

**COLLECTIVE BARGAINING  
AGREEMENT**

Between

**PAE PROFESSIONAL SERVICES, LLC**

And

**LOCAL 804  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS**

September 1, 2018 through August 31, 2021

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**ARTICLE 1**  
**RECOGNITION**

PAE Professional Services, LLC ("Company") recognizes the Union as the exclusive bargaining agent for all full-time, part-time, and on-call (casual) General Clerk I, General Clerk II (Biometrics Technician), and General Clerk III (Sr. Biometrics Technician) employees employed by the Company at its facility located in Brooklyn, New York, or at whatever address to which this Application Support Center ("ASC") site may be relocated, excluding guards and supervisors as defined in the National Labor Relations Act, as amended ("NLRA").

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

Except as limited by the provisions of this Agreement, the Company shall, in its sole discretion, have the exclusive right to carry out all of the ordinary and customary functions of management, including the direction of its working forces; planning, directing and controlling the operation of the work; to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs; to determine the number and locations of its operating facilities; to close any operating facility; to change any of its processes, equipment and operations; hiring employees; suspending, disciplining or discharging employees for just cause; determining how to organize or reorganize its operations; to determine hours of employment, days on which work shall be performed and the starting and quitting time of all work; to discontinue operations, combine or enlarge any department, division, or operation; to introduce new or improved equipment, methods and/or facilities; to furlough or permanently lay off employees; to determine work methods; to determine the duties of the workforce; to judge competency and establish credentials; to establish, maintain and enforce policies and procedures to ensure orderly and safe operations, and to unilaterally change such policies and procedures, provided that the Company is contemporaneously making such changes throughout the Company, and to bargain over the effects of such changes on the unit described above; to establish, maintain and enforce work rules, health and safety rules and other rules to provide for an efficient operation.

It is further understood that all existing policies and procedures of the Company which are not superseded by any provision of this Agreement shall remain in effect and shall carry over from one contract period to the next and need not be negotiated with the Union. Additionally, this provision shall survive the expiration of this collective bargaining agreement.

**ARTICLE 3**  
**PROBATIONARY PERIOD**

All new employees shall be probationary or temporary employees until their sixtieth (60th) calendar day of employment, at which time they acquire seniority status. Prior to the sixtieth (60th) calendar day of employment, a probationary employee may be summarily dismissed by the Company without challenge, but the Union may represent such temporary or probationary employees in the handling of grievances other than those relating to dismissal.

**ARTICLE 4**  
**SENIORITY AND WORK ASSIGNMENTS**

1. Seniority shall mean length of continuous service by a non-probationary employee from the employee's last date of hire in any job classification covered by this Agreement on either the government contract currently held by the Company and for which this collective bargaining agreement covers the employee, or a predecessor government contract.
2. Selection for furlough or permanent layoff shall be determined by seniority, provided that full-time employees shall not be furloughed or permanently laid off if part-time or on-call employees are still working.
3. The Company shall fill bargaining unit vacancies by first offering to promote the senior employee who applies for the position.
4. When an employee is assigned work of two or more classifications, the applicable wage rate for each classification will be applied to the time spent on each classification.
5. If there are any new job titles or classifications added to the ASC contract that would be covered by this Agreement, the Company shall be obligated to meet with the Union to negotiate wages and working conditions for those positions.

**ARTICLE 5**  
**TERMINATION OF SENIORITY**

Seniority shall terminate when:

- a. The employee voluntarily terminates his/her employment;
- b. The employee is discharged for just cause;
- c. The employee fails to return to work without good cause after a layoff within five (5) business days after being notified in writing to report to work, by certified mail return receipt requested addressed to his or her last known address. Employees shall furnish the telephone number and address to which they desire such notices to be directed.

**ARTICLE 6**  
**FULL-TIME/PART-TIME EMPLOYEES**

1. 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.
2. An 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.
3. Part-time and on-call employees shall be entitled under this Agreement to the same rights and privileges as full-time employees on a pro rata basis except as otherwise

noted in this Agreement or by separate agreement between the Company and the Union. Part-time and on-call employees shall earn fringe benefits on an hourly pro rata basis, including but not limited to, holiday or vacation pay.

