LSC

Legal Services Corporation
America's Partner For Equal Justice

BOARD OF DIRECTORS

RESOLUTION

APPROVING COLLECTIVE BARGAINING AGREEMENT AND REVISED FY 2015 CONSOLIDATED OPERATING BUDGET

WHEREAS, the Management of the Legal Services Corporation ("LSC Management") and the International Federation of Professional and Technical Engineers, Local 135, have negotiated the attached Collective Bargaining Agreement (the "Agreement");

WHEREAS, LSC Management has briefed the Board of Directors ("Board") regarding the Agreement and recommended that the Board approve the Agreement and authorize the release of $1,475,000 from Fiscal Year 2015 from LSC's Management and Grants Oversight ("MGO") Contingency Funds to the MGO Operating Budget for funding the salary and benefits increases;

WHEREAS, the Board has had an opportunity to consider the Agreement;

NOW THEREFORE BE IT RESOLVED THAT, the Board approves the Collective Bargaining Agreement and the release of MGO Contingency Funds to the MGO Operating Funds.

Adopted by the Board of Directors
On October 19, 2015

John G. Levi
Chairman

Attest:

Ronald S. Flagg
Vice President for Legal Affairs,
General Counsel, and
Corporate Secretary

Resolution #2015-013

Collective Bargaining Agreement

by and between

Legal Services Corporation

and

International Federation of Professional and Technical Engineers, Local 135

LSC-IFPTE Local 135 Collective Bargaining Agreement

The Legal Services Corporation (LSC) and the International Federation of Professional and Technical Engineers, Local 135 ("the Union"), enter into this Collective Bargaining Agreement to promote the mutual interests of LSC and its employees; to support and advance the Corporation's mission and its work with grantees, funders, and equal justice partners; and to memorialize agreements on rates of pay, benefits, and other terms and conditions of employment.

Table of Contents

ARTICLE I. LABOR-MANAGEMENT COMMITTEE 6

SECTION 1.01 PURPOSE. 6
SECTION 1.02 ADMINISTRATION. 6
SECTION 1.03 LMC AGENDA: 6
SECTION 1.04 COMMUNICATIONS BETWEEN LMC MEETINGS. 6
SECTION 1.05 FROM MANAGEMENT TO THE UNION. 6
SECTION 1.06 FROM THE UNION TO MANAGEMENT. 6

ARTICLE II. MANAGEMENT RIGHTS. 6

SECTION 2.01 GENERALLY 6
SECTION 2.02 NO OBLIGATION TO BARGAIN. 7

ARTICLE III. UNION SECURITY AND RIGHTS 7

SECTION 3.01 UNION RECOGNITION. 7
SECTION 3.02 AGENCY SHOP 8
SECTION 3.03 DUES COLLECTION. 8
SECTION 3.04 OFFICIAL TIME. 8
SECTION 3.05 REQUESTS FOR INFORMATION. 9
SECTION 3.06 OFFICE SPACE AND SUPPLIES. 9

ARTICLE IV. GRIEVANCE PROCEDURE 10

SECTION 4.01 DEFINITION. 10
SECTION 4.02 INITIATION. 10
SECTION 4.03 DEADLINES. 10
SECTION 4.04 REPRESENTATION. 10
SECTION 4.05 PROCEDURE. 10
SECTION 4.06 GRIEVANCES AGAINST THE OHR DIRECTOR OR LSC PRESIDENT. 13
SECTION 4.07 MANAGEMENT GRIEVANCES AGAINST THE UNION. 13
SECTION 4.08 CANCELLATION OF GRIEVANCE. 13

ARTICLE V. HIRING, RECRUITMENT, AND EMPLOYMENT STATUS 14

SECTION 5.01 STANDARD APPLICATION FORM. 14
SECTION 5.02 INTERVIEW PROCESS. 14
SECTION 5.03 INTERNAL CANDIDATES. 14
SECTION 5.04 BACKGROUND CHECKS. 14
SECTION 5.05 POSITION DESCRIPTIONS. 14
SECTION 5.06 REVIEW AND REVISION OF EXISTING POSITION DESCRIPTIONS. 15
SECTION 5.07 EXEMPT AND NON-EXEMPT EMPLOYEES. 15
SECTION 5.08 CHANGE OF EMPLOYMENT STATUS TO PART-TIME. 16

SECTION 5.09 DEVELOPMENT OF NEW COVERED POSITIONS. 16
SECTION 5.10 TEMPORARY EMPLOYEES. 17

ARTICLE VI. COMPENSATION AND BENEFITS 18

SECTION 6.01 SALARY SCHEDULE AND STEP INCREASES 18
SECTION 6.02 INITIAL STEP PLACEMENT 18
SECTION 6.03 ELIGIBILITY FOR A STEP INCREASE 19
SECTION 6.04 STEP PROMOTIONS 20
SECTION 6.05 COST OF LIVING ADJUSTMENTS (COLA) 20
SECTION 6.06 PERFORMANCE MANAGEMENT BONUSES 21
SECTION 6.07 ONE-TIME PAYMENTS 21
SECTION 6.08 OVERTIME PAY 21
SECTION 6.09 COMPENSATORY TIME 22
SECTION 6.10 LSC 403(B) THRIFT PLAN 22
SECTION 6.11 MATERNITY/PATERNITY LEAVE BENEFITS 23
SECTION 6.12 PROFESSIONAL LICENSE BENEFIT 23
SECTION 6.13 CONTINUING LEGAL EDUCATION (CLE) CREDITS 23
SECTION 6.14 ADDITIONAL TRANSPORTATION BENEFIT 23
SECTION 6.15 TRAVEL TIME 23
SECTION 6.16 HOLIDAYS 24
SECTION 6.17 OTHER BENEFITS 24
SECTION 6.18 COMPENSATION AND BENEFITS DEPENDENT UPON ANNUAL APPROPRIATIONS 24

ARTICLE VII. ATTENDANCE 24

SECTION 7.01 GENERAL POLICY 24
SECTION 7.02 LATE ARRIVALS 25
SECTION 7.03 UNEXPECTED ABSENCES 25
SECTION 7.04 CONSECUTIVE ABSENCES WITHOUT NOTICE: RESIGNATION 25
SECTION 7.05 ALTERNATIVE WORK SCHEDULES 25

ARTICLE VIII. PROPERTY AND SERVICES 29

SECTION 8.01 OFFICE DÉCOR 29
SECTION 8.02 DEVICES, SERVICES AND SYSTEMS 29
SECTION 8.03 TYPES OF ELECTRONIC DEVICES, SERVICES, AND SYSTEMS OFFERED BY LSC 30
SECTION 8.04 ELIGIBILITY FOR ELECTRONIC DEVICES AND SYSTEMS 31
SECTION 8.05 PROCEDURES FOR REQUESTING ELECTRONIC DEVICES OR SERVICES 32
SECTION 8.06 PERMISSIBLE USE OF ELECTRONIC DEVICES, SERVICES AND SYSTEMS 32
SECTION 8.07 NO EXPECTATION OF PRIVACY 33
SECTION 8.08 PROPER CARE OF ELECTRONIC DEVICES 33
SECTION 8.09 EMPLOYEE OBLIGATIONS WHEN USING ELECTRONIC DEVICES 34
SECTION 8.10 LSC SECURITY MEASURES 34
SECTION 8.11 PERSONAL DATA, CORPORATION DATA, FOIA, AND CONGRESSIONAL INQUIRIES 35

ARTICLE IX. OUTSIDE EMPLOYMENT 35

SECTION 9.01 POLICY 35
SECTION 9.02 APPROVAL PROCESS 35
SECTION 9.03 WITHDRAWING PRIOR APPROVAL 36
SECTION 9.04 IDENTIFYING OUTSIDE EMPLOYMENT ON LSC JOB APPLICATION 36
SECTION 9.05 NOTICE OF CHANGES IN OUTSIDE EMPLOYMENT 37

ARTICLE X. LEAVE 37

SECTION 10.01 GENERAL POLICY 37
SECTION 10.02 ADVANCE WRITTEN NOTICE REQUIRED 37

SECTION 10.03 UNEXPECTED ABSENCES AND LEAVE DESIGNATIONS. 37
SECTION 10.04 PROCEDURES AND CRITERIA FOR APPROVING LEAVE REQUESTS. 37
SECTION 10.05 USE OR LOSE LEAVE. 38
SECTION 10.06 LEAVE WITHOUT PAY (LWOP). 38
SECTION 10.07 VACATION LEAVE. 39
SECTION 10.08 SICK LEAVE. 39
SECTION 10.09 SHARED LEAVE. 40
SECTION 10.10 OTHER LEAVE BENEFITS. 42

ARTICLE XI. PERFORMANCE MANAGEMENT 42

SECTION 11.01 PURPOSE AND OBJECTIVES OF LSC'S PERFORMANCE MANAGEMENT PROCESS. 42
SECTION 11.02 ASSESSMENT PROCESS. 42
SECTION 11.03 TRAINING. 43
SECTION 11.04 PERFORMANCE PLANS. 43
SECTION 11.05 SIX-MONTH CHECK-IN. 43
SECTION 11.06 SELF-ASSESSMENT. 44
SECTION 11.07 COLLEAGUE FEEDBACK. 44
SECTION 11.08 ANNUAL ASSESSMENT. 44
SECTION 11.09 MANAGER REVIEW. 45
SECTION 11.10 RATINGS. 45
SECTION 11.11 REVIEW OF ASSESSMENT PROCESS. 45
SECTION 11.12 NEW EMPLOYEE REVIEW. 45
SECTION 11.13 PERFORMANCE PAY. 46
SECTION 11.14 CONSEQUENCES OF INADEQUATE PERFORMANCE. 46
SECTION 11.15 PERFORMANCE MANAGEMENT SYSTEM ADMINISTRATION. 46

ARTICLE XII. EMPLOYEE DEVELOPMENT 46

SECTION 12.01 GENERAL POLICY. 46
SECTION 12.02 ADMINISTRATION. 46

ARTICLE XIII. DISCIPLINE AND DISCHARGE 47

SECTION 13.01 POTENTIAL DISCIPLINARY ACTIONS. 47
SECTION 13.02 DISCIPLINE OR DISCHARGE FOR 'JUST CAUSE' ONLY. 47
SECTION 13.03 DISCIPLINARY DETERMINATIONS. 47
SECTION 13.04 DISCIPLINARY ACTION NOTICES. 48
SECTION 13.05 GRIEVING DISCIPLINARY DECISIONS. 48
SECTION 13.06 NO WAIVER. 48
SECTION 13.07 OLD DISCIPLINARY ACTIONS NOT PRECEDENTIAL. 49

ARTICLE XIV. REDUCTIONS-IN-FORCE AND RECALL RIGHTS 49

SECTION 14.01 GENERAL PROVISIONS. 49
SECTION 14.02 DEFINITION. 49
SECTION 14.03 NOTIFICATION OF RIF TO UNION AND AFFECTED EMPLOYEE. 49
SECTION 14.04 MANAGEMENT AUTHORITY AND BARGAINING OBLIGATIONS. 50
SECTION 14.05 SELECTING EMPLOYEES FOR RIF. 50
SECTION 14.06 BENEFITS FOR EMPLOYEES SUBJECT TO RIF. 51
SECTION 14.07 RECALL RIGHTS. 52

ARTICLE XV. PERSONNEL RECORDS 53

SECTION 15.01 OFFICIAL PERSONNEL FILE. 53
SECTION 15.02 HUMAN RESOURCES WORKING FILES. 53
SECTION 15.03 MANAGER WORKING FILES. 53
SECTION 15.04 OPF SECURITY AND CONFIDENTIALITY. 53

SECTION 15.05 EMPLOYEE ACCESS TO OPF. 54

ARTICLE XVI. LSC OFFICE PROCEDURES PORTAL 54

SECTION 16.01 LSC OFFICE PROCEDURES PORTAL. 54
SECTION 16.02 MAINTENANCE AND CHANGES - EMPLOYEE HANDBOOK OR ADMINISTRATIVE MANUAL. 54
SECTION 16.03 MAINTENANCE AND CHANGES - OFFICE AND PROJECT MANUALS. 54
SECTION 16.04 NOTICE TO STAFF OF CHANGES TO LSC DOCUMENTS. 55
SECTION 16.05 UNMODIFIED POLICIES REMAIN IN EFFECT. 55

ARTICLE XVII NO STRIKES OR LOCKOUTS 55

SECTION 17.01 NO STRIKES. 55
SECTION 17.02 NO LOCKOUTS. 56

ARTICLE XVIII. GENERAL PROVISIONS 56

SECTION 18.01 SURVIVAL CLAUSE 56
SECTION 18.02 NO WAIVER CLAUSE. 56
SECTION 18.03 INTEGRATION CLAUSE 56

ARTICLE XIX. CONTRACT TERM AND SCOPE. 56

SECTION 19.01 TERM. 56
SECTION 19.02 APPLIES ONLY TO COVERED EMPLOYEES. 56

Article I. Labor-Management Committee

Section 1.01 Purpose.

A Labor-Management Committee (LMC) has been created to promote effective labor-management relations, including open communication, collaboration, transparency, and joint problem-solving. The LMC will consider and seek to informally resolve workplace concerns arising during the contract term.

Section 1.02 Administration.

The LMC will consist of two members of management and three members of the Union. The LMC will continue to be scheduled on Thursday mornings unless the parties agree to cancel because of a scheduling conflict or the unavailability of the primary participants, or because of lack of subject matter requiring discussion. Written notes of each meeting may be prepared and agreed upon by the Union and management.

Section 1.03 LMC Agenda.

The parties' proposed agenda items and, when appropriate, the names of additional individuals that either side may elect to attend the meeting, will be exchanged on Tuesday. Emerging issues, however, may be exchanged after this deadline with as much notice as practicable. The list should contain a brief explanation of the item with sufficient detail to alert the other party to the nature of the issue.

Section 1.04 Communications between LMC Meetings.

In the event that time-sensitive issues arise between LMC meetings, the parties will raise them as follows:

Section 1.05 From Management to the Union.

In the event an issue emerges that must be addressed prior to the next regularly scheduled LMC meeting, LSC management will send an email to the IFPTE Local 135 President and copy all the other board members. The email should describe the new issue in sufficient detail to inform the Union of all material facts known to management that the Union may need in order to determine an appropriate course of action. Management will provide a timeframe within which a response is needed. The Union will use its best efforts to respond to management within the timeframe requested.

Section 1.06 From the Union to Management.

The Union may contact the Director of Human Resources, or if unavailable, her designee, by whatever means it determines appropriate (e.g. email, telephone, pre-scheduled meeting, or stopping by their offices). Management will use its best efforts to respond to the Union within the timeframe requested.

Article II. Management Rights.

Section 2.01 Generally.

All management functions, rights, and responsibilities that LSC has not modified or restricted either by a specific provision of this Agreement, or by a provision of the Employee Handbook

negotiated by the parties, are reserved and vested exclusively in LSC. Nothing in this article will preclude the parties from mutually agreeing, in writing, to negotiate proposed material changes to terms or conditions of employment. If a specific provision of this Agreement covers a matter that is mentioned only generally in the functions, rights, and responsibilities enumerated at (a)-(n) below, the specific provision will govern to the extent of the matter covered, but it will not govern the subject generally. Any matters relating to subjects that are not specifically covered in this Agreement are reserved for management, including, without limitation, the right to:

- **a.** hire, evaluate, promote, demote, suspend, discipline, transfer, lay off, recall or discharge;
- **b.** determine standards for the quality and quantity of work to be performed;
- **c.** relieve employees from duty because of lack of work or other proper reasons;
- **d.** make or change LSC budgets, rules, regulations, policies and practices pertaining to the operation of LSC and permissible conduct of employees;
- **e.** schedule operations and all hours of work;
- **f.** assign, direct, designate and schedule duties including overtime work;
- **g.** determine appropriate staffing levels, including deciding whether to fill vacant positions;
- **h.** select tools, equipment and materials to be used and to control all LSC property;
- **i.** install or remove equipment or make technological improvement;
- **j.** plan, control, direct, form, discontinue, consolidate or reorganize any department or offices;
- **k.** create or abolish positions;
- **l.** transfer work and to contract out all or any portion of the work now or hereafter done by the employees;
- **m.** promulgate, modify, distribute and enforce reasonable rules of employee conduct and manuals of operating procedures; and
- **n.** generally manage LSC to attain and maintain full operating efficiency and optimum performance, including taking whatever actions may be necessary to carry out LSC's mission during emergencies.

