

2020-2022  
**AGREEMENT**

Between

**PAE**

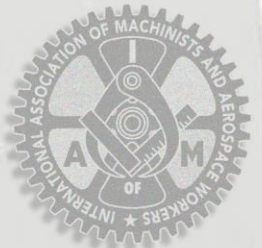
**PROFESSIONAL SERVICES, LLC.**  
Santa Clara County Locations

**&**

*The International Association  
of Machinists and Aerospace  
Workers  
District Lodge 725  
and  
Local Lodge 2228*



U.S. Citizenship  
and Immigration  
Services



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## **PREAMBLE**

This Agreement is made and entered into February 14, 2020 by and between PAE Professional Services, LLC (Hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers, District Lodge 725 and Local Lodge 2228 (hereafter referred to as the Union) with respect to work performed at the USCIS, Santa Clara County, California.

## **ARTICLE 1. – INTENT AND PURPOSE**

In setting forth certain provisions pertaining to wages, hours of work and working conditions, the COMPANY and the UNION have agreed to cooperate in establishing and maintaining a harmonious relationship and have provided procedures for the peaceful settlement of all grievances that may arise.

## **ARTICLE 2. – RECOGNITION**

The Company herein recognizes the Union as the sole and exclusive bargaining agent as certified by the National Labor Relations Board Case 32-RC-238673 for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment and other conditions pertaining to employment for all of the employees in the bargaining unit hereinafter set forth.

## **ARTICLE 3. – BARGAINING UNIT**

The Bargaining Unit shall consist of the following classifications: Full-time, Part-time, and on-call (“casual”) General Clerk II (Biometric Technicians), Clerks, and Switchboard Operator/Receptionists performing work at this location or future location(s). Excluding all other employees, office clerical employees, guards and supervisors as defined by the Act.

## **ARTICLE 4. – MANAGEMENT RIGHTS**

Except as modified by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including its right to establish policies, practices, and procedures for the conduct of the business; to select and direct the working force; to transfer, promote employees, or to lay off employees for lack of work; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause; to establish the methods, processes and means of providing services; and otherwise to take such measures as management may determine to be necessary to the orderly, efficient or economical operation of the business.

## **ARTICLE 5. – SENIORITY**

**Section 1.** Union seniority of an employee is the length of his continuous service on the contract including time spent with predecessor Companies on the contract. An employee shall hold union seniority in the job classifications listed in Article 16 of this Agreement to which he has been assigned.

- a) It is understood that seniority, defined in Article 5, Section 1, shall govern in the filling of vacancies within job classifications.
- b) When vacancies occur in any job classification covered by the Agreement, the Company shall post notice of such vacancies for a period of five (5) business days, unless on company approved leave of absence, the company will notify such employees as soon as practicable. The Company will give full consideration to senior employees within the bargaining unit who have signed said posted notice prior to hiring outside applicants.

- c) Employees transferring into the bargaining unit, will retain their Company date of hire for vacation and fringe benefit purposes only, but their union seniority date will be their date of transfer into the bargaining unit.

**Section 2.** In cases of layoff, the employee with the least seniority in the affected job classification shall be laid off first. The Company shall notify affected employees as soon as the facts are known to the Company of upcoming layoffs, but not less than one (1) week of notice. All affected employees shall be given notice in writing.

Employees selected for layoff may elect to bump into a lower rated classification for which they've previously held, within the bargaining unit, provided seniority allow. The employee will inform the Company of his election to bump within five (5) business days following the receipt of his notice of layoff.

**Section 3.** An employee shall lose his union seniority and his continuous employment shall be broken for the following reasons:

- a) Resignation.
- b) Discharge for just cause.
- c) Layoff in excess of sixty (60) months.
- d) Failure to return to work within five (5) business days at the expiration of a leave of absence.
- e) Failure to return to work within five (5) business days after being recalled. If the employee being recalled is currently employed by another employer, upon request to the Site Supervisor, the employee will be allowed to give a courtesy two weeks of notice to the other employer before being required to return to work.
- f) Absence of three (3) consecutive workdays without reporting to the Company, unless it is later proven that the employee was incapacitated and unable to contact the employer by phone due to circumstances out of the control of the employee, or the employee is on FMLA/CRFA/Industrial Leave.
- g) Retirement.

**Section 4.** If an employee returns to employment with the Company within sixty (60) months, they shall have their union seniority reinstated at the level they had prior to leaving.

**Section 5.** All employees within a classification will be offered training by seniority in accordance with the Company or Customer' s needs. The Company will determine the number of employees to be trained.

**Section 6.** In recall back to work, the employee with the most seniority in the open job classification shall be recalled first. An employee subject to recall shall be sent a certified or registered letter to the employee's address given at the time of his layoff or the last address provided by the employee after layoff.

**Section 7.** Each new employee shall serve a probationary period of sixty (60) calendar days. If during the sixty-day period it is found that the new employee is not suitable for the job, his employment may be terminated at the Company's sole discretion, without recourse to the grievance procedure.

## **ARTICLE 6. – UNION MEMBERSHIP CHECK-OFF**

All employees covered by this agreement shall, as a condition of continued employment, become and remain members of the Union in good standing during the term of this agreement. All new employees covered by this agreement shall, as a condition of employment, become members of the Union immediately after thirty (30) calendar days of employment, and remain members in good standing during the term of this agreement.

