

ARTICLE I

RECOGNITION

1.01 This Agreement is by and between Memnon Archiving Services Inc (the "Company" and Communications Workers of America, Local 4818 (the "Union") as the exclusive collective bargaining agent with respect to rates of pay, wages, hours of work and other conditions of employment for all full-time and regular part-time Video Digitization employees, Video QC employees, Film Operators, Film Lead Operators, Film QC employees, Audio Tape Digitization employees, and Shipping and Handling employees employed by the Company at its Bloomington, Indiana facility (but excluding all office clerical employees, professional employees, managerial employees, department supervisors, and guards and supervisors as defined in the National Labor Relations Act, and all other employees). Such Employees covered by this Agreement shall be included in a single bargaining unit, hereafter referred to as "the bargaining unit."

ARTICLE 2

DEFINITIONS

Departments and Types Of Employees:

DEPARTMENT: a section of the company which consistently works with one particular function.

Departments may be combined or their scope expanded or narrowed at the company's discretion. In the case of combining departments, departmental seniority shall be retained by employees of both departments, with pre-existing departmental seniority being reclassified as belonging to the newly combined department. In the event that a department is split into separate departments or reclassified while retaining a portion of its workforce and/or its original scope, departmental seniority held by employees is retained, reclassified as belonging to whatever new department is being created, and advances under the new classification.

EMPLOYEE: Any person designated as active on the payroll of the Company and covered by this Agreement as provided in Article I (Recognition). An Employee may be classified as either full-time or regular part-time.

FULL-TIME EMPLOYEE: One who, for a calendar month, is employed on average at least 32 hours of service per week.

In order to be eligible for holiday pay a full-time Employee must be regularly scheduled to work forty (40) hours per week.

PART-TIME EMPLOYEE: One who, for a calendar month, is employed on average less than 32 hours of service per week.

A temporary Employee is one who is engaged on a full-time or regular part-time basis for a specific project or a limited period, with the definite understanding that their employment is to terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than three (3) consecutive weeks, but not more than three (3) months, unless extended by mutual agreement. However, if the project becomes indefinite, the Company may reclassify temporary Employee(s) to regular full-time or regular part-time Employees.

The termination of the employment of such temporary Employees for reasons other than "work completed" (defined below) shall be subject to the grievance provisions of this Agreement, however, such termination will not be subject to the arbitration provisions of this Agreement.

WORK COMPLETED: A condition in which the work or tasks associated with a temporary position are complete or otherwise no longer available.

The Company may in its discretion engage temporary agency workers, who shall not be deemed to be Employees of the Company and, as such, shall not be covered by any of the terms or conditions of this Agreement. The Company will provide a report to the Union, on a monthly basis, of the use of temporary agency workers. The use of such temporary agency workers shall be kept to a minimum, not longer than ninety (90) days, unless mutually agreed to extend.

Scheduling and Wage Related:

WORK-WEEK: Collectively, the shifts determined by the Company, to be worked in a calendar week

SCHEDULED WORKWEEK: Total scheduled shifts. The workweek is Sunday 12:00 a.m. through Saturday 11:59 p.m.

SHIFT: Hours constituting a regular, individual, day's work.

WEEKEND SHIFT: A shift which begins on Saturday or Sunday.

HOLIDAY SHIFT: A shift which begins on the observed holiday.

OVERTIME: (A) Hours worked in excess of ten (10) in a day; (B) Hours worked in excess of forty (40) hours in a workweek.

PREMIUM RATE: The paid rate for all hours, other than overtime hours, which are required by this Agreement to be paid at a rate higher than the basic hourly wage rate including applicable differentials.

COMPANY-WIDE SENIORITY: Total length of service calculated based on hours worked with the company, subject to Article 14.

DEPARTMENTAL SENIORITY: The accumulated length of service calculated based on hours worked within a particular department, subject to Article 14.

Other

LABOR COMMITTEE: A committee that solely includes Employees in the bargaining unit and union officers. LABOR-MANAGEMENT COMMITTEE: A committee, which has members from both Employees in the bargaining unit and management, to examine, study and discuss possible solutions to problems affecting labor-management relations.

ARTICLE 3

NON-DISCRIMINATION

3.01 Neither the Company nor the Union shall discriminate against any Employee on the basis of age, color, disability, ethnicity, sex, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sexual orientation, citizenship status, veteran status, or other protected classifications recognized by federal or applicable local or state law.

3.02 Use in this Agreement of the masculine or feminine gender, in titles or otherwise, shall be construed as including male, female, and non-binary Employees and not as specific sex designations.

3.03 There shall be no coercion, intimidation, or discrimination practiced by the Company against any Employee because of membership in the union or by the Company against any union member or officer engaged in legitimate activities on behalf of the Union not prohibited by this Agreement. Further, there shall be no discrimination or preference involving hiring, promotions, or raises regarding union membership, or preference based on potential union membership when hiring a new Employee.

ARTICLE 4

RESPONSIBLE COMPANY-UNION RELATIONSHIP

4.01 The Company and the Union recognize that it is in the best interests of both Parties, the Employees and the public that all dealings between them be, and continue to be, characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels shall apply the terms of this Agreement fairly, in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all Employees in the bargaining unit. Each party shall bring to the attention of all Employees in the bargaining unit, including new hires, the commitment that they conduct themselves in a spirit of responsibility and respect the measures they have agreed upon to ensure adherence to this purpose.

ARTICLE 5

UNION DEDUCTION FROM WAGES

Dues Deductions:

5.01 The Company shall make collection of Union dues, agency fees and initiation fees through payroll deductions upon receipt of a properly executed authorization signed by the Employee for whom the deductions are to be made, and shall pay over to the Union each month the total amount thus deducted from all such Employees. Authorization by Employees for such deductions shall be in a form mutually acceptable to the Union and the Company and consistent with applicable law.

