

Collective Bargaining Agreement

**Accenture d/b/a Accenture Flex LLC
&
Alphabet Workers Union-Communications
Workers of America, Local 9009**

Effective January 1, 2025-January 1, 2027

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Article 1 - Contract Length

This Agreement shall be effective from January 1, 2025 to January 1, 2027. It shall remain in full force and effect thereafter; provided, however, that any party who desires to terminate or modify this collective bargaining agreement may, not less than sixty days prior to expiration, provide the other party with a written notification of its intent to modify or terminate said collective bargaining agreement; and provided further that should no such notification be given, this Agreement will remain in full force and effect through January 1, 2028, and year to year thereafter.

Article 2 - Recognition and Bargaining Unit Work

Section 1 - Recognition

Accenture d/b/a Accenture Flex LLC¹ (“Employer”) recognizes the Alphabet Workers Union-Communications Workers of America, Local 9009 (“Union”) as the exclusive bargaining representative of the employees in the following appropriate unit: All full-time and regular part-time employees, except those excluded below, working remotely in the United States in the Employer’s Google Content Creation Operation, including employees in the following classifications: General writer, launch coordinator², lead writer, process excellence specialist, senior QA specialist, senior visual design analyst, senior writer, technical writer, team lead, and visual design analyst. Excluded from the Unit are: temporary employees, seasonal employees, confidential employees, managers, guards, and supervisors as defined by the Act.

Section 2 - Unit Work

¹ The parties recognize an ongoing dispute with respect to the joint employer status of Google, LLC/Alphabet, Inc., as litigated in NLRB case 20-RC-319743. The Union continues to assert that Google, LLC/Alphabet, Inc. is a joint employer and must recognize the Union.

² The parties also recognize an ongoing dispute as to whether employees of Accenture LLP who perform work on Google’s content creation team are part of the bargaining unit. Launch Coordinator or Content Management Support work on the Google Content Creation Project in the U.S. is bargaining unit work performed solely by bargaining unit members, except the Union agrees that Accenture LLP employees in Content Management Support roles employed as of July 1, 2024 who are working on the Google Content Creation project will not be in the bargaining unit and may continue to perform work on the Google Content Creation Project. If and when Accenture LLP employees in Content Management Support roles employed as of July 1, 2024 leave, these vacancies will be filled with Accenture Flex employees and those employees will be part of the bargaining unit. Further, all future U.S. based hires to perform Launch Coordinator or Content Management Support work on the Google Content Creation Project in the U.S. shall be included in the bargaining unit.

Performance of the following work, whether by presently or normally used processes or technology or by new or modified processes or technology, shall be assigned by the Employer to employees covered by this Agreement:

- a. The kind of work performed within the unit covered by this Agreement.
- b. The kind of work previously performed within the unit covered by this Agreement by employees in classifications that are vacant as of the date of this Agreement.

Article 3 – Management Rights

The Union expressly recognizes that, except as abridged, modified or limited by the other terms of this Agreement, the Employer retains the exclusive right to, responsibility for, and authority over the management of its operations and direction of its work force. Without limiting the generality of the foregoing, among the aforementioned rights vested in the Employer are the rights to: hire, promote, train, and lay off employees; discipline, demote, and/or discharge employees for just cause; determine the size and composition of the workforce create new positions and determine the qualifications associated with new and existing positions; implement such operating changes necessary to conduct business in an efficient and cost-effective way; determine the allocation and assignment of work to employees within the bargaining unit; determine the amount of overtime to be worked; determine the location of its operations, including the establishment of new work locations, the type of work to be performed, where the work is performed, the schedules of the work within work periods, and the methods, processes, and means of performing the work; alter or combine or eliminate any job, operation, or service, and discontinue process or operations in whole or in part, discontinue the performance of work by employees covered by this agreement, and subcontract or contract out work, sell, transfer, merge or discontinue the business or any phase thereof; establish, continue, modify or rescind reasonable policies, practices and procedures for the conduct of business; and promulgate, continue, amend, and enforce reasonable work rules and rules of conduct.

