

MAGELLAN HEALTHCARE, INC.

and

IAMAW and its LOCAL LODGE 47
MILITARY AND FAMILY LIFE COUNSELORS PROGRAM
Fort Benning, Georgia



Effective dates
November 8, 2020 thru October 31, 2021

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AGREEMENT

This collective-bargaining agreement, hereinafter referred to as "Agreement", is made and entered into by and between Magellan Healthcare, Inc. (hereinafter referred to as the "Employer" or "Company") and the International Association of Machinists and Aerospace Workers (IAMAW), Healthcare Local Lodge No. 47, AFL-CIO (hereinafter jointly referred to as the "Union").

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative and bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment for all full-time and regular part-time Military and Family Life Counselors (MFLCs), and employed by the Employer to perform work on the MFLC III contract and successor contracts that are assigned to Fort Benning, Georgia; but excluding all other employees, managers, office clericals, guards, and supervisors as defined by the Act, and as certified by the NLRB in Case 10-RC-248433.

ARTICLE 2 - NON-DISCRIMINATION

Section 1: Neither the Union nor the Employer shall discriminate against, or in favor of any employee in the bargaining unit on the basis of race, religion, color, sex, sexual orientation, weight (or body mass index rating), national origin, age, military veteran status, marital status, ancestry, family structure, union participation, genetic information, pregnancy, gender identity or expression, or mental or physical disability so long as the essential functions of the job can be performed with or without a reasonable accommodation with respect to the application of the terms of this Agreement.

Section 2: Alleged breaches of Section 1 of this Article may be submitted to the Grievance and Arbitration procedures of this Agreement. If a grievance proceeds to arbitration, the Arbitrator shall apply governing law in rendering decisions based upon claims of discrimination.

Section 3: If the grievance proceeds to arbitration and an Arbitrator issues a final and binding award, or the grievance is settled during the grievance process, the affected MFLC shall not seek a remedy at law or agency concerning claims raised by or related to the grievance.

ARTICLE 3 - PARTIAL INVALIDITY

Section 1: If any provision of this Agreement or any application of this Agreement are to be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 2: Nothing in the foregoing provisions shall be construed to prevent the parties from modifying this Agreement, at any time, pursuant to their mutual, written consent.

ARTICLE 4 - SECURITY CLEARANCE

Section 1. It is understood by and between the parties that, as a necessary condition of employment, Employees shall be subject to investigation for security clearances, special access requests, installation records checks (IRC), national agency checks and/or unescorted entry authorizations under regulations prescribed by the Department of Defense, Department of Homeland Security, or other agencies of the United States Government. Failure to apply, maintain or gain a security clearance, special access request, IRC, national agency check, and/or the denial or loss of required clearances and unescorted entry authorization by such Governmental agency shall be just cause for release from the employer due to inability to meet job requirements. Terminations of this nature shall not be subject to the grievance procedure.

Section 2. The Employer will reinstate the seniority of an Employee whose denied security clearance and/or unescorted entry authorization is reinstated by the U.S. Government. Any employee whose security clearance and/or access (as defined in Section 1, above) is denied or revoked shall be solely responsible for initiating and fulfilling all actions associated with the appeal process per guidance and direction provided by the government. Any employee whose seniority is reinstated under this provision will be reinstated in his/her previously held job classification where a vacancy exists. If a vacancy does not exist in the employee's previously held classification, the Employee may apply for an assignment where a vacancy exists, provided that the Employee currently meets all required special access requests, installation records check, national agency check and/or unescorted entry authorization, and is fully qualified to perform the required job duties without additional training. If there are no vacancies for which the affected MFLC is qualified, the Employee will be placed in Float status (as defined by this Agreement).

ARTICLE 5 - BULLETIN BOARD

The Employer will provide an electronic media forum for bargaining unit employees, which may be used by the Union for posting notices of Union meetings, Union elections, appointments, recreational and social affairs only. There shall be no other general distribution or posting of notices, pamphlets, advertising or political matter, or any other type of literature posted through this media forum than as herein provided. All notice must be provided to the Employer for compliance and posting purposes.

ARTICLE 6 - CODE OF ETHICS

The intent of this article is to preserve the highest standards as it relates to MFLCs and their associated Counseling Code of Ethics as defined by the applicable regulatory body for all licensing categories, as well as the Magellan Code of Conduct, Magellan Federal Compliance Program, which ensures that counseling professionals continue to enhance

the profession and quality of care given to military personnel and their families. As independently licensed counselors, MFLCs adhere to the highest ethical standards and deliver quality counseling and education services to schools, as well as military personnel and their families.

Therefore, should a Counselor believe that their Code of Ethics, Magellan Code of Conduct or Magellan Federal Compliance Program is in conflict with a directive from their supervisor, military personnel or government POC, the counselor will escalate their issue by text and/or e-mail, or both, to the Regional Director or their designee within 24 hours. If the Regional Director or their designee fails to respond to the affected MFLC within 24 hours after the MFLCs initial outreach to the Regional Director or their designee, the MFLC will take action in accordance with the above mentioned code of ethics and that which conforms to their applicable licensing board code of ethics. If a crisis occurs that requires immediate action by the MFLC, the MFLC will notify the Regional Director or their designee as soon as possible. The Regional Director or their designee will work towards an appropriate resolution and will utilize Magellan legal resources, as necessary. The MFLC who follows the above process will be free from discipline or any other type of recourse by the Employer for questioning a directive from those referenced above if they feel that those ethics are being compromised in any way.