Section 2.02 No Obligation to Bargain.

The exercise of any enumerated or reserved management functions, rights, or responsibilities will not be the subject of negotiation during the term of this Agreement, either with respect to the decision or its effects.

Article III. Union Security and Rights

Section 3.01 Union Recognition.

The International Federation of Professionals and Technical Engineers, Local 135, is the exclusive representative for, and is entitled to act on behalf of, all employees identified in the September 25, 2009 Certification of Recognition (Unit 1) and the Recognition Agreement entered by the parties on May 18, 2010 (Unit 2). The parties agree that any new full-time positions created by LSC, excepting those who qualify as managers, supervisors, and confidential employees, will be included in the bargaining units. Part-time and temporary employees, independent contractors, interns, fellows and volunteers are expressly excluded from the bargaining units.

Section 3.02 Agency Shop.

The Union recognizes the importance of allowing employees in covered positions flexibility in defining their union membership.

In accordance with District of Columbia law, employees in covered positions may join the Union and pay full membership dues or, if they have a conscientious objection to joining the union, may choose not to join and pay an administrative fee equal to 85% of the full membership dues. Additionally, any employee who demonstrates a religious-based objection to joining or financially supporting labor organizations will not be required to join or financially support the Union as a condition of employment; provided, however, that such employee will, as a condition of his or her employment, in lieu of the payment of periodic dues to the Union, pay sums equal to such dues to any charitable fund which is exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.

It is a condition of employment that within thirty (30) days of the effective date of this Agreement for current employees, and within thirty (30) days of hire for those hired on or after the Agreement effective date, employees in covered positions will elect their membership status.

Section 3.03 Dues Collection.

Upon ratification of the Agreement, all individuals in covered positions, barring those who have a religious or conscientious objection to membership, will automatically be enrolled in the Union and subject to automatic semi-monthly payroll deduction at the dues level. OFAS will collect Union dues at the appropriate percentage (100% for those who have not opted out, 85% for those who have properly certified a conscientious objection, and 0% for those who have opted out for religious reasons and who demonstrate the alternative payments required in section 3.2) for all employees in a covered position starting on the first full pay period following ratification of the Agreement, provided that ratification occurs no later than seven (7) calendar days before the end of the preceding pay period. Dues deductions will not be retroactive. OFAS will remit the deductions to the Union, at an address of the Union's choosing, within seven (7) calendar days after the pay day on which the deductions are made. Each pay period, OFAS will provide the Union with a record of each such deduction, showing the amount thereof and the employee from whose wages such deduction was made.

LSC is administering dues collection free-of-cost as a convenience to the Union. Accordingly, dues collection disputes are subject to grievance but not arbitration.

Section 3.04 Official Time.

The parties recognize the importance of the work of LSC, and further recognize the importance of resolving work-related employee issues as expeditiously as possible to minimize work disruptions. The Union agrees to provide timely written notice to LSC of all employees designated as union officers, LMC member, and stewards. The total amount of official time that may be used by union representative in the discharge of their duties will be as follows:

- Officers may spend up to one hour per week to attend Union Board meetings. This time does not roll over.
- LMC members may spend the actual time needed to attend LMC meetings.

- A pool of 520 hours a year will be allotted to board members and Union-designated members collectively for the purposes of conducting Union-related business. A maximum of 50 hours can be rolled over from year to year.
- A pool of 520 hours a year will be allotted to Union Stewards collectively for the purpose of counseling member employees, conducting research relevant to issues raised by member employees and preparing for grievances. A maximum of 50 hours can be rolled over from year to year.
- Anyone who is required to participate in a grievance or arbitration proceeding will be granted official time to do so.
- Union members are allotted up to three hours annually to attend membership meetings.

Absent exigent circumstances, Union representatives will make a request for official time in advance to the manager responsible for signing his or her time and attendance records, including a best estimate of how much time he or she will spend on official time and the general nature of the activities involved. LSC will approve the requested time absent substantial interference with business needs. Managers will, as possible and necessary, make adjustments to the timelines and deadlines governing the work of a union officer, LMC member, or steward to facilitate the fulfillment of legitimate Union duties in order to meet their need.

Official time may not be used for the following types of activities:

- Matters pertaining to internal management of the Union
- Soliciting members
- Collecting dues or assessments
- Campaigning for Union office
- Distributing or posting Union literature, notices, and authorization cards

The official time used for Union business will be logged into LSC's time management system.

Section 3.05 Requests for Information.

The Union has the right to request information necessary for it to fulfill its representative duties. The parties agree that information requests should be authorized by law, as focused as possible, relevant to the issue at hand, and manageable by the office to which the request is made. The parties recognize that ongoing, open communication between the parties is critical to ensuring the timely and adequate production of information and agree to work collaboratively to resolve any disputes. Time-sensitive requests will be responded to as expeditiously as possible. The Union will keep all personal or sensitive information received from LSC confidential.

Section 3.06 Office Space and Supplies.

LSC has provided an office to the Union free of charge, and will continue to do so during the term of this Agreement. The Union may reserve LSC conference rooms for meetings, and will have the ability to use LSC's audiovisual equipment (laptops/projectors) for conference room meetings, as available. The Union understands that LSC Board meetings and LSC-wide events take precedence over Union space needs. LSC has provided office furniture to the Union and will continue to do so as long as LSC does not have a legitimate future need for it.

LSC has equipped the Union office with a telephone with local calling service, the cost of which will be borne by LSC. Currently LSC does not pay long distance charges but, should that calling plan change, the Union will be responsible for reimbursing LSC for any long-distance calls made.

LSC also has provided the Union with a desktop and a laptop computer. The Union will provide its own printer. The Union office is wired for internet access, but is not included in LSC's domain or network. The Union will bear the responsibility and any costs attendant in setting up its computer. The Union will not have an lsc.gov email address, or be connected to Worksite or any successor data management system. The Union will provide management with an inventory of its personal property and will update the inventory as necessary.

The Union will purchase its own office supplies and will have access to LSC print shop services, but will reimburse LSC for any and all services and materials used.

Article IV. Grievance Procedure

LSC and the Union share a mutual interest in having an effective system of employee relations. The parties encourage employees to settle disputes informally through open communication with their managers and colleagues whenever possible. Such discussions should be held with a view of settling the dispute in a satisfactory manner without need for recourse pursuant to this article.

Section 4.01 Definition.

A grievance is a dispute concerning the application or interpretation of a specific provision of this Agreement

Section 4.02 Initiation.

As outlined below, only the Union may initiate a grievance on behalf of employees under this Article. This provision will not diminish any employee's rights under the grievance procedure set forth in the LSC Employee Handbook. When filing a grievance on behalf of an employee, the Union must secure the permission of the employee before presenting the grievance, as evidenced by the employee's signature on the LSC Grievance Form. Employees in their first year of employment are considered "new employees" who may be discharged for performance-related reasons without recourse to the grievance and arbitration procedures below. The Union can recognize and defend non-performance-based grievances on behalf of new employees, but the grievances will not be submitted to arbitration.

Section 4.03 Deadlines.

LSC and the Union may mutually agree in writing to extend any deadline set out in the grievance process, provided that any such request is made before the deadline has passed. Any agreement to extend a deadline or to permit an untimely grievance will not be precedential. The parties may mutually agree to adjust deadlines to account for any time needed by LSC to process an information request under section 5 above.

Section 4.04 Representation.

Each party may have up to two representatives of their choosing present during any grievance-related meeting, but recognizes that, consistent with the informality desired at the Pre-Grievance meeting, it is beneficial to limit the number of representatives to one.

Section 4.05 Procedure.

The grievance procedure is as follows:

Pre-Grievance Meeting. Before a grievance may be filed, within ten (10) business days of the occurrence of the grievable action, or of the date on which the grievant learned of the action when earlier discovery was not possible through no fault of the grievant, the Union must request, in writing, a "Pre-Grievance Meeting" with the management official who took the action. An email is an acceptable means of requesting this meeting.

At the Pre-Grievance Meeting, the grievant and management official who took the action will informally discuss the matter, and the management official will attempt to satisfactorily resolve the matter, including issuing the written documentation of the outcome, within ten (10) business days of receipt of the request for a meeting. Prior to resolving any matter, the management official will consult with the Human Capital Manager (HCM) or Benefits Manager on their proposed resolution for grievances involving specific employees. Any settlements or resolutions at this phase are not precedential. If a settlement is reached, the management official will reduce it to a writing that will be signed by the parties. If no settlement is reached, the management official will issue a written decision. The Union will receive a copy of the written decision. If the written decision is unsatisfactory to the Union, the Union may initiate the grievance process.

Step One.

Within seven (7) calendar days of receipt of the decision from the Pre-Grievance Meeting, the Union may submit a written grievance to the Director of the Office of Human Relations (OHR). The Union must submit the written grievance on the LSC Grievance Form. If the Union fails to do so, the grievance will be deemed settled in accordance with the Office Head's/management official's Pre-Grievance disposition.

The Grievance Form must include the following:

- date of the filing;
- name(s) of the employee(s) involved, if applicable;
- date on which the alleged violation occurred;
- a short and plain statement of the facts giving rise to the grievance;
- any available supporting documentation;
- the names and contact information of any witnesses;
- a reference to the provision of the Agreement or LSC policy alleged to have been violated;
- the relief requested;
- signature of the employee, if applicable; and
- signature of an authorized union representative.

If the Grievance Form is incomplete, the OHR Director, or his or her designee, will request that the Union resubmit the Grievance Form providing the missing information. If the Union fails to provide the necessary information within five (5) business days of the request for resubmission, the OHR Director will issue a written decision voiding the grievance. The Union is then barred from resubmitting the same grievance.

During the ten (10) business days immediately following the OHR Director's receipt of a complete Grievance Form, the OHR Director will review any documentation identified in the Grievance Form, will interview any witnesses or direct his or her designee to interview any witnesses and to provide a written summary of such interviews to the OHR Director, and will

work with the Union to resolve the grievance. If a settlement is reached, the OHR Director will reduce it to a writing that will be signed by the parties. If no settlement is reached, the OHR Director will issue a written decision. If the decision is unsatisfactory to the Union, the Union may move to Step Two of the grievance process.

Step Two.

Within seven (7) calendar days of the Union's receipt of the Step One decision, the Union may submit a written appeal of the Step One decision to the LSC President, or his or her designee. If the Union does not appeal the grievance to Step Two within seven (7) calendar days of receipt of the Step One decision, the grievance will be deemed settled in accordance with the OHR Director's Step One disposition. The Union's appeal must articulate why the Step One decision is in error. The LSC President, or his or her designee, will review the written documentation submitted at Step One and may, in his or her discretion, meet with the Union and interview any witnesses who participated at Step One. The LSC President will issue a written decision within ten (10) business days of receipt of the appeal.

Step Three.

If the Union is displeased with the Step Two decision, the Union may, within fifteen (15) days of receipt of the Step Two decision, submit a demand for arbitration. If the Union does not timely submit a demand for arbitration, the grievance will be deemed settled in accordance with the LSC President's Step Two disposition.

(1) The written demand for arbitration must be submitted online to the FMCS, with copies of the demand simultaneously sent to the LSC General Counsel and the OHR Director.

(2) The question in dispute, jointly stipulated to if possible, will then be submitted to an arbitrator selected by the parties from a panel of seven candidates proposed by the FMCS, in accordance with its rules. The Union will strike the first name, with the parties alternating strikes thereafter until one name remains. The remaining arbitrator will be the arbitrator for the matter. The process for selecting the arbitrator must be initiated within five (5) business days of receipt of the panel from FMCS. Each party will have one business day to make each strike from the arbitration panel.

(3) The arbitrator has the right to rule on any grievance within the scope question in dispute submitted to arbitration as long as the grievance is filed and processed within the time limits of this provision, unless the time limits have been expressly extended or waived in writing by LSC and the Union.

(4) The arbitrator will conduct a hearing at which both parties are given the opportunity to present evidence and to examine and cross-examine witnesses. The scope of the arbitrator's review will be limited to the issues, documents, and witnesses presented in Steps One and Two. The arbitrator will be bound by and must comply with all of the terms of the Agreement. The arbitrator will have no power to delete, add to, or modify in any way any of the provisions of this Agreement, the LSC Administrative Manual, the Employee Handbook, or any other LSC policy.

(5) The arbitrator will not have the power to award punitive damages. The arbitrator will base his or her ruling on a preponderance of the evidence. In any arbitration involving the discipline or discharge of an employee for the commission of one of the following offenses:

- offenses involving the use of physical violence or force against another person,
- the intentional misuse of LSC credit and travel cards,
- misappropriation of LSC funds, or
- acts to defraud or steal LSC property or resources, including through falsification of time sheets, invoices, and expense reports,

the arbitrator's sole authority will be to determine if the employee committed the offense alleged by LSC. The arbitrator will have no authority to modify the disciplinary penalty imposed by LSC if the arbitrator finds the employee committed the offense.

(6) By mutual consent, the parties may elect to have the arbitration conducted as oral proceedings with no verbatim transcript and no filing of briefs. In the event only one of the parties wishes to have a transcript of the proceeding, such party will, win or lose, be responsible for making arrangements for and the full cost of the transcript.

(7) The arbitrator will render his or her decision in writing within thirty (30) calendar days after the conclusion of the proceedings. The decision of the arbitrator will be binding upon both parties and all employees. Fees and expenses of the arbitrator will be borne by the losing party. The cost of a court reporter and original transcript will also be borne by the losing party, if not covered by Section 6 above.

Section 4.06 Grievances against the OHR Director or LSC President.

If the grievance involves a decision of the OHR Director, the grievance process must begin at Step Two. If the grievance involves a decision of the LSC President, the Union may refer the matter to the Federal Mediation and Conciliation Service (FMCS), or another mutually agreed upon mediator, for mediation. If no agreement is reached or if management declines to participate in mediation, the Union may submit a demand for arbitration.

Section 4.07 Management Grievances against the Union.

If LSC has a grievance against the Union, LSC may present such grievance at Step 2 to the Union President. The Union will have ten business days to answer LSC's grievance. If no satisfactory settlement of the grievance is reached, LSC may, within fifteen (15) days of the Union's answer or the failure to answer within the applicable time period, submit a demand for arbitration pursuant to Step 3 of the above grievance procedures with respect to the following sections of this Agreement: 1.05, 2.01, 2.02, 3.01, 3.04, 3.05, 3.06, and 17.01.

Section 4.08 Cancellation of Grievance.

The OHR Director may cancel or reject a grievance, in whole or in part, at any step of the process and without review of the grievance's merits when:

(1) The grievant requests such action.

(2) The grievant is not eligible to file a grievance, according to the grievance procedure, as defined above at Section 4.02.

(3) The issue is not covered by the grievance procedure as defined above at Section 4.01.

(4) The grievant fails to specify the relief requested.

(5) The grievant or designated representative fails to comply with appropriate time frames, procedures, and requests for information.

(6) The grievance addresses a matter within the purview of the Equal Employment Opportunity Commission (EEOC) or the District of Columbia Commission on Human Rights.

(7) The grievant has filed a complaint with any court, or administrative agency that encompasses the issues in a pending grievance, or has filed a previous grievance regarding the same incident.

A decision to cancel or reject a grievance by the OHR Director is appealable to the President. A decision to cancel or reject a grievance by the President may be submitted to arbitration.

Article V. Hiring, Recruitment, and Employment Status

Section 5.01 Standard Application Form.

All applicants must complete LSC's standard employment application and follow all application requirements. LSC is responsible for all final hiring decisions, and will take care to verify relevant applicant materials and representations prior to extending an offer.

Section 5.02 Interview Process.

Employees may participate in interview panels and will receive guidance on how to safeguard applicant information, permissible questions, and how to use the evaluation rubric. Employee participation is voluntary and the employee will not suffer any consequences for declining the invitation to participate.

Section 5.03 Internal Candidates.

The contributions of internal applicants are valued and will be considered when making hiring decisions. Qualified employees may apply for other open positions freely and without fear of retaliation. All qualified internal applicants will be granted a pre-screening interview.

Section 5.04 Background Checks.

LSC requires background checks for certain positions and will follow approved EEOC guidelines when making determinations about positions for which a background check is appropriate, as well as how to evaluate and use background check results.