The Union will make membership in the Union available to all employees covered by this agreement on the same terms and conditions as are generally applicable to other members of the Union, and further, demands for termination of employment will not be made for reasons other than failure of an employee to tender the periodic dues and fees uniformly required as a condition of acquiring or retaining membership in the Union. Upon receipt of authorization signed by the employee, the Company shall deduct from the employee's pay the initiation or reinstatement fee and monthly dues payable by him to the Union, in an amount as directed by the Union for the period specified, so long as he remains in the bargaining unit. On call (casual) employees shall pay no less than the minimum dues as directed by IAM District 725 governances. Part-time and Full-time employees shall pay full dues as directed by IAM District 725 governances.

**Indemnity:** The Union will indemnify and hold the Company harmless from and against any and all claims, demands, charges, complaints, or suits instituted against the Company which are based on or arise out of any action taken by the Company in accordance with or arising out of the foregoing provisions of this Article.

Such payroll deductions shall be remitted to the location as designated by the District Lodge 725 by the fifteen (15th) of the month following the month the payroll deductions are made. The Company shall furnish to the Financial Officer of the Union monthly, a record of those from whom deductions have been made and the amounts of the deduction.

## **ARTICLE 7. – UNION ACCESS**

**Section 1.** Authorized agents of the Union shall have access to the Company's facility for the purpose of adjusting grievances, investigating working conditions, and ascertaining the Company's compliance with the Agreement; provided, however, that the Union shall give reasonable notice to the Company of the anticipated date and time of its visit, and, if such date or time is inconvenient to the Company for bona fide operational reasons, the Company and the Union shall agree in good faith upon a mutually convenient date and time. Any such access shall be conditioned upon prior approval by USCIS.

**Section 2.** If the scheduled date is inconvenient to the Customer for bona fide operational reasons, the Company and the Union shall agree in good faith upon a mutually convenient date and time.

## **ARTICLE 8. – STEWARDS**

**Section 1.** The Company recognizes the right of the Union to designate one (1) steward and an alternate from the seniority list.

**Section 2.** Stewards shall investigate, present and process grievances.

**Section 3.** The Steward will be placed at the top of their classification on the Seniority List and will be the last to be transferred, temporarily assigned, downgraded, or laid off while in such capacity.

## **ARTICLE 9. – DISCHARGE AND DISCIPLINE**

**Section 1.** The parties agree that they will cooperate to foster a motivated and efficient workforce. Maintaining discipline is an essential element of this effort. The Company will retain the right to discipline employees by discharge, suspension, or other action. No disciplinary action will be taken without just cause. The Company will administer all discipline within thirty (30) calendar days of becoming aware of the infraction. In the event the company does not comply with the above time limits, no disciplinary action shall be taken. If additional time is needed, the parties can agree to an extension.

**Section 2.** There shall be no investigative interview, which an employee reasonably believes could lead to disciplinary action, without the Union Shop Steward being present if requested by the employee. If employee refuses representations, he/she shall sign a waiver to that effect.

**Section 3.** Disciplinary action will follow a line of progression. Depending on the nature and severity of the offense, discipline can start at any point in the process and need not follow each step, in succession. The normal line of progression is as follows:

Step 1 Verbal Counseling (Documented)

Step 2 Written Warning

Step 3 Final Written Warning

Step 4 Discharge

An employee may be placed on an unpaid suspension pending completion of an investigation. However, should the employee be exonerated after said suspension, he/she would be made whole.

**Section 4.** Disciplinary action records for an employee will be maintained in his/her personnel file. All verbal notices will not be used for the purpose of progressive discipline beyond six (6) months from the date of issue and written notice will not be used for the purpose of progressive discipline beyond one (1) year from the date.

**Section 5.** In all cases of dismissal or suspension for just cause, management shall notify the Steward and Business Representative and meet with him/her (phone conference may be agreed upon). Consistent with the appropriate policies and procedures, management will advise the Union of reason(s) for such action taken. Management or the Union may request to have the employee(s) present at meetings, whenever practical. The Steward and alternate Steward shall be availed fifty (50) shared hours per year (if necessary) to meet with employees prior to meetings, and grievance investigations. Stewards, however, shall not be paid for time spent handling grievances or other union business outside of his scheduled working hours.

**Section 6.** This provision shall not apply if the Federal Government removes an employee's access from USCIS. Should this occur, the Company shall provide such written documentation to the employee, steward, and Business Representative. The Union retains the right to challenge the appropriateness of the removal pursuant to the grievance procedure. If the employee resolves the issue that caused removal of their clearance, the employee may reapply for an open position, and should such clearance pass, that employee shall regain his union seniority.

## **ARTICLE 10. – GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1.** It is the intent of this Article to establish a means for prompt adjustment of working problems and personal grievances at the job level by conference between the Supervisor and the employee involved, provided the Union Representative has been given an opportunity to be present. If not resolved at this informal level, a formal written grievance shall be filed. The grievance shall contain a full statement of the grievance and the facts upon which it is based, the section of this Agreement alleged to have been violated and the action, remedy or adjustment sought. In grievances filed on behalf of individual employees, the grievance shall be signed, by the affected employee or by a union representative, Grievances shall be processed according to the steps and time limits specified. These time limits may be extended upon written mutual consent of the parties. A grievance may be filed by the Business Representative at step four (4) of the grievance procedure.

