REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane Koplewski Director Division of Wage Determinations	Wage Determination No.: CBA-2026-254 Revision No.: 0 Date Of Last Revision: 05/07/2026

State: Alaska

Area: Fairbanks North Star

Employed on HQ IMCOM contract for Campus Style Dining Venue Solicitation and Subsequent Contract..

Collective Bargaining Agreement between contractor: International Service Contractors LLC, and
union: Industrial Technical and Professional Employees Local 4873, effective 08/04/2022 through 09/30/2025.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended,

employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AGREEMENT

BETWEEN

INDUSTRIAL TECHNICAL AND PROFESSIONAL

EMPLOYEES UNION, OPEIU LOCAL 4873, AFL-CIO

AND

International Service Contractors LLC

COVERING FOOD SERVICE EMPLOYEES AT

FORT WAINWRIGHT AND BLACK RAPIDS, ALASKA

CONTRACT NUMBER: W9124J21D0004
(and any and all successor government contract numbers)

Effective Dates: Oct 1 2022 to Sep 30 2025

TABLE OF CONTENTS

PREAMBLE 3
ARTICLE I – UNION RECOGNITION 4
ARTICLE II – UNION SECURITY AND MEMBERSHIP 4
ARTICLE III – EQUAL OPPORTUNITY 6
ARTICLE IV – ACCESS TO UNIT 6
ARTICLE V – PROBATIONARY PERIOD 6
ARTICLE VI – SENIORITY 7
ARTICLE VII – DISCIPLINE 9
ARTICLE VIII - GRIEVANCE PROCEDURE 11
ARTICLE IX – ARBITRATION 12
ARTICLE X – MILITARY LEAVE 13
ARTICLE XI – LEAVE OF ABSENCE 13
ARTICLE XII – BEREAVEMENT LEAVE 14
ARTICLE XIII – SHOP STEWARDS 14
ARTICLE XIV – REST PERIODS 15
ARTICLE XV – LAYOFFS AND RECALLS 15
ARTICLE XVI – WAGES 15
ARTICLE XVII – OVERTIME 15
ARTICLE XVIII- HEALTH AND WELFARE 16
ARTICLE XIX – VACATION, PAID LEAVE, LWOP and Work Schedule 16
ARTICLE XX – PERSONAL/ SICK LEAVE 18
ARTICLE XXI- HOLIDAYS 18
ARTICLE XXII- PENSION 18
ARTICLE XXIII- UNIFORMS AND SAFETY EQUIPMENT 18
ARTICLE XXIV – JURY DUTY 18
ARTICLE XXV – INDIVIDUAL CONTRACTS 18
ARTICLE XXVI – NO STRIKE – NO LOCKOUT 18
ARTICLE XXVII – PICKET LINES 19
ARTICLE XXIII – EMPLOYEE INJURY 19
ARTICLE XXIX – GOVERNMENT REQUIREMENTS 19
ARTICLE XXX – GENERAL 19
ARTICLE XXXI – DURATION 21
APPENDIX- A 22
APPENDIX- B 22
APPENDIX- C 23
APPENDIX- D 24
APPENDIX- E 24
APPENDIX- F 24
APPENDIX I - JURY DUTY 25

PREAMBLE

THIS AGREEMENT is entered into by and between **International Service Contractors LLC**, hereinafter referred to as the "**Company**" and **INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION, OPEIU LOCAL 4873, AFL-CIO**, hereinafter referred to as the "**UNION**,"", as representative of all non-supervisory employees located at Fort **Wainwright, Alaska** under contract number (and any and all successor government contract numbers), herein after referred to as the "**BASE**", in the mutual interest of the employees and the Company to promote and further the efficiency and economy of operations to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this agreement, it is recognized to be the duty of the parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this agreement.

This agreement supersedes any and all prior Agreements between the Company and the Union.

ARTICLE I – UNION RECOGNITION

Section A.

The Company hereby recognizes the Union as the sole bargaining agent for all its non-supervisory Dinning Facility Attendant employees working for the above mentioned contract at Fort **Wainwright Alaska** , hereinafter referred to as the "BASE". Excluding all managerial employees and supervisors and off base office clerical employees as defined in Section 2 of the National Labor Relations Act as amended. Excluded employees include Project Managers, Quality Manager, clerical, and Facility Managers. For this purpose, Management is defined as anyone who promotes, downgrades, disciplines or alters the schedules of employees on a regular and consistent basis.

Once an employee takes one of these positions they will no longer be part of the bargaining unit, and dues will cease to be deducted from their paychecks. Article VI, Section F shall govern with regards to re-entry into the unit. Supervisory employees are afforded the option to continue union health and pension benefits and the Company will contribute the required funding if the employee elects to continue benefits, provided that said coverage does not conflict with the guidelines of the plan documents regarding corporate/supervisory participation.

Non-bargaining unit employees shall not be prohibited from performing bargaining unit work in the case of an unforeseen operational need, so long as such performance does not result in the displacement of a bargaining unit employee or exceed 15 minutes at any one time. Exceptions may occur when employees do not report to work and do not notify building managers within the required timelines.

Section B.

Whenever the words "employee" or "employees' are used in this agreement, they designate only such employees as are covered by this agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

Section C.

It is understood by this section that the parties hereto shall not use any leasing or subcontracting device to evade the terms of this agreement. However, the Company may subcontract work as it deems necessary, provided that such work does not result in the layoff or reduction of regular work hours or regular work week of any bargaining unit employees. The Company shall give a copy of this agreement to the Contracting Officer at every Base where this agreement is applicable.

