanced notice of no less than five (5) business days, and the information required by the National Industrial Security Program Operating Manual (NISPOM) 6-103 and USCIS government regulations to provide adequate time to process and disseminate the visit request. The representative shall report to the Site Manager's office before entering the work area. Visits with employees in work areas shall be brief and Management shall have the right to withdraw permission at any time it determines that such visits are interfering with employees' work.

ARTICLE 13 – PROBATIONARY EMPLOYEES

All new or rehired employees shall be probationary until their 90th calendar day of employment, at which time they acquire seniority status. During the probation period, a probationary employee may be discharged by the Employer without challenge. An employee's seniority shall accrue during the probationary period.

ARTICLE 14 – SENIORITY

1. Bargaining unit seniority ("seniority") shall be computed as provided below:
 - A. Each employee shall accumulate seniority for continuous service with the Employer and/or continuous service at the USCIS Vermont Service Center within or without the bargaining unit. 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 her or his employment with the Employer will be terminated under the following conditions:
 - A. Discharge for just cause
 - B. Resignation

- C. Failure to respond to recall notification within three (3) business days after notification by the Employer to return to work. It shall be the responsibility of the employee to keep the Employer advised of her 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 her 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. Employees shall have a period of five (5) business days after the seniority list has been provided to make a written protest to their supervisor, of an error with respect to their seniority date. An employee's failure to make such a protest within said five (5) business day period will result in that seniority date being effective until the next posting.

ARTICLE 15 – LAYOFF AND RECALL

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

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

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

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

It is understood that before any bargaining unit employees are laid off, the employer may first ask for volunteers from among the bargaining unit employees in the affected jobs classifications to be laid off. If an insufficient number of employees volunteer for layoff, then the procedure outlined above will be implemented.

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

RECALL FROM LAYOFF

If the Employer determines to fill a vacancy, employees shall be recalled by seniority. The Employer will forward notice of recall by certified mail to the last known address of the employee reflected on Employer records. The employee must, within three (3) business days of delivery or attempted delivery of the notice of recall, notify the Employer using the procedure specified in the notice of recall of the intent to return to work on the date specified for recall, and, thereafter, return to work on such date.

ARTICLE 16 – JOB POSTINGS

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

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

At the end of the posting time period, the Employer, from among employees qualified for a posted job, who submit bids for the job, the Employer will award the job to the most qualified applicant. If two or more applicants have relatively equal qualifications, selection will be by seniority. Qualifications may include prior work experience and prior training.

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

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

An employee who is unable to perform the job to which he/she bid to the satisfaction of the Employer within thirty (30) work days after being awarded the job, shall be returned to the job classification held at the time of submitting the bid.

ARTICLE 17 – HOURS OF WORK

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

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

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

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

To the extent possible, the Employer will provide 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. The break shall be scheduled by the Employer.

All employees who work more than six (6) hours a day shall receive a thirty (30) minute unpaid break. The break shall be scheduled by the Employer. An employee scheduled to work six hours, however, may forgo the 30 minute break.

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

ARTICLE 18 – DUTY TO COOPERATE

The parties agree to cooperate to work towards creating a work environment that is respectful, efficient responsive and accountable.

ARTICLE 19 – EMPLOYEE SAFETY AND HEALTH

The Employer and the Union shall cooperate in continuing the objective to eliminate accidents and health hazards at its site during the hours of employment and in accordance with federal, state, and local law. In complying with this objective, the Union and the Employer recognize that employees covered hereby are performing services for the U.S. Government in U. S. Government facilities and by use of U. S. Government equipment and fixtures. The Employer is

not authorized to maintain, modify, or repair such government facilities nor fixtures except as contractually directed.

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

A Safety and Health Committee, consisting of two (2) members designated by the Union from among the employees, and two (2) members designated by the Employer, shall be established. 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) hour. 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, but such time shall not be considered hours worked for the purposes of computing overtime 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 employee.

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

ARTICLE 20 – EMPLOYEE RECORDS

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

ARTICLE 21 – TRAINING

The Employer and the Union recognize the value of providing adequate training to employees, including employees who are temporarily or permanently assigned to new or different duties, and agree to cooperate to achieve that objective. The responsibility for achieving this goal is shared by the Employer, the Union and each affected employee.