### **ARTICLE 7** **NON-DISCRIMINATION**

The Company and the Union agree not to discriminate against any employee with respect to hiring, compensation, or terms or conditions of employment because of such employee's race, color, religion, gender, national origin, disability, sexual orientation, veteran status or age in violation of any federal, state or local law, or engage in any other discriminatory acts prohibited by law, nor will they limit, segregate or classify employees in any way to deprive any employee of employment opportunities because of race, color, religion, gender, national origin, disability, sexual orientation, veteran status or age in violation of any federal, state or local law, or engage in any other discriminatory acts prohibited by law.

### **ARTICLE 8** **NO HARASSMENT, INTIMIDATION OR COERCION**

The Company or the Union shall not in any way unlawfully harass, intimidate or coerce any employee in the performance of his or her duties.

### **ARTICLE 9** **HOURS OF WORK/OVERTIME AND COMPENSATION**

1. **Regular Workweek.** All full-time employees shall be scheduled to work a regular work week of forty (40) hours per week. However, the Company may furlough full-time employees in a minimum of one-week increments based upon work volume and operational needs. An employee may choose to use any available paid time off during any such periods. Regular work week hours for full-time employees are currently 7:45 a.m. to 4:15 p.m. A regular work week shall be Monday through Friday unless otherwise directed by USCIS.
2. **Starting Times.** The Company shall fix the starting times for all full-time employees which shall remain constant during a particular week, but which may be changed by no more than one hour from week to week.
3. **Hours.** Any scheduled full-time employee who reports to work but cannot work any hours due to the closure of the facility shall be paid four (4) hours of straight time pay. Any scheduled part-time or on-call employee who reports to work but cannot work any hours due to the closure of the facility shall be paid two (2) hours of straight time pay. Management will notify employees of facility closure no later than an hour and a half prior to their scheduled start times.
4. **Overtime.** Overtime will be assigned at the direction of the Company.

Overtime will be paid at one and one half (1½) times the regular hourly rate.

Should the Company determine that it needs to assign overtime, it shall first seek volunteers from full-time employees, and then part-time employees, beginning with the

most senior employee. When an employee (or employees) voluntarily agrees to work overtime, that person shall then go to the bottom of the list for purposes of seeking employees to voluntarily work overtime in the future. If the Company is unable to obtain any employees to voluntarily cover its overtime needs, the Company may mandate that an employee or employees work overtime. In such a case, the Company shall assign the least senior employee or employees to work the overtime. Those employees shall then go to the bottom of the list for purposes of mandating employees to work overtime in the future. The Shop Steward will assist when required by the Company in the equitable rotation of the employees for overtime purposes.

**ARTICLE 10**  
**MEAL PERIODS AND BREAKS**

1. All full-time employees shall receive a lunch break of forty (40) minutes, of which ten (10) minutes will be paid. No work shall be performed on lunch breaks.
2. All full-time employees shall receive two (2) paid ten (10) minute breaks, one to be taken before lunch and one after lunch. Employees shall take breaks pursuant to the schedule posted by the supervisor.
3. A part-time or on-call employee scheduled to work between four (4) to six (6) hours will receive one paid fifteen (15) minute break. In the event the part-time or on-call employee is requested to work beyond six (6) hours, the employee will have the option of taking an additional fifteen (15) minute paid break, or an unpaid thirty (30) minute lunch.

**ARTICLE 11**  
**VACATION**

1. Employees shall receive vacation pursuant to the Service Contract Act ("SCA"). In that regard, the following schedule shall apply to such vacation:

<u>Years of Seniority</u>	<u>Weeks of Vacation</u>
1 through 4 years	2 weeks
5 through 10 years	3 weeks
11 through 14 years	4 weeks
15 or more years	5 weeks

2. The Company shall credit employees with earned vacation once each year on the employee's SCA anniversary date, and enhancements to the current vacation schedule shall be effective as of the effective date of this Agreement.
3. The Company will grant vacation at the time most desired by the employee subject to workload requirements. Preference for taking vacation will be granted by seniority. Vacation pay for employees will be calculated at the employee's straight time hourly rate.

**ARTICLE 12**  
**HOLIDAYS**

1. The following national holidays, and any added national holidays, as observed by the federal government, shall be paid holidays:

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

Holiday pay shall be eight (8) hours per day for full-time employees, paid at their regularly hourly rate, and on a pro rata basis for part-time employees.