5.02 The Secretary-Treasurer of the Union shall certify the amount of Union dues, agency fees and initiation fees to be deducted in each interval by the Company. Such certification shall be made to the Company on or before Friday, the eighth (8th) calendar day preceding the last day of the pay period for which the deduction is to be effective. The Company shall forward monthly such deductions to the Secretary-Treasurer of the Union. Mass changes of deduction amounts shall be submitted ninety (90) days or more prior to the month in which such changes are to occur. Deductions from Employees paid bi-weekly shall be made in the first and second pay periods of each month. It is understood that the Company will not be liable except to deduct and forward such deductions to the Secretary-Treasurer of the Union. The Union assumes full responsibility for the disposition of the monies so deducted once they have been forwarded to the Union Secretary-Treasurer.

5.03 Payroll deduction of dues or fees shall be suspended during the period of an Employee's unpaid leave of absence and automatically reinstated upon return.

5.04 When an Employee who has authorized the Company to deduct dues or fees is temporarily promoted or transferred to a non-bargaining unit position for a period of one (1) full week or more, the dues or fees deduction authorization shall continue in effect until the temporary promotion or transfer exceeds four (4) full weeks. However, such deductions shall not exceed the amount deducted immediately prior to the temporary promotion or transfer. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of dues or fees shall be automatically suspended. Upon return to the bargaining unit, dues and fees will be automatically reinstated.

5.05 When an Employee who has authorized the Company to deduct dues or fees is temporarily promoted to a higher classification within the Bargaining Unit and is shown on payroll records as being in the higher classification, dues or fees will be based on the higher rate of pay for as long as the Employee remains in the higher classification.

5.06 The Union agrees to indemnify the Company and hold it harmless from all claims, damages, costs and expenses of any kind which may arise in connection with 5.01-5.05.

Information Provided To The Union And From Union:

5.07 The Union agrees to notify the Company of mass changes of deduction amounts ninety (90) days or more prior to the month in which such changes are to occur.

5.08 The Company shall furnish the Union a monthly statement including the following information for each Employee having dues or fees deduction authorization on file: (A)

Amount of dues or fees deducted; and (B) bargaining unit Employees for whom the Company has not made a dues or fees deduction and an appropriate explanation.

5.09 The Union and the Company shall keep each other currently informed of their respective duly authorized representatives and promptly notify each other of any change of such representatives.

5.10 The information listed above in Section 5.08 will be taken from Company records and will be furnished on a timely basis; however, the Union recognizes that errors and delays may and will occur and, in using the information furnished, assumes all risks associated therewith.

ARTICLE 6 COLLECTIVE BARGAINING PROCEDURES

Collective Bargaining

6.01 All collective bargaining with respect to rates of pay, wages, commissions, hours of work and other terms and conditions of employment shall be conducted by duly authorized representatives of the Union and the Company respectively. Agreements reached as a result of bargaining shall become effective when executed by authorized representatives of the Parties except as otherwise provided therein.

6.02 Not less than ninety (90) days before commencement of formal collective bargaining, the Parties shall mutually agree to the terms of payment for time spent in collective bargaining, including whether to pay for time spent in collective bargaining, by Employees who are authorized Union representatives on the Union's bargaining team; reimbursement of travel expenses (transportation and lodging) for such representatives to the Company-selected location for bargaining; the number of such representatives who shall be reimbursed/paid, if any; and other matters related to collective bargaining not otherwise addressed in this Section.

6.03 The costs of joint Union-Company conference facilities utilized for collective bargaining shall be borne by the Company provided the Company selects the location and the site of such facilities. If by mutual agreement an off-Company site is selected, the cost for such site shall be shared equally by the Company and the Union.

Contract Distribution:

6.04 The Company agrees to have this Agreement printed by a union printer within a reasonable time frame and a copy will be made available to each Employee covered by this Agreement. A reasonable number of additional copies of the Agreement will be provided to Employees upon request until the Company's initial supply of copies is exhausted.

ARTICLE 7 BULLETIN BOARDS

7.01 The Company agrees to provide and install a bulletin board for the exclusive use of the Union in a mutually agreeable location, at places where Employees covered by this Agreement work or assemble. The Company will, at its discretion, replace worn bulletin boards, and ensure all material posted on said bulletin board at the time is transplanted onto the replacement or otherwise managed by a member of the bargaining unit who has volunteered to manage the bulletin board.

ARTICLE 8 UNION OFFICERS AND REPRESENTATIVES

Promotions & Involuntary Transfers Of Union Representatives

8.01 When the Company desires either to promote to a management position or to involuntarily transfer an Employee who is a duly certified President, Vice-President, Secretary, Treasurer, or Secretary-Treasurer of a Local of the Union, or Area Representative or equivalent and the proposed change would have an effect on the Employee's status as an officer of the Local, the Company agrees to give the designated Representative of the Union written notice of such impending promotion or involuntary transfer at least fourteen (14) calendar days, if possible, in advance of the effective date of the change. The company cannot involuntarily promote to a management position an Employee who is a member of the bargaining unit.

8.02 The Company will notify the Union, as soon as practicable, when any such Employee is temporarily assigned outside the Bargaining Unit for one (1) week or longer.

Stewards & Orientation

8.03 Each newly hired Employee and each Employee new to the Bargaining Unit will be introduced by a Supervisor to the appropriate Union Steward and the Union Steward will have up to thirty (30) minutes to confer with the Employee. Such shall occur within two weeks of the Employee's hire or entry into the Bargaining Unit. This meeting shall happen without the presence of management.

Absence for Union Business

8.04 The Company agrees to grant to an Employee who is an Officer of the Union reasonable time off without pay, as needed, intermittently or otherwise, upon no less than 48 hours' notice of such absence, of up to one thousand and eighty (1,080) hours during a calendar year, unless mutually agreed otherwise with Labor Relations, to transact business of the Union, provided that the Company is given reasonable advance notice of such absence. The Unit Area Vice-President of the bargaining unit will be granted unlimited time during a calendar year, without pay, upon no less than 48 hours' notice of such absence, to transact business of the Union, provided that the Company is given reasonable advance notice of such absence. Only one such employee at any given time will be allowed a leave of absence under this Section 8.04 unless otherwise mutually agreed by the Company and the Union.

Leave Of Absence For Union Business

8.05 A Union representative on leave of absence for Union Business under Section 8.04 shall continue to accrue seniority.