ARTICLE 22 – EVALUATIONS

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

ARTICLE 23 – GOVERNMENT FURNISHED EQUIPMENT

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

ARTICLE 24 – GOVERNMENT CONTRACTOR SECURITY

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

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

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

It is understood that a U.S. Government issued finding of Public Trust and/or security clearance is required in order to perform Bargaining Unit work and that such a finding of Public Trust and/or security clearance is a condition of continued employment with the Employer. In order to

retain such findings of Public Trust and/or security clearances, employees may be subject to investigation for security clearances under regulations prescribed by The U.S. Government. A loss of such finding of Public Trust and/or security clearance by the employee shall result in the immediate termination of 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 90 days by the appropriate governmental authority, shall result in a reversal of the original direction or loss of the finding of Public Trust and/or security clearance, the employee shall be returned to the job classification from which the employee was removed in accordance with the employee's accumulated seniority. Such employee shall not receive payment for wages or benefits lost during the period of removal from the classified work.

ARTICLE 25 – TEMPORARY TRANSFERS AND ASSIGNMENTS

- A. In the event it becomes necessary to temporarily transfer an employee from one facility to another facility, the Employer shall first ask for volunteers for such a transfer. Only volunteers who are qualified to perform the work shall be accepted. In the event there are an insufficient number of qualified volunteers, the Employer shall select the least senior employees for temporary transfer based on the skill and ability necessary to perform the work as determined by the Employer. Wages paid to the employee during temporary transfers shall be the employee's regular hourly rate of pay or the rate of pay for the job being performed, whichever is higher.

- B. The Employer retains the right to temporarily assign employees to another function when it concludes that such action is necessary. Any employee who is temporarily assigned to another function shall be paid the employee's regular rate of pay or the rate of pay applicable to the work actually performed during the temporary assignment, whichever is higher. It is understood that if it becomes necessary to temporarily assign Data Entry Operator IIs or Driver/Couriers to perform General Clerk I functions, the Employer shall distribute such work in an equitable manner so that employees are given the same opportunities to perform such functions and receive the higher pay provided an employee has the necessary skills and/or qualifications to perform the required tasks. It is understood that the Employer shall document and keep records of the distribution of General Clerk I work functions and shall produce such records upon request from the Union to demonstrate that such work has been equitably distributed.

ARTICLE 26 – MILEAGE REIMBURSEMENT

Should any employee be required to use her own vehicle for travel from the employee's regularly assigned workplace to another workplace and such travel would result in travel of more than five (5) miles, the employee shall be reimbursed for the actual roundtrip mileage between the employee's regularly assigned workplace and the assigned work destination. Such reimbursement shall be exclusive of the mileage total of the employee's regular commute from home to work. The mileage reimbursement shall be based on the standard mileage rate as set by the Internal Revenue Service.

ARTICLE 27 – OVERTIME

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

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

1. Qualified employees present in the job classification on that shift in the team(s) where the work is to be performed will be offered the opportunity to perform the work on the basis of seniority on a rotational basis. If enough volunteers are not obtained within the team, all qualified employees in the job classification who are present will be offered the opportunity to perform the work on the basis of seniority on a rotational basis.
2. If the Employer does not get enough volunteers to perform the work, it will assign the work on a mandatory basis to those employee(s) who are qualified to perform the work on the basis of reverse seniority on a rotational basis.
3. If the work is to be performed on a non-regularly scheduled work day, all qualified employees in the job classification will be offered the opportunity to perform the work on the basis of seniority on a rotational basis. If the Employer does not get enough volunteers to perform the work, it will assign the work on a mandatory basis in reverse seniority on a rotational basis.

Employees will be paid for overtime work on the following basis:

Time and a half (1 ½) the employee's regular rate of pay for all hours worked in excess of forty (40) in a workweek.

The financial obligation of the Employer to pay for overtime work will be no more or less than required by Federal and/or state law.

It is understood that FedConsulting employees who work at the California Service Center shall be paid overtime in accordance with Article 20 of the Collective bargaining Agreement between UE Local 1008 and LongView International Technology Solutions, Inc.

ARTICLE 28 – REPORT-IN AND CALL-BACK PAY

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

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

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

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

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

1. If the employee is not fit to work.
2. If the employee has not reported to work on time and is fired or sent home as a disciplinary action.