2. Effective the first pay week following October 1, 2018 and in the first pay week following January 1 of each subsequent year, full-time employees will receive eight (8) hours to be used as a floating holiday and part-time employees will receive four (4) hours to be used as a floating holiday.
3. Floating holiday will be taken in full workday increments.
4. Floating holidays do not carry over from year to year and are not payable upon termination for any reason. Floating holidays must be requested and approved by management one week in advance.
5. The Company will authorize the use of floating holiday at the time most desired by the employee, subject to workload requirements. Preference for taking a floating holiday will be granted by seniority. Floating holiday pay for employees will be calculated at the employee's straight time hourly rate.

**ARTICLE 13**  
**SICK/PERSONAL**

1. Effective the first pay week following October 1, 2018, full-time employees will be entitled to twenty-four (24) hours of paid sick/personal leave and part-time employees will be entitled to twelve (12) hours of paid sick/personal leave.
2. Effective the first pay week following January 1, 2019 and each subsequent year, full-time employees will be entitled to forty (40) hours of paid sick/personal leave and part-time employees will be entitled to twenty (20) hours of paid sick/personal leave.
3. Sick/personal leave hours do not carry over from year to year and are not payable upon termination of employment for any reason.
4. Employees may take sick/personal leave in one (1) hour increments.



5. Employees taking paid sick/personal leave must notify the Company as soon as possible prior to scheduled start time.
6. The parties agree that the benefits offered under this Agreement are comparable to those provided under the New York City Earned Safe and Sick Time Act and agree to waive compliance with the specific provisions of the Act.

**ARTICLE 14**  
**HOLIDAY OCCURRING DURING VACATION**

Holidays observed while an employee is on vacation will not be deducted from vacation time.

**ARTICLE 15**  
**VACATION PAY FOR TERMINATED EMPLOYEES**

An employee who leaves the employment of the Company for any reason, before using earned vacation pay, shall be paid any unused vacation time at the termination of his or her employment pursuant to the Service Contract Act.

**ARTICLE 16**  
**BULLETIN BOARDS**

The Company agrees to provide a bulletin board in a conspicuous place at its facility for postings by the Union.

**ARTICLE 17**  
**SUBSTANCE ABUSE**

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 and the Union 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 disciplinary action including immediate termination.
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 the following bases:
  - a. Pre-employment testing;
  - b. Post-accident testing;
  - c. Reasonable suspicion testing; and/or
  - d. When required by USCIS.
3. Any and all drug and/or alcohol testing will be conducted pursuant to the Company's policies.

**ARTICLE 18**  
**WORK BY NON-BARGAINING UNIT EMPLOYEES**

1. Employees outside the bargaining unit, including supervisors, shall not be permitted to perform work customarily performed by the employees covered by this Agreement, except in cases of excessive absences and operational emergencies, or if the skills are not available in sufficient quantities among bargaining unit employees.
2. There shall be no subcontracting or leasing out of bargaining unit work.
3. The Company shall make every reasonable effort to maintain a sufficient workforce to staff its operation with bargaining unit employees. Non-bargaining unit employees will not perform bargaining unit work until after all reasonable efforts have been exhausted to have work covered. In that regard, the Company agrees to contact all on-call employees to ascertain their availability to work, and to request that the government Immigration Security Officer (ISO) not allow walk-in applicants (meaning applicants without appointments) for the day, before utilizing non-bargaining unit employees to perform bargaining unit work.

**ARTICLE 19**  
**EQUIPMENT**

The Company shall provide and supply all equipment for the work to be performed by the employees.

**ARTICLE 20**  
**SANITARY AND SAFETY CONDITIONS**

The Company shall keep its premises in a clean and sanitary condition and make reasonable provisions for the safety and health of its employees.

**ARTICLE 21**  
**CREDIT UNION**

Upon written authorization from an employee, the Company will deduct specific amounts from the employee's paycheck for remittance to the credit union of the employee's choice. Such remittance shall take place on a bi-weekly basis, except that the Company shall not make deductions for those weeks during which the employee's earnings would be less than the amount authorized for deductions. The Union hereby agrees to indemnify and hold the Company harmless from any expense or liability that shall arise in connection with the Company's action in complying with this Article.