No grievances shall be filed or processed based on facts or events, or omissions within the employee's knowledge which have occurred more than sixty (60) calendar days before such grievance is filed, except for a bona fide pay discrepancy. Both parties agree to exert an earnest effort to settle such grievance promptly through the following steps:

**Step 1** The employee involved shall first confer with his Supervisor in order to amicably settle the matter, provided the Steward has been given an opportunity to be present. Any and all grievances shall be handled during normal working hours without any unnecessary interruption of work. If the dispute is not resolved amicably then the Steward must file a grievance. Within ten (10) workdays after receipt of grievance the Site Supervisor shall submit a written answer to the Steward.

**Step 2** If not settled/resolved at Step 1, the Union may submit the grievance to the Regional Manager or Deputy Regional Manager within ten (10) working days. The Regional Manager or Deputy Regional Manager and the steward shall meet in person within ten (10) workdays and attempt to resolve any grievance. If unable to resolve the grievance, the Regional Manager or Deputy Regional Manager shall submit a written answer to the Union Steward and the Business Representative within ten (10) workdays.

**Step 3** If not settled/resolved at Step 2, the Union may submit the grievance to the Program Manager within ten (10) workdays. The Program Manager and the Union's Business Representative will meet, in person or by telephone conference, within ten (10) workdays and attempt to resolve any grievance. If unable to resolve the grievance, the Program Manager shall submit a written answer to the Union Business Representative within ten (10) workdays.

**Step 4** The Union's Business Representative may submit, within ten (10) workdays following the Company's Step 3 answer, written notice to the Company Labor Relations Department of its intent to arbitrate. The Business Representative and the Labor Relations Department will meet and attempt to resolve the issue, and if unable to resolve, the Union will request the Federal Mediation and Conciliation Service to submit an arbitration panel of seven (7) names to each party. The Union and the Company shall alternately strike one name from such list (the Company and Union shall alternate which party shall make the first strike, Company to make initial strike) until only one name remains and that person shall be the arbitrator. The Parties will notify the Arbitrator of their selection and will coordinate schedules between the Company, Arbitrator and Union. The cost of the Arbitrator will be

shared equally among the parties. The Company and the Union will continue to attempt to resolve the grievance prior to arbitration.

**Section 2.** The arguments before the Arbitrator will be oral, written or both. The Arbitrator shall not have the authority to add to, subtract from, modify, alter or change any of the terms of this Agreement. The Arbitrator's authority is to interpret and apply provisions of this Agreement. The Arbitrator shall be bound entirely by the records presented in the form of evidence presented at the hearing and the Collective Bargaining Agreement.

**Section 3.** The parties may file post hearing briefs. The Arbitrator shall render his decision within thirty (30) days of the close of the hearing or receipt of the briefs (unless otherwise agreed upon). The Arbitrator's decision shall be in writing. The award shall be delivered or mailed to each party. The decision of the Arbitrator shall be final and binding on all parties.

**Section 4.** In cases of cancellation, the party requesting cancellation shall pay all fees and costs of the Arbitrator. In cases where the cancellation is the result of a compromise settlement, fees or costs of the Arbitrator shall be shared equally by the parties (unless otherwise agreed upon). No more than one (1) grievance shall be submitted to the same Arbitrator, unless mutually agreed to. All time limits shall be strictly adhered to and may only be extended by mutual agreements of the parties.

#### **ARTICLE 11. – HOURS OF WORK AND OVERTIME**

**Section 1.** Eight (8) consecutive hours, exclusive of a meal period of a minimum of thirty (30) minutes, shall constitute a normal work shift for all full-time employees.

**Section 2.** The workweek for payroll purposes shall consist of seven (7) consecutive calendar days beginning on Monday and running through the following Sunday.

The normal work schedule shall be Monday through Friday. Alternate work schedules may be directed by the customer, consisting of five (5) consecutive days, with two (2) consecutive days off. All work schedules shall have two (2) consecutive days off.

Nothing in this Agreement shall be construed as a guarantee of hours.

**Section 3.** All employees will receive two (2) uninterrupted paid fifteen (15) minute breaks per eight (8) hour day. One (1) to be taken during the first half of their workday and one (1) to be taken during the second half of their workday.

In the event any employee is required to work beyond any ten (10) hour workday, the affected employee will receive an additional unpaid one-half (½) hour meal break prior to commencing additional work. The Company shall follow all state and federal laws.

Meal periods shall begin not earlier than four (4) hours after the start of each shift, and not later than five (5) hours after the start of each shift. An employee who is required to work overtime will be allowed a one-half (½) hour lunch break after two (2) hours of overtime worked in a day. If the employer requests the employee to work through a meal period, the employee shall be paid in accordance with California state law.



**Section 4.** A full-time employee who is scheduled and reports for work at the scheduled time without having been notified not to report, shall receive pay not less than four (4) hours pay at his/her working rate. If more than four (4) hours are worked, the employee shall receive pay for actual hours worked. A part-time or casual employee who is scheduled and reports for work at the scheduled time without having been notified not to report, shall receive pay based on half (1/2) their scheduled hours for that day with a minimum of two (2) hours pay up to a maximum of four (4) hours pay.

**Section 5.** The Company will distribute overtime as equitably as possible amongst employees. The Supervisor will maintain an overtime use roster for determining overtime spread. Overtime will be offered first to the employees lowest on the spread. The Steward will have access to the overtime use roster.

Overtime at the rate of one-and-one half (1.5) times the working rate will be paid for hours worked over eight (8) in a day and over forty (40) in a workweek. Overtime at the rate of double (2.0) the working rate, will be paid for hours worked in excess of 12 hours per day.