ARTICLE 29 – SHIFT DIFFERENTIALS

- A. Employees who are regularly assigned to a shift beginning between 3 p.m. and 5 a.m. shall receive a shift differential equal to seventy-seven cents (\$0.77) for each hour worked.
- B. It is understood that the employees who are required to work a shift that includes a majority of hours scheduled (including meals and break periods) on such shift after 3 p.m. shall receive a shift differential for all hours worked between 3 p.m. and 5 a.m

ARTICLE 30 – HOLIDAYS

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

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

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

Part-Time employees shall receive holiday pay on a pro-rated basis.

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

ARTICLE 31 – VACATION

Vacation will be earned based on continuous years of service completed with the Employer, and/or continuous service at the Vermont Service Center. Upon commencing service with the Employer, the employee shall begin to accrue two weeks (10 days) of vacation time and vacation time will be added to the employee's available balance on a semi-monthly basis in accordance with the following schedule. Part time employees shall accrue vacation as per the schedule below but on a pro-rated basis.

	Days Per Year	Hours Per Year
Commencement of service through fifth (5 th) year	10	80
sixth (6 th) year of service through Fifteenth (15 th) year	15	120
Sixteenth (16 th) year of service and succeeding years	20	160

Employees may carry over vacation into the following year. However, the maximum number of vacation days that can accumulate cannot exceed two and one-half (2 ½) the yearly allocation for

an employee in accordance with the schedule contained herein. Accrued hours in excess of two and one-half (2 ½) the yearly allocation of an employee's annual accrual rate will be paid out to the employee twice per year to reduce the employee's vacation balance to the maximum accrual allowed.

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

Time missed from work, except for Holidays, Bereavement or other defined paid time off, will be treated as vacation and will be deducted from the Employee's earned accrued vacation balance. However, it is understood that unpaid leave may be approved in accordance with Appendix, Section C, Subsection 5.

Vacation hours must be scheduled and approved by management in advance of taking the time. 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 the Service Center. 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 one-half (1/2) hour increments.

ARTICLE 32 – BEREAVEMENT LEAVE

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
- Civil union partner
- Child
- Civil union partner's child, parent or sibling
- Parent or legal guardian
- Grandparent
- Sibling
- Grandchild
- Child's spouse
- Spouse's child, parent or sibling
- Aunt or Uncle
- Niece or Nephew
- Minors for whom the employee is legal guardian
- Registered Domestic Partner (pertains to California FedConsulting employees only)
- Registered Domestic Partner's parent, sibling or child (pertains to California FedConsulting employees only)

Hereinafter referred to as "relative(s)."

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. 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 other than the United States, the employee 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. It is understood that unpaid leave may be approved in accordance with Appendix, Section C, Subsection 5.

ARTICLE 33 - SICK LEAVE DAYS & PERSONAL DAY

All full-time employees earn sick leave on an accrued basis of 1.66 hours per pay period for up to five (5) sick leave days (40 hours) per calendar year. A maximum of forty (40) hours sick leave can be carried forward to the following year. Sick leave is to be used for an illness of the employee, the employee's child or other persons designated by local, state or Federal laws. Sick leave may also be used to attend doctor or dental appointments. Sick leave may be used in hourly increments. Regular part time employees accrue sick leave on a pro-rated basis.

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

Employees shall also be provided with one (1) paid personal day per calendar year. The personal day shall be available for use after the initial ninety (90) days of employment. Personal leave balances will not be carried forward at the end of each calendar year and will not be paid out upon termination. Employees who wish to use a personal day shall notify the Employer in advance, if possible, if a personal day is needed. Personal days may be taken in one-half hour (1/2) hour increments

ARTICLE 34 – LEAVES OF ABSENCE

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

1. **FMLA, VPFLA and Vermont Short Term Family Leave Act (STFL)** – Leaves of absence consistent with the provisions and eligibility requirements of the federal Family

and Medical Leave Act (“FMLA”), the Vermont Parental and Family Leave Act (“VPFLA”) and/or Vermont Short Term Family Leave Act (“STFL”).

2. **Leave Without Pay** – Leave Without Pay (LWOP) for employees who do not qualify under FMLA, VPFLA or STFL for:
- a) the birth and care of a newborn child of the employee;
 - b) the placement with the employee of a son or daughter for adoption or foster care;
 - c) to care for a spouse, son, daughter, or parent with a serious health condition;
 - d) to take medical leave when the employee is unable to work because of a serious health condition; **or**
 - e) for an employee who is a spouse, son, daughter, parent or next of kin of a current member of the Armed Forces who has a serious injury or illness, and the employee needs to care for that member of the Armed Forces.