ARTICLE 7 - UNION REPRESENTATION

Section 1: The Union will designate area Shop Stewards and Alternates for the bargaining unit at each site. Due to the nature of the work performed by MFLCs, it is not possible for Stewards to meet with MFLCs while either is engaged in a work assignment. Therefore, all Union business, including investigation of grievances, will be done on non-working time. The Stewards shall be authorized to attend meetings initiated by the employer without loss of pay.

Section 2: The Union shall supply management with a list of the names, addresses and telephone numbers of the Stewards, together with all changes as they occur. The employer shall only recognize those MFLCs so listed.

Section 3: The Employer agrees that the Grand Lodge Representative, Business Representative, or acting Business Representative (hereinafter referred to as the Union Representative) will be allowed to visit MFLCs while they are not engaged in work, for the sole purpose of investigating specific grievances or complaints related to the provisions of this Agreement or insuring the terms of conditions of the Agreement are being complied with. A minimum of twenty-four (24) hours advanced notice must be given to the Regional Supervisor or his/her designee, and such visits shall not interfere with production of work being performed. The Union Representative shall adhere to the base's safety and security policies while visiting the site. The Union Representative shall notify the Regional Supervisor or his/her designee when he is leaving the employer's operations.

ARTICLE 8 - DRUG AND ALCOHOL TESTING

The Employer and the Union are committed to providing MFLCs with a drug-free and alcohol-free workplace. The Employer has the right to conduct for-cause testing, post-accident testing, return-to-work testing, and other drug testing that is consistent with Company policy in effect at the date of execution of this Agreement. Additionally, the Company and the Union agree that drug or alcohol testing directed by the U.S. Government client is not subject to the grievance and arbitration provisions of this Agreement. Any violation of this Article, which would reveal a positive presence of a non-prescribed drug or alcohol, including the refusal to submit to an authorized drug test, shall be just cause for termination. All drug and alcohol testing will be at the expense of the Employer, except for retesting by an employee based on a positive test where the retest is also positive.

ARTICLE 9 - BARGAINING UNIT WORK

Section 1. It is understood by the parties that the customer has retained the right to accomplish any task with government personnel or others as required by the customer to acquire hands-on experience, training, and enhanced customer support. The Employer and the Union agree that such work does not violate the intent and agreement between the parties as outlined below.

Section 2. Supervisors, MFLCs and others not covered by the terms of this Agreement shall be permitted to perform work covered by this Agreement on an incidental basis and in the following cases:

- a) In emergent cases;
- b) To maintain individual currency and proficiency requirements as required by the customer;
- c) For instruction of bargaining unit MFLCs;
- d) To perform experimental work on a new job;
- e) In cases wherein no bargaining unit employee, who is qualified to perform such work, is available;
- f) For assignments requiring non-bargaining unit on-call employees working in a temporary backfill role for a limited duration

ARTICLE 10 - EMPLOYEE DISCIPLINE

Section 1. Discipline for Just Cause.

- (a) No employee shall be disciplined or discharged without just cause.
- (b) An employee may be required to attend an investigatory interview that could result in their discipline. Any employee required to attend an investigatory interview will be provided reasonable notice and an explanation of the

purpose of the meeting prior to the start of the interview and notified of his/her right to have Union Representation present at such interview.

- (c) Under normal circumstances, managers are expected to follow the procedure outlined below. There may be situations, however, in which the seriousness of the offense justifies omission of one or more of the steps in the procedure, up to and including termination of employment. All notices of disciplinary action taken by the Employer must be in writing and provided to the Employee.
- (d) Such notice shall state the reasons for the disciplinary action. Disciplinary action must be taken within ten (10) working days after the violation becomes known to management. This period can be extended by mutual agreement between the Employer and the Union.
- (e) All discipline shall be carried out in a timely, confidential, and professional manner.
- (f) MFLCs placed on an administrative leave, pending an investigation shall not be paid for time missed if the employee is determined to have violated Employer or Government policies, procedures, or rules. If the employee is found not to have violated Employer or Government policies, procedures, or rules, the employee shall be reinstated and paid for all time lost until the effective date of a status change (i.e., placement on Float status as defined by this Agreement).

Section 2. For infractions other than those warranting written notice or higher discipline, the Employer will communicate one or more non-disciplinary verbal counselings prior to initiating formal discipline. If there is a dispute relating to the merit of a non-disciplinary verbal counseling, the MFLC may submit a response to their supervisor.

Section 3. MFLC discipline prior to termination will be in the form of a written notice, and final written notice (with or without a Performance Improvement Plan (PIP)). Any termination must follow a written notice and a final written notice for the same policy violation, except for offenses for which immediate termination is justified.

Section 4. MFLCs will be subject to the Performance Improvement Guidelines as stated in the current MFLC Rotational Counselor Employee Handbook. Written warnings shall become inactive after nine (9) months. Final written warnings shall become inactive after twelve (12) months.