ARTICLE II – UNION SECURITY AND MEMBERSHIP

Section A.

It shall be a condition of employment that all employees of the Company covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain in good standing, and those who are not members on the effective date of this agreement shall on or after the thirtieth (30th) day

following the effective date of this agreement or the execution date, whichever comes later, become and remain members in good standing of the Union. It shall be a condition of employment that all employees of the Company covered by this agreement and hired on or after the thirtieth (30th) day following the beginning of such employment become and remain in good standing of the Union.

Section B.

Union Shop Provision to Take Effect if Prohibition Law Invalidated

The provisions of **Article II, Section A**, shall be deemed to be of no force and effect in any state whose law governs this contract to the extent of which the making or enforcement of such provisions is contrary to statutes, constitutional amendment or the law of such state: provided, however, that whenever such court of last resort having jurisdiction of such questions finds the state law to be invalid or inapplicable, the provision of Section A above shall immediately thereupon be deemed to cover this bargaining unit or employees directly affected by such declaration of invalidity.

Section C.

The Company will deduct from the wages of any employee covered by this agreement said employee's dues as a member of the Union upon receiving the employee's voluntary and individual written authorization for the Company to make such deductions, signed by the employee. Such authorization form shall be provided by the Union. The Company will pay over to the proper officer of the Union the wages withheld for such initiation fees and dues. The remittance shall be accompanied by a list showing individual names, addresses, social security numbers, dates hired and amounts deducted. The total remittances are to be made not later than twenty (20) days after the end of the month. The Union shall advise the Company of the amount of the initiation fees and dues and the manner in which same shall be deducted. The amount so withheld, less any amounts due to any improper withholding, shall be reported and paid to the Union monthly.

Section D.

Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during period of permanent transfer to a classification not covered by this agreement.

Section E.

In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

Section F.

The Company will make available to the Union a list of newly hired and terminated employees covered by this agreement. Such lists will be prepared every four (4) months (January 15, March 15, June 1 15th, September 15) and as requested and will show the name, address, phone numbers job classification and hire or termination date of such employees who were hired or terminated during the month for which the list is prepared. However, the Company agrees to provide said listing upon request at any time during the year.

Section G.

The Union may refer applicants for Job openings. In interviewing and hiring for such job openings, the Company will not discriminate against any applicant referred by the Union. Nothing in this contract, however, shall be construed to create an exclusive hiring arrangement, and the Company shall at all times be free to advertise and list said job openings from any sources available to the Company. The Company has the final decision on hiring and/or promoting.

Section H.

The Company shall be the judge of the qualifications of its employees, but shall give full consideration, without prejudice, to the members of the Union, provided that they have the necessary qualifications.

Section I.

The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments or liabilities of any sort whatsoever arising out of the 'Company's compliance with the provisions of this Union Security and Membership Article.

ARTICLE III – EQUAL OPPORTUNITY

Section A.

In accordance with the established policy of the Company and the Union, the provisions of this agreement will apply equally to all employees hereunder, regardless of sex, color, age, race, creed or national origin. The Company and the Union also recognize the desirability of implementing the national policy of providing equal opportunity to all persons and agree to work actively toward the implementation of that policy.

Section B.

There will be no discrimination against any employee on account of membership in, or activity on behalf of the Union.

ARTICLE IV – ACCESS TO UNIT

Duly authorized representatives of the Union shall be permitted to investigate the standing of all employees and investigate conditions at the Base, (in accordance with Base access and security requirements), covered by this agreement to see that the agreement is being enforced, provided that no interview shall be held during rush hours, or unreasonably interrupt the duties of any employee. The Company shall be notified by the Union representative before he shall take action with persons involved. The representative of the Union shall contact the highest-ranking Company representative then present at the facility and inform him of the circumstances. The employer and the Union representative shall conduct themselves in such manner as to carry out the intent and spirit of this section.

ARTICLE V – PROBATIONARY PERIOD

Section A.

Every new or rehired employee rehired after a break in seniority in accordance with Article VI " shall be on probation for the first one-hundred (100) hours for employment or re-employment. These hours are equivalent to full time at thirty (30) hours per week for one (1) month.

Section B.

At any time during such an initial probationary period, an employee may be discharged for any reason, and any such employee so discharged shall not have the right to file a grievance or have other recourse to the grievance procedure.

Section C.

Any employee promoted to a job classification covered by this collective bargaining agreement from a lower-paid classification shall be on probation for the first ninety (90) working days of employment in the new classification. At any time during such a probationary period, the Company may, for any reason, return the employee to that employee's former position without any loss of seniority: and any such employee shall not have the right to file a grievance or have other recourse to grievance procedure with regard to any such return to former classification. A promoted employee shall during the ninety (90) working day period and thereafter, have the right to file a grievance and resort to the grievance procedure with regard to all matters covered by this agreement.

ARTICLE VI – SENIORITY

Section A.

It is agreed that the Company and the Union will meet for the purpose of establishing a seniority list for all employees in the unit at the time of the signing of the agreement. Said seniority list will be based upon official records of the Union, of the Company, its predecessors, and State and Federal Agencies. Not later than fifteen (15) days prior to the expiration of the Company's contract covering the unit, the Company shall furnish the Union and the successor contractor a list of all its current employees together with their dates of hire and the dates their last vacation pay was paid by the Company. The following sections in this Article shall become applicable and shall be in force and effect upon the establishment of the seniority list. Seniority shall, for all purposes of this Article, be on the basis of classification.