LWOP may be granted to full-time and part-time employees. All accrued vacation; sick and personal time must be used at the beginning of the requested leave period.

Benefits do not accrue during an extended LWOP period. However, an employee continues to be covered under FedConsulting, Inc. benefits programs in which she participated prior to the leave, provided she pays their portion of the premium payments for such coverage during the LWOP period. Continuation of coverage may end if premiums are not paid on time. Participation in the FedConsulting, Inc. 401(k) plan will be suspended and reinstated upon resumption of active employment. An employee who goes on LWOP is not entitled to any non-vested funds from the profit sharing plan. In the event the employee terminates during the LWOP, contributions are refundable in accordance with the terms of the plan.

An employee may submit her request for a LWOP to her supervisor, giving the reason for the request, anticipated last day of work, anticipated date of return to work, address and phone number while on leave, and any other appropriate information. The supervisor will forward this request to the site Human Resources manager with any pertinent comments. Human Resources may request written confirmation from a doctor if the absence is due to a serious health condition. If a LWOP is authorized, the employee will be notified by Human Resources.

An employee beginning LWOP will follow all termination procedures set forth in the employee handbook. Identification cards, badges, Employer issued credit cards, and other Employer property with the employees name on it will be held for the employees return to active employment.

A LWOP 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 twelve (12) months. At least 30 days before the expiration of the LWOP or sooner if a shorter LWOP is involved, it is the employee's responsibility to notify site Human Resources Manager in writing of their intention either

to return to work or to request an extension. In the absence of such notice, the employee will be considered terminated. Any request for an LWOP 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 LWOP shall not have her seniority date adjusted as a result of taking such leave. Acceptance of employment elsewhere, without written permission, will automatically cancel an LWOP and the employee will be terminated.

An LWOP will terminate on the date specified, or earlier, if the employee signifies that he/she will not return to work. The terminated employee should inform the Employer of the disposition to be made of the Employer's contributions on his/her behalf in the FedConsulting Savings Plan [401(k)].

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

3. **Military Leave** – Time off for service or other activities connected with the employee's or employee's spouse's military service consistent with the provisions and eligibility requirements of Federal and Vermont law.
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 five (5) 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 or Witness Duty** - An employee who is required to report for jury examination or jury duty, or who is subpoenaed to appear as a witness in a civil or criminal proceeding provided that the employee is neither a party in the civil proceeding, a real party in interest in the civil proceeding or a defendant in the criminal proceeding, will be paid their regular rate of pay based on their work schedule for a period not to exceed ten (10) business days to attend such proceedings. The employee's pay will be reduced by any compensation or fees they received for such service. To qualify for Jury or Witness Duty pay, employees must submit to their supervisors a copy of the summons as soon as it is received. In addition, proof of service must be submitted to the supervisor upon completion of the period of jury or witness duty. On any day an employee is not required to report or remain for jury or witness duty, she shall be required to return to work.

6. It is understood that FedConsulting employees who work at the California Service Center shall receive Leaves of Absence as above, except such employees shall receive FMLA, CFRA, CPD and the Family School Partnership Act in accordance with the Article 32, Section 1 and such employees shall receive Military Leave in accordance with Article 32, Section 3 of the Collective Bargaining Agreement between UE Local 1008 and LongView International Technology Solutions, Inc.

ARTICLE 35 – TOWN MEETING

Employees who live in towns with only a floor meeting shall be granted time off to attend such meetings if they are conducted during the employee's normal work schedule. Employees may choose to take Town Meeting Day without pay or use paid time if the employee chooses to use paid time off and if the employee has accrued paid time off available.

ARTICLE 36 – EMPLOYEE BENEFITS AND RETIREMENT

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

Basic Fringe Benefits (Automatic)	Optional Employee-Paid Fringe Benefits
<ul style="list-style-type: none"> • Employee only Medical – KeyCare 30 (subject to employee opt-out with proof of coverage) • Dental and Vision Insurance (subject to opt out) • Employee Assistance Program 	<ul style="list-style-type: none"> • Dependent Medical, Dental and Vision Insurance • Reserve "Bank" of Hours

-
- Short-Term Disability Insurance
(subject to opt out)
 - Long-Term Disability Insurance
(subject to opt out)
 - Life and Accidental Death/Disability
Insurance
 - Five (5) Days [forty (40) hours]of
Sick Leave

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

As provided below, the sum total of the Employer's financial obligation to provide the Fringe Benefits during the duration of this Agreement shall be no more or less than the hourly rate for health and welfare benefits established by the effective Wage and Benefits Determination issued by the Department of Labor for employees covered by this Agreement.