ARTICLE 11 - PROFESSIONAL PRACTICE COMMITTEE

Section 1. Scope. The Employer and the Union recognize the importance of continuous review of professional practices to provide quality care and in ensuring that the standards of client satisfaction are upheld. Counseling practices shall be discussed in Professional Practice Committee meetings. The meetings will be held once per calendar quarter

unless more frequent meetings are mutually agreed upon by the parties. Both parties shall submit an agenda one week in advance of the meeting setting forth the items for discussion.

Some examples of counseling topics that may be addressed in the Professional Committee are:

- Counselors provide input on issues that impact delivery of client care
- Counselors present case studies and discuss best practices
- Counselors present ideas for quality improvement of client care

Section 2. Limitations of the Committee. The Committee shall not have the authority to consider or resolve grievances, or negotiate, amend or otherwise alter this Agreement, and nothing herein is intended to supplant or abrogate the grievance procedures set forth in this Agreement as the sole and exclusive method for resolving disputes under this Agreement.

Section 3. Meeting Attendance. Committee members may take PTO or flex hours, consistent with the Employer's flex-time policy, to attend Committee meetings. Meetings shall not be scheduled to begin before 4:00 p.m. local time and will generally last up to 1 hour. Attendance may be in person or by telephone. It is expected that meeting attendees will follow professional standards of meeting attendance.

Section 4. Composition of Committee. The Union shall appoint two (2) standing MFLCs and one (1) Union representative to serve on the Committee. The Company shall designate two (2) representatives of its choosing to serve on the Committee. Additionally, each party may designate up to two (2) additional attendees to participate in a Committee meeting. Additional attendees will be approved by mutual agreement of the parties.

ARTICLE 12 - MFLC TRAINING

Section 1. Orientation and training of newly assigned MFLCs is the responsibility of the Employer. The Employer will follow Rotational Orientation Procedures for new hires. The Professional Practice Committee will be tasked with review of current orientation procedures and offering recommendations related to such procedures.

Section 2. MFLCs will be notified by the Employer of all standard training requirements and due dates as contained below. The government may require additional training for MFLCs. The timeline for completing such training is determined exclusively by the government. The Employer structures its training expectations with as much lead time as possible, which will not be less than three (3) weeks, unless a shorter lead time is imposed by the government. Section 2 applies to training of MFLCs on active assignments.

Section 3. Timely completion of all required Compliance Trainings by the applicable due dates is required of all MFLCs. Failure to complete in a timely and reasonable manner

may result in disciplinary action in accordance with the Employee Discipline provisions of this Agreement.

ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: A grievance is defined as a dispute regarding the interpretation, application, or breach of any of the terms of this Agreement or Employer policies affecting bargaining unit MFLCs. All grievances shall be submitted by the employee, the Union, or the Employer in accordance with the grievance procedure set forth herein.

Section 2: Grievances shall only be recognized or processed based upon facts or events which occurred within ten (10) business days of when the grieving party knew or by reasonable diligence should have known of the facts or events underlying the grievance.

All grievances shall state:

1. The nature of the grievance;
2. The article(s) of the Agreement alleged to have been violated, and;
3. The remedy requested.

These steps and time limits shall be followed in all cases unless modified in writing by the Employer and the Union. Failure by the responding party to follow the procedural steps herein and the time limits set forth shall permit the grieving party to proceed to the next Step. Any time limits may be extended for up to ten (10) business days by written agreement of the parties.

Section 3: Grievances shall be resolved in the following manner:

(a) **Step One** - Between the employee and the employee's immediate non-bargaining unit supervisor/designee. The responding party shall answer within ten (10) business days.

(b) **Step Two** -- Between the Steward and the next higher level of management or designated representative. The Step Two grievance shall be reduced to writing by the grieving party and shall state:

- (1) the nature of the grievance,
- (2) the article(s) of the Agreement alleged to have been violated by appropriate reference, and
- (3) the remedy requested.

A meeting conducted in person, by phone or videoconference shall be held within ten (10) business days of the filing of the Step 2 grievance. The responding party shall give its written answer within ten (10) business days of the Step 2 meeting.

Company grievances shall begin at Step Two of this process.

(c) **Step Three** -- Between the Steward, Local Business Rep and/or International Representative and the Employer's HR designee. Appeals to Step 3 must be submitted in writing within ten (10) business days of the Step 2 response. A meeting shall be held within ten (10) business days of the Appeal, and the responding party shall answer in writing within ten (10) business days of the Step 3 meeting.

d) **Arbitration** --- Grievances not satisfactorily resolved at Step 3 may be submitted to arbitration. The grieving party may submit its written intent to arbitrate within ten (10) business days following the Step Three answer. Failure to timely submit a written intention to arbitrate shall constitute a waiver of the right of the appealing party to resort to the arbitration process in which case the grievance shall be deemed resolved with the Step 3 answer.

Section 4: Any grievance not conforming to the provisions herein or not filed within the prescribed time limit or not advanced to the next Step within the time limit in that Step, shall be considered waived. Any grievance certified to arbitration which is not scheduled within (six) 6 months will be considered closed and ineligible for arbitral consideration.