Any employee who has worked overtime at any time in the workweek shall not be given time off later in the week for the sole purpose of offsetting the overtime hours previously worked.

**Section 6.** There shall be no pyramiding of overtime. Nothing in this Agreement shall be construed as to require the payment of overtime on overtime, or the compounding of overtime as a result of computing hours in accordance with this Article.

## **ARTICLE 12. – HOLIDAYS**

**Section 1.** Holiday pay is eight (8) hours pay for full-time employees and four (4) hours pay for part-time employees, which is payable at the employee's working rate of pay. Casual employees who work during the week of the holiday will receive prorated holiday pay based on the number of hours worked in the previous week.

**Section 2.** The following eleven (11) holidays will be observed each calendar year:

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Columbus Day
Thanksgiving Day	Christmas Day
	Floating Holiday (1)

**Section 3.** Any employee required to work on any of the above holidays will be paid for all hours worked at double (2.0) the working rate plus eight (8) hours (or four (4) hours of part-time employees) holiday pay. Holidays may not be carried over from one year to the next.

**Section 4.** When a holiday falls during an employee's vacation, the holiday will not be charged as vacation. The employee will receive holiday pay for the holiday.

**Section 5.** Any additional holiday designated by Federal Government mandate or Presidential Executive Order that is observed at the facility will be observed in addition to the holidays listed

above. Employees will receive payment as a holiday only in the event that the holiday is added as a reimbursable cost through a contract modification.

**Section 6.** Employees on a leave of absence are not eligible for holiday pay.

**ARTICLE 13. – VACATION AND SICK**

**Section 1.** Vacation will be earned based on Company seniority. Company seniority is based on continuous years of service completed with the Company, predecessor employer and/or continuous service at the United States Citizenship and Immigration Services Santa Clara County, CA office.

Currently, full-time employees receive an annual vacation allotment each year on his anniversary date. Part-time employees receive vacation on a prorated basis based on the hours worked during the previous twelve (12) month period. The minimum vacation allotment for a part-time employee is half the hours of a full-time employee. Casual employees receive cash in lieu of vacation on a prorated basis based on the hours worked during the previous twelve (12) month period. The current vacation schedule is as follows:

Years of Service	Annual Vacation
1 year but less than 5 years	80
5 years but less than 15 years	120
15 years +	160

Full- and part-time employees are paid out any unused vacation balances by the end of the month following anniversary date.

**Section 2.** Effective the first full pay week following April 1, 2020, the full-time employees shall begin to accrue vacation time on a weekly basis based on the below schedule. Part time employees shall accrue vacation as per the schedule below in the amount of half (1/2) the full-time employee’s weekly accrual. Casual employees will receive cash in lieu of vacation on a prorated basis based on the hours worked during the previous twelve (12) month period. The vacation accrual schedule is as follows:

Years of Service	Annual Accrual	Weekly Accrual	Annual Carryover
Less than 5 years	80	1.54	200
5 years but less than 10 years	128	2.46	200
10 but less than 19 years	168	3.23	200
19+ years	188	3.62	200

All vacation that has been accrued, but prior to it being dropped into an employee’s bank on their anniversary date, will be dropped into their accrued vacation bank, no later than the first pay period of May 2020. This is to ensure that no employee loses any vacation time that they would otherwise receive on their anniversary date as a result of this initial collective bargaining agreement.

When an employee moves to the next level of accrual, it is understood that the new accrual rate will begin on the first day of the next full pay week.

If an employee terminates employment through resignation or layoff and returns to work within twelve (12) months, the employee's service with the Company will be adjusted based on the most recent termination period. Employee's service will be bridged only one time, with the exception of recall from layoff.

Any unused vacation accrual may be carried over to the following year up to two hundred (200) hours. Vacation accrual in excess of the maximum carry-over amount on the last day of the final pay week of each year will be paid out no later than the first pay period of February of each year.

All vacation will be paid at the employee's regular rate of pay. Scheduled vacation should be requested as far in advance as possible but no less than seven (7) business days immediately prior to the day being requested, however, site supervisor may accommodate if schedule permits. The Company will make every effort to approve vacation requests unless prohibited by legitimate business reasons. When conflicts in requested vacation periods arise, the employees having the greater Union seniority shall be given the preference. However, an employee who has previously requested and had scheduled vacation approved will not be displaced by a more senior employee. Vacation is on a first come first served basis, unless the request is made on the same day, in which Union seniority will prevail.

Vacation may be taken in periods of six (6) minute increments or more. Employee's request for vacation leave must be approved by the Site Supervisor or his/her designees before such leave is taken. Employees failing to secure such approval, who subsequently fail to report to work or depart early as scheduled, without a reasonable excuse, may be subject to appropriate disciplinary action for unexcused absence. The Site Supervisor or his/her designee(s) shall notify the employee within two (2) weeks of approval or disapproval of the vacation, otherwise the request shall be considered granted. The Company reserves the right to cancel an approved vacation, if due to unforeseen events staffing falls below minimum required levels. The Company will make every effort not to cancel approved vacation where the employee has a monetary commitment (i.e. prepaid airline, cruise tickets, etc.)

**Section 3.** For the purpose of accruing vacation, a credited weekly period shall be defined as any weekly period in which an employee is paid by the Company for time worked, holiday pay, jury duty pay, military pay differential, or bereavement leave pay.

**Section 4.** All unused accrued vacation balances will be paid out upon termination or death.

**Section 5.** Sick Leave. All employees will accrue one (1) hour of sick leave for every thirty (30) hours worked. Employees may accrue up to fifty-six (56) hours per year.