Effective with this agreement, and until the effective date for the implementation of any new Wage and Benefits Determination issued by the Department of Labor applicable to employees covered by this Agreement, the Employer will provide an allowance of \$3.59 an hour up to 40 hours per week for all hours paid, in addition to an employee's regular rate of pay, for the purpose of covering the cost of purchasing one or more of the Fringe Benefits.

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

If the total hourly cost of the premiums for the Fringe Benefits elected by the employee is less than the applicable hourly rate for Fringe Benefits (e.g., \$3.59 as of the date of this Agreement), the remainder will be deposited into an ING Fund for the benefit of the employee as described in the "benefits packet" distributed to all employees.

If the total hourly cost of the premiums for the Fringe Benefits elected by the employee exceeds the applicable hourly rate for Fringe Benefits (e.g., \$3.59 as of the date of this Agreement), the employee shall bear such excess cost through payroll deductions made by the Employer, and the Employer shall have no further obligation to reimburse the employee for the cost of purchasing the Fringe Benefits.

The Employer will pay the new rate for Fringe Benefits established by any Wage and Benefits Determination issued by the Department of Labor applicable to employees covered by this Agreement. The Employer's obligation to begin paying the new Fringe Benefit rate will coincide with the effective date for the implementation of any such subsequently issued Wage and Benefits Determination.

Employees who are regularly scheduled to work at least 32 hours per week shall be eligible for the benefits listed above.

Retirement Savings Plan (401(k) Benefits)

Employees covered by this Agreement will be allowed to participate in the FedConsulting Retirement Savings Plan (“the Savings Plan”) beginning January 1, 2012.

The Employer shall begin contributing to the Savings Plan on behalf of each participating employee following the participating employee’s completion of one year of service with the Employer. Such contribution shall be equal to one hundred percent (100%) of the first three percent (3%) of wages of the employee’s elective contribution. Should the employee choose to contribute four percent (4%) of wages, the employer’s contribution shall be equal to three and one half percent (3.5%) of wages of the employee’s elective contribution. Should the employee choose to contribute five percent (5%) of wages, the employer’s contribution shall be equal to four percent (4%) of wages of the employee’s elective contribution.

Bargaining Rights

Fringe Benefits and Retirement Savings Plan

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

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

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

The terms of the SPDs for Fringe Benefits shall control over the terms of the collective bargaining agreement if a conflict exists between the documents.

ARTICLE 37 – WAGES

Job Title	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	12/1/2011	12/1/2012	12/1/2013	12/1/2014
General Clerk I	\$16.29	\$16.69	\$17.11	\$17.54
General Clerk II	\$19.28	\$19.76	\$20.26	\$20.76
General Clerk III	\$19.85	\$20.44	\$21.05	\$21.68
Data Entry Operator II	\$15.34	\$15.95	\$16.51	\$17.09
Driver/Couriers	\$15.12	\$15.72	\$16.28	\$16.84
General Clerk III**	\$18.85	\$19.32	\$19.80	\$20.30

**California QC

ARTICLE 38 - DURATION

The duration of this agreement shall be effective as of Tuesday August 23, 2011, shall continue thereafter for a four (4) year term, expiring on August 23, 2015: and shall be renewed each year thereafter until either party serves the other party written notice, which is received sixty (60) days before any expiration date, that termination or modification is desired. Such notice shall be sent by certified mail, return receipt requested, to the addresses shown below.

To the Union:

International representative, UE Local 208
United Electrical, Radio and Machine Workers of America (UE)
One Gateway Center - Suite 1400
420 Fort Duquesne Boulevard
Pittsburgh, Pennsylvania 15222-1416

To the Employer

Manager, Labor Relations

FedConsulting, Inc.
620 South King Street, Suite 102
Leesburg, Virginia 20175

SIGNATURES:

This Agreement is hereby entered into between the following parties:

UE Local 208 of the United Electrical,
Radio and Machine Workers of America (UE)

FedConsulting, Inc.