This Article, and the enumeration of management rights and prerogatives contained herein, is not intended to affect the other provisions of this Agreement. Where other provisions exist, they will control. However, in the absence of other terms in the Agreement, this Article shall control.

Article 4 - Union Security

Section 1 - Dues & Agency Fees

- A. The Employer agrees that all employees subject to this Agreement shall, to the extent permitted by law, as a condition of continued employment, become a member of the Union and regularly pay or tender to the Union dues or agency fees equal to the periodic dues applicable to Union members. This obligation shall begin on the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later. The Employer shall, upon the Union's request, to discharge any employee for failure to comply with this obligation.

- B. The Employer agrees to furnish the Union each month with the name(s) of all newly hired employees covered by this Agreement, their addresses, classifications, dates of hire and the name(s) of terminated employees and date(s) of termination. The Employer shall also provide, on a monthly basis, the name(s), addresses, and classifications of employees who were previously ineligible to be members of the Union, but who have become eligible for such representation due to a change in job status.

Section 2 - Multi-State Allowances

- A. This article shall apply in all states where allowed by law on the effective date of this contract.

- B. If during the term of this contract the Union shall become duly authorized under the laws of another state to enter into this type of union security agreement, the effective date of this Article as to Employees in that state shall on the thirty-first (31st) day after the Employer receives notice from the Union that it is qualified to enter into such an agreement in that state.

Section 3 - Dues Deduction

- A. Dues Checkoff.** Upon an employee's voluntary written assignment, the Employer shall deduct each pay period from the wages or other earnings of such employee and pay to the Union not later than the 30th day of the calendar month following the last deduction in the preceding month an amount equal to Union initiation fees, dues and assessments for all pay periods ending in the preceding month. Such amounts shall be deducted from the employee's earnings in accordance with the Union's schedule of rates furnished to the Employer by the Union. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

- B. **Dues Changes.** The Employer agrees to implement changes to initiation fees, dues, and allowances pursuant to the dues check-off authorization of the Union.

Section 4 - Indemnification

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer in complying with this Article.

Article 5 – Definitions

Join Date: the first day of employment with Accenture Flex, LLC working on the content creation project.

Separation Date: the date on which an employee ceases to be employed by Accenture Flex.

Seniority:

- A. Seniority accrues as of an Employee’s Join Date.
- B. Employees who have left the Employer and are rehired for any position covered by this Agreement within one year of their Separation Date will retain any accumulated seniority from their prior employment with Accenture Flex LLC in a position covered by this agreement.

Article 6 – Nondiscrimination and Diversity

The Employer and the Union strive to create a workplace free from discrimination against any employee covered by this Agreement because of such employee’s race, color, religion, sex, age, national origin, marital status, pregnancy, breastfeeding or related medical condition, sexual orientation, citizenship, gender identity and expression, or because of an employee’s position or membership/non-membership in the Union or lawful activities on behalf of the Union, or because the person is disabled, a veteran, or other protected classifications recognized by Federal or applicable state/local law and to abide by all state and federal law. Nothing in this Agreement shall be applied or interpreted to restrict the Employer from taking actions necessary to fully comply with any federal, state or local laws, statutes, ordinances, rules, regulations and executive orders.

The Employer and the Union are committed to working together within the confines of the law to foster a culture and a workplace in which all our people feel a sense of belonging and are respected and empowered to do their best work and to create value for our

company, clients and communities. The Employer and the Union are committed to building genuine opportunities for career advancement for underrepresented groups in the tech industry within the confines of the law.

Article 7 – Union Access

Section 1 - New Employees

- A. The Employer shall notify the Union of the name, position, and start date of each new Employee within five (5) business days of the confirmation of the start date and shall provide the new Employee’s company email address when available.

- B. The Employer agrees that within two (2) weeks of a new Union-represented Employee’s tenure, the Employee shall be permitted to meet with a designated representative of the Union for a period of not more than one (1) hour. This time shall be paid by the Employer to both participants and can take place during normal working hours at a time mutually determined by the Union and the Employer.