Section B.

In the event that the Company finds it necessary to layoff employees for any reason, other than disciplinary, such layoffs shall be on the basis of seniority in job classification, i.e., the employee on duty at the Base where the layoff occurs having the shorter period of continuous service shall be laid off first. The Company shall recall such laid-off employees in reverse order. Senior employees shall have preference of full-time employment at all times if equal distribution of work is impossible. Senior employees may, however, exercise their seniority rights by taking a job in a lower classification.'

Section C.

Employees shall have the right to select "available" work schedules by seniority in job assignments for which they are qualified. The term "available", as used in this Section, refers to a job vacancy occurring as a result of transfer, promotion, resignation or termination of the incumbent employee, or the availability of additional shifts,

hours or duties due to a modification of the contract or operational needs. Each employee shall be given his/her work schedule. The Company has the right to move select senior employees in classification to other buildings as needed. However, employees cannot expect the Company to move them from building to building for the sole reason that the other building may have an increased headcount that requires employees assigned to that building or buildings to have more hours.

The two week work schedule shall be posted at least four (4) days prior to the beginning of the work week; (Sunday; 12:01am through Saturday; 11:59 pm.) prior to schedule implementation. Schedules may change due to government requirements; however, employees will be notified in a timely manner.

Section D.

Except as otherwise provided herein, seniority shall be measured from the date of the employee's hire at the Base with the Company or a predecessor employer engaged in providing similar services at that Base, provided there has been no break in seniority under Section E of this Article. Employees transferred by the Company to any Base covered by this agreement shall have their seniority measured from the date of the initial hire by the Company, or its franchisee as the case may be, regardless of where such service was performed.

Section E.

An employee shall lose his seniority upon his/her retirement, resignation or discharge for just cause. An employee will be considered to have resigned if he:

1) Fails to report to work on the day following the expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by the Company to be beyond the control of the employee and he reported such conditions as soon as possible;

2) Is on layoff for a period exceeding one (1) year and 6 months

3) Is absent from work for three (3) work days without properly notifying the Company of the reason for absence;

4) Fails, while on layoff, upon notice from the Company that work is available, to report to the Company for work as soon as practicable, but no later than seven (7) work days and provided that the employee notifies the Company within three (3) days (time permitting) of such notice that he will return to work within the seven (7) day period. These time constraints may be altered upon untimely notification by the Government.

The Company fulfills its obligation under this Section by contacting employees by telephone; via phone numbers provided to the Company and/or the Union. Three phone call attempts are to be completed by the Company and documented; before new applications are taken or new personnel are hired, the Shop Steward will be called to see if they have had any calls from any employees or any new phone numbers for any employees who were not reached. This check and balance will insure that all employees have been contacted with the best of intent for recall. The employees have two (2) days from final telephone call to respond to the Company indicating their return to employment with the Company. These time constraints may be altered dependent upon notification of the Government. It is the obligation of the employee to keep the Company and the Union informed of their current address and telephone number.

Section F.

An employee who has occupied a position with the Company covered by this agreement and who accepts a position with the Company in a classification not covered by this agreement will continue to accrue seniority for nine (9) months, after which period he shall retain his accumulated seniority, provided he remains in the employ of the employer.

ARTICLE VII – DISCIPLINE

Section A.

No employee shall be disciplined without just cause, and all disciplinary actions **(with the exception of those noted in Article V; probation period (90) ninety-days)** will be subject to the grievance procedure and arbitration clause. All reprimands and discharge notices shall be in writing and shall be signed by the Project Manager. Copies of the reprimand or discharge notice shall be given to the employee reprimanded and to the Shop Steward.

Section B.

The following unacceptable activities will result in immediate dismissal. These unacceptable activities include numbers **1, 2,3,4,5,6,8,9,10,12,14, 17, 18**; sleeping on the job; **22**; smoking in the building or back docks, **28, 29, 30** and **34**. These and other unacceptable activities that may lead to immediate dismissal are listed as follows:

1. Willful violation of any company rule; any deliberate action that is extreme in nature and is obviously detrimental to International Service Contractors LLC efforts to operate profitably.
2. Willful violation of security or safety rules or failure to observe safety rules or International Service Contractors LLC safety practices; failure to wear required safety equipment; tampering with International Service Contractors LLC equipment or safety equipment.
3. Negligence or any careless action which endangers the life or safety of another person.
4. Being intoxicated or under the influence of controlled substance drugs while at work; use or possession or sale of controlled substance drugs in any quantity while on company premises except medications prescribed by a physician which do not impair work performance.
5. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on company property or while on duty.
6. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on company premises or when representing the Company.; fighting, or horseplay or provoking a fight on company property, or negligent damage of property.
7. Insubordination (defined as refusing to obey instructions properly issued by your manager pertaining to your work; refusal to participate in a special assignment.)
8. Threatening, intimidating or coercing fellow employees on or off the premises – at any time, for any purpose.
9. Engaging in an act of sabotage; will fully or with gross negligence causing the destruction or damage of company property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
10. Theft of company property or the property of fellow employees; unauthorized possession or removal of any company property, including documents, from the premises without prior permission from

management; unauthorized use of company equipment or property for personal reasons; using company equipment for profit.