8.06 A Union representative upon return from an excused absence or leave of absence under Section 8.04 shall be reinstated to the same job title or job title of equal pay to that in which the Employee was engaged immediately preceding the absence subject to the provisions of this Agreement relating to layoffs. The Employee shall be placed on the payroll at the rate then in effect for their assignment and for the period of service. No physical or other examination shall be required for reinstatement.

ARTICLE 9 MUTUAL INTEREST MEETINGS

9.01 The Company or the Local President of the Union (or their designee) can request a meeting to discuss matters of mutual interest or concern. The meeting will be arranged through the parties at a mutually agreeable time and place. If either party is unable to meet on the scheduled day, they shall notify the other to arrange a mutually agreeable alternative. Nothing in this Section 9.01 shall require reopening of the agreement or bargaining over any topic presented or compel either party to provide any specific information unless otherwise required by law.

9.02 Whenever the company considers it necessary to layoff Employees within the bargaining unit, the Local President of the union shall be notified not less than twenty (20) calendar days in advance of the date that the layoffs go into effect, except in the case of unforeseeable circumstances, in which case as much notice as practicable will be provided. For purposes of clarity, layoff under this 9.02 does not include temporary lack of work situations where employment is not being separated.

ARTICLE 10 PROBLEM RESOLUTION PROCEDURES

Union Representation & Notification

10.01 At any meeting between a representative of the Company and an Employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge) is to be announced, a Union representative shall be present if the Employee so requests. If a Union representative has been requested, the meeting shall not start until a Union representative arrives, unless no Union representative is available within 24 hours in which case the Employee may request an available Employee witness.

10.02 In the event the Company contemplates the demotion or dismissal for just cause (other than for layoffs or a reduction in force) of any Employee, the Company shall notify the Union President, or designated representative, and review the facts prior to the actual demotion or dismissal.

10.03 The Company agrees that it will act with just cause in taking any disciplinary action including dismissal, suspension or demotion of any Employee.

10.04 At any investigatory interview between a representative of the Company and an Employee, wherein the Employee reasonably believes that the information obtained may be used as the basis for disciplinary action against the interviewed Employee, a Union Representative must be present if requested, unless no Union representative is available within 24 hours in which case the Employee may request an available Employee witness.

Union - Management Review Board

10.05 After the Company gives notification of a contemplated dismissal for just cause (other than for layoffs or a reduction in force) pursuant to paragraph 10.02 (Union Representation & Notification) above, the Local Union may, within three (3) business days, request that a Union-Management Review Board be convened relative to the contemplated dismissal. The Union may withdraw such requests at any time prior to the Board meeting. During the pendency of proceedings under these provisions, the Company may place the Employee on an unpaid suspension pending dismissal. In the event that the Employee is not dismissed by the Company after the proceedings set forth in 10.05 through 10.07, the Employee shall be reinstated by the Company with or without back pay, as determined in the Company's sole discretion. In the event that the Company reinstates the Employee without back pay or takes other adverse action against the Employee such as demotion or discipline, the Union may initiate grievance proceedings consistent with the grievance procedures set forth below.

10.06 Within three (3) working days after the Local Union request is made, the Company shall notify the Local Union as to the names of the Company members of the Board, and the Local Union shall notify the Company as to the names of Local Union Board members. The amount of Board member(s) present by each party will be mutually agreed to by the Local Union and Company.

10.07 The Board will meet within fourteen (14) days from the original notification of contemplated dismissal unless extended by mutual agreement. It is the Parties' intent that the Employee attend the Board meeting except in unusual circumstances and the Local Union shall advise the Employee whose dismissal is contemplated of this intent. The purpose of the Board meeting will be to review the facts that are available concerning the contemplated dismissal and to permit the Employee (or in his or her absence, the Local Union) to present any facts which the Employee believes should be brought to the Company's attention when considering the matter and for the Parties to attempt to resolve the issue. Local Union Board members who are Employees will participate in the Board meeting without loss of pay during scheduled working hours.

10.08 If after the meeting of the Board the Company dismisses the Employee, any grievance involving the dismissal shall be deemed withdrawn or waived thirty (30) calendar days after the date of dismissal unless the Local Union elects:

(A) To advance the matter to impartial arbitration as provided in "Arbitration" following, if the Employee was present at the Board meeting; or

(B) To advance the matter to Step 3 of the grievance procedure as provided in "Grievance Procedure" following, if the Employee was not present at the Board meeting.

Grievance Procedure

10.09 Should differences arise between the Company and the Union regarding the interpretation or application of any of the terms or provisions of this Agreement, such matters shall be processed according to the grievance procedures set forth below. The Company and the Union recognize and confirm that the grievance procedures set forth below provide for the mutually agreed upon forums for resolution and settlement of any disputes under the terms of this Agreement. It shall be the objective of both the Company and the Union to settle any grievance promptly and at the lowest step of the grievance procedure.

10.10 Any individual Employee or group of Employees shall have the right to present grievances to the Company and to have such grievances addressed, without the intervention of the Local Union, so long as the settlement is not inconsistent with the terms of this Agreement and provided that the Local Union has been given an opportunity to be present at such settlement. Such grievances may only be assessed at the first step of the grievance procedure.

10.11 Discussion or Settlement of Grievance:

(A) When an Employee has referred a grievance to the Local Union and the Local Union Representative has so informed the Company that the Local Union represents that Employee, the Company shall not discuss or settle such grievance directly with said Employee initiating the grievance.

(B) The grievance procedure shall consist of three steps:

Step 1 - A grievance shall be presented to the management representative to whom the aggrieved Employee or affected Employee group directly reports. All grievances shall be submitted in writing on a form mutually agreed upon by the Company and the Union.

Step 2 - Notice of a grievance appeal shall be made in writing to the next higher level management representative, or other designated representative if mutually agreed to, of the department or manager to which the aggrieved Employee or affected Employee group directly reports.

Step 3 - Notice of a further appeal shall be made in writing to the appropriate Labor Relations Director or other designated Labor Relations Representative.

(C) Any resolution of a grievance at Step 1, 2 or 3 shall be final and binding for the particular grievance involved, however, a resolution at Step 1 or 2 shall not be used as a precedent by either Party.