Section 5: The Party moving to arbitration shall immediately request, from the Federal Mediation and Conciliation Service, a list of at least seven (7) arbitrators who are members of the National Academy of Arbitrators, from the respective region. Within ten (10) business days of receipt of the FMCS panel of arbitrators listing, the parties shall alternatively strike a name from the list until only one (1) name remains and that person shall be designated by the parties as the arbitrator. The party first to strike shall be the moving party who initiated the panel.

Section 6: The decision of the arbitrator shall be final and binding upon the parties and shall be rendered within thirty (30) days of the hearing. The arbitrator may be granted additional time to render a decision by agreement between the Employer and the Union.

Section 7: The compensation and expenses of the arbitrator and meeting room costs shall be borne equally. Costs incurred by the respective parties for their witnesses shall be borne by the respective party, and the cost of any report or transcript shall be divided equally by the Employer and Union but only if furnished by mutual consent of the Employer and the Union.

Section 8: The arbitrator shall have the authority to decide and rule on alleged violations of the National Labor Relations Act raised through the grievance process as result of a deferral of an unfair labor practice charge by the National Labor Relations Board to the grievance process. In arriving at any settlement or decision under the provisions in the Article, neither the parties nor the arbitrator shall have the authority to alter this Agreement in whole or in part.

Section 9: In consideration of cases involving MFLCs off the active payroll and in cases involving pay rates or back pay, the arbitrator's authority will be limited to no more than eighteen (18) months' pay, back pay, or pay adjustment in remedy of any

grievance. Neither party shall have any right to discovery during the arbitration process, except as otherwise permitted under the National Labor Relations Act.

ARTICLE 14 – FURLOUGH, FLOAT, LAYOFF, AND RECALL

Section 1. Definitions.

- **ASSIGNMENT** – The period to be worked as defined in a Counselor Task Assignment (CTA) issued to an MFLC.
- **FURLOUGH** – Off assignment/Unpaid administrative leave. - MFLC Counselors are placed in this status as follows:
 - Rotational, Embedded, SOCOM and CYB Counselors - To accommodate a pending OCONUS relocation or CTA assignment change that will occur within 30 days of the end of a current CTA, an MFLC will be placed in furlough status. Medical, dental and vision benefits (if previously selected) and access to employer's systems remain active. An MFLC who does not begin a new assignment within 30 days of the end of the previous CTA will be moved to the float status.
 - School Counselors – To accommodate MFLC School Counselors between the end of an academic year and the beginning of the next academic year (commonly referred to as “summer break”) for up to 90 days, medical, dental and vision benefit (if previously selected) and access to Magellan systems remains active. The MFLC School Counselor must have completed a school assignment CTA and have accepted a new assignment (CTA) to be eligible.
- **FLOAT** – Off assignment/Unpaid non-benefit eligible status.
 - When a Counselor Task Assignment (CTA) ends and no assignment is scheduled to begin within the next 30 days, the MFLC moves to float status. This excludes all MFLCs who qualify for furlough, above. Existing medical, dental, and vision benefits shall be active for the end of the calendar month in which the MFLC's CTA ends, after which the MFLC is eligible for continuation of benefits through COBRA at their own expense. Access to all Magellan systems continues through float status. MFLCs may remain in float status for up to one (1) year. After one (1) year, the MFLC is administratively terminated, and any accrued, unused PTO is paid out in the next regular pay period.

Section 2. When it becomes necessary to reduce MFLCs within a job classification and/or location in accordance with a Government-issued Task Order, MFLC(s) in their probationary periods will be laid off first, followed by MFLC(s) with the lowest Bargaining Unit Seniority. The Employer will endeavor to provide at least five (5) work days' notice of such layoff. Absent five (5) work days' notice of the layoff, the MFLC shall be paid five (5) work days from the date he or she was notified of the layoff, at the rate of pay in effect at the time of the layoff. If the Government restores additional positions within six (6) months of the reduction, MFLC(s) will be recalled by Bargaining Unit seniority, within the classification of the position(s) added.

Section 3. If an assignment is eliminated prior to its original completion date in the CTA, due to no fault of the MFLC, the MFLC will be given top priority according to their qualifications and their bargaining unit seniority for the next available assignment within their job classification, provided that they have applied for such an assignment.

ARTICLE 15 - STAFFING AND JOB POSTING POLICY FOR NEW AND EXISTING POSITIONS

Section 1. Renewal of an Existing Assignment

- (a) Within ten (10) business days of the Employer's receipt of a Technical Directive Letter (TDL) from the Government customer renewing a Unicode, the Employer will notify the employee currently occupying the Unicode;
- (b) Employer will issue a new Counselor Task Assignment (CTA) to the employee provided that the employee is eligible for continued performance in the Unicode, within ten (10) business days of the initial notification of the employee;
- (c) Upon receipt of the CTA, the employee must accept or decline the offered CTA within three (3) business days. Failure to accept the offered CTA within that time will be construed as a rejection of the offered CTA.