**ARTICLE 22**  
**D.R.I.V.E.**

The Company agrees to deduct from the paychecks of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Company of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The Company shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount

deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

**ARTICLE 23**  
**UNION SECURITY & DUES CHECK-OFF**

1. Union Security

After sixty (60) days of employment all employees shall be required to sign union authorization cards and pay the proper amount of initiation fees, dues and/or service fees as established by the Union as a condition of employment. In order to assist the Union in maintaining current and accurate membership records, the Company will furnish the names of new hires within thirty (30) calendar days of their hiring and provide accurate and current seniority lists when requested by the Union.

Employees who decline to join the union or discontinue their membership may be required, at a minimum, to pay a reduced service fee equivalent to their proportionate share of Union expenditures that are necessary to support solely representational activities in dealing with the Company on labor-management issues.

2. Dues Check-off

The Company will deduct from the employees' pay any back unpaid Union dues, initiation fees and/or service fees owed to the Union (provided such indebtedness for dues, initiation fees and/or service fees were incurred during employment with the Company), as well as currently monthly dues, initiation fees and/or service fees, from the paychecks of all employees who have signed proper legal authorization for such deductions and who are covered by the Agreement, on the last payday of the month proceeding the current month for which current Union dues, initiation fees and/or service fees are due to the Union. The Company further agrees to remit to the Secretary-Treasurer of the Union, within five (5) business days after the last check-off payday of the month, all Union dues, initiation fees, and/or service fees deducted from the paychecks of employees covered by this Agreement.

3. Indemnification

Upon timely demand received from the Company, the Union agrees to indemnify the Company against any loss or claim which may arise as a result of the Company's compliance with the Union security or check-off provisions.

**ARTICLE 24**  
**UNION REPRESENTATION**

1. Shop Stewards

- a. The Company recognizes the right of the Union to designate shop stewards and alternate shop stewards.
- b. The Authority of shop stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (i) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement; and
  - (ii) The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such message and information, if not reduced to writing, are of a routine nature.
  - (iii) Shop stewards and alternates have no authority to take strike action or any other action interrupting the Company's business, except as authorized by official action of the Union.
- c. Recognizing the importance of the role of the shop steward in resolving problems or disputes between the Company and its employees, the Company affirms its commitment to the active involvement of Union stewards in such processes in accordance with the terms of this Article.
- d. The shop steward or the designated alternate shall be permitted reasonable time to investigate, present and process grievances on the Company's property without interruption of the Company's operation. Upon reasonable notification to his/her supervisor, a steward shall be afforded the right to leave his/her work area for a reasonable period of time to investigate, present and process grievances and to represent a fellow employee concerning grievances or discipline, so long as such activity does not unreasonably interrupt the Company's operations. The Company shall make a reasonable effort to accommodate the steward to ensure that its operations are not interrupted by the steward's engaging in such activity. The Company shall not use interruption of its operations as a subterfuge for denying such rights to the steward. Stewards shall be compensated for all time spent during their working hours performing the functions described in this paragraph (d); provided, that the provisions contained in this Article shall be subject to such steward or stewards having a combined maximum bank of 45 paid hours per year within which to conduct such activities.
- e. The shop steward shall have super seniority as permitted by law.

**ARTICLE 25**  
**UNION INSPECTION PRIVILEGES**

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 the Company.
2. Further, the parties agree that the Union may provide the Company with a schedule of proposed Union visits to the Company's facility covering a six to 12-month period for bona fide business reasons, and the Company agrees to submit such a schedule to its client. Whether the client agrees to that schedule is within the discretion of the

client, and if it declines to do so, the Company shall not be obligated to comply with that schedule. Moreover, the schedule is also subject to prior approval by the Company. If the schedule or any date on the schedule 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.

#### **ARTICLE 26** **DEATH IN THE FAMILY**

In the case of death of an employee's immediate family member, the employee shall receive up to three (3) paid days off to make arrangements and/or attend the funeral or other mourning rite. Members of the employee's immediate family shall be defined as the employee's grandparents, parents, step-parents, spouse, spouse's parents or step-parents, domestic partner, domestic partner's parents or step-parents, sister, brother, sister-in-law, brother-in-law, children and grandchildren. Employees shall also receive one (1) paid day off to attend the funeral or mourning rite of extended family members. Extended family members shall be defined as uncles and aunts. For additional time off, an employee may use his/her paid leave time.