Section 2 - Employee Participation Required in Arbitration

An employee who testifies in an Arbitration hearing shall be paid up to eight (8) hours per day for time spent attending the Arbitration hearing.

Article 8 – Hours of Work

Section 1 - Normal Hours

- A. The regular workweek for hourly Employees shall consist of five (5) eight (8) hour days.
- B. All Employees must be provided with breaks as follows: All employees will be provided the greater of:
 - a. a thirty-minute unpaid meal period and two fifteen minute paid rest periods;
 - or
 - b. a meal period and rest periods required by state law.
- C. Rest periods and meal breaks may not be taken at the beginning or end of the day to start work late or stop work early.

Section 2 - Core Hours

- A. To coordinate the efforts of Employees across multiple time zones, including the scheduling of meetings, Employees are expected to work Core Hours. Core Hours are defined as a period during which all Employees are required to be reasonably

responsive to work-related questions, meetings, and similar business activities. With Supervisor approval, an Employee may work different hours than outlined here.

- a. An Employee’s eight-hour work day must include the Core Hours (i.e., employees may work the rest of their work hours immediately before and/or after their Core Hours).
- b. Core Hours shall be defined as 10 a.m. to 3 p.m. Employee’s local time, Monday through Friday.

Article 9 - Remote work

Work Location: All employees covered by this Agreement may work remotely within the United States consistent with Accenture’s generally applicable remote work policies, including selecting a work location that is conducive to performing work during business hours, as defined by this Agreement.

Article 10 – Wages

Section 1 - Wage Scale for New Employees

A new hourly wage scale shall be established for the following bargaining unit roles. The specific initial hourly wage rates for each position shall be as follows:

Content Team Job Title	Starting Wage
Senior Writer	\$42 per hour
Lead Writer	\$50 per hour
Senior QA Specialist	\$38 per hour
Technical Writer	\$42 per hour
Process Excellence Specialist	\$50 per hour
Senior Visual Design Analyst	\$45 per hour

Senior Motion Design Lead	\$50 per hour
Team Trainer	\$50 per hour
Launch Coordinator/Content Management Support	\$50 per hour

Section 2 - Anniversary Increases

Employees covered by this Agreement shall receive a 3.75% base wage increase during each year of the contract subject to the following eligibility requirements and schedule:

- **Ethics and Compliance Training:** Employees must complete all required Ethics and Compliance Training on time. Failure to complete the training will result in a 10% reduction of the overall rate increase.
- **Time Report Submissions:** Employees must submit all time reports on time. Three or more late time report submissions will result in a 10% reduction of the overall rate increase.
- **Rate Effective Date:** Employees will receive the full 3.75% base wage increase subject to the eligibility requirements above on the following schedule:

Employee Anniversary Date	Rate Increase Effective Date
September to November	December 1
December to February	March 1
March to May	June 1
June to August	September 1

For purposes of this Agreement, an employee’s Anniversary Date is the date on which the employee began his or her employment with the Employer, or the date of their last wage increase (excluding any increase as a result of adjustments to the starting wages of bargaining unit positions).

Contract ratification bonus: If the Union ratifies this contract prior to January 1, 2025, each bargaining unit employee will receive a contract ratification bonus of \$1,750.

Article 11 - Overtime and Holiday Pay

Section 1 - Overtime Generally

Overtime will be paid at one and one-half times the employee's regular rate for all hours worked over 40 hours in a single workweek, or otherwise in accordance with state, federal and local overtime laws. Except as modified by the foregoing, Accenture Policy 1472, Section 3, as in effect on January 1, 2025, is incorporated herein by reference and the Employer may make changes to these policies that affect employees covered by this Agreement during the term of the Agreement, provided those changes are adopted as to all Accenture Flex employees.

Section 2 - Holiday Pay

- A. Hours worked on an Accenture observed holiday will be paid at 1.5 (one and one-half) times the employee's regular rate of pay.
- B. Overtime worked on an Accenture observed holiday will be in accordance with state, federal and local overtime laws.