Name Date

APPENDIX

ATTENDANCE POLICY

It is understood by the Employer and the Union that all employees are expected to conduct themselves in a professional manner during their employment. This includes arriving at work on time and in accordance with the assigned schedules. The Employer and employees are responsible for meeting the expectations of the customer in a production-based environment. Tardiness, leaving early and unscheduled/unreported absences may cause hardship for co-workers and disrupt production plans. Responsibility for promoting good attendance and/or adherence to this policy rests with the Employer and employees.

It is also understood that all leaves prescribed by federal or state law or described elsewhere in this agreement, shall be governed by either applicable law or relevant contract language.

A. Definitions

1. Unscheduled Absence – Any absence that has not been approved before the date of the event.
2. Scheduled Absence – Any absence that has been approved in advance by the Employer.
3. Unexcused Absence – An absence that is not excused by the Employer as per Section C, Subsection 4 contained herein.
4. Unexcused Tardiness – Reporting to work late or not ready for work at the scheduled shift start time. Returning from breaks or lunch late and not being ready to work.
5. Excused Tardiness: Occasional and random events that are beyond an employee's control (Flat tire); acts of god or nature of unforeseen events in the area beyond the employee's control (Accident on highway, flooding, etc)

B. Expectations

1. All employees are to be at their assigned workstations and ready to work no later than the start of the shift.
2. All employees are to remain at the assigned work areas except when job duties require them to be elsewhere, when on an authorized break or their regularly scheduled lunch period, or when she is excused by management.
3. Employees shall take only their two fifteen-minute breaks and a half hour for lunch each day. Working through a break or lunch or combining a break with a lunch period is not acceptable. Breaks should be taken midway during each four hour work period.

4. Employees must remain at work until the scheduled shift ends, unless excused by management. Leaving promptly at the end of the shift is also expected unless the employee has been given advance permission from management to work beyond the scheduled shift.
5. Employees must manage their leave time throughout the year and ensure that they are not defaulting into the use of unapproved, unpaid leave.
6. If any employee is absent or tardy, and the absence or tardiness is excused, the employee may have the opportunity to make up for time lost during the same week of the same time accounting period that the absence or tardiness occurs dependent on work being available, on government personnel being present on site prior to the start or after hours of the normal work day as well as appropriate contract supervision being available either before or after hours of the normal work day. If there is no ability to make up lost time or the employees opts not to avail themselves of the opportunity to make up lost time, then lost hours shall be recorded on the time sheet as paid leave. If paid leave has previously been exhausted, time will be recorded as unpaid leave.

C. Provisions

1. Notice of Absence or Tardiness:

All employees are responsible for providing advance notice of any absences or tardiness, if possible, to the Employer so that arrangements can be made to cover the required work. Employees are expected to call the designated number at least one hour before the start of the scheduled shift (or as soon as possible in the event of an emergency). Employees should provide the following information in their message: Name, Supervisor's name, reason for call (will be late or absent from work), and reason for being tardy or absent. The Site Human Resources Manager will be responsible for checking the messages and notifying the supervisors in a prompt manner. It is not acceptable for an employee to send a fax, leave a message with a coworker, or send an email notification.

2. Tardiness Documentation:

If an employee calls in and will be tardy, that employee may fill out a "Tardy Form" upon arrival to work. This form is an opportunity for the employee to explain in detail why he/she was late, and for the supervisor to consider excusing it. The supervisor will either code it as "excused" or "unexcused". The form will then be submitted to the Site HR Manager for final approval, and then placed in the personnel file. Management shall not unreasonably deny an employee's request for an excused tardiness. A copy will be given to the employee as well. If the employee fails to

submit the form on the day that he/she was tardy, it will automatically be coded as an “unexcused” tardy.

3. Excused Absences:

Employees are expected to request leave or the need to leave early on any given workday in advance via the timekeeping system, if possible, unless circumstances do not permit advance notice. Employees can request vacation or personal time in one half hour increments.

It is the employee’s responsibility to manage their vacation and personal leave balances to cover absences. Requests will be reviewed by the manager on a case-by-case basis and factors taken into consideration include business needs and staffing requirements.

If an employee is sick, she is expected to follow the “call-in” instructions as defined in section C-1 above. If the employee follows the proper procedures, the absence will be considered excused. Employees who are absent for three or more consecutive days due to an illness or other medical conditions will be required to submit a doctor’s note to Human Resources upon the employee’s return to work. The note should state the reason(s) for absence. If an employee is absent for seven or more consecutive calendar days for medical or other leaves of absence, the employee must notify Human Resources to process a leave request.