- a) Employees will be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking.

- b) The employer may require certification issued by a health care provider or other documentation (if the leave is related to domestic violence, sexual assault, or stalking) to verify the need for paid sick leave only if the employee is absent for three or more consecutive full workdays and only if the employee received notice of the requirement to provide certification or documentation before returning to work. Details are not required, in order to protect the employee's HIPAA rights.

Lead workers: Lead workers are employees who lead and direct employees and the site when the site supervisor is absent and is asked to fill in. The Company has the sole discretion to select a lead worker. The lead worker will be paid an additional two dollars and fifty cents (\$2.50) per hour for the entire week in which they work in such capacity.

**ARTICLE 14. – JURY DUTY**

An employee required to be absent from his employment to serve on a jury shall be paid his working rate of pay for all regular scheduled straight time hours for each day of jury services up to fifteen (15) days per year. Such absences shall be supported by a statement signed by the Clerk of Court certifying as to each day of jury duty.

An employee who is subpoenaed to court as a witness and is not involved directly in the case shall receive all benefits and pay and operate under the same conditions as outlined in this Article.

**ARTICLE 15. – BEREAVEMENT**

Employees shall receive three (3) paid days of bereavement leave when a death occurs in their immediate family. Immediate family is defined as parent, grandparent, spouse, child, grandchild, brother, sister, mother-in-law, father-in-law, stepparent, stepchildren, brother-in-law, sister-in-law and domestic partner, and foster children.

The Company may require reasonable proof of death under this Article. If the funeral is more than four hundred (400) miles from the employee's address of record with the Company, the employee shall be granted two (2) additional days off with pay to attend the funeral.

**ARTICLE 16. – WAGES AND JOB CLASSIFICATION**

The following hourly rates of pay shall prevail during the term of this Agreement:

CLASSIFICATION	CURRENT	4%	3%
		4/1/2020	4/1/2021
Clerk II/ Biometric Technician	18.90	\$21.48*	\$22.12
Switch Board Operator/ Receptionist	17.21	\$19.72*	\$20.31

Includes equity adjustment \*

When the Switchboard Operator/Receptionist performs General Clerk II/Biometric Technician duties, the employee will receive the General Clerk II/Biometric Technician hourly wage rate for the time in which he performs those duties.

Lead workers: Lead workers are employees who lead and direct employees at the site when the site supervisor is absent and is asked to fill in. The Company has the sole discretion to select a

lead worker. The lead worker will be paid an additional two dollars and fifty cents (\$2.50) per hour for the entire week in which they work in such capacity.

## **ARTICLE 17. – HEALTH AND WELFARE**

**Section 1.** Group Insurance: The Company will, during the life of the bargaining agreement, maintain and contribute to the cost of group insurance for full-time bargaining unit personnel. The offered group insurance plans may be modified from year-to-year for cost containment, improved coverage, ACA compliance and other legally required or carrier-imposed changes. It is agreed that the Company may change vendors of group insurance during the life of this Agreement. Any such benefit change will provide comparable coverage/design as the incumbent plan (ACA Compliant). Should there be a significant change in the plan benefits or rise in the rates, the Company and Union will meet to discuss any resulting issues.

Employees will continue to pay the current biweekly cost of health, vision, drug, and dental coverage as follows:

<b>Plan Name</b>	<b>EE Only</b>	<b>EE + Spouse</b>	<b>EE + Child(ren)</b>	<b>Family</b>
Delta Dental High Option	\$12.67	\$26.85	\$34.52	\$44.88
Delta Dental Low Option	\$6.91	\$14.18	\$18.24	\$21.09
CIGNA HSA Bronze	\$13.09	\$28.80	\$24.87	\$40.58
CIGNA HSA Gold	\$65.58	\$144.29	\$124.61	\$203.31
CIGNA HSA Silver	\$52.43	\$115.35	\$99.62	\$162.54
CIGNA PPO 700	\$84.58	\$186.07	\$160.70	\$262.19
VSP Vision Plan	\$3.00	\$5.99	\$6.35	\$10.14
VSP with Safety Glasses	\$3.67	\$6.66	\$7.02	\$10.31

Effective January 1, 2021 the Company will offer a shared cost benefit, by where the Company and employee(s) will share the cost of health, vision, drug, and dental on a 80%/20% basis with the Company paying 80% and the employee paying 20%. The Company will offer the negotiated plans to all full-time employees.

**Section 2.** Dental and Vision: Full-time employees may opt to purchase the Company’s optional vision benefit and/or either Dental Plan without participating in the Health Insurance Coverage.

**Section 3.** Life Insurance: The Company will provide Basic Life and Basic AD&D insurance to all full-time employees at one times (1X) the employee’s base annual salary with the minimum coverage of \$80,000 up to \$150,000. Employees may elect to reduce their Basic Life coverage to \$50,000 in order to avoid imputed income. Employees may purchase optional life insurance /accidental death and dismemberment insurance (AD&D) to the extent such coverage is available. Employees may purchase dependent life by payroll deduction. Proof of insurability and approval by the insurance carrier is required prior to purchasing any optional life insurance/AD&D and dependent life insurance.

**Section 4.** Short- and Long-Term Disability: The Company will provide a private Short-Term Disability plan to full-time employees as described in the Summary Plan Description. The STD insurance provides a benefit of up to \$3,000 per week, for up to twenty-six (26) weeks and will supplement benefits paid through SDI up to the maximum allowed by the private plan. The

Company will make available for employee purchase via payroll deduction optional long-term disability insurance (LTD) as defined in the Summary Plan Description for employees.