#### **ARTICLE 27** **JURY DUTY/LEGAL WITNESS**

Full-time or part-time employees will be paid by the Company if they are required to serve on a local, state or federal jury, including grand jury, or as legal witnesses in a proceeding involving the project or Company, and in which an individual employee is not a party. While they are serving on a jury or as legal witnesses on their scheduled day(s) of work, they will be paid their regular straight time earnings ("jury pay") by the Company. Such jury pay shall be eight (8) hours per day for full-time employees, and four (4) hours per day for part-time employees. In the event an employee is called for jury selection and not chosen, he/she will be expected to report for work following a release from the jury obligation on any day when time permits him/her to work at least four (4) hours.

#### **ARTICLE 28** **LEAVE OF ABSENCE**

1. The Company agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business, provided 48 hours written notice is given to the Company by the Union, specifying length of time off, and provided that the Company in its discretion is able to grant the request and still meet its business and operational obligations. The Company agrees it will not withhold approval unreasonably. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Company's operations due to lack of available employees.
2. Any employee desiring a leave of absence, other than a Union leave or as required by law, shall secure written permission from the Company, with notice to the Union. The maximum leave of absence shall be for up to ten weeks and may be extended for an

additional period of up to ten weeks upon further written permission from the Company.

**ARTICLE 29**  
**FAMILY AND MEDICAL LEAVE**

1. Leave pursuant to the federal Family and Medical Leave Act of 1993 will be granted pursuant to the Act and its implementing regulations.
2. The provisions of this Article shall not supersede any state or local law which provides for greater employee rights.

**ARTICLE 30**  
**MILITARY SERVICE LEAVE**

1. Military leave will be granted pursuant to the terms of the Uniformed Services Employment and Reemployment Rights Act, its implementing regulations, and any applicable state and/or local law.
2. Employees must present a copy of their orders and leave and earning statement to the Company as soon as the orders are received and follow the Company's leave of absences reporting procedures. In regard to any employee's annual two-week training requirement for National Guard duties, the Company will pay the difference between the military pay received by the employee and the employee's regular Company pay. For part-time employees, the computation for differential pay will be based upon their normal schedule.

**ARTICLE 31**  
**DISCIPLINE AND DISCHARGE**

1. The Company shall not suspend or discharge any employee without just cause.
2. The parties recognize the practice and desirability of corrective or progressive disciplinary procedures except where the infraction warrants immediate discharge.
3. This provision shall not apply if the Company removes the employee from working under the Company's contract with USCIS pursuant to a directive given by USCIS. The Union retains the right to challenge the appropriateness of the removal pursuant to the grievance procedure.
4. The parties agree that a written disciplinary notice will be removed from the employee personnel file, provided that the employee does not receive any other written discipline for one year from the date of any such disciplinary notice.

**ARTICLE 32**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

1. Definition of Grievance. A grievance is any dispute, question, or controversy concerning the meaning of a specific provision or application of this Agreement. A

grievance may be raised by an employee or the Union, and shall be subject to the following procedures:

2. Procedure

- a. Step One: Oral Notice to Supervisor. Not later than ten (10) working days after the event giving rise to the grievance, the employee must discuss the grievance with his or her immediate supervisor.
- b. Step Two: Written Grievance to Regional Manager. If the grievance is not settled at Step One within ten (10) working days of the initial discussion of the grievance with the supervisor, the employee must submit a written grievance within ten (10) working days of the discussion with the supervisor to his or her Regional Manager on a form agreed to by the Company and Union. The Regional Manager shall provide a written answer to the grievance within ten (10) working days after receipt of the grievance.
- c. Step Three: Written Grievance to Program Manager. If the grievance is not settled at Step Two, the employee, not later than ten (10) working days after he or she receives the Company's response to the Step Two grievance, may submit a written grievance to his or her Program Manager on a form agreed to by the Company and Union. The Program Manager shall provide a written answer to the grievance within ten (10) working days after receipt of the Step Three grievance.