Section 5.05 Position Descriptions.

A position description specifies the basic functions of a position and details the essential duties, responsibilities, and competencies required for successful performance of the job. Each position description is written in accordance with LSC's official position description format, which includes:

- position title
- employment status (e.g. temporary/regular; full-time/part-time; exempt/non-exempt; covered/ not covered)
- an overview of the basic functions of the position
- articulation of the reporting relationship
- principal duties and responsibilities
- competencies required (general and technical), including any specific physical requirements
- Revised date, or created date for new positions

The duties and responsibilities are intended to capture the work that is regularly performed by an employee, are not of a limited duration, and, on average, require at least five percent of an employee's time. It is possible, however, to include a duty or responsibility that, while not performed often due to the infrequent occurrence of the required circumstances, represents an important capacity that LSC needs to have. Any duties performed or responsibility held by an individual employee or employees, but not all employees that hold that position, will not be captured on the Position Description, but will be captured on the Performance Plan document instead.

Like a position description, a position announcement contains items one through seven. It also includes a specific salary range for the posted position at time of hire, as well as any competencies, experience levels, degrees or certifications that are preferred, but not required to perform the job. A position announcement will also indicate the time period during which it will be posted, as well as whether special screening, such as a criminal background check, is required.

Section 5.06 Review and Revision of Existing Position Descriptions.

Any of the following events can precipitate changes to a covered position description, including a change in the title of the covered position:

- As part of the performance management process, managers and employees annually will review covered position descriptions to ensure that they accurately capture the current and ongoing duties, responsibilities, and competencies required for successful performance.
- In response to changed needs or circumstances, a manager will propose changes to a covered position description in order to add, remove, or change an employee's duties and responsibilities. The manager will draft a revised position description and submit it to OHR for review.
- When an existing covered position becomes open and before the position announcement is posted, OHR will discuss with the manager for the position any changes to the duties, responsibilities, or competencies desired or required for the position.
- The Union may, at any time, propose changes to a covered position description to ensure that it accurately captures the current and ongoing duties responsibilities and competencies required for successful performance.

OHR will review all proposed changes to covered position descriptions for substance, form, and consistency, and will make all required revisions. A draft of a revised position description for a covered position will be shared with the Union. The Union will provide comments on the draft as soon as practicable, but in no event later than five (5) business days after receipt. If necessary, within three (3) days of receiving the Union's comments, the Labor-Management Committee may convene to discuss the proposed changes. All finalized position description changes will be formally shared with the affected employee(s), if any, and the Union.

Section 5.07 Exempt and Non-exempt Employees.

The term "exempt employee" refers to an employee exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). The term "non-exempt employee" refers to an employee whose position is covered by the overtime provisions of the FLSA.

FLSA is a federal law that establishes the national minimum wage and overtime pay requirements for workers in the United States. LSC complies fully with FLSA, as well as with applicable District of Columbia laws and regulations. To determine whether a position is exempt or non-exempt, the U. S. Department of Labor has articulated several tests. An overview of these tests can be found in Department of Labor Fact Sheet #17A (http://www.dol.gov/whd/regs/compliance/fairpay/fs17a_overview.pdf). Please visit the Office of Human Resources for additional information about the classification of your position.

Because of the nature of much of the work performed by those in exempt positions, exempt employees are expected to work as many hours as are necessary to "get the job done," even if that means working well in excess of the standard LSC work week. As a result, an exempt employee enjoys greater flexibility in establishing his or her work hours within LSC's core business hours. While an exempt employee is still expected to report to the office on a regular schedule, an exempt employee may, from time to time, with manager pre-approval, make adjustments to his or her work schedule.

Section 5.08 Change of Employment Status to Part-time.

An employee may request a change in employment status from full-time to part-time. This may be done for any reason and granting the request is at the sole discretion of management. This may be done for a specified period of time after which the employee will return to full-time status or the employee may become a regular part-time employee. A regular part-time employee may request full-time status. Granting a request is solely in the discretion of management but management will give serious consideration to all requests, and may place the request on hold until such time as circumstances would permit the change in status.

As part of any such request the employee will be responsible for developing and proposing a part-time work schedule. The request should give as much detail as possible to avoid problems in how the schedule works. The employee and his/her supervisor must both approve the plan before implementing a part-time work arrangement. The plan may be implemented on a trial bases so that, if it does not work, they can then make adjustments. They will set a date for the plan to be evaluated to assure that both the employ's and LSC's needs are being met. If not, the plan must be modified, the employee must return to full-time status, or the employ must agree to termination.

An employee working less than thirty (30) hours per week will see a reduction in benefits as follows:

Ineligible for participation in: medical, dental, life, and disability insurance plans, Flexible Spending Account. This includes federal retirees participating in the HRA plan. Part-time employees still have access to EAP.

Change to leave accruals: Leave accruals are pro-rated relative to the percentage of a full-time position (37.5 hours) that the employee works.

Section 5.09 Development of New Covered Positions.

OHR will promptly share with the Union a draft of all new covered position descriptions before they are posted. As a courtesy, Management will also share all proposed non-covered position descriptions. When management believes that a new position is not a covered position, OHR will submit a written rationale to the Union, and the parties will discuss the matter as necessary. If the position is a covered position, the Union will provide comments to the draft as soon as

practicable but in no event later than ten (10) business days after receipt. If necessary, within five (5) days after receipt of the comments, the Labor-Management Committee may convene to discuss the matter. All finalized new covered position descriptions will be formally shared with the Union.

Section 5.10 Temporary Employees.

(a) Definition. For the purposes of this Agreement, a temporary employee is an individual hired to work full- or part-time, on a short-term or project basis, in an existing covered position or in what would be considered a new covered position under Section 5.09 of this Agreement, LSC's legal classification of the individual (e.g. temporary employee or independent consultant) is not dispositive for purposes of this Agreement.

(b) Types of Temporary Employees. LSC uses two types of temporary employees:

- **Relief or Special Project Temporary Employees.** These individuals, hired on either a full- or part-time basis, staff special projects of limited duration; temporarily fill the position of a recently departed employee; temporarily fill a new position until a regular employee can be hired; and provide temporary coverage for regular employees who are on pre-approved leave.
- **Grantee Oversight Temporary Employees.** These individuals intermittently supplement LSC's grantee oversight activities, assisting with on-site programmatic, compliance, and fiscal oversight visits; grant application reviews; and capability assessment visits, as necessary.

(c) Use of Temporary Employees. A Relief or Special Project Temporary Employee may be used for a period not to exceed ninety (90) consecutive business days. This period may be extended by mutual agreement of the parties. LSC cannot rotate these employees in-and-out of a position every ninety (90) days in order to provide a continuously filled position. Any full-time Relief or Special Project Temporary Employees retained beyond ninety (90) business days, or such other mutually agreed upon timeframe, will be considered a permanent full-time employee with all rights, benefits, and Union membership eligibility as provided in this Agreement. There are two exceptions to this rule: 1. if the special project for which the temporary employee was retained is not completed at the end of the ninety (90) days or other mutually agreed upon timeframe, the temporary employee's term will be extended until the project is completed without converting to regular full-time employee status, and 2. In the case of a temporary-to-permanent placement from a staffing agency, if the temporary employee fully meets LSC's on-going business needs and the conversion fee has not expired based on the number of hours worked under the staffing agency agreement, the temporary employee's term may be extended as necessary to satisfy any conversion fee requirements without converting to regular full-time employee status.

Grantee Oversight Temporary Employees may not lead program visits, except that former LSC employees serving as Grantee Oversight Temporary Employees may lead visits within six (6) months of their separation from LSC, if they served as a liaison to the program during their LSC tenure.

(d) Limits on use of Temporary Employees. LSC will maintain eighty (80) regular full-time covered positions during the term of this Agreement. LSC will not use temporary employees to reduce the number of regular full-time covered positions that LSC must maintain.

LSC's use of Relief and Special Project temporary employees will be guided by programmatic, financial, and operational needs.

LSC will use as few Grantee Oversight Temporary Employees as possible, but its annual use will in no case exceed the average number of Grantee Oversight Temporary Employee engagements occurring in the preceding three years, plus fifteen percent (15%), if needed. The parties may, as necessary, agree to increase the number of engagements allowed in a particular year. Each year, LSC will provide the Union with a list of individuals who have been selected to serve as Grantee Oversight Temporary Employees. Each quarter, LSC will report to the Union on the number of times it engaged Grantee Oversight Temporary Employees. Inadvertent failure to provide these lists or reports may not be grieved under Section 5 of this Agreement.

LSC's obligations under this section are dependent upon receipt of adequate congressional appropriations. If LSC's MGO budget is cut significantly, LSC's obligation to maintain current staffing levels will be voided but still governed by the Reduction in Force provision in Article 14.

The Labor-Management Committee must attempt to resolve disputes about the allocation and use of temporary employees before a grievance relating to temporary employees may be filed by either party.

Article VI. Compensation and Benefits

Section 6.01 Salary Schedule and Step Increases.

LSC has adopted a salary schedule based on an independent compensation study (see Salary Schedule on eWeb – Resources/Policies & Procedures/Collective Bargaining Agreement), which establishes a specific salary range (inclusive of locality pay) for each covered position. Each salary range has eight pay levels separated by seven steps. As the chart below shows, employees must wait two years to advance in Steps 1 through 4, and one year to advance in steps 4 through 8. Employees advancing from Steps 1 through 4 will receive a 2% salary increase, while employees advancing from Steps 4 through 8 will receive a 1.5% increase. Step increases are made on the anniversary of the employee's date of hire. It takes a minimum of 10 years to advance from Step 1 to Step 8 within a single position classification.

Advancement from...	Requires...
step 1 to step 2	104 weeks of service in step 1
step 2 to step 3	104 weeks of service in step 2
step 3 to step 4	104 weeks of service in step 3
step 4 to step 5	52 weeks of service in step 4
step 5 to step 6	52 weeks of service in step 5
step 6 to step 7	52 weeks of service in step 6
step 7 to step 8	52 weeks of service in step 7

Section 6.02 Initial step placement.

Current employees will be placed at the appropriate step of their position classification based on their years of service to LSC in that position. No employee will receive a salary reduction if their

current salary exceeds the salary assigned to their position/step, as set forth in the Salary Schedule. New employees will be placed at Step 1 of their respective position classifications. LSC may place a new employee at Step 2 or Step 3 when either of the following conditions is met:

- **The new employee has superior qualifications**. LSC may determine that a candidate has superior qualifications based on the level, type, or quality of the candidate's skills or competencies demonstrated or obtained through experience or education, the quality of the candidate's accomplishments compared to others in the field, or other factors that support a superior qualifications determination. The candidate's superior qualifications must be relevant to the position requirements and must be significantly higher than the position's minimum requirements or be of a more specialized quality compared to other candidates; or
- **The new employee fulfills a special business need for LSC**. LSC may determine that a candidate fills a special business need if the position for which they are applying is unusually difficult to fill (due to, for example, a lack of qualified candidates or exigent circumstances) and is essential to accomplishing an important LSC mission, goal, or programmatic activity.

When setting a salary for a new employee who has superior qualifications or fulfills a special business need, LSC will consider the following factors and the evaluations of the interview panel as reflected on the Candidate Evaluation Form (to be mutually agreed upon), as appropriate under the circumstances:

- The level, type, or quality of the new employee's skills or competencies;
- The new employee's existing salary, recent salary history, or salary documented in a competing job offer (taking into account the location where the salary was or would be earned and comparing the salary to payable rates of basic pay in the same location);
- Existing labor market conditions and employment trends, including the availability and quality of candidates for the same or similar positions;
- The success of recent efforts to recruit candidates for the same or similar positions;
- Recent turnover in the same or similar positions;
- The importance of the position to be filled and the effect on LSC if it is not filled or if there is a delay in filling it; or
- Other relevant factors.

LSC's reasons for determining that a new employee has superior qualifications or fulfills a special business need, and for setting the proposed salary and step level, must be fully documented in a written memorandum. The OHR Director and LSC President must review and approve, in writing and prior to the new employee's start date, the decision to designate a new employee as having superior qualifications or fulfilling a special business need, the proposed starting salary, and the assigned step level.

Section 6.03 Eligibility for a step increase.

To receive a step increase, an employee must receive a rating of at least "Meets Expectations" on their most recent performance management assessment and must have completed the required waiting period for advancing to the next step.

Employees who reach Step 8 of their final position classification (e.g. Systems Administrator, Step 8, or Senior Program Counsel, Step 8) are not eligible for additional step increases. LSC will periodically conduct compensation studies to determine

whether salaries are competitive and consistent with market rates. If the compensation study supports increasing the salary ranges, then LSC will consider doing so, budget permitting.

Section 6.04 Step Promotions.

When employees reach Step 8, they will be eligible to promote to the next position classification, if any (e.g. Program Counsel II to Program Counsel III).

(a) Promotion from Level I to Level II. For those positions that include classification levels (i.e., Level I, II, or III), an employee who has served as a Level I, Step 8, for two years and received performance ratings of at least "Meets Expectations" during those years will be promoted to Level II, Step 1.

(b) Promotion from Level II to Level III. For those positions that include classification levels (i.e., Level I, II, or III), an employee who has served as a Level II, Step 8, for two years and received performance ratings of at least "Meets Expectations" during those years will be promoted to Level III, Step 1.

(c) Exception. If a Level I or Level II employee meets the minimum experience requirements for the next classification level, as determined by management, management may, in its sole discretion and when extraordinary circumstances require it, promote employees from Levels I or II to the next consecutive position classification (i.e. Level II or III, respectively) when they have served in that capacity for at least four (4) years and received performance ratings of "Meets Expectations" during the two previous years.

(d) Promotion to Senior Status. For those positions that include classification levels (i.e., Level I, II, or III), an employee who has served as a Level III, Step 8, for at least three years, received performance ratings of "Exceeds Expectations" for at least two of those three years, and is able to document that he or she has successfully performed at a senior level (as established in the senior-level position description), will be promoted to Senior status. Senior-level position descriptions will be created for all such positions for which they do not currently exist.

(e) Promotions to Senior status at time of Agreement Ratification. Current employees who have served as a Level III, Step 8, employee for at least three years, received a performance rating of "Exceeds Expectations" on their 2015 performance management assessment, can demonstrate that they have successfully performed at a senior-level during the previous two years (as established in the senior-level position description), and continues to successfully perform those duties will be promoted to Senior status.

The effective date of a new title designation for compensation purposes is October 1, 2015, or the date on which the Agreement is ratified, whichever is earlier.

Section 6.05 Cost of Living Adjustments (COLA).

LSC will award annual COLAs based on the Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U) for Washington-Baltimore. The COLA will equal the actual cost of living as determined by the annual CPI-U figure for the previous year, as determined during the first quarter of the current year. For 2014, the calculation will be as follows:

1.	Begin with annual CPI-U for 2014:	154.847
2.	Subtract annual CPI-U for 2013:	− 152.500
3.	Difference equals Index Point Change:	2.357

4. Divide Index Point Change by annual CPI-U for 2014 (2.357)/152.500
5. Multiply the result by 100, the product of which is the COLA percent change for 2014 .0154 x 100 = COLA % change
6. Multiply COLA percent change for 2014 times 2014 salary.

For subsequent years, the calculation will be the same based on the difference between the annual CPI-U for that year (as determined during the first quarter of the subsequent year) and the CPI-U for the prior year. The salary in subsequent years will include any step increases or promotions as provided in 6.01 and 6.02, if any, from prior years.

Any COLA will be paid as a lump sum cash payment in the first quarter of the subsequent year to employees still employed as of the date of payment. The 2014 COLA is applicable only to those employees hired on or before January 1, 2014 and still employed at the time of Agreement ratification.

Section 6.06 Performance Management Bonuses.

LSC will pay performance bonuses of up to 3% to employees receiving a rating of "Exceed Expectations" on their annual performance assessments. The actual percentage of the bonus will depend on the amount of money available for bonuses and the number of qualifying employees. Performance bonuses will be one-time lump-sum payments and will not be added to employees' base salary.

Section 6.07 One-time payments.