11. Dishonest; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for leave of absence or other data requested by International Service Contractors LLC.
12. Violating the non-disclosure agreement; giving confidential or proprietary International Service Contractors LLC information to competitors or other organizations or to unauthorized International Service Contractors LLC. employees; working for a competing business while an International Service Contractors LLC. employee; breach of confidentiality of personnel information.
13. Interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
14. Unprofessional behavior of a sexually inappropriate nature, of any kind, on company property.
15. Conducting a lottery or gambling on company premises.
16. Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your manager; mistakes due to carelessness or failure to get necessary instructions.
17. Any act of harassment, sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs.
18. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your manager; stopping work before time specified for such purposes.
19. Sleeping on the job; loitering or loafing during working hours.
20. Excessive use of company telephone for personal calls.
21. Leaving your workstation during your work hours without the permission of your manager, except to use the restroom.
22. Smoking in restricted areas or at non-designate times, as specified by department rules.
23. Creating or contributing to unsanitary conditions.
24. Posting, removing or altering notices on any bulletin board on company property without permission of an officer of International Service Contractors LLC.
25. Failure to report an absence or late arrival; excessive absence or lateness.
26. Filling your own order or invoicing or ringing up your own order.
27. Buying company merchandise for resale.
28. Obscene or abusive language toward any manager, employee or customer; unprofessional rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on company premises.
29. Speeding or careless driving of a forklift or any other company vehicles.
30. Failure to immediately report damage to, or an accident involving company equipment.
31. Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on company premises.
32. Failure to maintain a neat and clean appearance in terms of the standards established by your manager; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.
33. Eating food and beverages in undesignated areas or at your workstation.
34. Failure to use your timecard; alternation of your own timecard or records or attendance documents; punching or altering another employee's timecard or records, or causing someone to alter your timecard or records.

Section C.

The remaining unacceptable activities and any others not listed may lead to immediate dismissal after following these discipline procedures outlined below.

1. Verbal Warning
2. Written Warning
3. 1st Written Reprimand
4. 2nd Written Reprimand and Three (3) days suspension.
5. Termination - 3rd and Final Written Reprimand

*Disciplinary actions expire upon their one-year anniversary.

**When reprimands are used together in conjunction to support escalated disciplinary actions, up to and including termination, only reprimands within the past 365 days of the most recent incident requiring disciplinary action may be used.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section A.

A grievance is defined as a claim or dispute by the employer or employee or the Union concerning the interpretation of the application of this agreement or of any local addendum hereto.

Section B.

All grievances must be presented in writing and filed and processed in accordance with the following exclusive procedure:

Step 1: The employee who has a grievance shall discuss it with the Project Manager either himself or through his steward. If the grievance is not settled at the Step 1 meeting, it may be appealed by the Union Representative to the Project Manager to Step 2 within seven (7) days of the Step 1 meeting. Company grievances shall be processed beginning with Step 2.

Step 2: The Union Representative and the Project Manager will discuss the grievance. If the grievance is not disposed of to the satisfaction of the party filing the grievance at Step 2, the grievance may be appealed to Step 3 by the party or representatives of the party filing the grievance by filing a written appeal to the opposing party within ten (10) days after Step 2.

Step 3: Within ten (10) days after the appeal of the opposing party, the parties (the Company represented by its designated representative and the Union represented by its designated representative) will attempt to settle the grievance. The party being complained against shall render the party's decision within five (5) days of such meeting. If the grievance is not disposed of to the satisfaction of the complaining party, the grievance may be appealed to arbitration by the Company or the Union lodging a written appeal with the other party within ten (10) days of receipt of such written decision.

Section C.

A grievance involving discharge of an employee shall be brought directly to Step 2 and must be filed within five (5 days) of discharge.

Section D.

A grievance not involving discharge shall be without effect unless filed in writing within seven (7) days from the date the complaining party discovered the facts or should have discovered the facts giving rise to the grievance.

Section E.

At any step of the grievance procedure, the Company or the Union may designate a substitute for the official designated. The officially designated representative of either party may be accompanied by two (2) other persons at any Step of the procedure except Step 1. The parties may mutually agree that further representatives may be present.

Section F.

The parties recognize the importance of resolving grievances in a timely manner, and it is agreed that time is of the essence and that the time limits contained in this Article shall be strictly enforced. Grievances not processed within the time periods specified above will be considered settled. The time limits set forth in this Article may be extended in writing by either the Union or the Company**.** The time limits are exclusive of Saturday, Sunday and recognized holidays.

Section G.

Stewards shall be afforded time off without loss of pay, up to a maximum of eight (8) hours per month, to investigate discuss and present grievances. Documentation of this time must be provided to the Project Manager on a monthly basis.

ARTICLE IX – ARBITRATION

Section A.

Within ten (10) days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree within seven (7) days of that meeting upon the choice of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of (5) persons qualified to act as the impartial arbitrator. A representative of the Company and a representative of the Union shall meet confer within seven (7) days of the receipt of the list (unless such time is mutually extended by agreement with a maximum of 5 days) and shall alternately strike two (2) names from the list, the party to strike first to be selected by lot. The fifth (5th), remaining person shall there upon be selected as the impartial arbitrator.

Section B.

During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render his finding and award in writing within fifteen (15) calendar days after the conclusion of the hearing. The decision of the impartial arbitrator shall be final and binding. The

impartial arbitrator shall have no further authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this agreement.

Section C.

The fees of the arbitrator and necessary expenses, including transcript, if desirable, of any arbitration proceeding shall be borne equally by the Company and the Union except that each party shall pay the fees of its own counsel or representative. If an employee witness is called by the Company, the Company will reimburse him for time lost at his regular straight-time base rate. If an employee witness is called by the Union, the Union will reimburse such personnel for lost time.