All grievances presented at Steps Two and Three shall set forth the facts giving rise to the grievance, the provision(s) of the Agreement alleged to have been violated, the names of the aggrieved employee(s), and the remedy sought. All grievances at Steps Two and Three shall be signed and dated by the aggrieved employee. All written answers submitted by the Company shall be signed and dated by the appropriate representative and copies to be provided to the employee and shop steward.

3. Arbitration

- a. Procedure. Any grievance that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Company with written notice of its intent to appeal. The failure to appeal a grievance to arbitration within fifteen (15) working days after the written answer of the Program Manager in the final step of the applicable grievance procedure set forth in this Article shall constitute waiver of the right to appeal to arbitration, and the grievance procedure shall be final and binding on the aggrieved employee, the Company and the Union.
- b. Selection of Arbitrator. No later than ten (10) working days after the Union serves the Company with written notice of intent to appeal a grievance to arbitration, the Company and the Union shall jointly request that the AAA furnish to the Company and the Union a list of seven (7) qualified and impartial arbitrators. Within ten (10) working days after receipt of that list by the Company, the Company and the Union shall proceed to select the arbitrator by using the alternate strike method, unless either party finds all the arbitrators unacceptable. If either party finds all the

arbitrators unacceptable, a second list shall be requested from AAA and both parties shall be required to alternately strike names from this list until one arbitrator remains. The party to strike a name first shall be determined by a coin flip or other comparable method. The arbitrator so selected shall be advised of the selection within five (5) working days and shall be requested to give the parties dates upon which he or she will be available to hear the matter.

- c. Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator and his or her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Company. 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 written award of the arbitrator on the merits of any grievance adjudicated within his or her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Company. Any award of back compensation shall not predate the date of the grievance by more than ten (10) days of when the employee knew or should have known of the violation, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. Interest, punitive damages, attorney fees and/or front pay shall not be awarded by the arbitrator, except as provided in this Section. Any award of reinstatement (including back pay) shall be subject to USCIS permitting the employee to return to work. Should USCIS refuse to allow the employee to return to work, the employee shall be paid one week of pay per year of service, at the rate he or she earned at the time of his/her discharge, up to a maximum of twenty-six weeks of pay; provided, that those employees with fifteen or more years of service shall receive twenty-six weeks of pay at the rate they earned at the time of their discharge. Any monies awarded to part-time employees under this provision shall be pro-rated based upon their average weekly earnings over the six months prior to the termination of their employment.

If the government's decision in regard to an employee removal is rescinded or overturned, then the employee may be reinstated with applicable back pay and benefits as determined by the arbitrator if the Company and the Union cannot agree.

- d. Fees and Expenses of Arbitration. The fee of the AAA and the fees and expenses of the arbitrator shall be borne at the rate of 50% by the losing party and 50% by the prevailing party. Otherwise, each party shall bear its own expenses of arbitration. Any party filing a grievance that is denied in whole or in part (including the remedy requested) shall be deemed the losing party.

#### 4. Time Limitations

The time limitations set forth in this Article are of the essence to this Agreement. No grievance need be accepted by the Company unless it is submitted or appealed within the applicable time limits. If the grievance is not timely submitted at any step, it shall



be deemed waived. If the grievance is not timely appealed, it shall be deemed to have been settled in accordance with the response at the prior step. If the Company fails to answer within the time limits set forth in Section 2, the grievance shall automatically proceed to the next step. An extension of time may be granted at any step of this procedure if agreed to in writing by both parties. The failure of either party to respond to a request for an extension within three working days shall be considered to be an acceptance of that request.

**ARTICLE 33**  
**NO STRIKE/NO LOCKOUT**

There shall be no strikes or lockouts during the term of the Agreement.

**ARTICLE 34**  
**401(K) PLAN**

The Company shall continue to provide all full-time and part-time employees with the option of contributing to the Company 401(k) plan. An employee may elect to contribute up to the maximum allowable amount under federal law from his/her base earnings. The Company will match the employee's own contributions each pay period in an amount equal to fifty percent (50%) of the first eight percent (8%) of earnings.