Section 2. Whenever bargaining unit assignments become available, qualified internal candidates will be selected prior to considering external candidates, in accordance with the following procedures:

- (a) A notice will be posted on the Employer's online staffing website and will be distributed to all eligible MFLCs who have signed up to receive a list-serve email for consideration by interested parties for three (3) business days.
- (b) After the posting period, the Employer will conduct a review of candidates who meet the established qualifications for placement into the vacancy. The Employer will select the most qualified candidate based on job requirements and bargaining unit seniority.
- (c) Once selected, an MFLC must remain in the new assignment as outlined in their CTA for the full duration of the CTA.

Section 3. All offers of employment or re-employment mentioned herein will be sent by e-mail to the MFLC's personal and work e-mail addresses on file.

Section 4. MFLCs on Float and/or Furlough status may apply for On-Call status, a non-bargaining unit position, to qualify for placement as a temporary backfill.

ARTICLE 16 - SENIORITY

Section 1. New MFLCs shall be regarded as probationary MFLCs for the first ninety (90) days of their full-time employment. Upon successful completion of the probationary period, the MFLC shall be placed on both the Employer and Bargaining Unit seniority lists and shall be given a seniority date that is retroactive to the date of hire.

Section 2. Classifications Recognized for Seniority. The job classifications recognized for seniority purposes shall consist of:

1. Embedded
2. SOCOM
3. School
4. CYB
5. Adult

These are Rotational positions. All such classifications may fill installation-based summer assignments and short-term camps, provided that the MFLC meets the experience and assignment requirements. Counselor assignments are defined in a Counselor Task Assignment (CTA) and executed by the Company and the MFLC.

Section 3. Employer Seniority – Definition. Employer seniority under this Agreement will be used for benefit calculation. Employer Seniority is determined by the MFLC's employer hire date as listed in the Employer's Work Day system.

When an MFLC terminates employment, either voluntarily or involuntarily, and subsequently returns to work for Magellan, a break in service occurs. If an MFLC returns to work after a break in service within one (1) year, the period of previous employment will be the MFLC will be provided service credit for time worked prior to the break in service, in accordance with the Magellan MFLC Counselor Employee Handbook. Breaks in service of less than 30 days will have no effect on an employee's Employer Seniority date.

Section 4. Bargaining Unit Seniority – Definition. Bargaining Unit Seniority shall be recognized as the date the MFLC entered the bargaining unit as defined in this Agreement, and will be used when:

- Filling vacancies as provided in Article 15 (Job Postings).
- Reducing the work force as provided in Article 14 (Layoff Article).
- Determining approval for paid time off (PTO) and unpaid leaves of absences as requested.

In the case of a tie in seniority, it shall be resolved by using the earliest birth month of the impacted MFLCs. The MFLC with the earliest birth month shall be placed first on the list.

Section 5. School MFLC Seniority. All School MFLCs shall gain one full year of both Employer Seniority and Bargaining Unit Seniority for working one full school year.

Section 6. Seniority Lists. Seniority lists will be updated quarterly by the Employer and shall be posted on the Union's electronic media forum, described above in Article TBD (Bulletin Board). In the event of an error, the MFLC or the Union shall have fifteen (15) calendar days from the date of posting to file a protest.

Section 7. Loss of Seniority. An MFLC covered by this Agreement shall lose their seniority status, and their name shall be removed from the seniority list under the following conditions:

- a) MFLC resigns or is discharged for just cause, and is not re-employed by the Employer to a bargaining unit position within one year;
- b) MFLC is absent from work for three (3) consecutive working days without notifying the employer with a sufficient justification.
- c) MFLC does not accept the employer's offer of employment or re-employment by the date specified in the offer letter, which in no case shall be fewer than five (5) days from date of the offer.
- d) MFLC does not return to the service of the employer on or before the date specified in the notice from the employer offering employment or re-employment. The return-to-service shall not be fewer than ten (10) calendar days from the offer date.
- e) MFLC is on float status and does not accept a CTA assignment for a continuous period of one (1) year,
- f) MFLC accepts a position as a Supervisor will return Bargaining Unit seniority if he or she does not return to a bargaining unit role within six (6) months.

Section 8. Seniority While on Furlough or Float Status. An MFLC will continue to accrue seniority while on furlough or float, or approved leave of absence.

ARTICLE 17 - HOURS OF WORK

Section 1 - Normal Work Week: The normal work week generally consists of forty (40) work hours between 12:01 a.m. on Sunday and ending at 12 midnight the following Saturday night. MFLCs must set their work schedules to meet work requirements, but may flex their hours worked, in coordination with their supervisors.

Section 2 - Flex Schedule: With advance notice to the MFLC's supervisor, the MFLC may alter his or her work schedule to provide the required level of service and support to service members and the Government customer. When requested by a Government representative or other designated customer point of contact (POC) to alter their schedule to accommodate a customer need (the Request), the MFLC will notify their supervisor of the Request and the MFLC's proposed time off to offset the extended hours worked. This notification shall occur within one (1) hour of the Request and shall be made via e-mail. The supervisor will approve the MFLC's proposed offset or provide alternate Flex Schedule guidance.

If the Request to alter the MFLC's schedule is urgent and received by the MFLC outside of normal business hours, the MFLC shall call their supervisor within one (1) hour of the Request to provide the required notice and proposed date and time of offset for the extended hours worked. If the supervisor does not answer the call, the MFLC will e-mail their supervisor to notify the supervisor of: (a) name and title of customer representative requesting support; (b) the date and approximate times of the requested support, and (3) the MFLC's proposed time off schedule offset the extended hours worked.