Section 3 - Overtime Procedure

When needed, the Employer will offer overtime work to qualified Employees with priority given to Employees with the most seniority. Should no qualified employees accept the offer of overtime work, the Employer may require employees to perform work outside of and in addition to their regular work schedule.

Article 12 - Paid Time Off (PTO)

Section 1 - Paid Time Off

Accenture Policy 0171, as in effect on January 1, 2025, is incorporated herein by reference. Under this Policy, Employees accrue 5 PTO hours per pay period, for a total of 15 days annually. PTO banks are administered on a fiscal basis, with the PTO year beginning on September 1 and ending on August 31. The Employer may make changes to these benefits that affect employees covered by this Agreement during the term of the Agreement, provide those changes are adopted as to all Accenture Flex employees.

Section 2 - Client-Observed Holidays

On days when the client is closed in observance of a holiday that the Employer is not observing and remains open, employees may elect to work these days. If an employee elects to work, they will receive their regular rate of pay for the day.

Article 13 – Benefits

Section 1 - Health, Welfare and Retirement: General Provisions

- A. The Employer shall determine and be responsible for all processes and procedures required for the administration of each benefit plan (“Plan”) identified below, as each Plan may be amended from time to time by the Employer, both during and following the expiration of this Agreement.
- B. Any dispute related to claims for benefits or eligibility, including rights and entitlements, shall be resolved in accordance with the terms and processes set forth in the applicable Plan documents, including the applicable Summary Plan Descriptions, and shall not be subject to the grievance and arbitration procedure established in this Agreement.
- C. The Employer may make changes to benefits that affect employees covered by this Agreement during the term of the Agreement. The Employer shall continue to offer an option for medical plans to Employees including PPO, HDHP, and EPO (in locations where currently available). The employer will also continue to offer options for dental and vision healthcare plans to Employees.

Section 2 - Employee Health Benefits

- A. The Employer will make medical, prescription and employee assistance plan (EAP) benefits available to employees covered by this Agreement pursuant to the Employer’s Participating Medical Plan under the Accenture United States Group Health Plan on the same terms and conditions, including plan design, administration, funding and cost sharing, (including deductibles and co-pays) as it offers to the Employer’s non-bargaining unit Accenture Flex employees, and as those terms and conditions may change from time to time.
- B. The Employer will make dental benefits available to employees covered by this Agreement pursuant to the Employer’s Participating Dental Plan under the Accenture United States Group Health Plan on the same terms and conditions, including plan design, administration, funding and cost sharing, (including deductibles and co-pays), as it offers to the Employer’s non-bargaining unit

Accenture Flex employees, and as those terms and conditions may change from time to time.

- C. The Employer will make vision benefits available to employees covered by this Agreement pursuant to the Employer's Participating Vision Plan under the Accenture United States Group Health Plan on the same terms and conditions, including plan design, administration, funding and cost sharing (including deductibles and co-pays), as it offers to the Employer's non-bargaining unit Accenture Flex employees, and as those terms and conditions may change from time to time.
- D. The Employer shall make the pre-tax premium, health care flexible spending account, and dependent care flexible spending account benefits available to employees covered by this Agreement pursuant Employer's Participating Flexible Benefits Plan for Accenture Flex and N3 Employees under the Accenture United States Group Health Plan on the same terms and conditions, including plan design, administration, and funding, as it offers to the Employer's non-bargaining Accenture Flex unit employees, and as those terms and conditions may change from time to time.
- E. The Employer shall make critical illness benefits available to employees covered by this Agreement pursuant to the Employer's "Participating Critical Illness Plan under the Accenture United States Group Health Plan on the same terms and conditions, including plan design, administration, and funding, as it offers to the Employer's non-bargaining Accenture Flex unit employees, and as those terms and conditions may change from time to time.
- F. Enrollment in the benefits identified in this Section 2 shall be at the election of the employee, or in accordance with any default or automatic enrollment provisions that apply under the applicable plan.