**Section 5.** Employee Assistance Program: All employees covered by this agreement will be provided with an Employee Assistance Program benefit as described in the Summary Plan Description (SPD).

**Section 6.** Health and Welfare: Full-time employees may choose from various group health and welfare plans that are offered by the Company. The cost of the plans will be subsidized by the Company and will be deducted from the health and welfare benefit earned by the bargaining unit member employees.

Current	04/01/2020	04/01/2021
\$4.18	\$4.60	\$4.75

If the Company's portion of the cost of benefits, is less than the health and welfare rate defined above, employees will receive the difference as a cash payment in their paycheck. This section applies to all employees, including part-time and casual employees who are ineligible for group health and welfare plans.

#### **ARTICLE 18. – 401K**

**Section 1.** All employees covered under this agreement shall be eligible to participate in the company sponsored 401(K) Savings Plan. Employees will be permitted to contribute their own monies via payroll deduction up to the maximum allowable by IRS regulations. The Company will continue to match fifty percent (50%) of employee contributions up to the first six percent (6%) of eligible earnings and the match will be made on a biweekly basis.

Effective the first pay period on or after April 1, 2020, all employees covered under this agreement shall be eligible to participate in the Company sponsored 401(K) Savings Plan. Employees will be permitted to contribute their own monies via payroll deduction up to the maximum allowable by IRS regulations. The Company shall contribute three percent (3%) of the employee's base wages, into that employees 401(K) plan per pay period.

#### **ARTICLE 19. – LEAVE OF ABSENCE**

**Section 1.** Limited unpaid personal leaves of absence may be granted by the Company upon request of employees. Such leaves shall be not more than thirty (30) calendar days. Requests for unpaid personal leave of absence must be made in writing and must receive approval by the Company. A maximum of two (2) extensions may be approved by the Company.

**Section 2.** Seniority shall continue to accumulate during the approved leave of absence. When an employee has been granted a leave of absence for a specified period of time, it will be the employee's responsibility to request an extension of such leave prior to expiration if additional time is required. All such extensions must have prior Company approval. The employee may submit an extension through the Steward.

**Section 3.** Leave of absence for a health condition for the employee, or for the employee to care for an immediate family member may be granted to an employee for a period not to exceed ninety (90) days and will be extended when supported by sufficient medical verification supplied

by the employee from a licensed physician. Leaves of absence for personal health reasons will not exceed six (6) months. All leaves of absence will be in accordance with applicable state and federal laws.

Group insurance, if elected, in addition to any optional benefits elected by the employee will continue for the duration of the leave of absence as described above as long as the employee continues to pay his/her portion of the premiums at least ten (10) days prior to the next month's insurance coverage.

**Section 4.** An employee on leave of absence for personal health reasons may return to work prior to or at expiration of such leave upon the written release of a licensed physician provided the employee is able to perform his/her assigned duties safely. Should the Company question the employee's capability to perform the assigned duties safely, the Company may have the employee examined by another physician, prior to returning the employee to work.

- a) While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work on a biweekly basis, except in those cases where the employee's physician has provided an expected date of return.
- b) An employee may be returned to duty provided the Company is able to accommodate said restrictions.

**Section 5.** Leaves of absence without pay for Union business will be granted to Bargaining Unit employees of the Company who are elected or appointed by the Union, to attend such functions as conferences, conventions, and Union educational courses, provide at least fourteen (14) business days advance notice is given in writing to the Company, if possible to do so. However, not more than one (1) employee may be on a short or long term leave of absence with the Union at any given time. Employees on such leave shall continue to accrue seniority.

**Section 6.** Leaves of absence without pay in worker's compensation injury and legal occupational disease cases will be granted automatically for up to a twelve (12) month period of legal temporary disability, and seniority will accumulate for the full period of such leave.

**Section 7.** An employee who is called to and performs short term active duty of thirty (30) days or less, including active duty training as a member of the United States Armed Forces Reserves or National Guard, shall be paid the difference between the employee's military rate and the employee's straight time hourly rate of pay for a period of up to fifteen (15) scheduled working days per calendar year. The employee must present a copy of the employee's order to the Company as soon as they are received by the employee. Upon return from active short-term duty, the employee must present pay vouchers so that the calculation of the difference in pay may be computed. The employee will be given a leave of absence for and will accumulate seniority during such period of service. Employees required to report for military training in excess of thirty (30) consecutive days or those called to active duty shall be reinstated in accordance with the Uniformed Service Employment and Reemployment Rights Act. The parties to this Agreement shall comply with current applicable state and federal legislation regarding military service.

**Section 8.** When leaves of absence are granted, the employee, upon return to active employment, will be returned to his/her classification based upon seniority and qualifications.

When an employee fails to return to work at the expiration of an approved leave of absence, that employee may be disciplined, up to and including discharge, in accordance with Article 9.

#### **ARTICLE 20. – NO STRIKES OR LOCKOUTS**

The Union agrees that it shall not engage in, authorize or recognize any strikes, picketing or other interruption of the Company's normal operations during the term of this Agreement; the Company agrees that it shall not lock out the employees during the term of this "Agreement".