Where a MFLC seeks to flex time to address a personal need of less than four (4) hours, the MFLC shall make this request in advance to their supervisor. The MFLC shall state the reason for the flex time, and the date and amount of time needed. The MFLC shall also state the proposed date and time the hours will be made up. The MFLC's request must be pre-approved by their supervisor and have POC concurrence. The make-up hours must serve a legitimate MFLC mission or purpose. If the supervisor determines that the proposed make-up hours do not service a legitimate MFLC mission or purpose, the supervisor may deny the request to flex the time and require the MFLC to use PTO. Such requests shall not be unreasonably denied.

MFLCs must offset or make up flex hours during current or following pay periods, provided that the hours are offset or made up within the same calendar month. Flex hours do not carry over to the following calendar month.

Section 3: Other Schedules. MFLCs may be assigned to other work schedules as dictated by customer requirements or as agreed to between the parties.

ARTICLE 18 – MANAGEMENT RIGHTS

Section 1. The Employer retains the sole right to manage its business, to make all decisions and to take whatever action it deems necessary in connection therewith, except as modified by the provisions of this Agreement. The rights reserved to the Employer include all matters inherent in managing its business, as well as those necessitated by the unique nature of the Employer's operations and mission, regardless of the frequency or infrequency with which such rights have been exercised in the past. These rights include, but are not limited to: directing the workforce, including the right to hire, manage performance, promote, transfer or demote any MFLC, or to lay off, furlough, or otherwise relieve MFLCs from duty for lack of work or other legitimate reasons; to discipline for just cause; to add or subtract personnel or operations in any military installation or school; and to make and enforce reasonable work rules.

Section 2. The parties recognize that they are providing a service to the U.S. Government and, except as provided herein, there shall be no recourse against the Employer with regard to its actions taken to comply with directives by the U.S. Government. In the event that a Government directive necessitates a deviation from the obligations or procedures contained in this Agreement, the Union may request that the parties meet and confer concerning the effects, if any, of the Employer's compliance with the Government directive. This includes, but is not limited to, the Employer's ability to subcontract and/or make changes to schedules of work, services, processes, and standards as required by the MFLC Contract, the customer, or other Government agency.

ARTICLE 19 – NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement, the Union will not engage in, authorize, or recognize any strike, picketing, sympathy strike, slowdown, stoppage of work, planned inefficiency, or any other curtailment of work or interference with production, for any reason whatsoever. MFLCs who violate the provision of this section shall be subject to discharge or any lesser disciplinary action the Employer shall impose. Upon learning of

any of the foregoing unauthorized conduct or activities, the Union shall take all necessary steps to avert or bring such activity to a prompt termination.

Section 2. During the term of this Agreement, the Employer shall not cause or engage in any lockout of bargaining unit employees.

ARTICLE 20 - MFLC BENEFITS

Section 1a. The Company shall offer the same health insurance plans to bargaining unit MFLCs on the same company funding and terms as offered to non-bargaining unit MFLCs.

Section 1b. The Company shall offer the same dental and vision plans to bargaining unit MFLCs on the same company funding and terms as offered to non-bargaining unit employees.

Section 1c. The Company shall offer the same short-term and long-term disability and group life insurance to bargaining unit on the same terms as provided to non-bargaining unit employees.

Section 2. 401(K): MFLCs may elect to participate in the employer-sponsored 401k plan. The Company will match at 50% of the MFLC's contribution up to the first 6% of eligible compensation contributed by the MFLC. The Company's maximum match shall be 3%. All terms and conditions will be determined by the Plan document, including employee vesting.

Section 3. MFLCs will be eligible to participate in the same voluntary benefit plans provided to non-bargaining unit employees.

ARTICLE 21 - HOLIDAYS AND CLOSURES

Section 1. Holidays. Fixed Holidays will be in accordance with the yearly schedule listed below:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Veterans Day	Columbus Day
Memorial Day	Thanksgiving Day
Presidents Day	Christmas Day

Section 2. If a holiday falls on a Saturday or Sunday, MFLCs shall receive off on the weekday the holiday is observed by the U.S. Government's workforce.

Section 3. If an MFLC is on an approved PTO during a week in which a holiday falls, time will be charged to holiday rather than PTO. An MFLC who is on an approved voluntary LWOP during a week in which a holiday occurs will be eligible for holiday pay. MFLC's who are on a leave of absence do not qualify for holiday pay.

Section 4. If an MFLC is required by the Government customer or his or her supervisor to work on one of the above holidays, the MFLC may, with the approval of his or her supervisor, take off another day within that calendar month.

ARTICLE 22 - SALARY AND WAGES

Following ratification of the contract:

2.0% base salary increase, plus a lump sum payment of \$1,000.00.

For purposes of this Article, the salary increase shall be effective the first full pay period following ratification of this Agreement (which will be November 8, 2020 provided the Agreement is ratified by November 12, 2020).

The Lump sum payment will be made on November 27, 2020, provided the Agreement is ratified by November 12, 2020.