10.12 Time and Method for Filing Grievances and Appeals:

(A) No grievance or appeal shall be evaluated by the Company, except for special circumstances agreed upon by both the Union and the Company, unless the grievance has been timely and properly filed as follows:

(A-1) A grievance must be presented by the Local Union at Step 1 within twenty business (20) days of the action, or as may be mutually agreed. For purposes of these grievance procedures, business days are M-F excluding state-recognized holidays.

(A-2) In the event the grievance is not resolved at Step 1 and the Local Union wishes to further appeal, such appeal must be made by the Local Union in writing at Step 2 within ten (10) business days of the receipt of the Company's determination at Step 1.

(A-3) In the event the grievance is not resolved at Step 2 and the Local Union wishes to further appeal, such appeal must be made by the Local Union in writing at Step 3 within ten (10) business days of the receipt of the Company's determination at Step 2.

(A-4) In the event the grievance is not resolved at Step 3 the matter may be appealed to Arbitration, with such appeal must be made in writing within thirty (30) calendar days of the receipt of the Company's determination at Step 3.

(A-5) All time limitations set forth in this Section may be extended upon mutual consent of both Parties.

(B) At each step, grievances shall be either settled, recessed to a mutually agreed date or appealed to the next higher step. The position of the Company at Steps 1, 2 and 3 shall be given to the Union within ten (10) business days of the close of the grievance meeting(s), or within a mutually agreed upon later date. Where no decision by the Company is received by the Local Union within the time period described herein, the grievance shall be considered denied by the Company and the Union may appeal to the next step.

(C) Upon mutual agreement of the Parties any single grievance may initially be heard at the third step of the grievance procedure without having been heard at either Step 1 or 2, however, in no event shall Step 3 be omitted or bypassed.

10.13 Grievance Meetings:

A meeting at any step of the grievance procedure shall be held promptly and not later than ten (10) business days after presentation of the grievance or notice of appeal unless the Parties mutually agree to a later date. A meeting at any step of the grievance procedure may be recessed and reconvened at a later date if the Parties mutually agree.

10.14 Discipline

Discipline for attendance infractions cannot be served after 21 calendar days from when the infraction took place. In the case of disciplinary action due to an event unrelated to attendance, disciplinary action by the Company may occur no later than forty-five (45) calendar days from when the event took place or when the Company discovered the event, whichever is later. In the case of a demotion or dismissal, notification of contemplation of demotion or dismissal under Section 10.02 shall satisfy the service of discipline requirement under this Section 10.14.

10.15 Arbitration

(A) In case of any dispute concerning the interpretation or application or alleged violation of the provisions of the Agreement which cannot be adjusted between the parties to this Agreement as provided in Steps 1-3, the same may be submitted by either party to arbitration.

(B) The party requesting arbitration shall give notice of the fact in writing to the other party as set forth in 10.12(A)(4) above and shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators, who shall be members of the National Academy of Arbitrators. The parties shall strike names alternately from said list, until one name remains. The remaining name shall be appointed the impartial arbitrator. It is understood and agreed that the impartial arbitrator may also be selected by mutual consent. Prior to the opening of the arbitration hearing, the parties will attempt to agree on the question to be arbitrated, and the arbitrator shall decide only the issue or issues set forth in such agreement. The arbitrator's decision shall be in writing.

(C) The Arbitrator shall not have the authority to change, alter, modify, or add to any of the terms or provisions of this Agreement.

(D) The decision of the arbitrator shall be final and binding on both parties.

(E) The costs of the arbitration shall be shared equally by the parties.

ARTICLE 11

JOB OPENINGS

11.01 Current Employees will be notified of new job openings via the Humanity app or current method of notification and/or by e-mail. All job openings within the bargaining unit will be offered to internal Employees for a minimum of ten(10) calendar days before posting externally. Employees will be notified of all job openings within the company but outside the bargaining unit when they are posted.

ARTICLE 12

MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to limit or impair the right of the Company to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable.

The management of the Company and its operations, the direction of the workforce, including the rights to hire, retire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its Employees and the right to relieve Employees from duty because of lack of work or for other legitimate reasons not in conflict with the provisions of this Agreement; the right to determine the extent to which the plant shall be operated; the right to introduce new or improved production methods, processes or equipment; the right to make technological changes, the right to decide the number and locations of plants, the right to transfer, move or relocate the Company's product, work, machinery, functions or operations from plant to plant, the right to decide the nature of equipment or machinery, the products to be manufactured, the methods and processes of manufacturing, the scheduling of production, the method of training Employees, the designing and engineering of products and the control of materials; the right to schedule work, to change work schedules, to determine overtime requirements, to determine the starting and ending time of breaks, to extend, limit or change its operations when and in such manner it deems it advisable to do so, to reduce, increase or rearrange departments, the right to establish new job classifications, to implement, modify or eliminate incentive and other bonuses, to allocate and assign work to Employees, to determine the number of hours to be worked, to determine the starting and quitting time, the right to continue to assign work to outside contractors, the right to move and relocate, or close and liquidate, the plant; provided, however, that the Company will give forty-five (45) days' prior written notice to the Union and thirty (30) days' notice to the affected Employees, and the right to enact, amend, modify, or terminate Company policies, plant rules and regulations (including, without limitation, the right to unilaterally enact a drug and alcohol testing policy and procedure) which are not in conflict with this Agreement, are vested exclusively in the Company.

The Union recognizes that there are functions, powers, authorities and responsibilities belonging solely to the Company, prominent among which, but by no means all inclusive, are those enumerated in the preceding paragraph. The management rights enumerated in said paragraph are not all inclusive and shall not be deemed to exclude other functions not herein listed.

The term "just cause," as used in the Agreement, includes but is not limited to any violations of published plant rules.

ARTICLE 13

PROBATIONARY PERIOD

13.01 Each new Employee shall be on probation for the first three (3) months of employment in the bargaining unit. Upon satisfactory completion of said probationary period, seniority will be computed from the date of hire with the Company. Employees covered under recall (14.02) or transfer (14.04) are not subject to a probationary period.