Upon ratification of this Agreement, LSC will make the following payments:

- **$5000 to all Employees employed Jan. 1, 2013 through ratification**. Employees who were employed with LSC on January 1, 2013, and who are still employed at the time of Agreement ratification, will receive a one-time cash payment of $5,000.
- **Proportional cash payment to employees whose salaries were below the Quatt Associates compensation benchmark in 2014**. A pool of $250,000 will be distributed among those employees who were employed by LSC on Jan. 1, 2014, are still employed at the time of Agreement ratification, and whose salary was below the Quatt compensation benchmark in 2014. Employees who qualify will receive a one-time cash payment based on a percentage of the difference between the employee's actual salary in 2014 and the 2014 salary proposed as part of the Quatt Associates compensation study.
- **Retroactive salary adjustment for 2015**. All salary adjustments made under 6.01 and 6.02 for employees who were employed by LSC in 2015, and are still employed at the time of Agreement ratification, will receive a payment reflecting their new salaries under this Agreement retroactive to January 1, 2015, or, if hired in 2015, retroactive to their date of hire.

Section 6.08 Overtime Pay.

All employees who are non-exempt from the overtime provisions of the Fair Labor Standards Act will be paid for overtime worked in increments of fifteen minutes or more.

All overtime must be pre-approved. The employee seeking to work overtime must email his or her manager for approval. The email must conform to the following:

> **Subject line for Overtime**: Must state the following: Overtime Authorization Request for [date/dates]

Body of email for Overtime: Must capture three (3) essential pieces of information:

1. Date to be worked
2. Purpose of the proposed work – be as descriptive as possible
3. Maximum number of hours for which you seek approval

If approved, the employee may work the overtime and add the hours worked to their timesheet through regular punches. The manager's view of the employee's timesheet in Paycom will automatically show when the employee worked overtime. There is no longer a need to copy OFAS on overtime approvals.

Non-exempt employees who work a regular 37.5-hour week will be paid at time and one-half their regular hourly rate for all hours worked in excess of 37.5 hours per week, regardless of what day of the week worked in a week or the hours of any specific work day.

Non-exempt employees who elect to work a compressed work schedule (CWS) will be paid at time and one-half of their regular hourly rate for each hour worked in excess of 40 hours per week. This is in keeping with the principle involved in CWS of working longer hours on fewer days of the week in order to have a day off during the pay period.

Non-exempt employees who are required to work or travel on LSC holidays will be paid double-time for each overtime hour worked.

For the purpose of calculating hours worked for overtime, only actual hours worked plus vacation hours and holidays will be considered. Time not worked, such as administrative leave, sick leave, personal leave, parental leave, and bereavement leave, etc., will not be counted in the calculation of overtime hours.

Section 6.09 Compensatory Time.

Compensatory time may be earned by exempt employees on an hour-for-hour basis with the maximum compensatory hours that can be earned equal to the maximum number of hours an employee is scheduled to work on any given day under that employee's specific work schedule.

Section 6.10 LSC 403(b) Thrift Plan

An employee is eligible to participate in LSC's 403(b) defined contribution plan on their date of hire and can contribute up to the limits set forth by the IRS. An employee who joins LSC after the first of the year must be mindful of any 401(k) and/or 403(b) contributions that they made to previous employers' plans, as those contributions will count against the IRS maximum. Our plan is administered by American United Life (AUL), a OneAmerica company.

An employee is eligible for the employer contribution on the first day of the month coincident with, or following, their date of hire. Each pay period, LSC contributes to the plan an amount equal to 6% of an employee's eligible compensation. In addition, LSC's plan provides for a matching contribution of up to 2.51% of an employee's eligible compensation, provided that the employee elects to contribute up to 2.51% of their eligible compensation to the plan. An employee is 100% vested in their contributions to the plan from the beginning of their participation in the plan. The value of the account attributable to employer contributions is fully vested over a three (3) year period, except that an employee is 100% vested in the employer's contributions upon the attainment of age 59½, regardless of years of service:

Completion of Years of Service	Vesting Percentage
1	25%
2	50%
3	100%

Section 6.11 Maternity/Paternity Leave Benefits.

LSC will provide eight full weeks of paid maternity/paternity leave to employees for the birth or adoption of a child. Employees may be required to take Family Medical Leave Act leave concurrently with this benefit, or to file for short-term disability coverage, when eligible, to off-set the cost of the maternity/paternity leave to LSC.

Section 6.12 Professional license benefit.

LSC requires Program Counsel to be members in good standing of a bar. (No other position currently has specific licensure requirements; specialized licenses are merely preferred for some positions.) Active bar membership is not required, but good-standing status at the time the member became inactive is required. LSC will pay for one bar membership for each Program Counsel. If a Program Counsel has multiple bar memberships, LSC will pay for the least expensive membership fee. If LSC later changes any of its positions to require a specific license (e.g. a CPA license), LSC will pay for the attendant licensing fees.

Section 6.13 Continuing Legal Education (CLE) credits.

LSC will not pay for CLE credits that may be necessary to maintain a bar membership in good standing. But on occasion, an employee's manager may approve a CLE course or training for reimbursement if it appropriately addresses some of the issues set forth in the employee's professional development and training plan.

Section 6.14 Additional transportation benefit.

For those employees who are interested, LSC will award, on a monthly basis, an additional post-tax transportation benefit equal to the difference between the employee's actual monthly commuter transit cost (up to a maximum of $245, the 2013 federal transportation benefit amount) minus the current pre-tax limit of $130. The level of benefit awarded by LSC will track any changes made to the law governing commuter benefits.

Section 6.15 Travel Time.

Commuting time from home-to-work will not be counted as time worked. If a non-exempt employee is required to be away from home on travel during hours other than they are regularly scheduled to work, the travel time, minus meal periods, will be counted as time worked, except in instances where the employee is "on call" during the meal periods, in which case the meal time will also be considered time worked. Travel on LSC business during regular LSC work hours by both exempt and non-exempt employees will be considered time worked. If an employee (exempt or non-exempt) requests permission to drive or use another mode of transportation on LSC business for personal convenience, only the time required for the most expeditious travel will be counted as time worked.

Section 6.16 Holidays.

All full-time regular employees are eligible for all paid holidays observed by LSC as noted below. Temporary employees are eligible to be paid for holidays that fall on a day on which they are regularly scheduled to work.

LSC recognizes the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

Subject to the President's discretion, a bonus holiday may be granted on Christmas Eve or another time, and LSC offices may close at noon on Fridays before certain holidays. The President's decision to grant or not grant bonus holidays is not grievable.

Part-time regular and temporary employees are eligible to be paid on a pro-rata basis for the number of hours they would normally be scheduled to work on all LSC- observed holidays.

Section 6.17 Other Benefits.

The benefits not addressed by this Agreement but offered under the Employee Handbook as of the effective date of this Agreement, remain unchanged. For ease of reference, those provisions are set forth in eWeb – Resources/Policies & Procedures/Collective Bargaining Agreement. Future changes are subject to Section 16.02. LSC and the Union are committed to preserving quality healthcare for employees and to exploring ways to lower healthcare costs. A joint LSC - Union Healthcare Cost Containment Committee (HCCC) will examine the current benefit structure and explore cost containment strategies.

Section 6.18 Compensation and benefits dependent upon annual appropriations.

All economic terms established in this Agreement depend on the availability of LSC's annual MGO appropriations. If the MGO appropriation decreases, remains flat, or any increases to the appropriation are insufficient to implement step increases fully without other budget cuts, LSC will negotiate with the Union to determine if step increases can be implemented and, if so, how they will be done. LSC will prepare its annual budget assuming that every employee will earn his or her next step increase.

Cost of Living Adjustments provided under Section 6.05 of this Agreement will be made only after programmatic imperatives, budget operating reserve limits, and step increases have been met. Performance management bonuses, provided under Section 6.06 of this Agreement, will be made only after programmatic needs, budget operating reserve limits, step increases, and COLAs, if any, have been met.

Article VII. Attendance

Section 7.01 General Policy.

Employees are expected to be present at LSC's offices during their designated work hours (unique to each employee) unless alternative arrangements have been made with their

managers, the employee is on pre-approved leave, or the employee is on LSC business travel. Normal LSC business hours are 9:00 a.m. to 5:30 p.m., Monday through Friday. The basic work requirement for LSC employees is 1,950 hours per year, 37.5 hours per week.

Section 7.02 Late Arrivals.

Every position at LSC contributes to the effective operation of LSC. Accordingly, each employee must take seriously his or her commitment to LSC and recognize the importance of arriving at work on time. LSC understands, however, that at times, despite appropriate planning and reasonable efforts, an employee may be delayed in arriving due to factors beyond his or her control (e.g., traffic, accidents, etc.).

Employees recognize that they should be available to managers and colleagues in order to complete the work of LSC. If, despite an employee's best efforts, he or she anticipates arriving after his or her regularly scheduled start time, the employee will give the manager reasonable notice that they will be tardy. If a late arrival will make an employee late for a scheduled meeting or event, the employee should advise someone who can apprise participants.

It is understood that late-arriving non-exempt employees will consult with their manager to make up any missed time. This might include working extra time to make up the time, or using paid leave or unpaid leave. If legally permissible, employees can forgo lunch time for an early dismissal or late arrival, with manager approval.

Consistent tardiness, even if made up, should be discussed between the manager and employee and the employee's hours or behavior changed accordingly, or the employee may be subject to discipline.

Section 7.03 Unexpected Absences.

In the case of an unexpected absence, an employee must notify his or her manager or designee. The means of contact will be determined by the manager, or his or her designee. Messages left with co-workers are not an acceptable substitute for communication with the manager or his or her designee.

Section 7.04 Consecutive Absences without Notice: Resignation.

An employee who is absent from work without notice for three consecutive days will be considered to have resigned, whether or not that was the employee's intent. (If the employee returns to work after the third day and explains why he or she could not give notice and no third party could give notice, the assumption of resignation is rebuttable.) If the employee is incapable of providing notice, notice may be provided by a third party.

Section 7.05 Alternative Work Schedules.

The Alternative Work Schedule (AWS) program, which includes FlexiTime, CWS, and FlexiPlace, is designed to provide managers and supervisors flexible options in scheduling work. It is further intended to promote flexible family-friendly work arrangements that will enable employees to schedule their work and meet their own needs and the needs of their families. However, participation is not an employee benefit; it is solely at the discretion of the supervisor based on the appropriateness of such scheduling to the responsibilities of each respective position. All regular and temporary employees are eligible to participate in AWS, as deemed appropriate by their supervisor. Alternative work schedule decisions by supervisors are not grievable. To assure the success of the AWS program, each supervisor is accountable for assuring that the office is fully covered during business hours and that an acceptable level of productivity is maintained.

Each office must therefore provide staff presence and phone coverage during standard hours of operation, 9:00 a.m. to 5:30 p.m., Monday through Friday, unless alternative arrangements have been approved by the President or the President's designee. All employees are expected to be present during LSC's core hours of 10:00 am to 4:00 pm

(a) FlexiTime. FlexiTime refers to a system of work scheduling that allows flexibility for employees in arrival and departure times, with the approval of the office director and supervisor.

Normal LSC work hours are 9:00 a.m. to 5:30 p.m. All FlexiTime schedules must provide for 8 to 8.5 hours per day for full-time employees, depending on whether the lunch break is 30 minutes or one hour. After consultation with OHR, the supervisor, with the authorization of the office director, may approve a different work schedule for the employee when exceptional circumstances exist.

This policy is open to all regular and temporary employees. However, FlexiTime decisions are not subject to grievance. Newly-hired employees are eligible for FlexiTime work arrangements only after completion of the 90-day Performance Review. This requirement may be waived by the supervisor with the approval of the appropriate Vice President or Chief of Staff. A supervisor may approve the FlexiTime arrangement after balancing the employee's request with the office's coverage requirement.

A FlexiTime Work Schedule (see eWeb – Resources/Forms/OHR Forms/LSC FlexiTime Work Agreement) setting forth the employee's work schedule must be completed and approved by the employee's supervisor and office director and filed with OHR prior to any hours worked under FlexiTime. The final agreement will be filed in OHR.

After a FlexiTime work schedule is established, employees are expected to adhere to the schedule unless special arrangements have been made in advance with their supervisor.

Because some employees may work at the beginning or end of the day without a supervisor's presence, additional supervisory efforts will be needed to ensure that the FlexiTime program works effectively. Supervisors are responsible for the attendance and work of their employees. Accurate records in keeping with LSC policy are necessary for the integrity of both the FlexiTime program and the LSC payroll system.

If the supervisor or office director believes the FlexiTime arrangement is not working (e.g., the employee's performance declines or the participation interferes with LSC's needs), the supervisor has the right to end the employee's participation in the FlexiTime program, after a reasonable notice period to allow the employee to make necessary adjustments.

FlexiTime in no way changes the supervisor's authority and ability to require special individual work schedules based on LSC's needs, to require the employee to work overtime, or to approve or disapprove leave requests.

(b) Compressed Work Schedules (CWS). Compressed Work Schedules, a variation of Flexi-Time, are schedules that provide flexibility in the number of days an employee is scheduled to work each week. CWS is subject to the same rules and conditions as FlexiTime. A non-exempt employee's work schedule may be compressed into nine days over a two-week period by working a sufficient number of additional hours each day to complete a 40-hour workweek the first week, and a thirty-five-hour workweek the second week. Exempt employees, while not held to specific hour requirements, may modify their schedules in a similar manner. Time taken for lunch will be in addition to the regular workweek requirement.

Exempt employees will continue to be expected to work the number of hours it takes to get the job done regardless of whether they are on a regular or flexible schedule. All employees who participate in CWS will be expected to be present during the designated core hours Monday through Thursday. A lunch period of not less than thirty minutes, up to one hour, also should be scheduled during core hours. As noted above, time scheduled for lunch will be in addition to the CWS work requirement for each week.

To simplify the scheduling of compressed workweeks and assure that all staff are present at least four full days a week, Friday is designated as the official CWS day off for all employees participating in CWS. Any exceptions require the approval of the President or Inspector General, or their respective designee.

Office directors are responsible for approving the participation of employees in CWS, as appropriate, and will be held accountable for assuring and maintaining full coverage for their respective offices. CWS decisions are not subject to grievance. Two compressed work schedules, Schedule A and Schedule B, providing for alternate Fridays off, will be utilized to assist supervisors in staggering the CWS day off and assuring appropriate coverage of their respective offices. Before beginning to work a compressed work schedule, the employee and supervisor must complete the CWS Agreement (See eWeb – Resources/Forms/OHR Forms/LSC Compressed Work Schedule (CWS) Agreement) and submit it to the Director of HR for approval.

In determining the appropriateness of CWS for each employee, the supervisor must consider the responsibilities of each position; the specific employee's desire to work a compressed work schedule; as well as the needs of the office and the ability of the employee to maintain the longer hours of the proposed schedule.

While it is the intent of this policy that employees take their CWS day as scheduled, there will be times that may not be possible due to the employee's workload, a priority project or a required meeting, etc. All employees participating in CWS must therefore understand that on occasion LSC business may require them to work on a scheduled day off. In that event, exempt employees will be eligible to earn compensatory time off in lieu of their regularly scheduled day off. To assure the CWS policy is being used as designed and not being used to bank additional vacation time, approval by a director of an employee working three consecutive CWS days off must be reviewed by the Vice President for Grants Management or the Chief of Staff.

Such compensatory time may be used, subject to prior approval by the employee's supervisor, in accordance with the LSC Compensatory Time Policy. Non-exempt employees will be paid overtime at a time-and-a-half rate if required to work on their regularly-scheduled day off.

In the event that an employee is on a Performance Improvement Plan (PIP), the employee will not be eligible to participate in CWS until successful completion of the PIP.

- **Time Reporting and CWS**. Time reporting for exempt employees participating in CWS will be reported on an exception only basis. Time reporting for non-exempt employees must reflect actual hours worked and leave taken for each time reporting period. Time reporting for holidays and any other leave taken will be based on the number of hours the CWS employee is regularly scheduled to work on that specific day.
- **Leave and CWS**. Full day increments of leave taken pursuant to any LSC Leave Policy by CWS employees must be approved and charged in an amount equal to the number of hours the employee is regularly scheduled to work on the days for which leave is taken. As required by LSC's respective leave policies, a leave request form must be completed and approved by the employee's supervisor in advance, except in limited circumstances.