ARTICLE 23 - OTHER PAY (AS APPLICABLE)

Team Lead. An MFLC assigned in writing as Team Coordinator will be paid an annualized premium of \$3,120 per calendar year, payable on a prorated basis for any pay period in which the MFLC works as a Team Coordinator. The term "Team Coordinator" does not designate a job category but identifies an MFLC who is assigned the Team Coordinator designation by the Company in writing. The parties expressly agree that the existence of this provision does not require that the Company staff the Team Lead position.

ARTICLE 24 - PART-TIME EMPLOYEES

Section 1. A part-time employee is one who is regularly scheduled and regularly works at least twenty (20) but less than thirty (30) hours per week. Part-time employees are eligible to participate in certain Magellan group benefit plans at modified employee contribution rates that will be defined during each benefit enrollment period. Eligibility for other employee benefits will be as described in the applicable benefit policies or summary plan descriptions.

Section 2. The parties agree that if there is a need to fill a temporary or back-fill role, the position will first be offered to full-time bargaining unit employees who are off-assignment/furloughed and/or on Float Status and who have applied to work as an on-call employee before offering to part-time MFLCs or others not covered under this agreement.

ARTICLE 25 - PAID AND UNPAID TIME OFF

Section 1. MFLCs are eligible to start accruing PTO during the first pay period in which regular hours are worked. MFLCs are eligible to use scheduled PTO sixty (60) days after completion of their first 60 calendar days of an assignment. Eligible MFLCs may use

available PTO for legally mandated paid sick leave purposes, where consistent with applicable state or local requirements.

Section 2. The following PTO accrual rates are based on an MFLC's years of service, as defined in this Agreement:

Years of Service	Maximum PTO Annual Accrual
<1 year	7 days
1+ years	11 days

MFLCs may take one (1) paid day per calendar year to attend licensure-related training. The CEU day must be taken while on an active CTA. Unused CEU hours shall not be paid at termination.

MFLCs may take up to eight (8) hours of paid time off to perform volunteer work each calendar year.

For purposes of calculating PTO accrual, length of service includes the whole span of continuous service with the Company.

PTO is earned per pay period on a pro-rated basis. PTO will continue to accrue while on any paid time off. MFLCs become eligible for the new higher accrual rate on the first day of the pay period during which the MFLC's service date falls.

PTO may be used in four (4) or eight (8) hour increments. MFLC counselors may request pre-approval from their Regional Supervisor to flex their schedules to address a personal need that is less than 4 hours in duration. (If the personal need exceeds 4 hours they are expected to request and use PTO). The flexed time needs to be made up within the current or following pay period and within the same calendar month.

Section 3. PTO Carryover. MFLCs will be permitted to carry over unused PTO to the following calendar year.

Section 4. Requesting PTO. The manager has the right and responsibility to approve or disapprove requests for PTO and resolve any scheduling conflicts that arise over leave requests. Scheduling of time off is subject to business needs and supervisor approval.

Section 5. Notice – Scheduled PTO.

Multiple Day PTO Requests - MFLCs should notify their supervisors of multiple day requests of scheduled PTO as soon as the need is known, but in no case less than 28 calendar days prior to the commencement of scheduled PTO. Supervisors will approve or deny the scheduled multiple day PTOs request within 14 calendar days of receipt.

Single Day PTO Requests – MFLCs should notify their supervisors of the need to take a single day of PTO (can be used in 4-hour increments) as soon as the need is known, but in no case less than 48 hours before the requested PTO day.

Because it is difficult to cover absences of School Counselors and MFLCs who individually cover one service area, such as SOCOM, these counselors are encouraged to defer their Scheduled PTO to outside of the academic year or CTA assignment period,

if possible. If Scheduled PTO is required, the MFLC will choose a time that is the least disruptive to operations.

Section 6. Notice – Unscheduled PTO. Where use of PTO is unforeseeable (e.g., illness, or unforeseen emergency), the MFLC must notify their Regional Supervisor and provide notice of their absence prior to the start of the workday for which unscheduled PTO will be used. Notice should be made via phone call, text message, or e-mail. The Notice should indicate an estimate of the time off needed. An MFLC shall notify his or her Regional Supervisor each day for which unscheduled PTO will be used.

If an MFLC is absent for three (3) or more workdays due to illness or injury, a physician's statement verifying the illness or injury must, upon request, be provided by the MFLC upon his or her return to work. Excessive use of unscheduled PTO or unpaid time may result in disciplinary action up to and including termination.

Section 7. Non-school assignment MFLCs will record PTO or with supervisor pre-approval make up (flex) time within the calendar month for work site closures due to circumstances beyond the MFLC's control. If the MFLC does not have PTO hours available, the MFLC will use advance PTO.

Section 8. Furlough/Float – MFLCs who move to furlough or float status will stop accruing PTO during these periods; however, the PTO balance will remain intact and available once the MFLC returns to active status MFLCs may elect to use up to five (5) days of PTO immediately following completion of a CTA, with prior supervisory approval. MFLCs should enter their PTO in Workday prior to the end of their CTA and will be paid out the next regular payroll.