ARTICLE X – MILITARY LEAVE

Section A.

Employees entering the Military or Naval service, Red Cross, or other combat relief service or conscripted Civil Service of the United States during the life of this agreement will be placed on military leave of absence in accordance with the provisions of the Uniform Services Employment and Reemployment Rights Act, and will retain their seniority while in such service and be returned to their former positions upon honorable discharge from service, provided they are physically and mentally capable of working.

Section B.

An employee who is a member of a Military reserve Unit and who is required to participate in active training will be granted leave of absence without pay for the period of such training duty, not to exceed thirty (30) days in any year.

Section C.

An employee applying for leave under this Article will give the Company at least five (15) working days' notice prior to reporting date, if possible.

ARTICLE XI – LEAVE OF ABSENCE

Section A.

All leaves of absences must be applied for within seven days before leave commences, they must be in writing, and, if granted, the Company response must be in writing. Exceptions are on a case by case basis. Leave of Absences granted for emergency cases also must be in writing. Employees are entitled to unpaid leaves of absence not exceeding one (1) year and one day for good cause. Such leaves of absence may be granted for restoration of health, medical, dental, or other treatment, maternity leave, or employment by the Union, and shall not prejudice seniority status for purposes of layoffs and recalls. All employee accrued paid leave time will be utilized prior to taking any leave without pay.

Section B.

Except as otherwise provided herein, a leave of absence under this Article will not be considered employment time for seniority. For example, an employee works continuously for nine (9) months and is granted

a thirty (30) day leave of absence without pay. When the employee returns to work, he has nine (9) months seniority and will be required to work three (3) more months in order to have one (1) year seniority.

Section C.

Upon return from a leave of absence, the employee will be returned to work for which he can qualify in his job classification on the basis of seniority.

Section D.

Any employee who engages in gainful employment without permission of the Company while on leave of absence shall be subject to discharge.

Section E.

All leaves of absence must be applied for in writing and if granted must be granted in writing by the Company.

Section F.

All leaves of absence shall be for a specific designated period of time, and an employee may return to work earlier than the specifically designated date for his return only with the consent of the Company.

ARTICLE XII – BEREAVEMENT LEAVE

Employees shall be entitled to paid bereavement leave as set forth in Appendix "H" attached hereto.

ARTICLE XIII – SHOP STEWARDS

Section A.

The Union representative shall designate Shop Stewards from the group they are to represent, and the Union will notify the Company of the duly designated Shop Steward(s).

Section B.

The Shops Steward(s) shall not interfere with management of the business or direct any work of any employee, but may advise the Company of any violations of the agreement and also notify the employee participating thereinSection C.

Prior to leaving the work area, a shop steward will request permission from the Supervisor. Shop Steward(s) will not leave the work area during rush hours.

Section D.

Shop Steward(s) shall be allowed to obtain top seniority at the facility to the fullest extent allowed by law.

Section E.

A telephone will be made available to the shop steward for the purpose of communicating with the Union. Such calls will be placed at no cost to the Company.

ARTICLE XIV – REST PERIODS

An employee who is scheduled to work for not less than four (4) continuous hours on a shift shall be entitled to one paid fifteen (15) minute scheduled rest period during each four (4) hours or part thereof.

ARTICLE XV – LAYOFFS AND RECALLS

In the event of a reduction of forces, the Company will give reasonable notice of layoff, to those employees with the least seniority in classification. The Company will recall employees in the reverse order; such recall will be by job classification. No new employees will be hired until all qualified, laid-off employees have been recalled, and all qualified, laid-off employees have been offered the position(s) involved. However, a laid-off employee may reject the offer, if it would require the employee to relocate, without loss of seniority and future right of recall.

ARTICLE XVI – WAGES

The schedule of effective wage rates and job classifications for employees is set forth in Appendix "A" attached hereto.

ARTICLE XVII – OVERTIME

Section A.

One and one-half (1/2) times the hourly rate of pay will be paid for all time worked in excess of forty (40) hours per work week; seven (7) day period beginning at 12:01am Saturday and ending at 11:59 pm on Friday. /or any state law which amends the method

Section B.

When a regular employee is called to work within two (2) hours of starting time of his next regular shift and works those two (2) hours, he will receive two (2) hours pay at the applicable rates.

Section C.

A regular employee who has completed his shift, has left the Company property and is there after called for work at any time prior to two (2) hours before his next scheduled shift, will be provided with four (4) hours of work and pay therefore at the applicable rate.

Section D.

When an employee works more than eight (8) hours in any twenty-four (24) hour period due to a change in shift pursuant to his request, or in accordance with the regular rotation of employees, such employee shall receive only straight time for the second eight (8) hours or portion thereof worked during such twenty-four (24)

period (unless any hours worked are in excess of forty (40) hours per work week. /or any state law which amends the method. Refer to Section A.

Section E.

When an employee other than a security guard works overtime beyond his shift, he will be entitled to a ten (10) minute rest period at the completion of his regular shift, and another such rest period at the completion of his tenth (10th) consecutive hour if he is required to work beyond ten (10) hours. On the same basis, similar rest periods will be provided after each additional two (2) hours worked. Such periods will be scheduled as near to the appointed time as practicable, subject to requirements of the service.

Section F.

Overtime work will be distributed among the employees qualified to perform the work necessitating overtime within the appropriate shift as equitably practicable. Overtime lists will be made available to Shop Stewards on request. The Company will give as much notice of overtime as practicable.

Section G.