13.02 Absence from work will extend the probationary period for a period of time equivalent to the length of such absence. The Company may extend the probationary period by up to

thirty (30) additional days in the event an Employee is not demonstrating satisfactory performance, including attendance and provide notification to the Local Union President.

13.03 At any time during the probationary period, an Employee may be discharged with or without just cause.

ARTICLE 14

SENIORITY

Seniority for the purposes of this Agreement is defined as the length of continuous service with the Company calculated based on hours worked.

14.01 Employees shall lose all seniority rights and employment shall cease for any of the following reasons:

- 1) Resignation
- 2) Discharge
- 3) If any monetary settlement is made with the Employee covering total disability
- 4) If the Employee is retired
- 5) If the Employee falsifies information on his application for employment. The falsity may come to light at any time after the Employee's date of hire.
- 6) If the Employee is absent from work on an approved leave for in excess of twelve (12) calendar months and remains unable to return to work, with or without a reasonable accommodation
- 7) Failure to report for a period of three (3) days, without management approval

14.02 Layoffs and Recalls

If the Company decides, in its discretion, to reduce the workforce, and regardless of whether such reduction is temporary or indefinite, the Company shall make such reductions in the following order: (1) temporary Employees; (2) temporary agency workers; (3) part-time Employees; and (4) full-time Employees. With regard to steps 3 and 4, the Company shall select the employees for reduction within each category by level, from lowest to highest (i.e., S1, S2, S3, S4; L1, L2) by departmental seniority (lowest first) within the departments being reduced. Should there be any openings or opportunities for work in other departments within the bargaining unit, then among the Employees marked for layoff, such Employees will first be offered the opportunity to transfer to these departments by order of highest Company-wide seniority, with full-time Employees being offered such opportunity before part-time Employees; provided however the position is open and unoccupied and the Employee has the qualifications and experience for the position, as determined in the

Company's discretion. An Employee subject to layoff may claim their retained departmental seniority within a department previously worked, and if necessary due to the limitations of the department, such Employee may bump another Employee with less departmental seniority, with full-time Employees being offered such bumping opportunity before part-time Employees. Any Employee bumped shall be subject to the layoff provisions and other relevant provisions within this agreement, including this one. Part-time employees may only bump other part-time Employees, temporary Employees or temporary agency workers. Full-time Employees may bump any type of worker, but may be subject to reduced hours depending on the position bumped.

Employees on layoff status shall retain recall rights for twelve (12) months. If the Company authorizes that a vacancy in the bargaining unit be filled, Employees on layoff with recall rights shall be recalled by Company-wide seniority (highest first) with full-time Employees being recalled before part-time Employees; provided, however, that if a position to be filled requires particular skills or experience unique to the position or department, as determined by the Company, Employees on layoff status with those skills or experience shall be recalled by departmental seniority (highest first), with full-time Employees with such skills or experience being recalled before part-time Employees. If no Employees on layoff have the requisite skills or experience, the Company may post the position internally under Section 11.01 and if no internal candidate is selected, the Company may hire from any source. Temporary Employees have no right to recall.

Employees who are eligible for recall shall be given notice by e-mail sent to the Employee's last known e-mail address shared with the Company. It is the responsibility of the Employee on layoff to provide the Company with their e-mail address. The Employee must notify the Company of whether the Employee will accept recall within ten (10) calendar days after the notice has been e-mailed. If the Employee does not accept recall within such time, the Company's obligations under this 14.02 shall be deemed fulfilled with respect to that Employee. If an Employee does not accept recall, and recall would have been to the same job that the Employee held at the time of layoff, the Employee shall have no further recall rights to any position under this 14.02.

No new Employees or contractors will be hired into positions within the bargaining unit until the provision of this Section has been fulfilled.

14.03 Service Bridging

If any Employee who separates from the Company (either voluntarily or involuntarily) is recalled or rehired, the Employee's previous hours worked with the Company will be counted toward their Company-wide and departmental seniority.

14.04 Departmental Transfers

An Employee who transfers departments shall retain existing departmental seniority from their previous department and accumulate separate departmental seniority in their new department from the date of transfer.

Transferring departments has no effect on an Employee's accrual toward their company-wide seniority, pursuant to the accrual of seniority in this agreement.

Should a departmental transfer occur as the result of a department splitting into multiple departments, determination of allocation of Employees shall be decided by individual Employee choice in order of highest company-wide seniority first, as far as these choices align with the necessities of the new departments, as determined by the Company.

Article 15

Wage Administration

Basic Wage Overview:

15.01 Levels and corresponding wages are as follows:

INSERT INFO HERE

15.02 Level and wages within ranges will be determined by the Company based on demonstration of skills, training, experience, performance, and other necessary qualifications. The general criteria set out in the table above are informational only and are not a mandatory, exhaustive, or exclusive list of the criteria that may be used. Employees will not automatically advance based on time in position, seniority, or wages increased by annual increase amounts resulting in a wage outside of the wage range for the level.

15.03 Applicants for employment who possess skills, training, experience, and other qualifications over and above that normally expected of an entry level Employee may be placed by the Company in a level and wage consistent with such skills, training, experience, and other qualifications. For purposes of clarity, utilization of this Section 15.03 will not result in an increase to Employees in the same, similar, or any other position: provided, however, that the Company will consider whether to provide increases to Employees in similar positions but is not required to do so.

15.04 Payday will normally be bi-weekly on Friday. If an extenuating circumstance occurs that may prohibit the Company from fulfilling this obligation, this must be communicated to the Union.

15.05 During the term of this Agreement, the Company may elect to offer to Employees insurance benefits and/or 401(k) on such terms and under such conditions as determined in

the sole discretion of the Company. Such insurance benefits and/or 401(k) will be offered pursuant to the terms and conditions of applicable plan documents and insurance policies as may be provided, amended, modified, or terminated at any time.

ARTICLE 16 SCHEDULING AND PAYMENT FOR TIME WORKED

Scheduling

16.01 Selection of schedules for a scheduled work week shall be by departmental seniority.

16.02 Not later than 8:00 p.m. on Thursday of each week, assignments for the next calendar week shall be posted or otherwise be made available to show the assigned shifts each Employee is to work during the following week.