Section 9. Separation of Employment. An MFLC will be paid upon resignation, separation or retirement for all PTO hours accrued but not used. If the MFLC has a negative PTO balance at time of separation, the Company shall deduct from the MFLC's final paycheck the number of hours necessary to return the MFLC's PTO balance to zero.

Section 10. Advance PTO. MFLCs may use PTO prior to earning/accruing the PTO up to their annual accrual limit. However, leave banks will reflect a negative balance until sufficient time is accrued. MFLCs may not take unpaid leave if a positive PTO balance exists.

Section 11. PTO in Conjunction with FMLA. While on unpaid Family Medical Leave (FMLA Leave), MFLCs are expected to use all but two (2) days of available PTO prior to going into an unpaid time off status. The remaining two (2) PTO days will be available for the MFLC's use after returning to work.

Section 12. PTO Donation. MFLCs will be eligible to apply for donated PTO in accordance with the Company's Leave Donation policy.

Section 13. Jury Duty: MFLCs shall be excused from work and paid for up to seven (7) workdays missed due to required jury duty. Eligibility for this pay is conditioned upon the MFLC giving his/her supervisor a copy of the jury summons after the MFLC is served, and verification of the dates the employee served on a jury.

Any employee who was subpoenaed as a witness to a civil or criminal court action (but not appearing as a party to the action) is eligible for compensation for scheduled work time necessarily missed to appear to give such testimony in a civil or criminal court action. The employee must make a good faith effort to limit the amount of scheduled working time missed by attempting to have his/her testimony scheduled during non-working time and, to the extent practical, to be placed on an on-call status to testify. Eligibility for this pay is conditioned upon the employee giving the supervisor a copy of the subpoena after the employee is served.

Section 14. Bereavement: The Company will provide paid bereavement leave to MFLCs following the death of a family member pursuant to the following schedule:

- a) 4 Days: Immediate family (spouse, parent, child, brother, sister, and any of these in a step or in-law relationship)
- b) 2 Days: Grandparents and grandchildren
- c) 1 Day: Other relatives (aunts, uncles, nieces, nephews, cousins, and other blood relatives)

In the event the need for bereavement leave occurs while an employee is already absent from work on a Leave of Absence (paid LOA or unpaid LOA, furlough, or float) the employee is not eligible for bereavement leave.

Section 15. Military Leave: MFLCs affected by this Agreement will be subject to the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (U.S.E.R.R.A). Compensation for a maximum of ten (10) working days per year shall be granted to MFLCs fulfilling training commitments within the Military Reserves or National Guard to a maximum of 10 days per year. For mandatory training/activation beyond 10 business days and at the MFLC's request, Magellan will provide for the use of available PTO and/or the use of unpaid leave if PTO is not available.

Section 16. Family Leave of Absence: A family leave of absence, without pay, of up to twelve (12) weeks during any twelve (12) month period may be granted in accordance with the Family and Medical Leave Act (FMLA).

Employees who are not eligible for FMLA leave may request a leave of absence without pay, for a period not to exceed thirty (30) days.

Except in cases of emergency, employees must request such unpaid leaves at least one (1) month prior to the date the unpaid leave would begin. If such advance notice is not possible, the employee must provide notice of the need for leave as soon as possible. Employees on unpaid leaves of absence shall continue to accrue seniority while on leave.

Any extensions past the thirty (30) days as provided for must be by mutual agreement between the Company and the Union.

ARTICLE 26 - TUITION ASSISTANCE

Section 1. MFLCs will be eligible for tuition assistance on a "same as" basis as non-represented employees as outlined in the Company's Educational Assistance Policy.

MFLC's are eligible for up to \$3,000 annually for college courses and up to \$4,000 annually for graduate level courses.

Section 2. Licensure Renewal. The Company shall reimburse MFLC's for the cost up to \$800 per benefit year (January 1 - December 31) of renewing the license required by their effective Counselor Task Assignment (CTA). The \$800 maximum annual benefit includes the cost of licensure, CEU courses, certifications or memberships that are relevant to the MFLC's role or job function.

ARTICLE 27 - SCOPE OF AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments, rules, regulations, and/or practices, whether oral or written, between the employer and the Union, or the employer and any of its Bargaining Unit MFLCs, existing at any time prior to the execution of this Agreement, and it expresses all obligations of, and restrictions imposed upon the employer and the Union, each with respect to the other. The parties agree that they will not be bound by any past understandings or practices adopted by them or by other companies unless those understandings or practices are agreed to in writing or incorporated in writing in the terms of this Agreement.

ARTICLE 28 - DURATION

This Agreement shall remain in full force and effect until 11:59 P.M. on October 31, 2021, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve a written notice on the other party of a desire to terminate, modify, or change this Agreement. A notice of desire to modify or change this Agreement shall have the effect of terminating the entire Agreement on its expiration date unless mutually extended by the parties in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives:

For the Union:



Marti Garza
IAM Healthcare Director

/s/ Jaketra Bryant

Jaketra Bryant
Committee Member

/s/ Kim Pritchard

Kim Pritchard
Committee Member

For the Company:



Oscar Montes
CEO, Armed Forces Services
Corp d/b/a Magellan Federal, a
wholly-owned subsidiary of
Magellan Healthcare, Inc.