- **Holidays and CWS**. In the event a holiday falls on a CWS employee's regularly scheduled day off, the following workday may be taken as an "in lieu of" day off, subject to the demands of the employee's workload and the supervisor's discretion. The day following Thanksgiving will be an exception to this policy and practice. Employees may elect to take the Wednesday before Thanksgiving as their "in lieu of" day off instead of the following Monday. Exempt CWS employees who are required to work on their day "in lieu of" a holiday may, accumulate compensatory time for the actual time worked up to a maximum of the hours an employee is scheduled to work on any given day under that employee's specific work schedule. Non-exempt employees will be paid overtime at a time-and-a-half rate if required to work on their day "in lieu of" a holiday.
- **Work and Travel on CWS Days**. Employees participating in this program who are traveling on LSC business must work the number of days necessary to complete such business. Should an employee who has met the CWS work requirement have to work on a regularly scheduled day off, the employee will be eligible to earn compensatory time up to a maximum of the hours an employee is scheduled to work on any given day under that employee's specific work schedule. Accumulated compensatory time may only be used, subject to prior approval by the employee's supervisor, in accordance with the LSC Compensatory Time Policy. (For questions regarding overtime for travel on CWS days, see Sections 6.08 and 6.15.)
- **Office Closures and CWS**. If LSC is officially closed for an entire day for unplanned external reasons such as severe weather (i.e. snow storm, hurricane, etc.) or events significantly impeding access to the city (i.e. large demonstrations) and the day falls on an employees' regularly scheduled CWS day off, the employee will not receive an "in lieu of" day off. CWS employees who are on their regularly scheduled day off will not be eligible to earn compensatory time in the event of an early dismissal.
- **CWS Administrative Procedures**. A Compressed Work Schedule Agreement must be completed and approved by a supervisor for each employee designated to participate in CWS prior to the employee's beginning any work under the program. The agreement also must be signed by the employee and submitted to the Director of Human Resources (HR) for review and approval, or to the Inspector General for OIG staff. A copy of the approved CWS Agreement will be sent to the Comptroller's Office and a copy will be returned to the supervisor and the employee.

(c) FlexiPlace. FlexiPlace, also known as flexible workplace or telecommuting, refers to paid employment performed away from LSC headquarters (the primary place of employment), either at home or at a satellite worksite, for an agreed upon day or days, either on occasion or on a regular basis. FlexiPlace may be routine, in which the work assignment away from LSC headquarters is approved for occurrence on a regular basis, or it may be occasional, subject to approval by the supervisor on each occasion.

This policy is open to all regular and temporary employees. However, participation in the FlexiPlace program is not a right and FlexiPlace decisions are not subject to grievance. Newly hired employees are eligible for FlexiPlace work arrangements only after completion of the 90-day Performance Review period. This requirement may be waived by the supervisor with the approval of the appropriate Vice President or the Chief of Staff.

In the event that an employee is on a Performance Improvement Plan (PIP), the employee will become eligible for FlexiPlace upon successful completion of the PIP.

Employees who apply to work away from the office for more than three days while taking care of a personal injury must provide upon request a medical release to work prior to approval of the FlexiPlace request.

Except as set forth below under "Occasional FlexiPlace," a FlexiPlace Work Agreement (see eWeb – Resources/Forms/OHR Forms/LSC FlexiPlace Work Agreement), covering the terms and conditions of the employee's participation in the program, must be completed and approved by the employee's supervisor, office director and OHR prior to any hours worked under routine FlexiPlace. The final agreement will be filed in the applicable employee's personnel file.

The FlexiPlace Work Agreement must include:

- the voluntary nature of the agreement;
- length of the FlexiPlace assignment;
- hours and days of duty for each worksite;
- responsibilities for timekeeping, leave approval, and requests for overtime;
- performance requirements; and
- proper use and safeguards of LSC's property and records.

Occasional FlexiPlace may be approved by a supervisor without a FlexiPlace Work Agreement, but the supervisor is responsible for assuring appropriate work requirements for that occasion.

The supervisor is responsible for deciding if the position is one appropriate for off-site work, and for examining both the content of the work and the performance of the employee. Because this is a supervisory work option, there is no automatic right of the employee to continue participation in the event of a change in supervisor.

If the supervisor or office director believes the FlexiPlace arrangement is not working (e.g., the employee's performance declines or the participation interferes with LSC's needs), the supervisor has the right to end the employee's participation in the FlexiPlace program, after a reasonable notice period to allow the employee to make necessary adjustments.

Article VIII. Property and Services

Section 8.01 Office Décor.

Employees may decorate their personal offices or cubicles in a tasteful, professional, and non-offensive manner.

Section 8.02 Devices, Services and Systems.

The Legal Services Corporation provides corporation-owned or funded electronic devices, services, and systems to certain employees to support their work and meet organizational objectives. This policy identifies the types of electronic devices, services, and systems that are available and establishes eligibility criteria for obtaining them, procedures for requesting them, permissible uses and proper care of them, and other employee obligations associated with their use. It supersedes all previous policies on electronic devices and use, including Section 11.7 and Appendix E of the Employee Handbook and LSC's ePolicy. Complaints about the implementation of this policy are grievable under this Agreement, but may not be submitted to arbitration under Article 4 of this Agreement.

This policy governs all electronic devices, services, and communications systems owned or made available by LSC, and the use of such devices and systems when accessed using an employee's own equipment, including but not limited to:

- E-mail systems and accounts;
- Internet and intranet access;
- Telephones and voicemail systems, including wired and mobile phones, and smartphones;
- Printers, photocopiers, and scanners;
- Fax machines, e-fax systems, and modems;
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices; and
- All security systems and devices, including access key cards.

Section 8.03 **Types of Electronic Devices, Services, and Systems Offered by LSC.**

LSC offers a variety of electronic devices and systems to facilitate and enhance employee performance, including but not limited to: personal computers/laptops/netbooks/tablets, smartphones and related service, mobile wireless internet cards, MiFi service, hotspot service, memory sticks and extra parts/monitors.

In order to use corporation email and store LSC-data on corporation-issued or individually owned smartphones, the phone must be directly compatible with LSC's email and mobile security systems. LSC supports a variety of phone systems, including Apple, Android, and Microsoft. LSC does not support Blackberries. Most feature phones (i.e., not smartphones) do not include corporate email connectivity. When selecting an individually owned phone, employees should avail themselves of OIT's services to help identify phones that will be compatible with LSC requirements, if they are intended to be used in part for business purposes.

LSC maintains a Verizon business communications plan that pools minutes. Employees can participate in the plan in several ways:

- An employee can join the plan and be allocated a phone, as long as that phone is one of the phones currently being offered for free as part of the Verizon plan. In this case, it is a corporation-owned phone and plan.
- An employee can purchase, using his or her own funds, a Verizon phone on the plan (such as a new iPhone or Samsung Galaxy, models that are available but not free). In this case, it is an employee-owned phone on the corporation plan.
- Employees can move their personal phone over to the corporation's plan. In this case, it is an employee-owned phone on the corporation plan.
- Employees can use their own phone and plan, and be reimbursed an amount that is equivalent to the amount that LSC pays per employee on the corporation plan (currently $54.56/month).

Under the current plan, corporation-paid service on employee-owned phones covers business calls up to 400 minutes per month. If an employee's calls exceed 400 minutes in any single month, LSC management reserves the right to seek reimbursement from the employee for non-work-related calls.

The following chart explains the options:

	Corporation-Owned Phone	Employee-Owned Phone	
		Corporation Plan	Personal Plan
Phone number	New Phone Number	Can be personal phone number or new phone number	Personal phone number.
Cost to employee for phone	$0	Whatever cost employee chooses (between $50-$250, usually)	Personal choice
Cost to employee for service	$0 monthly, 25 cents/minute for non-work use over 400 minutes.	$0 monthly, 25 cents/minute for non-work use over 400 minutes.	Employees reimbursed an amount up to the amount that LSC pays per employee on the corporation plan. In cases where plan overages are due to business calling, LSC will reimburse for all business calls made after 400 minutes of use.
Personal use allowance	Limited personal use.	$0 monthly, 25 cents/minute for non-work use over 400 minutes..	No restrictions.

Section 8.04 **Eligibility for Electronic Devices and Systems.**

LSC will provide employees with electronic devices and systems when there is a demonstrated business need for their use and a supervisor (if a need arises subsequent to an employee's start date) or the Office of Human Resources (OHR) (if a need is identified at an employee's start date) approves the use. Generally speaking, a business need is demonstrated when an employee meets one or more of the following criteria:

- Regularly performs work off-site;
- Undertakes substantial work-related travel each year;
- Is required to be accessible after normal business hours;
- Performs a supervisory function (of personnel, not projects);
- Has regular and substantial interaction with the Board of Directors or performs substantial board meeting preparation and on-site coordination duties;
- Is responsible for maintaining LSC's facilities or electronic equipment and systems; or
- Is a member of senior management.

For example, staff performing grantee site visits will often require a mobile computing device and convenient access to phone and email. However, a non-exempt, administrative employee who doesn't do significant work-related travel, board relations work, or administrative support

that requires emergency contact would not likely need mobile devices. (see eWeb – Resources/Forms/OHR Forms/Request for Reimbursement of Mobile Telephone Fees Form)

Due to limited supply, assigned laptops and netbooks are available only to staff who spend no less than 15 days a year working off-site and have demonstrated a need for a computer during those times. LSC maintains a robust pool of loaner laptops and netbooks, however, for short-term use by employees (see LSC's loaner policy below).

Temporary employees are not eligible for corporation-owned or funded electronic devices and services except in cases where the business need is clear and the allowance is approved, in writing, by both the relevant director and Vice President for Grants Management.

Section 8.05 Procedures for Requesting Electronic Devices or Services

Assigned Devices. Electronic devices and services will not be assigned based solely on an employee's direct request. Once a supervisor or OHR has determined that an employee has a demonstrated business need (based on the above-mentioned objective criteria) for a particular electronic device or service, the supervisor or OHR staff member should email the "OIT Helpdesk" to request that the device be issued or the service be supplied to the employee. All requests should specify any special requests (e.g., that particular software be installed on the device or that the device have wifi hotspot capability). The employee should then contact OIT to discuss the available devices and coordinate with OIT to receive the device and any training required.

Loaner Devices. OIT maintains a pool of electronic devices and services that can be loaned to employees who have an occasional need for them. They can be checked out for up to four weeks. Employees who have a long-term need for a device or service should consult with their supervisor about obtaining a permanent device.

A supervisor should request a loaner device for an employee by emailing the "OIT Helpdesk." All requests should specify the type of device needed, the dates for which it is needed (pick up and return times, but not to exceed four weeks), and any special requests (e.g., that particular software be installed on the device or that the device have remote wireless capability). Once a supervisor approves an employee for the laptop pool, subsequent requests can be made by the employee directly.

Devices are assigned on a first-come, first-served basis. Requests must be submitted no fewer than two days in advance of pick-up. In the event that a request is urgent and no loaner devices are available, OIT will work with other users to try to accommodate the request.

Section 8.06 Permissible Use of Electronic Devices, Services and Systems.

Corporation-owned or funded electronic devices, services, and systems are to be used primarily for business purposes. While limited and reasonable personal use is allowed (such as making personal calls while on a site visit or checking personal email on a corporation-owned smartphone), LSC devices, services, and systems are not intended to be used in lieu of personal computers, phones, and other electronic equipment. Because excessive personal use can result in broken equipment, lost productivity, premature wear or maintenance of the equipment, and cost to LSC, it is prohibited.

Transmitting (uploading), receiving (downloading), streaming, saving, or viewing of pornography or other objectively offensive material on corporation-owned or funded electronic devices, services, or systems is strictly prohibited. Prohibited material includes messages that contain sexual implications, racial slurs, or any other offensive comment about age, gender, sexual orientation, religious or political beliefs, national origin, or disability, including comments that violate LSC's policies regarding Equal Employment Opportunity and Sexual Harassment or any applicable laws.

Corporation-owned or funded electronic devices, services, and systems also may not be used to solicit for commercial ventures, proselytize religious views, campaign for political causes, or fundraise for charitable organizations or school projects. LSC-sponsored solicitation or charitable activities, such as the annual charitable giving campaign, Safe Shores, or LSC GIVES, are excluded, however.

Employees may only install or download software, applications, and other programs that serve a legitimate LSC business purpose on LSC devices and systems. LSC will only reimburse, at its discretion, for the cost of applications ("apps") that are business-related and have been pre-approved by OIT.

Employees using a personal device on a corporation service plan or that are being reimbursed for using their personal device and plan, may use their devices for personal and business use and are not restricted in the types of software, applications, and other programs that they may install or download. LSC will only reimburse, however, for the cost of business-related apps and software that has been pre-approved.

Section 8.07 No Expectation of Privacy.

Except for limited and reasonable personal use as described above, LSC owned or funded electronic devices, services, and systems should only be used for work purposes. LSC owns all content, data, documents, files, or other information stored on or transmitted through its electronic devices, services, or systems. Employees should have no expectation of privacy in such content or when using corporation-owned or funded electronic devices, services, or systems. All information on LSC-owned or funded electronic devices, services, and systems may be monitored, accessed, deleted, or disclosed at any time without the employee's permission. LSC further has the right to limit, block, track, remove, and record access by any employee when using LSC systems and when accessing any information on the Internet.

Use of a personal electronic device for work purposes obliges the user to make work-related information stored on or transmitted through the device available to LSC and, possibly, other parties, on request in certain circumstances, e.g. in response to an investigation, a subpoena, or a Freedom of Information Act (FOIA) request (see the section on FOIA below). LSC may also monitor, access, and disclose work-related information stored on or transmitted through a personal device. If this level of access to a user's personal device is unacceptable to the user, then the user should decline to use a personal device for work purposes.

Section 8.08 Proper Care of Electronic Devices.

Electronic devices can break and are easily stolen or misplaced. Employees who are provided electronic devices, or who borrow corporation equipment, should follow these guidelines when using them:

Keep your phone or laptop with you at all times when you are not in a secure location. Secure locations include office environments (grantees' or businesses'), where it is acceptable to walk away from a laptop that is plugged in at a desk or table. Insecure locations, where the devices should never be left unattended, include coffee shops, airports, and hotel lobbies. If you are in such a location and need to step away from your seat, take the device with you. Carry the equipment in a backpack or shoulder bag with other items to ensure that it isn't forgotten.

Treat the equipment with care, making sure not to drop or damage it. Keep it away from liquids. Store the equipment in padded or otherwise protective coverings.

Do not check corporation owned devices when traveling; carry them on with you.

OIT will provide limited, discretionary support for personal devices that are used for work purposes. OIT will assist in setting up work components, such as email, and help with backup issues and information transfers (such as moving work-related photos from a smartphone to an LSC system). Help with non-work apps and system upgrades will be provided only as time allows.

Section 8.09 Employee Obligations When Using Electronic Devices.

Employees using corporation-owned or funded laptops must bring them into OIT once every three months to ensure that the system and virus software are up to date and routine maintenance can be performed.

Employees must promptly return corporation-owned electronic devices and systems when there is no longer a demonstrated business need for them, or when the employee is leaving the corporation. All phones, personal and corporate, will have work-related data securely removed by OIT staff once the business use of the phone is terminated.

When performing routine maintenance on corporation-owned devices, OIT may reformat electronic devices or return them to their original configuration. Accordingly, employees must save all work-related files that are stored on corporation-owned electronic devices to the LSC document management system or another network-based location. Employees should not store personal files on LSC electronic devices and, if they do, they are solely responsible for keeping backups. LSC is not responsible for the loss of personal files.

Stolen or lost devices must be reported immediately to OIT in order to protect any confidential information that may have been stored on the device. LSC will replace one dedicated or loaned device that is lost, damaged, or stolen. However, in subsequent instances where the loss, damage, or theft is attributable to the employee's lack of proper care of the device, LSC management reserves the right to charge the employee for the cost of a replacement device.

Section 8.10 LSC Security Measures.

LSC reserves the right to erase data, such as LSC email and work-related voicemail messages that are stored on any corporation-owned or funded electronic device. Employees using corporation-owned phones or corporation-funded devices will be required to install any applicable application that LSC OIT specifies in order to enable this. OIT will seek to remove only the business data, not personal data, and do so only in cases where the data is potentially

compromised, such as the loss or theft of the phone. LSC's security software will also allow LSC to possibly recover lost or stolen equipment by tracking the location.