16.03 Should the Company make shift changes to an Employee's work schedule, which is not prompted by said Employee's request, after 8:00 p.m. on Thursday of the preceding week, the hours outside of the originally scheduled shift day(s) will be paid at a rate of one and one-half (1 and 1/2) times pay. This provision shall not be applicable in the event that a schedule change is necessary due to the failure of the same Employee or another Employee within the bargaining unit to report or be available for a scheduled shift. In such a case, an employee cannot be disciplined for attendance issues related to any changed shifts without them first confirming their ability to attend such shifts.

16.04 Changes, at the Employees' request, will be granted if service requirements and conditions of the business permit and provided that such changes do not violate the terms of this Agreement.

Overtime and Premium Pay

16.05 The basic hourly wage rate, including applicable differentials, shall be paid for all time worked, except where overtime rates or premium rates are specifically provided for elsewhere in this Agreement.

16.06 Overtime hours worked shall be paid at the rate of one and one-half (1 ½) times the basic hourly wage rate including applicable differentials.

16.07 For the purpose of crediting time not worked (hours other than regular worked hours) towards an Employee's eligibility for overtime payments, only the following absences during a scheduled shift shall be considered:

- Illness (Paid)
- Death in Family (Paid)
- Severe Weather (if Employee reports to work, and remains at work under 18.04)
- Visit to Medical Facility at Company's request

- Travel Time at Company's Request when such time is counted as hours worked under applicable law
- Civic Affairs (such as Community Fund, Red Cross, Etc.) when Assigned by Company
- Paid Joint Meetings with the Company including Joint Union-Company Committee Meetings, Grievance Meetings and Union-Management Review Board Meetings

Overtime Cap

16.08 If the Company chooses to mandate forced overtime, no Employees will be forced to work more than twelve (12) hours per day and forced overtime will not exceed eight (8) hours per any Employee's normal work week. Furthermore, no Employee will be expected to work more than two (2) consecutive weeks that include forced overtime. Employees may voluntarily offer to work more overtime hours per day, per week, and/or for additional consecutive weeks.

16.09 In the determination of who shall be called upon for forced overtime work, the following procedure shall be implemented:

1) Employees who volunteer to work overtime will be considered first. This group of Employees who volunteer will be offered overtime hours by departmental seniority.

2) If there is an insufficient number of Employees who willfully accept the overtime, then Employees will be expected to work the overtime by reverse departmental seniority.

16.10 If part-time Employees are called upon to perform forced overtime, they will be paid at a rate of one and one half (1 and 1/2) times their basic hourly rate for every hour beyond the hours of their regular work week.

Call Outs

16.11 When an Employee is called outside of their regularly scheduled shift for immediate reporting a minimum of two (2) hours pay will be paid unless the call occurs less than two (2) hours before the start of the Employee's next scheduled shift.

Out-Of-Hours Calls

16.12 When an Employee is called by telephone outside of their regularly scheduled shift, while on vacation or on a non-scheduled day, to discuss matters related to the job and the call has been authorized by management, the Employee will be paid at the Employee's basic hourly rate but will be paid for 15 minutes for calls from 1-15 minutes and 30 minutes for calls from 16-30 minutes. Discussions which take in excess of thirty (30) minutes shall be compensated at the Employee's basic hourly wage rate or at the overtime or premium rate if applicable as regularly recorded time worked. Employees are responsible for correctly recording and reporting all hours worked. This differential does not apply if the call is made solely to arrange or cancel overtime or for other scheduling or attendance-related issues.

Shift Differential

16.13 For any shift starting on a Saturday or Sunday, a 10% differential will be added to the Employee's basic wage rate, as well as any applicable differential or premium outlined in this contract. This Section 16.13 will not apply to an Employee voluntarily working other than an 8-hour shift schedule with days that fall on a Saturday or Sunday.

16.14 For any shift starting between 11pm and 6am, a 10% shift differential will be added to the Employee's basic wage rate, as well as any applicable differential or premium outlined in this contract.

ARTICLE 17 TREATMENT OF TIME NOT WORKED

Absence - General Pay Treatment

17.01 Employees shall not receive payment for scheduled time not worked, except as provided elsewhere in this Collective Bargaining Agreement.

17.02 An Employee who is unable to report for duty for any reason shall notify their supervisor, if possible, prior to the scheduled starting time of their shift.

Bereavement Leave

17.03 Payments for absence due to a death in the family may be allowed for full-time or part-time Employees with three (3) months service. Pay for this purpose shall include applicable shift differentials for which the Employee is eligible pursuant to this agreement.

17.04 Employees absent due to death of family or a close friend, or any relative listed in paragraph 17.05, will be excused from duty without loss of pay for up to a maximum of one (1) work day (including travel time) beginning with the day of death through the day of the funeral. In addition, in the event of a death as noted herein, Employees shall upon request be excused from scheduled time for four (4) additional unpaid days. PTO may be substituted for these days at the Employee's option.

17.05 Relatives that qualify an Employee for the provided bereavement leave listed in section 17.04 are child, step-child, spouse or Legally Recognized Partner, parent, step parent, sibling, step-sibling, aunt, uncle, cousin, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent or grandchild, brother-in-law, sister-in-law, spouse's grandparent, or anyone who resides in the same house as the Employee.

17.06 The maximum number of paid days referred to in paragraph 17.04 above shall be increased by one (1) for travel time if an Employee attends a funeral which is held more than two hundred (200) miles from the Employee's normal work location.

Jury or Other Court Duty

17.07 Employees under subpoena or summons or performing jury or other court duty shall receive the necessary time off needed to fulfill their obligation without pay. The Employee should notify the Company of the jury or other court duty as soon as possible. Employee hours will be changed to coincide with the above-mentioned obligatory jury or other court duty assignment. When Employees' scheduled workweeks and/or shifts are rescheduled for this purpose, no premium will be paid for the change.

17.08 Evening and night shift Employees who are expected to attend such jury or other court duty during the day are not expected to work their scheduled shift the evening or night before such jury or other court duty.