Section 3 - Life Insurance and Accidental Death and Dismemberment Insurance

- A. The Employer will make life insurance and accidental death and dismemberment insurance available to employees covered by this Agreement pursuant to the Employer's Participating Life Insurance Plan and Participating Accidental Death and Dismemberment Insurance Plan, respectively, under the Accenture United States

Group Insurance Plan under on the same terms and conditions, including plan design, administration, funding and cost sharing, (including deductibles and co-pays), as it offers to the Employer's non-bargaining unit Accenture Flex employees, and as those terms and conditions may change from time to time.

- B. The Employer will make dependent life insurance available to employees covered by this Agreement pursuant to the Employer's Participating Dependent Life Insurance Plan under the Accenture United States Group Insurance Plan on the same terms and conditions, including plan design, administration, funding and cost sharing, (including deductibles and co-pays), as it offers to the Employer's non-bargaining unit Accenture Flex employees, and as those terms and conditions may change from time to time.
- C. Enrollment in the benefits identified in Section 3 shall be at the election of the employee, or in accordance with any default or automatic enrollment provisions that apply under the applicable plan.

Section 4 - Long Term Disability Benefits

- A. The Employer will make long term disability benefits available to employees covered by this Agreement pursuant to the Employer's Participating Long Term Disability Plan under the Accenture United States Group Insurance Plan on the same terms and conditions, including plan design, administration, funding and cost sharing, as it offers to the Employer's non-bargaining unit Accenture Flex employees, and as those terms and conditions may change from time to time.
- B. Enrollment in the benefits identified in this Section 4 shall be at the election of the employee, or in accordance with any default or automatic enrollment provisions that apply under the applicable plan.

Section 5 - Retirement Benefits

- A. The Employer will make retirement benefits available to employees covered by this Agreement pursuant to the Employer's Accenture United States 401(k) Match and Savings Plan on the same terms and conditions, including plan design, administration, funding and cost sharing, as it offers to the Employer's non-

bargaining unit Accenture Flex employees, and as those conditions may change from time to time.

- B. Enrollment in the benefits identified in this Section 5 shall be at the election of the employee, or in accordance with any default or automatic enrollment provisions that apply under the applicable plan.

Section 6 - Group Legal Plan Benefits

- A. The Employer will make certain legal benefits available to employees covered by this Agreement under Accenture United States Group Legal Plan on the same terms and conditions, including plan design, administration, funding and cost sharing, as it offers to the Employer's non-bargaining unit Accenture Flex employees, and as those terms and conditions may change from time to time.
- B. Enrollment in the benefits identified in this Section 6 shall be at the election of the employee.

Section 7 - Internet Stipend

The Employer will provide a monthly internet stipend of \$40 to all employees covered under this agreement to contribute towards the costs of establishing or maintaining reliable home internet service.

Section 8 - Other Benefits

The Employer will make the following benefits available to employees covered by this agreement on the same terms and conditions as it offers to the Employer's non-bargaining unit Accenture Flex employees. The Employer may make changes to these benefits that affect employees covered by this Agreement during the term of the Agreement, provided those changes are adopted as to all Accenture Flex employees.

- Back-Up Dependent Care
- Commuter Program
- Discount Mall
- My Voluntary Benefits Program
- College Coaching
- Family Care Concierge Service
- RethinkCare (Parental support)
- Calm (Mindfulness and meditation)
- Wysa (Personal well-being coach)

- Thrive (Build better habits)

Section 9 - Leaves of Absence

- A. **Accenture Policy 1018-** Leaves of Absence, as in effect on [January 1, 2025], is incorporated herein by reference. This policy includes the following leave types:
- Bereavement Leave:** Up to 4 weeks of paid leave for the death of a spouse, domestic partner, or child. Up to 5 days of paid leave is available for the death of other close family members.
 - Jury Duty/Court-Related Leave:** Paid leave is available for jury duty and court-related activities connected to the employee's professional duties.
 - Voting Leave:** Accenture complies with all applicable local laws regarding voting leave. Employees should coordinate with their managers to adjust their schedules as needed to ensure sufficient time to vote.
 - Personal Leave (unpaid)
 - Future Leave
 - Take 5 program
 - FMLA
 - Extended Medical Leave

The Employer may make changes to these benefits that affect employees covered by this Agreement during the term of the Agreement, provided those changes are adopted as to all Accenture Flex employees.