#### **ARTICLE 21. – BULLETIN BOARD**

The Company shall provide one (1) glass-enclosed bulletin board onsite for the Union to post official Union information for their membership. The key shall be retained by the Union. Should the Government not allow a Union bulletin board (with Government notification provided to the Union) the Company will provide a binder for such material.

#### **ARTICLE 22. – EFFECT OF LAW**

**Section 1.** Should any part of this Agreement or any provision herein contained be rendered or declared by reason of any existing or subsequently enacted legislation or a decree of a court of competent jurisdiction, such invalidation of any such part or portion of this Agreement shall not invalidate the remaining portions herein and they shall remain in full force and effect.

The Company and the Union, within thirty (30) days of knowledge of such an occurrence shall meet to discuss the impact of such actions. If either party desires to negotiate a new provision regarding the affected portion, then that party may serve notice upon the other, in writing, of its desire to negotiate the provision of the Agreement affected by such legislation or court decree. The parties shall meet within thirty (30) days of presentation of the written notice to negotiate changes to the Agreement. Any modification or changes to this Agreement brought about by the above negotiations shall be in writing and signed by the parties hereto.

#### **ARTICLE 23. – SCOPE OF AGREEMENT**

Should the Company establish any new facilities that results in work or services presently performed under this Agreement being transferred, the Company agrees to consult with the Union and offer employees who are adversely affected job opportunities that may be available at the new facilities.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. On the sale, transfer or lease of any facility and/or equipment only the specific provisions of this Agreement, including supplements or other conditions shall prevail. The Company shall give notice of the existence of this Agreement to any purchaser, transferor, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notices shall be in writing with a copy to the Union at the same time the seller, transfer, or lessors execute a contract of transaction as herein described.

#### **ARTICLE 24. – NON-DISCRIMINATION**

**Section 1.** The Company and the Union agree to observe all applicable Federal and State laws regarding non-discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, disability, veteran status, age, gender identity/expression, sexual orientation, or preference, citizenship status, medical condition or sex.



**Section 2.** The use of personal pronouns of masculine gender is for grammatical purpose only, and the terms of the Agreement shall apply equally to persons of either sex.

#### **ARTICLE 25. – SAFETY AND EQUIPMENT**

**Section 1.** It is the intent of the Company to maintain safe and healthy conditions as is necessary to protect employees from injury. As part of regular operating procedures, the Company has instituted quarterly safety training. All employees are able to assist the Site Supervisor with the training including, but not limited to, suggesting topics to add to the training curriculum.

**Section 2.** The Company shall provide and supply all equipment for the work to be performed by the employees. To the extent where it is within the Company’s control, equipment will include ergonomic considerations.

#### **ARTICLE 26. – GENERAL PROVISIONS**

**Section 1.** The Company agrees that it will not discriminate against any employee because of his membership in the Union.

**Section 2.** Employees may wear approved IAMAW Union logos on their clothes.

**Section 3.** All Bargaining unit work in the facility will be performed by employees covered by this Agreement. The supervisor shall not perform any Bargaining Unit work except in case of instruction, coverage for lunches, and emergencies. This is not intended to take away work that is consistently performed by regular employees.

**Section 4.** The Union will be given notice of new or amended rules or policies and given an opportunity to meet and confer concerning said rules or policies.

**Section 5.** Bargaining unit employees on TDY assignment will be covered under the current Collective Bargaining Agreement as if working at USCIS, Santa Clara County, CA.

**Section 6.** Employees on TDY assignment will be paid in accordance with the Government Joint Travel Regulation (JTR). Travel receipts are required to ensure compliance with reimbursement procedures.

**Section 7.** A full-time employee is an employee who is regularly scheduled to work forty (40) hours per week. A part-time employee is an employee who is regularly scheduled to work twenty (20) hours per week.

**Section 8.** A Casual (“on-call”) employee is an employee who does not have a regular work schedule and who is called to work on an as-needed basis.

**Section 9.** Seniority Order. The following order shall prevail with regards to promotions and layoffs. Example: if there is an opening to full-time status, the most senior part-time employee shall be first considered. If there is a layoff of full-time employees, the first laid off will be the full-time employee with the lowest seniority. The Company will first offer a part-time position if there is a position available or allow the employee to bump the least senior part-time employee. If there is a layoff of part-time employees, the first laid off will be the part-time employee with the lowest seniority. Classification seniority shall apply.

**Section 10.** Lead Workers shall be chosen by the Company.

**ARTICLE 27. – MACHINISTS CUSTOM CHOICE WORKSITE BENEFITS PROGRAM**

**Section 1.** It is understood and agreed between the parties that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members of the bargaining unit will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year. The Company reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements.

**Section 2.** The Company will honor payroll deduction requests and remit deductions to the underwriting insurance Company designated by EBS on a schedule, which is mutually agreed to by the Company and EBS. The Union will defend, save, and hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution of this letter by the Company.

**Section 3.** The Company agrees to implement the provisions of this agreement as soon as possible after the administrative systems and financial requirements are worked out between the Company and EBS.

**Section 4.** The parties agree that the provisions of this agreement will be effective for the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.

**ARTICLE 28. – MNPL PAYROLL DEDUCTION**

**Section 1.** Any employee covered by this Agreement may authorize and the Company will withhold by payroll deduction, contributions for the Machinists Non-Partisan Political League (MNPL). The employee must execute a Company approved payroll deduction authorization for a weekly deduction in increments of fifty cents (50¢). The deductions, including a list showing the Local Lodge identification, employees' names and amounts deducted will be transmitted monthly to the Treasurer of the MNPL, care of the Union. There shall be no solicitation of employees for MNPL contributions in the facility during work hours by the Union, its representatives or by employees.