Employees must take reasonable precautions when using devices with sensitive information. Using an available security feature to lock a phone after 60 seconds of inactivity is required, as is using a password to log into a laptop. When using USB sticks to store data while away from the office, sensitive data should be encrypted. OIT provides software and training for this purpose. LSC will soon be requiring dual authentication access to our remote access servers. Also highly recommended: Using Secured Socket layer (SSL) connections to websites with sensitive data; avoiding free wifi at airports and cafes when possible, as it is highly insecure; and not leaving electronic devices unmonitored in public places, where they can potentially be stolen.

In addition, LSC will evaluate security upgrade options as provided by LSC's preferred provider and upgrade devices as appropriate.

Section 8.11 **Personal Data, Corporation Data, FOIA, and Congressional Inquiries.**
LSC is subject to the Freedom of Information Act (FOIA) and congressional oversight. Thus, business information stored on corporation- or individually-owned electronic devices is potentially subject to disclosure pursuant to a FOIA or congressional information request. While personal, non-work related information is generally not subject to the disclosure requirements of the FOIA, it is possible that personal data on a corporation-owned or funded device might nevertheless be disclosed or need to be searched in response to a FOIA request or congressional inquiry (whether inadvertently, or in cases where personal information is inextricably commingled with responsive work-related information).

In most cases the FOIA officer will ask the employee(s) most likely to have the relevant information to produce it, rather than conducting a global search of LSC's systems or devices. An employee who either uses a corporation-owned device to store personal data or a personal device to store corporation data should be aware that there is a possibility of such disclosure and find an alternative solution (such as using multiple devices) if this is unacceptable to them.

Article IX. Outside Employment

Section 9.01 Policy.

LSC expects each employee to devote full time and attention to completing his or her LSC assigned duties and responsibilities during the work day. LSC recognizes that, at times, an employee may wish to pursue secondary employment outside of his or her LSC designated work hours. In such instances, LSC will permit an employee to engage in non-LSC-related work provided that the conditions below are met.

Section 9.02 Approval Process.

The employee must complete the Outside Employment Request Form (see eWeb – Forms/OHR Forms/LSC Outside Employment Request Form) and deliver it to his or her manager. The manager will forward the request to the Ethics Officer for review. Employees engaged in outside employment at the time of the adoption of this Employee Handbook must provide notice to their managers at the time the Employee Handbook is adopted. Such employment will be approved unless it presents a clear conflict with LSC policy or regulations.

The Ethics Officer will review the request to ensure that the outside employment satisfies the following conditions:

- The work does not interfere with or affect the employee's performance of his or her LSC duties and responsibilities.

- The work does not interfere with or affect in any way, either directly or indirectly, any other employee's performance of his or her LSC duties or responsibilities.

- The work is not with an LSC grantee, subgrantee, vendor, or consultant.

- The work does not in any way conflict with or violate the LSC Act, its implementing regulations, or other applicable law; does not lead to the assumption that such activity is sponsored by or related to LSC's official operations; is consistent with LSC's Conflict of Interest policy; or compromise the interests of LSC in any other way.

- The work does not involve the use of any LSC resources, equipment, or services, and is performed on the employee's own time either before or after his or her regularly scheduled LSC work hours or during the employee's lunch break.

The Ethics Officer will request any additional information needed to make a decision, and may contact the outside employer if needed. The Ethics Officer will issue a decision to the employee and his or her manager within five (5) business days of receipt of the request or additional information, whichever is later occurring, or will promptly advise all concerned if additional time is needed and provide an estimated completion date. If the request for outside employment is denied, a written explanation for the denial will be provided.
The employee may appeal a denial to the LSC President. The appeal must be in writing, and the LSC President or his or her designee will respond within five (5) business days or may request additional time to respond. If the President does not respond within five (5) business days or within any approved extension, the employee's appeal is granted.

Section 9.03 Withdrawing Prior Approval.

If an employee's outside employment appears to negatively impact the employee's performance, the employee's manager will discuss it with the employee. If after consultation with the employee the manager determines that the outside employment is still negatively impacting the employee's performance, the manager will consult with the President or his or her designee. The President or his or her designee will re-evaluate the outside employment request, and LSC's approval of the outside employment could be restructured or withdrawn with a written explanation to the employee.

Section 9.04 Identifying Outside Employment on LSC Job Application.

The LSC Employment Application will direct a prospective employee to identify any work he or she wishes to continue if hired. Prior to offering LSC employment to any such candidate, the prospective employee must complete the Request for Outside Employment Form. An offer of employment only will be extended after the review process is completed and a final determination made. (The foregoing does not in any way limit or define the requirements under the Prior Representation Policy set forth in the Employee Handbook.)

Section 9.05 Notice of Changes in Outside Employment.

If at any time following approval of an outside employment request, the hours, duties, location, or other significant component of the outside employment change, the employee has an affirmative obligation to provide timely written notice of the change(s) to the Ethics Officer.

Article X. Leave

Section 10.01 General Policy.

LSC and the Union support and encourage the use of leave to provide work-life balance, enhance productivity for employees and LSC, and as a significant benefit in the event of injury, illness, or other unforeseen circumstances. Consistent with this view is the understanding that employees and managers must maintain ongoing communication about leave use, absences, and the employee's ability to complete assigned work.

Section 10.02 Advance Written Notice Required.

When a covered employee knows in advance that he or she will need to take leave, the employee must provide his or her manager with reasonable advance notice, and will endeavor to provide as much notice as possible. The parties recognize that ample advance notice will facilitate effective planning to ensure that the work can be completed and leave can be taken; the longer the time away from the office, the more notice should be provided. Whenever possible, managers will adjust employees' workloads so that employees can use their leave to the greatest extent possible.

Section 10.03 Unexpected Absences and Leave Designations.

In the case of an unexpected absence, a covered employee must notify his or her manager or designee. The means of contact will be determined by the manager, or his or her designee. Messages left with co-workers are not an acceptable substitute for communication with the manager, or his or her designee. An employee is not required to explain personal details of an illness or absence, but must provide his or her manager with an acceptable reason and identify the kind of leave being taken (e.g., sick, vacation, personal, etc). It is understood that travel to and from a medical appointment may be charged to sick leave. Employees should endeavor to schedule their appointments to minimize disruption to LSC business.

Section 10.04 Procedures and Criteria for Approving Leave Requests.

Managers must respond to leave requests as soon as practicable and, absent extenuating circumstances, not later than five (5) business days after receipt of the request. The parties encourage open communication and discussion to bring finality to requests.

Managers will evaluate and decide leave requests based upon the legitimate business needs of LSC, the reasonableness of the notice provided, and the employee's leave history (e.g. if there are patterns that may suggest abuse), and other objective criteria, including the nature of the need for or interest in leave (e.g,. family emergency). Each manager will evaluate and determine what the work needs are during peak vacation times (e.g., around holidays). When there are competing leave requests and the manager has determined that legitimate business needs dictate that not all of the requesting employees can be away from the office at the same time, tiebreaking factors may include length of tenure, equitable examination of past leave use,

"first-come first-served," the need of employees to expend "use or lose" leave, and overall leave balance. Alternately, employees may be asked to agree amongst themselves on a satisfactory resolution. Upon request, managers must be able to furnish a written reasonable justification for a denial. An employee may submit an informal appeal of a denial to the OHR Director. Such an appeal does not preclude initiating a formal grievance.

Section 10.05 Use or Lose Leave.

If by November 15th, an employee submits a leave request to use his or her "use or lose" vacation leave, and that request is denied based on the legitimate business needs of LSC, the employee may carry over to the next year the hours of "use or lose" vacation leave that would have been used, subject to the following requirements:

- The annual carryover is capped at 63.75 hours per calendar year
- Hours carried over are valid only for one year
- If employment terminates within the first quarter of the following year, the maximum vacation hour pay is 240 hours

In lieu of carrying over vacation leave hours, an employee may opt to convert his or her "use or lose" vacation leave into sick leave to replace any sick leave used during the year.

Section 10.06 Leave without Pay (LWOP).

(a) Short-Term LWOP for up to Ten Consecutive Work Days. Once during each 24-month period, a full-time employee who has been employed for at least six (6) months may request LWOP of up to ten (10) consecutive work days by requesting the leave in the same manner as vacation leave. The employee's manager will evaluate the request using the factors governing approval of vacation leave. The employee must have exhausted all other leave before a short-term LWOP request will be considered. If approved, a short-term LWOP form will be filed with OFAS.

During a short-term LWOP, an employee may continue his or her benefits, provided that the employee pre-pays his or her portion of any premium(s) due.

(b) Long-Term LWOP for up to Six Months. Although discouraged outside of the federal or DC Family Medical Leave Act context, in extraordinary circumstances, a full-time employee, who has been employed for at least one (1) year may request up to six months of LWOP per twenty four (24) month period. Authorization of leave without pay for more than ten (10) consecutive days is within the discretion of management without regard to the criteria governing approval of vacation leave.

A request for leave without pay for more than ten (10) consecutive days must be approved by the manager and the President. If permitted by the insurance carrier(s), benefits coverage will continue for an employee on leave without pay provided the employee pre-pays the employee portion of any premiums due.

(c) Vacation Accrual while in LWOP Status. An employee on short- or long-term LWOP will not accrue vacation or sick leave or receive employer 403(b) contributions while in a non-pay status.

(d) LWOP decisions not arbitratable. Management decisions on LWOP requests are discretionary and may not be submitted to arbitration under Article 4 of this Agreement.

Section 10.07 Vacation Leave.

All requests to use vacation leave are subject to advance written approval by the employee's supervisor. Employees on vacation are not expected to perform LSC work and may not be required to do so. Vacation leave may be taken in full-day increments or in increments as small as 30 minutes.

(a) Accruing Vacation Leave. All regular employees are eligible to accrue and use vacation leave from their date of hire based on the following criteria:

- **Full-time employees** earn 4.69 hours per pay period during their first and second years of employment and 6.25 hours per pay period during their third and subsequent years of employment. Employees hired at the Director level and above will earn 6.25 hours per pay period from the beginning of their employment. Employees who are rehired by LSC will be credited with previous service towards vacation leave accrual.
- **Part-time employees** earn vacation leave on a pro-rata basis, depending on the number of hours scheduled to be worked.

(b) Advancing vacation leave. Vacation leave may be advanced up to the amount that would have been earned by the end of the calendar year in exceptional circumstances with approval of the office director and Director of HR. Under ordinary circumstances, repayment is made by future accruals of vacation leave. However, the employee will be required to sign an authorization to deduct the cash equivalent of any vacation advanced from the employee's final paycheck should the employee leave LSC's employ prior to the time such advance has been fully repaid.

(c) Carrying-over vacation leave. Employees may carry-over up to 240 hours of unused accrued vacation leave per year. However, in the interest of maintaining a highly productive workforce, LSC encourages employees to use at least some of their leave during each calendar year.

(d) Payout upon separation. Employees will be compensated for up to a maximum of 240 hours of unused accrued vacation leave upon separation from employment with LSC.

Section 10.08 Sick Leave.

Sick leave may be used for a personal illness or medical appointment or the illness or medical appointment of a family member. The use of sick leave may be requested either in daily increments or in increments as small as 30 minutes. To the extent possible, sick leave should be scheduled in advance. In accordance with LSC's Attendance Policy, a doctor's certificate may be requested for absences of three consecutive work days or more. Additionally, LSC may require a doctor's certificate for single-day absences where a pattern of excessive absenteeism is identified. In such instances, the certificate must be presented upon returning to work and must specify the dates the employee or a family member was ill or disabled and the return-to-work date.

(a) Accruing sick leave. All regular employees are eligible from their date of hire to accrue and use sick leave as follows:

- **Full-time regular employees** accrue 4.07 hours per pay period.
- **Part-time regular employees** accrue sick leave on a pro-rata basis, depending on the number of hours worked.

(b) Carrying-over sick leave. Sick leave may be accrued and carried forward without limitation.

(c) Advancing Sick Leave. Up to thirty (30) days sick leave may be advanced in a calendar year in exceptional circumstances with the approval of the office director and the Director of HR. Advancement of sick leave is appropriate only in situations where all of an individual's combined accrued sick and vacation leave has been exhausted. Repayment of the advanced sick leave will be made by future sick leave accruals. Upon advancement of sick leave, an employee must authorize LSC to deduct from the final pay check any amount of leave that has not been fully repaid should employment terminate prior to fully repaying the advanced leave.

(d) No payout upon separation. Upon termination, employees will not be paid for unused sick leave under any circumstances.

Section 10.09 Shared Leave.

LSC recognizes that employees may have a family health related emergency or a personal crisis that results in the need for additional time off in excess of their available leave balances. To that end, the LSC Shared Leave Policy was developed to help reduce the stress associated with a personal crisis or health related emergency. In addition, the intent of this policy is to assist employees in situations that may have normally resulted in loss of pay for employees.

(a) Definitions

Family Health Related Emergency – Critical or catastrophic illness or injury of the employee or a family member that poses a threat to life, requires inpatient or hospice care, and/or causes a physical/mental impairment. Family member is defined as:

- Spouse, and parents thereof;
- Children, including adopted children, and spouses thereof;
- Parents;
- Brothers and sisters, and spouses thereof;
- and
- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Personal Crisis – A personal crisis of a severe nature that directly impacts the employee. This may include a natural disaster impacting the employee's primary residence such as a fire or severe storm.

(b) Guidelines. Under the following conditions, an employee may be eligible to receive shared leave from other employees:

- The employee faces a family health related emergency or an extended personal crisis;
- The employee has less leave available, including time that will accrue during the crisis, than the anticipated time away from work when sick leave, vacation leave, personal leave and compensatory leave are combined; and
- The Director of HR finds that the employee meets the above criteria for such sharing.

Employees desiring to share leave may share vacation leave up to a maximum of 50% of the leave the employee has available. No employee may share leave that reduces the employee's own vacation leave to less than 75 hours or combined sick and vacation leave to less than 150 hours.

Employees are prohibited from donating leave to their immediate supervisor or any member of management in their chain of command or coercing others to participate in the shared leave program.

(c) Approval Procedures

1) To request approval to receive shared leave, an employee must submit to the Director of HR a written request stating the nature of the crisis or emergency, and any available documentation, the extent of leave of each type that the employee has available and the length of absence that the employee anticipates, to the extent the length of the absence may be determined. The maximum amount of leave that an employee can receive for a personal illness is 30 days per occurrence, which would cover the elimination period for disability benefits.

2) The Director of HR will discuss the employee's need for leave with the supervisor upon receipt of the appropriate written consent from the employee, pursuant to requirements of the HIPAA Privacy Rule; discussion of personal health information (PHI) is prohibited without the expressed written authorization of the employee. In the event an employee elects not to provide such written consent, the discussion with the supervisor will be limited to the fact that the employee has a family health related emergency or a personal crisis and needs to receive an estimated amount of shared leave.

3) The Director of HR will determine whether or not the person meets the eligibility criteria for shared leave and will inform the employee and the supervisor of the determination.

4) If the request is approved, the Director of HR will notify all LSC staff that the named employee has qualified for shared leave. Employees desiring to share leave must provide the Director of HR a written notice within 10 days that they are willing to share vacation leave and the specific amount of leave they are willing to share. The donor of shared leave may elect to remain anonymous and confidentiality will be maintained to the greatest extent possible.

5) The Director of HR will verify the availability of the leave and notify payroll to transfer the leave from the donor to the person approved to receive the leave. All related forms and documents will be maintained in the Office of Human Resources.

6) Once the employee receiving the shared leave returns to work, meets the elimination period for short-term or long-term disability under LSC benefit plans or leaves LSC employment, eligibility for shared leave terminates, and the Director of HR will review the employee's leave balances. If the employee's leave balance is more than the amount of leave available to them at the time the request for shared leave was made, the Director of HR will arrange to transfer a pro rata share of the leave donated back to all donors.

Section 10.10 Other Leave Benefits.

Leave benefits not addressed by this Agreement but offered under the Employee Handbook as of the effective date of this Agreement, remain unchanged. For ease of reference, those provisions are set forth on eWeb – Resources/Policies & Procedures/Collective Bargaining Agreement. Future changes are subject to Section 16.02.

Article XI. Performance Management

Section 11.01 Purpose and objectives of LSC's performance management process.