**ARTICLE 35**  
**HEALTH AND WELFARE BENEFITS**

A. **Benefits**

1. The Company will pay employees \$4.41 an hour (subject to the rate increases set forth in Section 8 below) in addition to the employees' regular rate of pay, for the purpose of covering the cost of purchasing one or more of the Fringe Benefits.
2. Employees will make choices concerning which, if any, Fringe Benefits they wish to purchase during the Company's open enrollment period established for such a purpose.
3. The Company will deduct from the employee's paycheck the monthly premiums for any Fringe Benefit purchased by the employee. The employee will be entitled to retain the difference, if any, between the total hourly cost of such premiums and the hourly Health and Welfare Allowance paid to the employee by the Company for the purpose of purchasing the selected Fringe Benefits.
4. Full-time and part-time employees may participate in the Company sponsored benefit plans. The benefits and benefit levels available are described in the respective plan documents and annual enrollment materials. The Company maintains the right to pass on to employees improvements, modifications, changes, or premiums to these plans at any time. Any elimination contemplated to these plans will only be as a result of PAE, LLC no longer offering the specific plan. If and when these situations arise, the Company will notify the Union prior to taking such action. At no time will the Company pass on changes that will negatively impact employees' benefits or increase costs during the plan year.

5. Effective the first paycheck of 2019, the employees and the Company will share in the cost of elected medical coverage. The per pay period employee deduction will be as follows:

Plan Name	EE Only	EE + Spouse	EE + Child(ren)	Family
CIGNA HSA High	\$50.00	\$95.00	\$90.00	\$140.00
CIGNA HSA Low	\$20.00	\$47.00	\$45.00	\$70.00

Any increases to the cost of the medical plan in subsequent years following 2019 will be shared between the Company and the employee with the Company paying eighty percent (80%) of the increased cost and the employee paying twenty percent (20%) of the increased cost.

Employees may continue to elect dental and vision benefits. Employees pay full cost for these benefits.

6. Life and Disability. The Company will continue to provide basic life and accidental death and dismemberment insurance for employees in the amount of one (1) times base annual earnings with a minimum of \$80,000 and a maximum of \$150,000. During annual enrollment, employees may reduce the basic life insurance coverage to \$50,000 to avoid imputed income. Employees may purchase additional life insurance and accidental death and dismemberment insurance (AD&D) for themselves and their eligible dependents.

The Company will continue to provide short-term disability insurance at no cost to the employees. Employees may continue to purchase voluntary long-term disability insurance as outlined in the Summary Plan Description.

7. Employee Assistance Program. All employees in the bargaining unit will be provided with a Company-paid Employee Assistance Program.
8. Health and Welfare Hourly Fringe. Effective the first paycheck of 2019, if the combined Company cost per employee of all benefits and 401(k) matching contributions is less than the hourly health and welfare obligation of \$4.41 (to a maximum of forty (40) hours paid per week), the residual amount will be paid to the employee. This calculation shall continue to be completed on a one pay-period lag.

The health and welfare hourly fringe obligation will increase to the following amounts effective the first full pay period following the date indicated:

Current	4/1/2019	4/1/2020	4/1/2021
\$4.41	\$4.51	\$4.61	\$4.71

9. On-call (casual) employees. On-call (casual) employees are eligible only for Company-paid Employee Assistance Program and Health and Welfare hourly fringe as defined in Article 35, Section 8.

B. ACA Compliance

In the event that during the term of this Agreement, any healthcare option or coverage offered by the Company under this Agreement becomes insufficient or deficient pursuant to any federal, state or local health care legislation, or any other regulation then in effect requiring a modification of the options or coverage, the Company shall have the option to do any of the following: (1) correct any insufficiency or deficiency without impacting the contribution levels of employees; and/or (2) reopen this Agreement for bargaining on health and welfare issues only. In the event the Company seeks to reopen bargaining under this Agreement, it must do so with an effective date for the re-opener at least 60 but no more than 90 days prior to the effective date of the event giving rise to the re-opener. The parties shall honor all other provisions of this Agreement for the full term of this Agreement, including during any re-opener pursuant to this Article.