B. Wage Replacement

- Long-term disability wage replacement benefits are available to employees covered by this agreement who have elected to enroll in the Employer's "Participating Long Term Disability Plan" referenced above.
- Short-term disability wage replacement is provided for certain qualifying medical leaves as outlined in Accenture Policy 1018. Such wage replacement claims are adjudicated by a third-party administrator selected by the Employer. The Employer may make changes to these benefits that affect employees covered by this Agreement during the term of the Agreement, provided those changes are adopted as to all Accenture Flex employees.
- The selection of the third-party administrator and any issues related to the administration of short-term disability wage replacement claims shall not be subject to the grievance and arbitration procedures of this Agreement.

C. Parental Leave

Accenture Policy 1491- Parental Leave-Birth, Adoption and Surrogacy, as in effect on [January 1, 2025], is incorporated herein by reference. Under this policy, eligible employees receive up to eight weeks of leave at 100% of base pay. The Employer may make changes to these benefits that affect employees covered by this Agreement during the term of the Agreement, provided those changes are adopted as to all Accenture Flex employees.

Article 14 - Notice of Termination and Redeployment Period

The following provisions shall apply to any bargaining unit employee whose employment is to be terminated due to the elimination of their bargaining unit positions, excluding termination for cause as defined in the “Discipline” clause of this contract.

Section 1 - Notice of Termination

The Employer agrees to provide at least thirty (30) calendar days’ written notice to any such Employee.

Section 2 - Redeployment Period

Any such Employee is eligible for a six-week redeployment period, starting on the first workday following their last day working in the bargaining unit. During this period, the Employee will receive regular pay and benefits and may use work time to seek employment, attend job search activities, or consult with HR.

Article 15 – Tools

A. Tool Improvement Committee

- a. A Tool Improvement Committee will be established consisting of two (2) employees chosen by the union and 2 management representatives.
- b. The Committee will meet quarterly or by mutual agreement and shall consider and discuss Employees’ feedback on the tools they use to perform their job duties.
- c. The Employer shall make a good-faith effort to respond to feedback.

B. Surveillance

- a. The Employer shall not use keystroke or mouse monitoring programs to track or assess an Employee.

Article 16 – Labor-Management Committee

A joint Labor-Management Committee will be established consisting of two (2) or three (3) representatives chosen by the Employer and two (2) or three (3) representatives chosen by the Union. Upon advance notice to the other party, the parties may invite additional attendees to the committee meeting.

The Committee will meet quarterly or by mutual agreement at a different frequency and shall consider and discuss issues of mutual concern to the Employer and the Union that are not covered in the grievance procedure.

Article 17 – Discipline and Discharge

Section 1 - Discipline Standards

- A. The Employer will not discharge, suspend, or take any other disciplinary action against any bargaining unit Employee without just cause. Discipline will be administered progressively, in accordance with the applicable provisions below governing problems other than performance (Section 2) or performance problems (Section 3). The Employer will concurrently provide the Union with a copy of any discipline (verbal or written) at the time it is issued to an Employee. Steps and actions taken under Sections 2 and 3, below, will be documented, and the documentation will be included in the Employee’s personnel file along with any responses the Employee wishes to be included in their file.
- B. Employees have the right to have a Union representative present at an investigatory meeting or interview involving potential disciplinary consequences. Employees shall be informed of that right at the time such meeting is scheduled.
- C. All references to deadlines and frames of time referenced in this Article may be waived or extended by mutual written agreement.