The performance management process is intended to be fair and yield employee performance assessments and performance plans based on a review and analysis of available employee work. The parties recognize the importance of discussions between managers and employees regarding performance throughout the year. These conversations provide timely opportunities to identify specific performance challenges, acknowledge successes, explore new growth opportunities, and address other issues. LSC conducts annual performance assessments of all employees, which should be completed no later than three months following the conclusion of the assessment year, or at such other times as necessitated by circumstance. The performance management process helps accomplish the following:

- Provide periodic appraisals of work performance to determine if employees are meeting reasonable workplace standards and goals.
- Provide managers and employees with the opportunity to identify strengths and areas for growth for the purpose of improving employee performance and developing new skills.
- Provide employees with performance expectations and notice of current performance, and encourage employees to seek creative solutions and push to reach identified goals.
- Provide a clear record of decisions about potential rewards and consequences.

The parties recognize the importance of addressing performance deficiencies in a timely manner and will endeavor to address performance deficiencies with employees promptly to allow a reasonable opportunity for correction before the annual assessment.

Section 11.02 Assessment process.

The assessment of employee performance is a dynamic process that requires regular interaction and communication between a manager and his or her staff members. The manager's assessment of an employee's performance will be based on a review of the employee's performance of the duties outlined in his or her position description, as well as of projects and assignments set forth in the annual performance plan that is jointly created by the manager and employee and the eight core competencies that undergird our work. If an employee assumes a new position and performs in it for more than three months during the assessment period, his or her assessment will reflect the work performed under both the former and the new positions.

The parties recognize that the manager may delegate to the appropriate level manager the responsibility for completing assessments of his or her staff, but that the manager remains responsible for ensuring that all assessments are completed in accordance with the performance management process. Whenever a manager intends to delegate this responsibility, he or she will provide written notice to the affected staff before the review

period begins, including whenever the manager intends to share the review responsibility for either the entire assessment year or a subsection of it.

Section 11.03 Training.

Before the commencement of the annual assessment cycle, employees will receive training on the performance assessment process, which will include a review of the process for creating a performance plan, as well as the core competencies and the standards reflected in each of the performance ratings. Thereafter, employees will receive training to address any changes made to the performance management process.

Section 11.04 Performance Plans.

Each year, each manager will draft an office performance plan that identifies office goals and activities, performance standards, timelines, and how office goals and activities serve LSC's strategic goals. Following approval of the office performance plan by the President, and prior to creating individual employee performance plans, the manager will meet with his or her staff to review and share copies of the office performance plan.

Each year, the manager, or the designated manager, will draft an annual performance plan for each member of his or her staff. The employee performance plan identifies the work, consistent with the employee's position description, that the employee is expected to perform and how that work relates to the office performance plan and to LSC's strategic goals. The employee performance plan will identify performance standards that can be expressed in terms such as quantity, quality, timeliness, process, product, or other measure of performance that set forth the performance threshold or expectations that the employee must achieve to Meet Expectations. Employee performance plans will also identify areas for training and development that can be used to help the employee improve performance and grow. The manager will discuss the proposed performance plan with each employee and make any agreed-upon changes. The performance plans will then be reviewed by the OHR Director and, for offices that report to the Vice President for Grants Management, by the Vice President for Grants Management. The final performance plan will be delivered to the employee by the manager no later than March 31st.

In the case of a disagreement about the content of an employee performance plan, the manager will make the final decision. If the employee has concerns about the performance plan, he or she can discuss the matter with the OHR Director.

Managers will share with employees any changes that are made to the office performance plan. The manager will update and make modifications to an employee's performance plan, as necessary, to reflect changes after the plan is formulated, such as a shift in priorities or revised performance standards. The manager will discuss with affected staff all new assignments and all necessary updates, adjustments, and modifications to the performance plan, prior to implementation.

Section 11.05 Six-month Check-in.

At the conclusion of the sixth month of the annual assessment period, each employee will have an informal check-in with his or her manager of at least 15 minutes to review progress and identify any issues or concerns. The check-in will be documented on a simple form to capture the manager's assessment of performance to date. If an employee disagrees with this check-in document, he or she may submit a written response to his or her manager. The manager will

review and reply to the response. Both the employee response and the manager's reply will be appended to the six-month check-in document.

Section 11.06 Self-Assessment.

The assessment process also includes an employee self-assessment that allows an employee to assess him or herself on the completion of the work set forth in the performance plan and position description by assigning a performance rating and drafting an explanatory narrative for each of the eight core competencies. The employee will use the self-assessment to characterize accomplishments since hire or the last review date, including goals met or additional achievements above and beyond expectations. The self-assessment also gives the employee an opportunity to describe challenges overcome, lessons learned, and offer suggestions for how his or her manager can provide additional support. The retrospective self-assessment will be completed by each employee within the last quarter of each calendar year, and may be supplemented after the close of the last quarter, but no later than January 15. Each manager will review his or her employee self-assessments prior to completing the employee assessments (Manager's Assessment of Employee).

Section 11.07 Colleague Feedback.

The assessment process is designed to provide an opportunity for each employee to receive a performance assessment that incorporates feedback from his or her manager, as well as from coworkers who are well-positioned to contribute to a comprehensive assessment of the employee's performance. On a form provided by OHR, each employee will have the opportunity to present his or her manager with the names of the three individuals (and two back-ups) best-positioned to offer feedback on the various aspects of the employee's performance and indicate why the employee selected these individuals. The manager will solicit feedback directly from all or a subset of these individuals, using a Colleague Feedback Form provided by OHR. Even in the absence of employee input, the manager will make reasonable effort to solicit feedback from at least three individuals and will advise employee of the names of those from whom feedback is being requested. No employee will be compelled to provide feedback on another employee. The assessed employee will not have access to completed Colleague Feedback Forms, and any information from them that his or her manager uses in the assessment will, to the extent possible, be presented by the manager so as not to enable the employee being assessed to identify the author of the comment.

Section 11.08 Annual Assessment.

Each manager will draft an assessment for each of his or her employees which includes a performance rating and a narrative for each of the eight core competencies that will reflect how the employee met the expectations outlined in the performance plan and position description. The assessment will capture accomplishments realized and challenges overcome, as well as identify any deficiencies or areas in which the employee needs to improve and develop. The assessment also will include an overall rating for the employee with a supporting narrative. The manager will submit the assessments to OHR for review. OHR will address with the manager any concerns about the assessments. Following OHR's review, the manager will submit the assessments to his or her supervising manager, or the supervising manager's designee, for review. The manager will, as necessary, revise the assessments to reflect any appropriate changes. The OHR and supervising manager reviews will focus on whether the assessment narratives provide the level of detail and specificity necessary to support the assigned rating, as

well as on whether managers are consistently applying and interpreting the performance ratings.

Each employee will receive his or her assessment at least two business days prior to meeting with the manager. The employee will acknowledge receipt of the assessment. During the meeting, the employee and manager will review the assessment and the employee may raise any concerns. After hearing the employee's concerns, the manager may revise the assessment, or will affirm the initial assessment, and will provide the employee with his or her final written assessment.

Section 11.09 Manager Review.

The process also provides for upward feedback, and each employee may provide a leadership assessment of his or her manager(s). For those employees who elect to participate in this review, all reasonable efforts will be made to preserve confidentiality and to present comments so as not to reveal the identity of the author. At times, however, management may be required to reveal an employee's identity to address a serious concern or violation. Employees will be strongly encouraged to openly participate in this process as knowing the employee's identity will provide needed context and render the information provided in the leadership assessment more useful to the manager's supervisor.

Section 11.10 Ratings.

Employees will be assessed on each of the core competencies that form the basis of the assessment and will be assigned one of four performance ratings for each of the competencies. The ratings are: Exceeds Expectations, Meets Expectations, Needs Improvement, and Unacceptable.

Section 11.11 Review of assessment process.

If an employee disagrees with the final written assessment, within thirty (30) days he or she may submit a written response, which will be appended to the final written assessment. The employee may also file a written appeal to the LSC President or his or her designee within fifteen (15) days of receipt of the assessment. All documents used by the office head in preparing the assessment will be provided to the LSC President or his or her designee as part of the appeal process. Within thirty (30) days, the LSC President or his or her designee will respond in writing to the appeal. The LSC President has the authority to change the final written assessment.

An employee may file a grievance if he or she believes that the assessment process was not followed. An employee may not file a grievance if he or she disagrees with the content or rating in the six-month check-in or in the final written assessment.

Section 11.12 New Employee Review.

New employees will be assessed using a modified version of the standard assessment form and will receive a 45-day check-in and a 90-day assessment. New employees will receive training on the assessment process and an interim performance plan within fifteen (15) days of hire. New employees will be folded into the regular assessment cycle as soon as practicable based on date of hire.

Section 11.13 Performance Pay.

In the event LSC would like to introduce a financial reward for performance program, LSC will discuss the matter with the Union and bargain as necessary.

Section 11.14 Consequences of Inadequate Performance.

Discussions between managers and employees regarding performance throughout the year are designed to provide an employee with notice of how he or she is performing, address issues, review expectations, and identify actions needed, including possible training, to improve performance. At its discretion, LSC may elect to place an underperforming employee on a formal Performance Improvement Plan (PIP), which is designed to assist and support the employee in his or her efforts to improve identified performance deficiencies during a specified time period. The PIP process is set forth in section 10.7 of the Employee Handbook.

When determining the appropriate response to an assessment of inadequate performance, LSC will consider, among other things, the quality of the employee's overall performance, whether the identified deficiencies during the review period are inconsistent with prior performance, the level and nature of the notice of performance deficiencies provided to the employee during the course of the review period, and evidence of the employee's success in remediating the identified issues and concerns.

Each situation related to deficient performance must be evaluated individually and, in instances involving serious deficiencies or mistakes, it may be necessary to discharge the employee immediately. The employee will receive written documentation of any performance-related action being taken against him or her.

Section 11.15 Performance Management System Administration.

OHR is responsible for ensuring compliance with the process. Any questions regarding the performance assessment process should be directed to the OHR Director.

Article XII. Employee Development

Section 12.01 General Policy.

The parties recognize the importance of professional development and training and are committed to working together collaboratively and creatively to develop and identify training and professional development opportunities and resources for employees. These opportunities and resources are designed to address employee performance deficiencies; new employee training requirements; new skill acquisition necessitated by changes in duties/position or when LSC adopts new business practices, systems, or technologies; as well as appropriate opportunities identified by employees who wish to develop new skills and grow in their positions at LSC. A cornerstone of this approach will be the utilization of the performance management process, including office and employee performance plans, to identify the areas in which employee improvement and growth and new skill acquisition are required. To the extent practical, LSC will provide access to onsite or other local training opportunities for employees.

Section 12.02 Administration.

In order to realize the maximum benefit from training and development opportunities, the employee must take full advantage of resources offered by LSC that are appropriate for his or her position, and any training proposed by the employee must be consistent with the

employee's performance goals identified in the performance plan. An employee's manager must facilitate the employee's participation by making necessary scheduling allowances and supporting the process. The availability of financial resources will affect the availability and choice of training and professional development resources. $500 has been allocated for each administrative staff member and $1,000 has been allocated for each professional staff member each year. On a case-by-case basis, OHR and the respective department will entertain any employee training and professional development request that exceeds the per annum amount budgeted to the requesting employee. Management determinations about appropriate training opportunities are discretionary and not subject to arbitration under Article 4 of this Agreement. OHR will coordinate and manage department-specific training, as well as LSC-wide training, and will endeavor to create a catalog of available training resources and opportunities, and will inform employees of the same.

Article XIII. Discipline and Discharge

Section 13.01 Potential Disciplinary Actions.

LSC will provide employees who are the subject of an investigation that may result in discipline with a Notice of Union Rights that has been jointly developed and approved by LSC and the Union. LSC will notify the Union when an employee who is the subject of an investigation that may result in discipline requests union representation.

Section 13.02 Discipline or Discharge for 'Just Cause' Only.

LSC has the right to discipline or discharge any employee for just cause. Just cause includes, but is not limited to, theft; dishonesty; insubordination; abusive communications with a manager, coworker, or other third parties, such as grantees or vendors; physical violence; violations of applicable law committed during duty, whether on LSC premises or while on LSC business; violations of applicable law committed outside of work, when the misconduct has a clear connection to the employee's ability to perform his or her duties; intoxication while on duty; possession of or working under the influence of illegal drugs; falsification of records; excessive tardiness or absenteeism; refusal or continued failure to obey LSC policies, rules, or procedures; or actions endangering the safety of others.

Section 13.03 Disciplinary Determinations.

When determining the appropriate level of discipline to impose, LSC will consider, among other things, the seriousness and frequency of the employee misconduct. LSC practices progressive discipline and will use progressive discipline to help an employee understand that a conduct or behavior issue exists and to provide an opportunity for improvement. LSC also recognizes that each situation warranting discipline must be evaluated individually and that, in instances involving serious offenses, it may be necessary to initiate the process at a higher level of discipline or to immediately discharge the employee.

When LSC believes just cause exists to institute disciplinary action, it will have the option to assess the following discipline:

- Oral Reprimand
- Written Reprimand
- Suspension
- Discharge

In cases where retaining the employee on duty may allow continuing injury to others or be disruptive to normal business operations, the OHR Director may immediately place the employee on paid administrative leave pending further investigation.

If LSC has reason to discipline an employee, it will do so privately and in a manner that will not embarrass the employee before other employees or the public.

Section 13.04 Disciplinary Action Notices.

Any disciplinary action imposed on an employee, with the exception of oral reprimands, will be memorialized in a written Disciplinary Action Notice and delivered to the employee. The Disciplinary Action Notice will include the following:

- written notice of the action;
- articulation of the applicable misconduct;
- a specific statement of the evidence supporting such misconduct;
- a record of any prior disciplinary action(s) taken against the employee consistent with Section 13.07;
- if applicable, an articulation of the specific action steps required of the employee to remediate the issue;
- the effective date of the disciplinary action;
- if applicable, the duration of the suspension; and,
- a signature block.

The employee will be asked to sign the Disciplinary Action Notice; the employee's signature is only to acknowledge receipt. If the employee refuses to sign, a third party witness will sign to verify delivery.

In the case of an oral reprimand, following the manager's meeting with his or her employee to deliver the oral reprimand, the manager will confirm its delivery by sending an email to the disciplined employee. The email will include only the date and topic of the oral reprimand.

Section 13.05 Grieving Disciplinary Decisions.

Employees may grieve any disciplinary action or measure other than an oral reprimand. (Employees may file a written reply to any oral reprimand.) But when an employee:

- uses physical violence or force against another person;
- intentionally misuses LSC credit and travel cards,
- misappropriates LSC funds, and
- acts to defraud or steal LSC property or resources, including through falsification of time sheets, invoices, and expense reports

his or her grievance rights will be limited as set forth in Article 4.05 (Step Three, Section 5) of this Agreement.

Section 13.06 No Waiver.

LSC's failure to discipline or discharge an employee for violating rules or policies will not constitute a waiver by LSC of its right to discipline or discharge employees for the same or other violations.

Section 13.07 Old Disciplinary Actions not Precedential.

Disciplinary actions filed in an Employment Relations File or Official Personnel File (see Article 15), will not be used after thirty-six (36) months to justify subsequent disciplinary action, except for a related or recurring offense.

Article XIV. Reductions-in-Force and Recall Rights

Section 14.01 General Provisions.

The parties jointly recognize the desirability of maintaining employment stability. Both also recognize that occasions may arise where adjustments of the work force may be necessary; e.g., transfer of function, reorganization, budget shortfalls.

Section 14.02 Definition.

A reduction-in-force (RIF) is the process by which employees are permanently separated from their position for good-faith economic or business-related reasons. While changes in employee work status contemplated through furlough, demotion (other than for disciplinary reasons), reorganization, or a, reclassification due to changes in duties do not constitute RIFs, the proposal of any such changes will trigger the notice and bargaining obligations set forth below with respect to RIFs.

Section 14.03 Notification of RIF to Union and Affected Employee.

When management decides to undertake a RIF, the Union will be informed at least sixty (60) days prior to the proposed effective date, unless emergency circumstances make advance notification impossible (e.g., an act or inaction of Congress). The parties will use this 60 day period to negotiate the terms and effects of the RIF according to the provisions of this agreement. They will work collaboratively to schedule meetings to accommodate work/travel schedules and recognize that due to conflicts in schedules and pressing work needs, changes in the bargaining period may be warranted. When such circumstances arise, the parties may change the bargaining period by mutual agreement. The written notice will include:

- the reasons for RIF,
- the approximate number and types of covered positions affected,
- other covered positions that may be impacted,
- the proposed effective date of the action,
- documents related to the circumstances necessitating the RIF, and
- an invitation to the Union to discuss the proposed RIF and answer any questions.