**ARTICLE 29. – GUIDE DOGS OF AMERICA PAYROLL DEDUCTION**

**Section 1.** Any employee covered by this Agreement may authorize and the Company will withhold by payroll deduction, contributions for the Guide Dogs of America (GDA). The employee must execute a Company approved payroll deduction authorization for a bi-weekly deduction in increments of fifty cents (50¢). The deductions, including a list showing the Local Lodge identification, employees' names and amounts deducted will be transmitted monthly to the GDA, care of the Union. The Union will defend, save, and hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of any such deductions, and any such deduction or related process made pursuant to this Article.

**ARTICLE 30. – SUBSTANCE ABUSE**

**Section 1.** The Company and the Union recognize the problems created by drug and alcohol abuse. Both parties have a commitment to protect people and property, and to provide a safe

working environment. Therefore, be it known by all, that the Company and the Union will neither condone nor tolerate the consumption, possession or distribution of alcohol, illegal drugs, or any other prohibited substance on or about the jobsite. Be it further known that the Company will not permit any employees on the jobsite who are under the influence of any of the above substances. Violators of this section are subject to progressive discipline up to and including termination.

**Section 2.** The Company has the right to require employees or prospective employees to submit to a test or tests for alcohol and/or illegal drugs on any or all of the following basis:

- a. Pre-employment testing;
- b. Post-accident testing;
- c. Reasonable suspicion testing; and/or
- d. When required by USCIS.

**Section 3.** Any and all drug and/or alcohol testing will be conducted pursuant to the Company's policies.

**Section 4.** Employee Assistance Program:

Professional counseling is available to employees and their eligible family members through an Employee Assistance Program (EAP). There is no waiting period, no need to enroll, no monthly premium for this benefit, and no out of pocket cost when the service is used. Terminated employees may continue to use this benefit at their own cost under COBRA.

Counseling sessions are provided by the EAP to help with the wide range of personal problems that employees and their family may encounter including:

- a. Marriage, family, or other relationships
- b. Alcohol and drug abuse
- c. Emotional or stress issues
- d. Legal Services
- e. Financial Services

The EAP is designed to help with short-term counseling needs. If it is determined that the situations will require more than the plan's covered sessions, the EAP will help coordinate an employee's needs under his or her selected medical plan.

All services are confidential and in accordance with professional ethics and federal and state laws. Use of the EAP is strictly voluntary.

Employees and eligible family members can call the EAP directly for confidential assistance with personal or work issues. Contact information and hours of customer service are described in the plan materials.

### **ARTICLE 31. – GOVERNMENT MANDATES**

The union acknowledges that the Company has entered into a contract with USCIS to provide services under specific terms and conditions, and the USCIS has broad discretion to direct the activities of the Company within the scope of the contract between the Company and the Government. In that regard, through Government mandates (only), USCIS may supersede any

understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, and any other operational issue, permissive under the National Labor Relations Act (NLRA). If the effects of such requirement(s) supersede an otherwise contractual right of either party, the parties will meet in a timely manner to meet and confer regarding such effect of the change and will provide written documentation of USCIS's actions or directions. Company and the Union will not violate State and Federal laws, nor use the laws to manipulate this agreement.

#### **ARTICLE 32. – DURATION**

Upon ratification, this Agreement will be in full force and effect February 14<sup>th</sup>, 2020 to and including March 1<sup>st</sup> 2022 and will continue from year to year thereafter unless written notice of desire to negotiated changes or revisions or terminate this Agreement is served by either party shall, no more than ninety (90) days and least sixty (60) days prior to anniversary date hereof, notify the other party of a desire to negotiate the current contract. The parties shall mutually agree to meet within fifteen (15) days after receipt of such notice for the purpose of negotiating a new agreement.

No agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by an employee, or group of employees with the Company, and in no case shall it be binding upon the parties hereto unless such Agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized representative this 14<sup>th</sup> day of February 2020.


Agreement by and Between


PAE Professional Services, LLC  
and  
The International Association of Machinists  
and  
Aerospace Workers, AFL-CIO  
District Lodge 725, Local Lodge 2228


Effective: February 14<sup>th</sup>, 2020

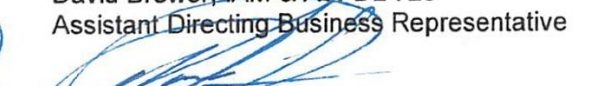
For  
PAE Professional Services, LLC  
USCIS  
Santa Clara, CA

For  
International Association of  
Machinists & Aerospace Workers  
District Lodge 725  
and Local Lodge 2228

  
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Amy E. Kehoe  
Manager, Labor Relations

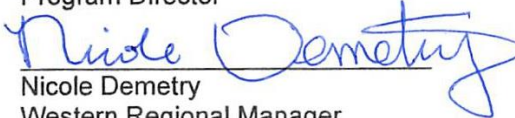
  
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Michael P. Redmond  
Sr. Manager, Labor Relations

  
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David Brewer, IAM & AW DL 725  
Assistant Directing Business Representative

  
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Kevin Lee IAM & AW DL 725  
Business Representative

  
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Heather Edwards  
Program Director

  
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Cecilia Vega, LL2228  
IAM & AW, Negotiator

  
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Nicole Demetry  
Western Regional Manager

  
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Tracy Katsaris  
Sr. Manager, Human Resources