Section 2 - Problems Other Than Performance

- A. Discipline will be applied progressively except in the case of gross misconduct, including but not limited to violence or threatened violence, serious or pervasive harassment, fraud, theft or criminal activity that is job-related or makes an employee unfit or unavailable for their role.
- B. If a supervisor identifies a concern, the supervisor will notify the Employee and seek a satisfactory resolution (e.g., prompt correction, accountability, and a commitment that the concerning behavior or other issue will not recur). If the concern is not resolved, progressive discipline will be applied as follows:

- a. First Step: The supervisor will issue a clear and explicit written warning. The supervisor should document the subject and outcome of the discussion and should submit the documentation to Human Resources for the Employee's file and provide a copy to the Employee.
- b. Second Step: If the Employee fails to correct their behavior and engages in similar or related inappropriate conduct within eight (8) months following the Employee's receipt of cited disciplinary warning, the Employee may be terminated without any additional disciplinary steps, provided the Employee, if terminated, shall receive written notification of the basis for termination.

Section 3 - Problems Involving Performance

- A. Disciplinary Action: Discipline in response to unsatisfactory performance or deficiencies in the Employee's work or other performance-related problems or issues may be administered orally or in writing and will be applied progressively. The Employer will initiate the discipline process within fifteen (15) working days of the date it first knew or should have known of the event(s) or circumstance(s) giving rise to the discipline. Such discipline will be applied as follows:
 - a. If a supervisor identifies a concern, the supervisor will notify the Employee and seek a satisfactory resolution (e.g., prompt correction, accountability, and a commitment that the concerning behavior or other issue will not recur). If the concern is not resolved progressive discipline will be applied as follows:
 - i. First Step: Written Warning: If an Employee's job performance or conduct is unsatisfactory, or in the event of other performance problems, the Employee may be issued a written warning specifying the performance deficiencies or problems and warning that the Employee may be subject to further disciplinary action, up to and including termination.
 - ii. Second Step: Need for Improvement: When an Employee's work continues to be unsatisfactory or the Employee's supervisor continues to identify any other performance-related deficiency(ies) or problem(s), the Employee shall be given a written Performance Improvement Plan (PIP) notifying the Employee of such problems. The

PIP will outline where and how the Employee failed to meet standards or requirements and specify the time (at least one month and not to exceed three months) within which the Employee must achieve satisfactory performance. If the Employee fails to achieve satisfactory job performance at the conclusion of the timeframe set forth in the PIP, the Employer may terminate the Employee immediately for cause, providing written notification of the reason for termination, or the Employer may extend the PIP for one additional period not to exceed ninety (90) days.

- iii. The Employer shall not be required to give any employee more than one PIP for the same or similar conduct within a two-year period.

Section 4 - Disciplinary Reset

An Employee's status will be cleared and reset, for purposes of progressive discipline, after nine (9) months have elapsed without the Employee incurring any further related disciplinary action. No disciplinary records related to a discipline, except records related to gross misconduct, will be used for purposes of progressive discipline after nine (9) months from the date the discipline was issued. The Employer shall inform the Employee of any disciplinary reset in writing. Notwithstanding the foregoing, the Employer may use any prior disciplinary records for the purpose of establishing that the Employee was on notice of an Employer policy, rule, or standard of conduct.

Article 18 - Grievance and Arbitration Procedure

- A. A grievance is hereby defined as any claim, controversy or dispute between the Employer and the Union concerning the meaning, scope, or application of this Agreement.
- B. The Union and the Employer agree that they are committed to treating each other with respect and dignity during the grievance procedure. Any meetings described in this article may take place by videoconference unless there is mutual agreement to meet in person.
- C. All grievances must be filed and processed in accordance with the following exclusive procedure:
- D. Informal Discussion – The Union and the Employer commit to resolve disputes informally when possible. Prior to any grievance being filed, the employee with a

dispute is encouraged to discuss the dispute with the Operations Manager (or designated representative). The employee may request the presence of a Steward if they so desire.

