

**Labor Agreement Between
GCA Education Services, Inc., An ABM Company
and
Service Employees International Union,
Local 517M**

Effective January 1, 2018 through December 31, 2020

PREAMBLE

Section 1. This AGREEMENT made and entered into, by and between GCA Education Services, Inc., at Saginaw Public Schools, ("Employer" , "Company", or "GCA"), and Service Employees International Union Local 517M ("Union"), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act.

Section 2. The Employer and the Union share a common goal of fostering an amicable and collaborative relationship that will directly facilitate the delivery of efficient, high quality services to the Employer's clients and customers at competitive costs by employees who enjoy reasonable wages, benefits, and working conditions. Accordingly, the Employer and the Union recognize that it is the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them. The Employer and the Union representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees, as defined in Article 1 and the Employer's right to manage the business profitably.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all full-time and regular part-time custodial, maintenance, and grounds employees at it school worksites in the Saginaw Public School District GCA: excluding all office clerical employees, guards, professional employees, and supervisors as defined in the Act..

ARTICLE 2 – DEFINITIONS

Section 1. Full-Time Employee: A "full-time employee" is one who regularly works thirty (30) or more hours per week.

Section 2. Part-Time Employee: A "part-time employee" is one who on average regularly works fewer than thirty (30) hours per week.

Section 3. Temporary Employee: A temporary employees is an employee who is hired to work on an emergency or temporary project which in either case is anticipated to require less than ninety (90) days of work.

Section 4. Working Day/Days: When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, "working day" means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the unit is closed.

ARTICLE 3 – RESPECT AND DIGNITY

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment, including sexual harassment, by employees, managers or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner and for just cause.

ARTICLE 4 – NON-DISCRIMINATION

Section 1. The Employer and the Union agree that neither of them will discriminate against or harass any of the Employer's employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer and the Union also agree that neither of them will retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises during the course of the employee's workday.

Section 2. Gender. The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

Section 3. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

Section 4. Ethnic Diversity and Cultural Issues. The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively.

ARTICLE 5 – MANAGEMENT'S RIGHTS

Section 1. The employer will remain vested with all management functions, including the full and exclusive control, direction, and supervision of operations and the working force, including but not limited to the right to hire, suspend, discharge or lay off the working force; to determine services to be performed, and the schedule of work, including hours of work; and the methods, process or means of performing its services; to promote, demote or transfer, to maintain discipline of employees and to make reasonable rules and regulations for the purpose of maintaining efficiency and discipline which do not conflict with the terms of Agreement.

The Union acknowledges that the operations of the Employer are subject to the rules and regulations of the Saginaw Public School District. Any action taken by the Employer in an effort to comply with such rules and regulations will not be deemed to be a violation of this Agreement. The Employer and Union will supply each other upon demand, copies of any rules or regulations that SPSP asks the Employer to comply with.

ARTICLE 6 – UNION MEMBERSHIP/DEDUCTION OF UNION DUES

Section 1. During the term of this Agreement, for those employees for whom properly executed voluntary payroll deduction authorization cards are delivered to the Director of Human Resources, the Employer will deduct from their pay each month the monthly Union dues as designated to the Director of Human Resources by the Financial Secretary of the Union and shall promptly remit any and all amounts so deducted to the Financial Secretary of the Union provided the authorization provided to the GCA is in a form consistent with applicable law and this Agreement.

Any employee shall cease to be subject to check-off deductions beginning with the month immediately following the month the employee is no longer a member of the bargaining unit or the employee has provided written notice to the GCA and the Union that he or she is revoking a previously signed authorization for dues deduction. The GCA assumes no obligation, financial or otherwise, arising out of any provision of this Article to continue dues deduction once notified in writing by an employee that the employee no longer authorizes deductions.

The Employer shall submit to the Union the name, classification, wage rate and appropriate contact information for all new hires. The information will be provided within thirty (30) days of the hire date.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, administrative actions and other forms of liability that may arise out of or by reason of action taken against the GCA with respect to the GCA reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this Article.

This indemnity and hold harmless provision shall include losses, costs and expenses of any kind (including reasonable attorney' fees) arising out of or incurred directly or indirectly because of the application, implementation and enforcement of this provision and the defense of any action taken against the employer before any court or administrative agency including any claims, action or proceedings related to the GCA cessation of dues deduction after being advised in writing by an employee that the employee no longer authorizes deductions.

The provisions of this Article related to the GCA ceasing dues deductions at the written request of the employee shall not be subject to the grievance and arbitration provisions contained within this Agreement.