**ARTICLE 36**  
**WAGES**

The current job classifications are as follows:

- General Clerk I
- General Clerk II (Biometrics Technician)
- General Clerk III (I-90)
- General Clerk III (Sr. Biometrics Technician)

Base wage rates for these classifications will increase by the following percentages, effective the first full pay period following the date indicated:

Full-Time and Part-time				
		3.5%	2.5%	2.5%
Classification	Current Rate	4/1/2019	4/1/2020	4/1/2021
General Clerk I	\$16.36	\$16.93	\$17.36	\$17.79
General Clerk II	\$19.31	\$19.99	\$20.49	\$21.00
General Clerk III	\$20.78	\$21.51	\$22.04	\$22.60

On-Call				
		2.5%	2%	2%
Classification	Current Rate	4/1/2019	4/1/2020	4/1/2021
General Clerk I	\$16.36	\$16.77	\$17.10	\$17.45
General Clerk II	\$19.31	\$19.79	\$20.19	\$20.59
General Clerk III	\$20.78	\$21.30	\$21.73	\$22.16

**ARTICLE 37**  
**BONUSES**

The Company shall make available to all employees covered by this Agreement any bonus plan offered to similarly situated employees at other Application Support Centers that are managed by the Company on behalf of USCIS. Any such bonus plan shall be offered to

employees covered by this Agreement on terms and conditions at least as favorable as those offered to the similarly situated employees at any other ASC. Nothing in this provision, however, shall be construed to require the Company to offer any bonus plan to the employees covered by this Agreement or to employees at any other ASC.

**ARTICLE 38**  
**MAINTENANCE OF STANDARDS**

The Company agrees not to enter into any other agreement or contract, written or oral, with employees covered by this Agreement, either individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement or contract shall be null and void.

**ARTICLE 39**  
**SALE OR TRANSFER OF COMPANY**

In the event of sale or transfer of the Company, or all or substantially all of the Company's assets, either directly or indirectly, it is agreed that the Company shall give notice to the Union upon execution of the purchase and sale agreement, or its equivalent; or if by note, upon the reaching of agreement in principle to the sale or transfer.

**ARTICLE 40**  
**GOVERNMENT SUPREMACY**

- A. The Union acknowledges that Company has entered into a contract with USCIS to provide services under specific terms and conditions, and that USCIS has broad discretion to direct the activities of the Company within the scope of the contract. In that regard, USCIS may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, and any other operational issue, as USCIS deems to be in the interest of its overall operational objectives, and there shall be no recourse against the Company regarding such actions or their compliance with such directives. The Company will discuss any such changes or directives with the Union prior to their implementation, to the extent the Company is able to do so, and will provide written documentation of USCIS's actions or directions, unless such disclosure is expressly prohibited.
- B. Notwithstanding any provision of this Agreement, to the extent that USCIS requires compliance with specific procedures (e.g., security clearances, medical examinations, appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, the Company and Union will comply with those requirements, and the Union or employee shall have no recourse against the Company through the grievance and arbitration process, or otherwise. If the effect of such a requirement supersedes an otherwise contractual right of either party hereto, and a request by that party is made to the other within thirty (30) calendar days of the change, the parties will meet and confer regarding the effects of the change.
- C. Should USCIS withdraw credentials or certifications or request the removal of any bargaining unit employee from the contract, the Company will investigate the facts that resulted in USCIS's action. If the investigation facts warrant it, the Company will prepare a letter requesting reconsideration of the employee's removal and a copy of the letter will

be provided to the local Union President or his designee. As in Paragraph B above, the Union or the employee shall have no recourse against the Company's course of action through the grievance and arbitration process or otherwise.

**ARTICLE 41**  
**SCOPE OF AGREEMENT**

1. Duration. This Agreement shall become effective September 1, 2018 and shall continue in full force and effect through midnight of August 31, 2021. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by either party at least sixty (60) days prior to the termination date.
  
2. Waiver of Bargaining Rights and Amendment to Agreement. During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or Union at the time this Agreement was negotiated or executed.

This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, after exercise of the right and opportunity referred to in the first sentence of this section, and finally determines all matters of collective bargaining for its term. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both Company and Union. Therefore, this Agreement constitutes the full and complete understanding between the Company and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement, and further that all prior past practices between the Company and the Union, and/or any predecessor to the Company and the Union, are not applicable to the parties.

Local 804,  
International Brotherhood of  
Teamsters

PAE Professional Services, LLC

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_