- E. Written Grievance – A written grievance shall be filed with an Operations Manager. Within ten (10) days after filing of the written grievance, the Operations Manager (or designated representative) will meet with the Union in an attempt to settle the grievance (“grievance meeting”). If the grievance is not settled at the grievance meeting, the grievance may be appealed by the Union for arbitration by sending written notice to the Employer within ten (10) days after the grievance meeting. Each written grievance must set forth the facts giving rise to it, the Section or Sections of this Agreement alleged to have been violated, and the remedy or correction desired. Any appeal of a grievance shall set forth in writing additional facts, if any, relied upon.
- F. Grievances must be presented within ten (10) days after grievant knew or should have known of the act or omission that forms the basis of the grievance. The time limits associated with the processing of grievances set forth above shall be exclusive of Saturdays, Sundays and holidays.
- G. If no appeal is properly taken within any of the time limits specified in this Article, the grievance shall be considered settled on the basis of the last disposition by the Employer in writing. If the Employer fails to respond to a grievance within the time limits established in this Section, the grievance will automatically advance to the next step in the grievance process.
- H. Within fifteen (15) days after giving notice of appeal to arbitration, the parties shall meet for the purposes of selecting an arbitrator. If the parties cannot agree on an arbitrator, the Union shall request from the Federal Mediation Conciliation Service a list of seven (7) qualified arbitrators, within ten (10) days following such meeting. Within five (5) normal working days after receipt of such list, the parties shall meet and, if the parties cannot agree upon an arbitrator, each party shall alternately strike three (3) persons from the list of arbitrators, with the last remaining person to serve as the single neutral arbitrator, the party to strike first being selected by lot.
- I. Compensation and expenses of the arbitration, including arbitrator fees, shall be borne equally by the Employer and the Union. Should the parties agree to use a court reporter, or should the arbitrator desire the presence of a court reporter, then

the cost of the transcription service and a copy of the transcript for the arbitrator shall be borne equally by the Employer and the Union; otherwise, any party may engage a court reporter at their own expense but the other party must share equally in that cost in order to receive a copy of the transcript. Arbitrations shall be conducted by videoconference unless the parties mutually agree to in-person arbitration.

- J. The arbitrator shall have the authority to issue a final and binding decision. The arbitrator shall have no power or authority to modify, add to, subtract from, amend or in any way change the language set forth in this Agreement.
- K. The time limits specified in this Article may be extended by mutual written agreement between the Employer and the Union.

Article 19 - No Strike/No Lockout

Section 1

The Employer agrees not to lock out employees for the duration of this contract, and the Union agrees that there will be no strikes (including sympathy strikes, walkouts, slowdowns, or work stoppages, or other interruptions of work for the duration of this Agreement.

Section 2

Based on the promises above, if a violation of Section 1 occurs, neither party will bring or cause to be brought any court or other legal or administrative action against the other party unless the following occurs:

- a) The party discovering the violation of Section 1 notifies the other party of the occurrence;
- b) Within 24 hours of receiving notice of the violation of Section 1, the other party fails to use their best efforts to cause full compliance with Section 1.

Section 3

The Employer agrees there shall be no liability on the part of the Union because of any violation of Sections 1 and 2, provided the Union takes the following steps within twenty four (24) hours after receipt of written notice from the Employer to the Union of the commencement of such strike, walkout, slowdown, work stoppage or other interference with operations:

a) Publicly declare that the action is unauthorized within twenty-four (24) hours.

b) Direct its members to return to work notwithstanding the existence of any wildcat picket line within twenty-four (24) hours.

Article 20 - Limitations on Subcontracting or Contracting Out

The Employer shall not subcontract or contract out bargaining unit work, except that individual subcontractors may perform bargaining unit work for no more than six (6) months as long as (i) there is no substantial variance is shown in kind or degree from the Employer’s established past practices and (ii) there is no adverse impact to Employees in the unit.

IN WITNESS WHEREOF, the parties have caused duplicate parties hereof to be executed by their duly authorized officers and representatives.

Alphabet Workers Union-Communications
Workers of America, Local 9009



Parul Koul
President



Michael Batilla
Bargaining Team

Tahlia Kirk

Tahlia Kirk
Bargaining Team



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