The GCA will not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions from wages earned by employees and made in accordance with the provisions of this Article.

The Employer shall deduct, from the gross wages or salary of each employee who voluntarily executes a political action committee (PAC) payroll deduction authorization from provided by the Union, the contributions at the frequency of deduction so authorized on that form, and remit those contributions to the Union at the same time that the Employer remits to the Union the Union dues that are separately voluntarily authorized by employees to be deducted from their gross wages or salaries and remitted to the Union pursuant to this Article.

The Employer shall remit PAC contributions and Union dues to the Union by a single check or wire transfer, or by separate checks or wire transfers. With each PAC contribution remittance

the Employer shall provide the Union with a written Itemization setting forth as to each contributing employee his or her name, a unique identification number for each listed employee, rate of PAC payroll deduction by the payroll or other applicable period, and contribution amount. The parties acknowledge that the Employer's costs of administration of these PAC payroll deductions have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary, and benefits provisions of this Agreement.

ARTICLE 7 – LABOR/SAFETY-MANAGEMENT COMMITTEE

The Employer and Union agree that there shall be a Labor/Safety-Management Committee consisting of no more than three (3) individuals from each party. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. The Committee shall also be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. Meetings shall be held on a quarterly basis not to exceed one (1) hour in duration. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor/Safety-Management Committee meetings.

ARTICLE 8 – SAFETY

Section 1. The Employer and Employee is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law.

Section 2. Protective Equipment. The Employer shall make available appropriate personal protective equipment at no cost to the employee. If an employee destroys or damages the protective equipment provided to the employee, or loses the equipment where a secure space for storage has been provided, the employee will be responsible for the cost of replacement. Employees shall not be responsible for the cost of replacement for protective equipment that is replaced as a result of normal wear and tear, regularly scheduled replacement, or replacement resulting from circumstances beyond the employee's control.

ARTICLE 9 – VISITATION

Section 1. This Article provides a Union visitation process that will ensure the proper balance between operations and the accredited representative visitation to the Employer's public and private business areas for the purposes of conferring with the Employer and the Union Steward and monitoring the administration of this Agreement. Management can withhold access to the premises for legitimate reasons. However, access will not be unreasonably withheld.

Section 2. An authorized representative of the Union will make reasonable attempts to notify the General Manager or authorized designee in advance of arriving on the Employer's or client's premises of their desire to visit. Such visitation shall not interfere with the work of the employees or the service to the customers of the Employer and will follow the client's security regulations.

ARTICLE 10 – UNION STEWARDS

Section 1. The number of Union Stewards shall be a maximum of five (5). The Union shall designate one (1) Chief Steward. The Union shall advise the Employer in writing of the names of Union Stewards. One (1) Union Steward shall participate in each grievance procedure, unless the steward is a Grievant, in which case they shall also be entitled to representation. Union Stewards, unless the Steward is the grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

Section 2. A Steward may request to be released from his/her regular duties to investigate grievances on reasonable Employer time. Requests to conduct such investigations shall not be unreasonably withheld. The Steward shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the Steward's work and the work of the person with whom the Steward wants to meet.

Section 3. No Steward shall have any authority to order or cause any strike, slowdown, or cessation of work, and the Steward shall not interfere with the Manager in the Manager's running of the Unit.

Section 4. The Chief Steward will be considered the most senior employee for the purpose of layoff and recall only.

Section 5. If the overall number of bargaining unit employees—either in the total unit, on a specific shift, or in a specific work area—changes significantly, the Parties will meet to discuss the number of Stewards.

Section 6. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards or alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. The size of the group attending such training will be subject to business needs of the Employer but shall not be less than half the number of stewards provided for in this contract, and the time period for such group training leave shall not exceed four (4) days in any year. Such leaves will be without loss of pay and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than ten (10) working days.

ARTICLE 11 – SENIORITY/LAYOFF AND RECALL

Section 1 – All employees who transition as of September 01, 2015 from the Saginaw Public School District and Sodexo seniority date shall be recognized as their original seniority date with the Employer. All employees hired after September 01, 2015 seniority shall be measured from the employee's record date of hire with GCA after successful completion of the ninety (90) day probation period.

Section 2. New employees will be considered as probationary employees until they have been continuously employed for ninety (90) calendar days. After completion of the ninety (90) calendar days, the employee will be considered as a regular employee as defined under Article 2 of this Agreement and their seniority shall be calculated retroactive to the day the employee commenced employment. An employee shall not gain seniority until completion of their initial

probation period. There shall be no seniority among probationary employees. An employee serving his or her initial probationary period may be disciplined or discharged without recourse through the grievance procedure contained within this agreement.