No overtime will be worked except by prior direction of the proper supervisory personnel of the Company, except in case of emergency and when prior authority cannot be obtained.

Section H.

For overtime purposes, a work week is a seven (7) day period beginning at 12:01 AM Saturday and ending at 11:59 PM Friday.

Section I.

Nothing herein shall be construed to require or permit the pyramiding of overtime or overtime pay.

ARTICLE XVIII- HEALTH AND WELFARE

The Company shall pay the health and welfare benefits as set forth in Appendix "B" attached hereto.

ARTICLE XIX – VACATION, PAID LEAVE, LWOP and Work Schedule

Section A.

Employees shall be entitled to paid vacations and paid leave as set forth in Appendix "E" attached hereto. Employees must submit a leave request to the Project Manager office two (2) weeks prior to scheduling plans for any vacation. Vacation Time is paid time off from ones work schedule provided to employees for vacation and to attend to personal business. **Leave Without Pay –** LWOP is only used once an employee has exhausted all their paid leave first. In situations where an employee has no alternative but to charge to LWOP, a request for LWOP must be made in writing by the employee to Project Management. If an employee is scheduled to work and for some reason cannot they need to coordinate approval with their Manager and utilize paid time off first prior to utilizing LWOP.

Section B

Assigned Working Schedule:

Each employee is required to report to his/her scheduled work shift and must adhere to the established workday and workweek for his/her location. The Dining Facility Manager is responsible for defining and resolving any questions concerning an individual employee's work schedule.

Section C

Anticipated Absences:

Requests for leave use or time away from ones work schedule requires prior supervisory approval in order to be authorized. Vacation requests for more than one full workday require a minimum 2 week notice; every effort should be made to provide 24 – 48 hours notice for other types of leave. Requests will be submitted by employees on Leave Request Forms to their Manager. Although all reasonable efforts will be made to accommodate the employee, a vacation or time off request may be disapproved if the employee's absence would adversely affect the completion of workload/allowable task order time off requirements. All reasonable efforts will be made to accommodate anticipated requests for sick leave. Urgency and level of importance will be evaluated by each Manager on a case-by-case basis. The employee will receive a copy of the completed leave request.

Section D

Notification of Unanticipated Absence:

Each employee is responsible to notify his/her site management when he/she cannot avoid being absent or tardy because of illness or any other reason. Management must be contacted no later than 30 minutes after the scheduled starting time. If the employee is unable to reach their immediate supervisor, he/she should contact the Project Manager to leave a message for their supervisor to return the call. The employee should continue to call until management is reached. Any other form of notification is not official. Contacting management and expressing that one is sick or will not be in does not automatically qualify as approved time off; the supervisor can in certain cases require the employee to bring in documentation like a physician's statement to approve the time off. Illnesses of more than three days may also require physician's documentation. If the nature of the emergency is such that an employee doesn't have time to contact a supervisor for advanced approval, the employee must bring in paperwork to verify the emergency and the absence may be approved. Just because a doctor's note is provided does not mean the time is authorized or approved. Extended illnesses or injuries requiring medical attention require a release to return to work on the first day back.

Section F

Discipline

There are circumstances where employees may be subject to disciplinary action in accordance with Article VII, up to and including termination, because of their absences or "time away from work" record. These circumstances include, but are not limited to:

1. Failure to properly report absence to management from work within the first 30 minutes of start of shift.

2. Failure to notify the manager officially at all within the first three workdays of absence (Job abandonment).
3. Excessive lateness when reporting to work and returning from lunch or other breaks.
4. Excessive LWOP.
5. Excessive time away from ones work schedule.

Section G

The parties understand that the CBA does not supersede Executive Orders and agree that rules, policies and stipulations in the preceding sections may be invalidated by conflicting provisions in Executive Order 13706 "Paid Sick Leave for Workers on Federal Contracts." If such a conflict is discovered, it is understood that the Executive Order will prevail.

ARTICLE XX – PERSONAL/ SICK LEAVE

Employees shall be entitled to paid sick leave as set forth in Appendix "G attached hereto.

ARTICLE XXI- HOLIDAYS

Employees shall be entitled to paid holidays as set forth in Appendix "F" attached hereto. In order for an employee to qualify for a paid holiday, he must have worked his regularly scheduled work day immediately preceding the holiday and his regularly scheduled work day immediately following the holiday, unless excused by reason of illness, bereavement leave, or other good cause.

ARTICLE XXII- PENSION

The Company shall pay the pension benefits as set forth in Appendix "C" attached hereto.

ARTICLE XXIII- UNIFORMS AND SAFETY EQUIPMENT

An employee shall be entitled to uniforms and safety equipment as set forth in Appendix "E" attached hereto.

Uniforms shall be furnished as set forth in Appendix "J" attached hereto.

ARTICLE XXIV – JURY DUTY

An employee summoned to serve on a jury shall receive compensation as set forth in Appendix "H" attached hereto.

ARTICLE XXV – INDIVIDUAL CONTRACTS

No employee shall be compelled or allowed to enter into any individual contract or agreement with the Company concerning the conditions of employment contained herein.

ARTICLE XXVI – NO STRIKE – NO LOCKOUT

Section A.

During the term of this agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slowdown of operations.

Section B.

During the term of this agreement, the Company shall not cause, permit or engage in any lockout of its employees.

Section C.

The Company reserves the right to discharge or otherwise discipline any employee taking part in any violation of this provision of the agreement.