Other excused absences include those identified in the Employee Handbook and/or this Collective Bargaining Agreement and/or any other time off protected under state law. Employees are expected to submit leave requests via the timekeeping system if possible. Appropriate documentation to support the requested leave must be submitted to the employee’s supervisor. The absence will be considered excused when the manager and Site Human Resources approves it. Such requests shall not be unreasonably denied.

The Employer reserves the right to request documentation, consistent with Federal and state law, supporting any absence, whether it is for illness, injury, to care for a family member, or other non-medical reasons.

4. Unexcused Absences:

The decision to excuse an absence rests within discretion of the Employer; however, the Employer will use a reasonable standard to determine whether or not an absence will be excused. The absence will be considered unexcused if the employee fails to:

- ✓ Follow the correct procedures to request vacation or personal leave. This includes leaving the site early without permission.
- ✓ Follow the correct call-in procedures to report an absence due to illness.

- ✓ Follow the correct procedures to request bereavement leave, jury duty, workers compensation or any other type of time off protected by state law.
- ✓ Submit the proper documentation to Site Human Resources for absences due to illness or other medical conditions for three or more consecutive days.
- ✓ Submit the proper leave forms to Human Resources for medical absences of seven or more consecutive days.

5. Use of Unpaid Leave:

Employees are expected to manage their leave time throughout the year. Human Resources reserves the right to request documentation, consistent with Federal and state law, supporting any absence, whether it is for illness, injury, to care for a family member, or other non-medical reasons. The use of unpaid leave must be approved by both the manager and Site Human Resources, but such requests shall not be unreasonably denied.

D. Disciplinary Action for Unexcused Absences or Unexcused Tardiness

For the purpose of progressive disciplinary action as described in the Disciplinary Chart below, any single unexcused absence or unexcused tardiness will be considered an “occurrence.”

Fewer than four (4) consecutive days of unexcused absence will be considered a single occurrence.

Occurrences may be combined for the purpose of progressive discipline as described in the Disciplinary Chart contained herein.

Following a final written warning, any single occurrence of unexcused absence or unexcused tardiness will result in further disciplinary action up to and including termination of employment.

Within any given rolling 12 month period, the following progressive disciplinary steps described in the Disciplinary Chart will be taken:

Disciplinary Chart

<p>An oral warning will be issued when any of the following occur:</p>	<p>Three (3) occurrences of unexcused tardiness</p>	<p>Three (3) occurrences of unexcused absence</p>	<p><u>Any combination of three (3) occurrences of unexcused absences or tardiness</u></p>
<p>A written warning will be issued when any of the following occur:</p>	<p>Four (4) occurrences of unexcused tardiness</p>	<p>Four (4) occurrences of unexcused absence</p>	<p><u>Any combination of four (4) occurrences of unexcused absences or tardiness</u></p>
<p>A final written warning will be issued when any of the following occur:</p>	<p>Five (5) occurrences of unexcused tardiness</p>	<p>Five (5) occurrences of unexcused absence</p>	<p><u>Any combination of five (5) occurrences of unexcused absences or tardiness</u></p>
<p>Following a final written warning further disciplinary action up to and including termination will occur after:</p>	<p>A single (1) occurrence of unexcused tardiness</p>	<p>A single (1) occurrence of unexcused absence</p>	

SIDE AGREEMENT

EMPLOYEE INCENTIVE BONUS

The Employer agrees that all FedConsulting, Inc full-time employees and part time employees who work at least an average of 32 hours per week at the USCIS Vermont Service Center and the California Service Center who are covered by the terms of the Collective Bargaining Agreement entered into between FedConsulting, Inc. and the UE will earn an incentive bonus of 0.5% of wages paid. Said incentive bonus will be paid out semi-monthly.

It is agreed by the parties that only General Clerk Is and General Clerk IIs employed by FedConsulting at the USCIS Vermont Service Center and General Clerk IIIs employed at the California Service Center will earn the incentive bonus described above and that no others will earn the incentive bonus described above.

SIDE AGREEMENT

The Employer agrees that the hourly wage rates of Martha Beaudry, Susan Gleason and Geraldine Samson will be no less than the base hourly rates established for their job classification by the Collective Bargaining Agreement between FedConsulting, Inc. and the United Electrical, Radio and Machine Workers of America (UE) plus the negotiated shift differential of that agreement if regularly assigned to a shift beginning between 3 PM and 5 AM.