The parties understand the importance of maintaining the confidentiality of any proposed RIF during the pendency of negotiations and prior to LSC's official announcement of an action, and will ensure that all inquiries to third parties for information and input needed to analyze or formulate a response are made discreetly and on as limited a basis as practicable. Documents designated by management as confidential may be subject to a mutually agreeable confidentiality agreement.

Employees whose positions are eliminated due to a RIF will be given written notice of their separation from service at least thirty (30) days prior to the effective date of the separation.

Section 14.04 Management Authority and Bargaining Obligations.

LSC has the exclusive authority to decide when to undertake a RIF (and the other changes in work status referenced in Section 13.02). When considering a RIF, LSC will make good faith efforts to avoid layoffs. The Union and LSC will explore alternatives to minimize any proposed action's impact on employees. Such alternatives may include employee transfers to other offices, reassignments to other positions, furloughs, salary and benefit reductions, employment status changes (i.e. from full-time to part-time status), suspension of the use of independent contractors and temporary employees, hiring freezes, early retirement, employee transfers, technology innovations, voluntary layoffs, and any other alternative. For actions taken under emergency circumstances, the Union will be given the opportunity to bargain over those changes or actions that are not required by the emergency.

LSC may solicit and accept voluntary layoffs before implementing involuntary layoffs. Such employees will be treated as a laid off employee and receive all benefits pursuant to this Agreement.

Section 14.05 Selecting Employees for RIF.

If the above process does not achieve LSC's stated goals, LSC will conduct a RIF. Similarly classified employees (e.g., all Program Counsel II in a particular office) in the office designated for action will be assessed based on a numerical ranking system that evaluates the following factors: performance, specialized skills and qualifications, and length of LSC service, except where funding requirements, grant conditions, or other extenuating circumstances mandate exceptions to this process.

- Performance will be assessed by averaging employees' overall performance management assessment ratings for the past three years, as available.
- LSC will have sole discretion to assess specialized skills and qualifications of employees.
- Length of LSC service will be assessed in increments.

Scores will be calculated using the following rubric:

Factor	Metric	Points Assigned
Performance (average of past 3 year's performance management assessments)	Exceeds Expectations	35
	Meets Expectations	25
	Needs Improvement	10
	Unacceptable	0
Specialized Skills and Qualifications (e.g., licenses, advanced degrees, certifications, language capacity pre-identified)	Value of the specialized skill or qualification. Skills would have values of 1-5	Variable 10
Length of LSC Service (Maximum of 55 points)	25; 25+ years	55
	24 years	53
	23 tears	51
	22 years	49
	21 years	47
	20 years	45
	19 years	43
	18 years	41
	17 years	39
	16 years	37
	15 years	35
	14 years	33
	13 years	31
	12 years	29
	11 years	27
	10 years	25
	9 years	23
	8 years	21
	7 years	19
	6 years	17
	5 years	15
	4 years	12
	3 years	9
	2 years	6
	1 year	3

Employees will be ranked by their total score in descending order. Employees will be laid off from lowest scoring employee to highest scoring employee. Ties between employees will be resolved by the use of hire date, with the tie going to the first hired employee.

An employee's classification for RIF purposes is determined by the position of record listed in the employee's personnel file on the date LSC gives notice to the Union of its decision to undertake a reduction-in-force.

Section 14.06 Benefits for Employees Subject to RIF.

(a) Economic RIFs. Employees laid off because of an economic RIF will be paid severance pay at rate of ten (10) hours per year of service, not to be less than two (2) weeks, nor to exceed 6 weeks.

(b) Business-Related or Non-Economic RIFs. Employees laid off because of a business-related or noneconomic RIF will be paid severance pay at the rate of one (1) week per

year of service, not to be less than eight (8)weeks, nor to exceed twenty-four (24) weeks. An employee laid off because of a non-economic RIF also will receive:

- COBRA premiums for health and dental insurance coverage for the laid-off employee (not including dependents) for a period of up to two (2) months or until employed, whichever occurs first; and
- Outplacement services worth up to Seventeen Hundred Dollars ($1,700). LSC will contract directly with the service provider selected by the RIFed employee.

(c) **All RIFed Employees**. In addition to severance pay, employees laid off will be compensated for all accrued and unused vacation leave and comp leave. An employee who has received a RIF notice will be paid for days actually worked prior to the effective date of separation. Such payment will be made at time of separation. All RIFed employees will have access to LSC's Thrift-Plan-provided financial planning advisor.

Section 14.07 Recall Rights.

Employees who have been at LSC for at least one year are eligible for recall to their previous position or a comparable position, provided that the employee received ratings of at least "Meets Expectations" on any performance assessments conducted during the two years prior to the RIF. A list comprised of all such employees will be created (Recall List). Employees will be recalled in reverse order of the RIF in accordance with rubric score; highest scorers returned first. Recall rights will continue for a period of twelve (12) months from the date of separation. A recalled employee will retain all previously acquired seniority rights except as otherwise provided in this Agreement. It is the responsibility of the employee who has been RIFed to maintain a current mailing address, email address, and telephone number with the Office of Human Resources. A form will be provided to each affected employee at the time of the RIF for recall purposes. Employees are responsible for returning a copy of this form to the Office of Human Resources and to the Union.

Employees on the Recall List also will be considered for other available opportunities and are able to interview for any such openings. Until all employees interested in being interviewed, are interviewed, such openings will remain internal postings, to the extent available by law. If none of the internal candidates successfully meet the requirements of the position for which he or she is being considered, LSC is able to post the position externally. In the event multiple RIFed employees interview for the same position and are equally successful in demonstrating their ability to meet the requirements of the position, the position will be awarded to the RIFed employee with the longest total length of service.

Removal from recall list: A laid-off employee will be removed from the recall list when the employee has:

- Remained on the list for twelve (12) months from the date the employee is laid off;
- Failed to accept recall. For these purposes, "failure to accept" does not include refusal of a formerly full-time employee to accept a part-time position and vice versa; or
- Is rehired

Date of separation means the last day employed by LSC exclusive of any holidays, comp time, annual leave sick leave, or any other leave taken.

Any temporary assignments filled by LSC after an economic RIF must be offered to RIFed employees qualified for that work, not to new or former temporary employees, unless all such RIFed employees have declined or their recall periods have expired.

No new employees may be hired for existing bargaining unit positions within the classification subject to the RIF for a period of twelve (12) months, unless the recall requirements have been satisfied.

At the same time that LSC notifies an employee of recall, LSC will provide a copy of the recall notice to the Union President or designee.

Article XV. Personnel Records

Section 15.01 Official Personnel File.

LSC's Office of Human Resources will maintain an Official Personnel File ("OPF") for each employee. This will be the only official personnel file maintained by LSC. The OPFs will contain only performance management records, benefit elections and related information, and personnel action notices. Employees will receive a copy of any Personnel Action Notice or other document added to the OPF aside from routine actions applicable to all employees (e.g. COLAs) and employee-initiated actions (e.g. employee's written response to a performance assessment). LSC is committed to protecting the confidentiality of the OPF and all employee records. All OPFs will be maintained in accordance with LSC's record retention standards.

Section 15.02 Human Resources Working Files.

OHR may create and maintain, as necessary, "working files" and related records relating to employees. These working files and records are not part of, and are maintained separately from, an employee's OPF. OHR's working files typically cover topics like reasonable accommodations, complaints, investigations, employment-related litigation, formal grievances, and low-level disciplinary action notices (i.e. below a written reprimand).

One such file, an "Employee Relations File" (ERF), will only be created when a formal disciplinary action, grievance filed pursuant to Article 4 of this Agreement, or investigation is initiated. Copies of finalized disciplinary actions at and above the level of written reprimand will be included in the OPF. ERF files are reviewable only by the OHR Director, unless there is a compelling need for disclosing them to an employee's manager. Whenever possible, the OHR Director will provide written or oral summaries of an employee's ERF to the employee's manager in lieu of disclosure.

Section 15.03 Manager Working Files.

Managers may also maintain working files for the employees under their supervision, but these files are also not part of, and are maintained separately from, the OPF.

Section 15.04 OPF Security and Confidentiality.

OPFs will be kept safe and secure at all times in accordance with all applicable laws and regulations, with disclosure of, and access to, OPFs to third parties made only in accordance with applicable laws and regulations. Access within LSC will be limited to management and OHR personnel who have a legitimate need for the record in the performance of their duties, as determined by the OHR Director. These determinations are discretionary and not subject to

arbitration under Article 4 of this Agreement. Appropriate guidance on safeguarding OPFs and their contents will be given to any employee with access to them.

Section 15.05 Employee Access to OPF.

Employees are encouraged to review their OPFs at least annually. Employees or their authorized representative (as evidenced by a written authorization from the employee) may review their OPF upon request. The review will occur in the Office of Human Resources' file room with a member of OHR or other designee present, unless management waives this requirement. OPF records cannot be removed from the safe and secure custody of the OHR file room by the employee or representative. Access to OPFs will typically be provided within two (2) work days of the request. Employees have the right to receive a copy of their OPF upon request.

If an employee believes that a record has been erroneously included in their OPF, the employee has the right to request that it be removed. If LSC decides not to remove the information, the employee has the right to file a grievance under Article 4 of this Agreement.

Article XVI. LSC Office Procedures Portal

Section 16.01 LSC Office Procedures Portal.

LSC will maintain an LSC Office Procedures Portal. It will include documents that govern LSC's work and operations. Specifically, the Employee Handbook, Administrative Manual, individual office and project-specific manuals, and the Collective Bargaining Agreement (together referred to as the "LSC Documents") are the documents that set forth and define the policies, procedures, terms and conditions of LSC's work.

Additionally, the Portal will contain links to other key documents that inform our work, including the LSC Regulations, the LSC Act, the database of OLA opinions, the LSC Strategic Plan and each individual office's Office Performance Plan, the LSC Data Portal, a list of any other applicable Federal regulations, and the assorted guidelines that LSC establishes.

The parties will work together to ensure that all documents and information relevant to how LSC employees perform their duties are housed on the Portal. When conflicts arise between the content of other documents and the LSC Documents, the LSC Documents will control.

Nothing in this section can mean that employees can refuse to do work.

Section 16.02 Maintenance and Changes - Employee Handbook or Administrative Manual.

Management may suspend, modify, amend, waive, or depart from a provision of the Employee Handbook or Administrative Manual, unless it effects a material change in terms and conditions of employment, in which case, Management must provide the Union with reasonable notice and an opportunity to bargain. All changes will be written clearly and succinctly to avoid ambiguity or multiple interpretations. When appropriate, Management will train employees on new protocols, guidelines, or significant departures from current provisions of the Employee Handbook or Administrative Manual.

Section 16.03 Maintenance and Changes - Office and Project Manuals.

LSC operates in a dynamic environment in which changes and modifications to policies and procedures sometimes are necessary to ensure compliance with new mandates, including new best practices, regulatory changes, or board directives. Manual provisions will be updated

periodically to reflect all such changes. If the Director of an office has a change he or she would like to make to his or her office's Manual or a project manual, they are encouraged to speak and consult with their staff about the potential change. The Office Director will submit the proposed changes to the General Counsel. Changes in office procedures will be made in consultation with LSC's President, Vice President for Grants Management, Director of Human Resources, and the General Counsel, as appropriate, to ensure conformity and consistency with standing policies and procedures. Following management review, but prior to the publication and implementation of the new policy, the Union will have an opportunity to review the proposed change. Responsibility for the maintenance and upkeep of each section in the Manual will reside with the Director of the office or his or her designee. Requests for revisions or updates may be initiated by any staff member by forwarding a written request to the Director of the appropriate office outlining the proposed changes and rationale.

All changes will be written clearly and succinctly to avoid ambiguity or multiple interpretations. When Manual changes involve new protocols or guidelines or significant departures from current practice for which training is necessary, training will be provided to staff.

Section 16.04 Notice to Staff of Changes to LSC Documents.

Once approved, the Office of Legal Affairs will issue notice of all changes through a Revision Memorandum that will be emailed to all affected staff. The Revision Memorandum will cite the specific revisions and will include any instructions required for adoption and implementation. The Revision Memorandum will display the effective date of the policy change and any training dates. Unless extenuating circumstances necessitate immediate adoption, all LSC Document changes will become effective ten (10) business days following the date of issuance. Changes that will require training will become effective five (5) days after the training has been provided. The effective date of any changes that require new software or tools will be delayed as necessary to accommodate those updates. Staff members with questions about the change should direct them to the Director of the issuing office.

The changes and the Revision Memorandum will be kept on LSC's eWeb in the Office Procedures Portal. All changes will be posted with an index showing the Revision Memorandum issuance date and the manual section it revises.

Section 16.05 Unmodified Policies Remain in Effect.

Any LSC policy, rule, regulation, or past practice that was not expressly altered, superseded, or eliminated by this Agreement (e.g. the Employee Handbook, LSC Administrative Manual, etc.) remains in full force and effect.

Article XVII. No Strikes or Lockouts

Section 17.01 No Strikes.

The Union agrees that during the term of this Agreement, and regardless of whether an unfair labor practice is alleged, (a) there shall be no strike, sit-down, intentional reduction or slowdown in the rate at which work is performed, or walk-out and (b) the Union shall not directly or indirectly authorize, encourage or approve any refusal on the part of employees to proceed to the location of normal work assignment where no rare or unusual physical hazard is involved in proceeding to such location. Any employee who violates this clause shall be subject to discipline.

Section 17.02 No Lockouts.

During the Agreement's term, LSC will not engage in a lockout, that is, withhold work from employees to get more desirable terms from the Union. This provision has no bearing on LSC's right to permanently or temporarily shut down its offices due to a lack of appropriations, building renovations or repairs, health or safety concerns, shortages of power, supplies, infrastructure or transportation, government action, acts of God or any other business reasons unrelated to any collective bargaining dispute with the Union.

Article XVIII. General Provisions

Section 18.01 Survival Clause.

Where a provision of this Agreement is in conflict with any applicable municipal, state or federal law or regulation, or with any order of a court of competent jurisdiction or administrative body, such provision will not be given effect. All unaffected provisions will continue to be in full force and effect.

Section 18.02 No Waiver Clause.

The waiver of any breach or condition of this Agreement by either party will not create a precedent for future enforcement of the Agreement.

Section 18.03 Integration Clause.

This is the sole agreement between the parties and supersedes any previous agreements between them. The parties acknowledge that during negotiations which resulted in this Agreement, they each had the unlimited right and opportunity to make demands and proposals with respect to all lawful subjects or matters of collective bargaining and that the Agreement sets out the parties' complete agreement on all subjects on which the parties bargained or could have bargained. For the duration of the Agreement, neither party shall be required to bargain about any other subject or matter, except as otherwise provided in this Agreement. All subjects or matters not included in the Agreement shall be deemed to have been raised and bargained to agreement, with the exception of the following enumerated subjects, which will continued to be bargained to agreement or impasse: 2016 improvements to Performance Management System, including the 2016 OCE Employee Performance Plans; the OCE office manual; and development of LSC policies on anti-nepotism, professionalism, anti-bullying, emergency closures, alternative work schedules, severe weather, and health and safety issues.

Article XIXContract Term and Scope.

Section 19.01 Term.

This Agreement will be in effect for three years from the date it is signed, and from year to year thereafter, unless either party to the Agreement notifies the other, in writing, of its desire to fully or partially modify or terminate it.

Section 19.02 Applies only to Covered Employees.

This Agreement applies only to employees holding positions represented by the Union ("covered employees"). Accordingly, as used in this Agreement, the term "employee" refers exclusively to

covered employees. LSC reserves the right, in its sole discretion, to extend the terms and conditions of this Agreement to non-covered employees.

As evidenced by our authorized representatives' signatures below, we accept the terms and conditions of this Collective Bargaining Agreement on this _____ of October , 2015.

LEGAL SERVICES CORPORATION

By: Ronald Flagg
General Counsel and
Vice President for Legal Affairs

INTERNATIONAL FEDERATION OF PROFESSIONALS AND TECHNICAL EMPLOYEES, LOCAL 135

By: Evora Thomas
President