17.09 "Other Court Duty," as referred to in this section, is intended to cover those circumstances where an Employee acts in the interest of good citizenship, such as when an Employee who is a witness to an accident, assault, robbery, etc. is requested to appear in court as a witness. The Employee's appearance would qualify as "Other Court Duty" since such an appearance is considered to be meeting a civic responsibility. The provisions of these Sections 17.07-17.09 do not include the Employee appearing in a civil or criminal matter in which the Employee is a party.

Voting

17.10 If necessary to allow the Employee a reasonable opportunity to vote, time off without pay will be granted.

17.11 If an Employee takes the initiative to work at the polls on a voting day, time off without pay will be granted. The Employee will notify their manager at least 14 days prior to their efforts at the polls. Proof of attendance working the polls must be provided, if management requires.

Severe Weather

17.12 Should a worker's shift begin during a declared Severe Thunderstorm Warning, Tornado Warning, or Blizzard Warning, or any other declared severe weather warning that is hazardous to drive in, they shall be allowed the time it takes for the adverse conditions to pass plus travel time without receiving punishment for missed work, provided that they notify the Company of the delay prior to the start of their shift.

17.13 During a declared Severe Thunderstorm Warning that presents a potential danger to the facility or personnel, Employees will be allowed to stay indoors and may work away from windows until the storm passes. If working in a room with windows, Employees may move to an interior hallway or windowless room to work until the storm passes. During a declared tornado warning, Employees will seek shelter in a windowless, interior room or other shelter consistent with declared instructions. In such a case, work will resume once given the all clear from NOAA, local weather source, or building manager (see Memnon Emergency Action Plan).

Recognized Company Holidays

17.14 If the Company chooses to add any Recognized Company Holidays, they must communicate this to the Union thirty (30) days prior to the date of the holiday.

17.15 Employees will not be expected to work on any Recognized Company Holiday and eligible Employees will receive pay for such holiday as set forth in Section 18.09 and 18.10 unless they requested to work on such holiday (which request shall be made by department seniority) and they consent to such work. If an Employee consents to work on a Recognized Company Holiday, the Employee will be paid at the rate of one and one half times their basic hourly rate, including applicable shift differentials and premiums outlined in this agreement.

Break or Meal Periods

17.16 Regular Full-time Employees will be granted, at minimum, one unpaid hour break or one unpaid thirty (30) minute break along with two paid fifteen (15) minute breaks for shifts of eight (8) or more hours. Such Employees can choose to forgo their unpaid thirty (30) minute break and take only two paid fifteen (15) minute breaks. Employees working a shift of at least four (4) hours will be provided with, at a minimum, one (1) paid fifteen (15) minute break during the shift. Employees must ensure that they properly record all hours worked.

17.17 If, during a paid break or unpaid meal period, an Employee is called back to resume their work duties or is called by any supervisor to discuss matters related to their job they shall be granted in the same shift another paid break or unpaid meal period of equivalent duration to the time remaining from their interrupted break or meal period within one hour of the interrupted meal period or break. If the interrupted meal period or break is within an hour of the end of an Employee's shift, the meal period or break shall count as time worked. Employees must ensure that they properly record all hours worked.

Union-Company Meetings

17.18 The company will pay Employees for any union-company meetings at the Employee's basic wage rate and including shift differentials. This includes but is not limited to joint grievance meetings, joint investigatory meetings, and joint company-union committee meetings.

Americans with Disabilities Act (ADA) and Family and Medical Leave Act (FMLA)

17.19 The provisions of the FMLA and ADA, to the extent applicable to the Company, shall be granted by the Company to eligible and qualified Employees. Employees must meet the eligibility requirements and qualifications outlined by the FMLA and ADA to receive the benefits provided by the FMLA and ADA. The Company may exercise any rights allowed to it pursuant to such statutes, including the right to implement policies and procedures related to such statutes and to exercise its discretion with regard to the applicable terms and conditions of such policies and procedures, including optional requirements reserved to employers, consistent with applicable law.

Article 18

Paid Time Off (PTO)

18.01 Full-time Employees and Part-time Employees regularly scheduled to work 20 or more hours per week are eligible for Paid Time Off (PTO) each calendar year (January 1 to December 31) according to their length of service as follows (subject to prorating as set forth below):

<u>Completed Years of Service</u>	<u>Days (Hours)</u>
0-1	5 (40)
1-2	6 (48)
2-3	7 (56)
3-4	8 (64)
4-5	9 (72)
5-10	10 (80)
10+	15 (120)

18.02 PTO will be available for use on January 1 of each calendar year, and can be used in increments of not less than four (4) hours. PTO is prorated based on the Employee's regularly scheduled hours of work for Employees regularly scheduled to work 20 or more hours per week but less than 40 hours per week. PTO may be used for leave, vacations, sick days, illness of family members, unpaid holidays and other time off. PTO will be paid at the Employee's regular rate of pay, including any shift differential which the Employee has been regularly receiving at the time the PTO is taken. Only an Employee shall decide when they use PTO, unless otherwise required by Company policy (such exceptions are subject to provisions outlined in 18.06 and 18.07. Any unused PTO will not roll over into the next calendar year. Accrued but unused PTO will not be paid on termination of employment for any reason, except in cases of layoff or retirement. In such cases, unused PTO will be paid out as a lump sum severance payment equivalent to the unused hours multiplied by the employee's basic hourly rate in their last worked shift at the Company.

18.03 Eligible Employees hired during a calendar year will receive PTO according to the following schedule based on date of hire (start date), prorated based on regularly scheduled hours: January 1 – March 31, 4 days (32 hours); April 1 – June 30, 3 days (24 hours); July 1 – September 30, 2 days (16 hours), October 1 – December 31, 0 days (0 hours). Employees may not use PTO during their probationary period unless otherwise agreed by the Company.

18.04 The Company will maintain a record of accrued and used PTO, and these records will be freely available for Employees to reference.

Use of PTO for Vacation

18.05 PTO shall be utilized for any vacation or other time off an Employee takes. Requests for PTO use for vacation or other time off should be submitted as far in advance as possible to their direct manager, whenever possible at least two (2) weeks before the posting of the schedule for the requested time.