ARTICLE XXVII – PICKET LINES

Refusal of an employee to cross a bona fide picket line established by a labor organization claiming to have a dispute with the Company and approved by the Union shall not be construed to be a breach of this agreement. This provision is not applicable to security guards.

ARTICLE XXIII – EMPLOYEE INJURY

An employee injured during working hours shall receive the rest of the day off without loss of pay, provided that the injuries are such that a Doctor orders the employee not to return to work.

ARTICLE XXIX – GOVERNMENT REQUIREMENTS

The union agrees to cooperate with the Company in all matters required by the United States Government, and the Union recognizes that the terms and conditions of the agreement are subject to certain sovereign priorities which the United States Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement of the United State Government shall not constitute a breach of this agreement. Nothing in this Agreement shall be construed to prevent institution of any change prior to discussion with the Union where immediate change is required by the United States Government. The Company will, however, negotiate with the Union concerning the effects of any such change.

The Union and Company recognize and will abide by Executive Orders 11246 and Title VII of the Civil Rights Act of 1964 and all related rules, laws, and regulations as amended.

ARTICLE XXX – GENERAL

Section A.

This agreement and the local addendum hereto, when accepted by the parties hereto and signed by the respective thereunto duly authorized, shall constitute the sole agreement between them involving the employees covered by the agreement. Any alteration or modification of this agreement must be made by and between the parties hereto and must be in writing.

Section B.

In the event any provision of this agreement or of any local addendum hereto is declared invalid by any competent court or Governmental agency on account of existing or future legislation, such invalidation shall not affect the remaining provisions of this Agreement and local addenda.

Section C.

Any employee leaving the service of the Company will, upon request from the employee, be furnished with a letter setting forth the Company's record of his job classification, stating his length of service and beginning and ending rate of pay.

Section D.

Employees entering the service of the Company may be required to take a physical examination specified by the Company. Any time thereafter, an employee may be subject to further physical examinations during the course of his or her employment or recall to service after layoff or leave of absence. Additionally, employees may be subjected to pre-employment, random and post-accident drug testing. The costs of any such testing shall be paid by the Company.

Section E.

The Company shall provide bulletin board space at facilities for use by the Union.

Section F.

Company payroll records with respect to any employee in the unit whose pay is questioned will be provided upon request of the Union within a reasonable period of time, except for payroll records with respect to the current period with respect to such an employee, which may be examined by the Union upon request during business hours.

Section G.

In the event the U.S. Department of Labor determines that the wages and fringe benefits contained in any local addendum to this agreement were not reached as a result of arms-length negotiations or are substantially at variance with those prevailing for services of a similar character in the locality, then such wages and benefits shall be rendered null and void. In such event, the Company shall be obligated to pay the wages and fringe benefits specified in the appropriate wage determination issued by the U.S. Department of Labor.

Section H.

Subject to the express limitations of this agreement, and any applicable local addendum hereto, the Company retains the sole and exclusive right in its discretion to manage its business, to hire, discharge for cause, layoff, assign, transfer, promote or demote employees, to determine the starting and quitting time, to establish or discontinue or change operations, productions, or work standards, or rules, provided, however, that with respect to any action which results in a change in established work rules, existing hours of work or the size of the work force, the Company shall give prior notice to the Union before taking such matters. Nothing herein shall prevent

individual employees, either alone or with a Union representative, from consulting with Company representatives on problems relating to their individual work schedules.

ARTICLE XXXI – DURATION

Section A.

This agreement shall become effective **October 1, 2022** and shall continue in full force and effect until **September 30, 2025** and shall renew itself each successive thereafter unless written notice of an intended change is served in accordance with the Labor Management Relations Act, as amended, by either party hereto at least sixty (60) days, but not more than ninety (90) days prior to the termination date of the contract.

Section B.

For the purpose of negotiating changes in wages, group insurance contributions, sick leave, vacation and holidays, as well as changes in or the introduction of other fringe benefit programs, for a covered facility, the parties shall meet on or about June 1 of each contract year. If the parties are unable to reach agreement by sixty (60) days of each year, either party may terminate this agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 14 **day of** September **2022.**

FOR THE UNION:

INDUSTRIAL, TECHNICAL & PROFESSIONAL EMPLOYEES UNION, OPEIU Local 4873, AFL-CIO

Trina Williams
ITPEU Organizing Director/Representative

FOR THE COMPANY:

INTERNATIONAL SERVICE CONTRACTORS LLC

Brian Mitchell
President

APPENDIX- A

WAGES

Ft. Wainwright	Current	Effective October 14, 2022
Food Sanitation Specialist	$ 17.62	$18.50
Food Sanitation Shift Leader	18.45	19.37
Pots and Pans	n/a	19.00

APPENDIX- B ITPEU HEALTH AND WELFARE

CURRENT:

The Company shall contribute to the ITPEU Health and Welfare Fund, the sum of **five dollars and seventy cents ($5.70)** per hour for all the straight time hours worked plus all hours paid for vacation, holiday, and sick leave for each and every employee covered by this agreement, not to exceed forty (40) hours in any one week.

In executing this agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of the Trust establishing the ITPEU Health and Welfare Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by any other actions taken by the Board of Trustees of the ITPEU Health and Welfare Fund.

Contribution for Family or Medical Leave

The Company shall contribute to the ITPEU Health and Welfare Fund **five dollars and forty-seventy cents ($5.70) per hour** to the Fund on behalf of any employee who is on a family or medical leave of absence. In order to be eligible for such contributions, an employee must have worked for the Company or its predecessor at the base for a total of at least twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave exceed a period of twelve (12) weeks per employee in any 12 month period. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked by the employee during the twelve (12) week period preceding family or medical leave, including all hours during said period of paid vacation, holiday and/or sick leave.