18.06 It is understood that the Company reserves the right to determine how many Employees may take PTO for vacation or other time off at one time. In the event two or more Employees request PTO use for vacation or other time off during the same time on the same calendar date, all will be granted their PTO use as long as it does not cause the Company's production hardship, as determined in the Company's sole discretion. In the event that multiple Employees cannot simultaneously be granted leave due to production limitations, the Employee(s) with the most Company-wide seniority will be granted their PTO use for vacation or other time off.

18.07 Any request for time off must be approved or disapproved within three (3) business days of the submission of the request. Disapproval of time off requests must be communicated to the Employee in person, via teleconference, or in reply to the original request via the same medium as the request. Failure to approve or disapprove of a time off request in this manner within three business days of the submission of the request will be recognized as defaulting to approval. If a request for time off is disapproved, the Employee must be offered the opportunity to take an equal amount of time off starting within the following range: fourteen (14) days before the start of the original requested time to fourteen (14) days after the end of the original requested time.

Use of PTO for Short-term Illness

18.08 An Employee who becomes ill will be allowed to use PTO equivalent to the Employee's regularly scheduled hours (normally eight (8) or ten (10)) at their regular rate of pay for that particular shift, including premiums and differentials, for each day of absence from work because of illness commencing with the first day of each illness. An Employee who fails to notify their immediate supervisor at least two (2) hours in advance of the scheduled shift that will be missed because of illness, except in verified emergencies where such notice is impossible or for shifts that begin before 9am in which cases notice must be provided as soon as possible, shall not receive the PTO benefit for that shift.

Holidays

18.09 Each full-time Employee regularly scheduled to work forty (40) hours per week will receive paid Recognized Company Holidays as set forth in Sections 17.14 and 17.15.

18.10 Pay provided for these holidays is equivalent to pay earned for an Employee's regular scheduled shift (normally eight (8) or ten (10) hours) at their basic rate, including applicable shift differentials and premiums outlined in this agreement.

18.11 If a holiday falls on a Saturday, it will be observed on the Friday before. If a holiday falls on Sunday, it will be observed on Monday.

18.12 Recognized Company Holidays

New Year's Day

Martin Luther King, Jr Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

Article 19

Excused Work Time

19.01 Each regular Employee who has at least three (3) months of service shall be eligible for an amount of Excused Work Time without pay represented in TABLE C, which can be used intermittently. Each regular Employee who has less than three (3) months of service shall be eligible for eight (8) hours of Excused Work Time without pay, until they reach three (3) months of service. Once at three (3) months of service, the Employee shall gain the amount of Excused Work Time without pay represented in Table C. Employees must provide at least forty-eight (48) hours' advance notice in order to use Excused Work Time. Excused Work Time must be used in increments of four (4) hours.

(TABLE C) Regular hours scheduled	Excused work hours granted per year
0-10	8
11-20	12
21-30	16
31-40	20

Article 20

Job Classifications and Promotions

20.01 Whenever the Company determines it appropriate to create a new job title or job classification in the Bargaining Unit, or restructure or redefine an existing one, it shall notify the Union in writing of such job title or classification and shall furnish a job description of the duties initially determined for such job title and classification and placement within the level

and wage range set forth in 15.01. If requested by the Union, the Company will meet to discuss the position.

Promotion and Refusal Of

20.02 Employees shall have the right to refuse a promotion without affecting their status for future promotions.

20.03 Promotions to jobs included under this Agreement shall be based on full consideration by the Company of seniority, ability, and qualifications. If the choice rests between two (2) or more Employees whose qualifications for the job are substantially equal, as determined in the Company's sole discretion, seniority shall govern the selection.

Article 21

Health and Safety

21.01 The Company shall provide a safe and healthful workplace for all Employees and address all safety hazards as required by law. Nothing shall imply that the Union has undertaken or assumed that responsibility.

21.02 Members of the Health and Safety Committee, a labor-management committee, shall be paid during scheduled meeting times at their basic wage rate, including applicable differentials outlined in this agreement. Non-management members of the Health and Safety Committee shall be provided an hour before meeting time for a "pre-meeting," which will be paid at each participating Employee's basic hourly wage rate including applicable differentials outlined in this agreement.

21.03 The Company shall ensure that the Company's premises are in conformity with federal, state, and local health and safety regulations.

21.04 The Company shall provide and maintain, at no cost to any Employee, such personal protective equipment as is required by the Company, and federal, state, or local authorities.

21.05 The Company shall arrange to provide transportation to any Employee at no cost to the Employee from the Company's offices for immediate attention for medical treatment necessitated by work-related injury or illness.

Article 22

No-Strike/No Lockout

22.01 During the term of this Agreement, there shall be no strike, slow downs, picketing, bannering, boycotts, work stoppages or any other actions by the Union, its representatives, or members, or by Employees covered by this Agreement which in any way will interrupt or interfere with the normal operations of the Company.

22.02 The Union agrees that upon notification by the Company of the existence of a violation of 22.01, it will take immediate affirmative steps with the Employees or others involved to bring about an immediate resumption of normal work and operations. The participation by any Employee in such acts or promotion by any Employee of such acts as described in 22.01, shall constitute a violation of this Agreement.

22.03 There shall be no lockouts of Employees by the Company during the term of this Agreement.

Article 23

Complete Agreement

This Agreement constitutes the entire agreement of the Company and the Union arrived at as a result of collective bargaining negotiations. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Any other practices or procedures which may have been observed in the past or any other Employee privilege, which have not been incorporated specifically into this Agreement are no longer in force or effect. During the life of this Agreement the Company may take any and all actions, make and implement any and all decisions not explicitly prohibited by this Agreement.

ARTICLE 24

TERM OF AGREEMENT

This Agreement shall become effective June 29, 2023, and shall remain in full force and effect through July 31, 2026, and thereafter shall be considered renewed from year to year unless either party shall give written notice of its desire to have this agreement modified or terminated to the other party, not less than sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire for termination of or any changes in the terms of this Agreement.

In WITNESS WHEREOF the parties have caused this Agreement to be executed this 29th day of June 2023.

Communications Workers of America, Memnon Archiving Services Inc.
Local 4818

Richard Spires, President