EFFECTIVE October 9, 2022:

The Company shall contribute to the ITPEU Health and Welfare Fund, the sum of **five dollars and seventy five cents ($5.75)** per hour for all the straight time hours worked plus all hours paid for vacation, holiday, and sick leave for each and every employee covered by this agreement, not to exceed forty (40) hours in any one week.

In executing this agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of the Trust establishing the ITPEU Health and Welfare Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by any other actions taken by the Board of Trustees of the ITPEU Health and Welfare Fund.

Contribution for Family or Medical Leave

The Company shall contribute to the ITPEU Health and Welfare Fund **five dollars and seventy-five cents ($5.75) per hour** to the Fund on behalf of any employee who is on a family or medical leave of absence. In order to be eligible for such contributions, an employee must have worked for the Company or its predecessor at the base for a total of at least twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave per employee exceed the period established by applicable statue in any 12 month period. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked by the employee during the twelve (12) week period preceding family or medical leave, including all hours during said period of paid vacation, holiday and/or sick leave.

APPENDIX- C

VACATION

CURRENT AND EFFECTIVE October 9, 2022:

After one (1) years of service, two (2) weeks paid vacation

After five (5) years of service, three (3) weeks paid vacation

After ten (10) years of service, four (4) weeks paid vacation

After fifteen (15) years of service, five (5) weeks paid vacation

APPENDIX- D SICK LEAVE

CURRENT and EFFECTIVE October 9, 2022:

All employees shall accrue paid sick leave on the basis of 2.46 hours per pay period of sick leave but not to exceed eight (8) days paid sick leave per year. There is to be no waiting period nor shall the Company require medical excuse to qualify for sick leave. All accrued sick leave in excess of 56 hours shall he paid at the end of the contract year. 56 hours will carry over each year.

APPENDIX- D BEREAVEMENT LEAVE

CURRENT AND EFFECTIVE October 9, 2022:

Employees shall receive, not to exceed five (5) days paid, to enable such employees to attend or otherwise assist in arrangements pertaining to the burial of an immediate family member.

The pay shall consist of the employee's regular rate of pay for hours scheduled on the days during which bereavement leave occurs, and shall be applicable on days within the employees regular work week. Employee's bereavement leave may be extended two (5) additional days without pay.

APPENDIX- E HOLIDAYS

CURRENT:

New Year's Day	Columbus Day
Martin Luther King, Jr. Birthday	Veteran's Day
Presidents Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
Employee's Birthday	Floating Holiday

APPENDIX- F

EFFECTIVE October 9, 2022:

New Year's Day	Columbus Day
Martin Luther King, Jr. Birthday	Veteran's Day
Presidents Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
Employee's Birthday	Floating Holiday
Juneteenth	

APPENDIX- G ITPEU PENSION

CURRENT:

The Company shall contribute to the ITPEU Pension Fund the sum of **one dollar and fifteen cents ($1.15)** per hour for all the straight time hours worked plus all hours directly paid for

vacation, holiday, and sick leave for each and every employee covered by this agreement, not to exceed forty (40) hours in any one week.

In executing this agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of the Trust establishing the ITPEU Pension Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by any other actions taken by the Board of Trustees of the ITPEU Pension Fund.

EFFECTIVE October 9, 2022:

The Company shall contribute to the ITPEU Pension Fund the sum of **one dollar and twenty cents ($1. 20)** per hour for all the straight time hours worked plus all hours directly paid for vacation, holiday, and sick leave for each and every employee covered by this agreement, not to exceed forty (40) hours in any one week.

In executing this agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of the Trust establishing the ITPEU Pension Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by any other actions taken by the Board of Trustees of the ITPEU Pension Fund.

APPENDIX H - JURY DUTY

CURRENT:

All eligible Employees shall be entitled to receive up to five (5) days of Jury Duty benefit pay per calendar year, for service as a juror in any court of record.

Hours paid will be based on the average daily hours worked in the previous month. In no event shall a daily Jury Duty Benefit exceed eight (8) hours per day, less any sum received by the employee from the court in question in recompense for service as a juror.

EFFECTIVE October 9, 2022:

In the event an employee is called for jury duty or jury qualification, the Employer will grant court leave not to exceed eight (8) hours per day. If called, the employee shall notify the Employer promptly and submit a true copy of the summons for jury service. Upon completion of service, the employee shall present to the Employer evidence of time spent on such duty, together with any jury fees received. The Employer will pay the difference between the jury fees received and the employee's daily earnings up to ten (10) days, provided they have passed their probationary period.

To be eligible for jury duty payment, the employee must:

(a) Give notice of his summons to the Employer as soon as possible
(b) Provide adequate proof of dates and time served and compensation received
(c) State that he/she did not volunteer for jury service

In no event will payment be made for jury duty performed on a contract holiday or on Saturday or Sunday of an employee's regular assigned work week, nor will the Employer pay an employee for time lost in court when the employee is a party to the action or for Union business

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 4th day of August 2022

FOR THE UNION:

INDUSTRIAL, TECHNICAL, AND PROFESSIONAL EMPLOYEES UNION, OPIEU Local 4873 AFL-CIO

Trina Williams
ITPEU Organizing Director

FOR THE COMPANY

INTERNATIONAL SERVICE CONTRACTORS LLC.

Brian Mitchell
President