Section 3. When an employee acquires seniority, his/her name shall be placed on the seniority list.

Section 4. Employer Seniority will be used for determining vacation eligibility, layoff, recall, vacation scheduling, shift preference, and overtime except to the extent specifically provided otherwise in this Agreement.

In the event two (2) or more employees are hired on the same day their seniority shall be decided by a mutually agreed lottery of those employees.

Section 5. The Employer shall furnish to the Union a copy of an up-to-date seniority list in an Excel or comparable format every six (6) months which shall include the name, current address, building assignment, shift assignment, wage rate, personal phone number, seniority date along with their most recent job title, noting any who have quit and any who are on leave of absence.

Section 6. Continuous employment shall be broken for any of the following reasons. If such continuous service is broken, the employee shall be considered a new employee for all purposes, if and when rehired:

- a) Resignation or other voluntary termination of employment.
- b) Discharge for just cause.
- c) Absence of three (3) consecutive days without notice to the Employer.
- d) Failure to return to work within ten (10) working days after the Employer gives the employee written notice to return to work, and failure to notify the Employer of their intentions to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by a reliable, documented, means to the last address furnished by the employee to management.
- e) Layoff without recall after a period of two (2) year from the date of layoff, or for a period equal to the employee's length of service, whichever is shorter.
- f) Working during a leave of absence, except for work in conjunction with a leave for Union business.
- g) Any absence beyond an authorized leave of absence.

Section 7. For the purposes of layoff (including workforce reduction) and recall, seniority shall prevail, with the least senior employee being the first to be laid-off and, during a recall, the most senior employee being the first to be called back.

Section 8. Employees on layoff shall be entitled to recall as follows:

- (1) completion of 1 year – completion of 3 years of employment: 1 year
- (2) beginning 4th year – completion of 6 years of employment: 2 years
- (3) beginning of 6th year or more: 3 years

Section 9. Notice of recall shall be sent to the employee by certified mail. Within 5 calendar days of receipt of the notice of recall, the employee must notify the Employer of intention to

accept the recall. Within 14 calendar days of notifying the Employer of intention to accept the recall, the employee must return to employment with the Employer. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail to the mailing address provided by the employee, who shall have the obligation to inform the Employer of latest mailing address.

ARTICLE 12 – JOB POSTING

Section 1. Promotions, vacancies and new positions shall be posted on the form for a period of five (5) working days. The successful bidder shall serve a period of three (3) to seven (7) working days as a trial period for the position. An employee shall have the option of returning to his or her former position provided written notice is given during the trial period and the employer is allowed a maximum of thirty (30) days to re-assign. The employer has a maximum of thirty (30) working days to reassign the employee without a loss of seniority. The reassigned employee will receive the wages commensurate with that position. When an employee is reassigned at the direction of the employer, the employer may fill the position with the next most senior qualified bargaining unit applicant. If no other members of the bargaining unit applied for the position, it will be reposted up to three times.

Section 2. All bargaining unit vacancies shall first be filled by the qualified bidder determined by management. Where qualifications are equal, seniority is the tiebreaker.

Section 3. Every effort will be made to assign the successful bidder within thirty (30) days after the close of the bid unless a specific date is listed in the posting. No bid shall be considered valid if it has been submitted outside of the posting period.

Section 4. All employees in the bargaining unit shall be allowed to bid on bargaining unit jobs whenever said positions are posted. Employees so bidding shall be notified within ten (10) days after the posting period as to whether or not they were awarded the job and the commencement date.

Section 5. Schedules of starting times and quitting times and days off of employees will be posted ten (10) days in advance of the start shift, subject to emergency situations. As much advance notice of overtime requirements will be given as permitted by operational circumstances, and the Employer will give consideration to any prior commitment of the employee.

ARTICLE 13 – LEAVES OF ABSENCE

Section 1. Upon written notice to the Employer, an employee with at least one (1) year of service may apply for a personal leave of absence of up to thirty (30) calendar days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar days' notice of such request. All leave requests shall not be unreasonably denied by the Employer and must include a return to work date.

Section 2. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs, however, such leaves shall not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar days' notice of such request. Such leave shall not exceed sixty (60) calendar days. No more than two (2) employees from the bargaining unit may be awarded such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

Section 3. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to applicable laws.

Section 4. The Employer shall administer all leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves.

Section 5. An employee returning from FMLA/Union leave, or a personal leave shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in the Layoff and Recall Article (Article 13). Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the employer's discretion.

Section 6. The Employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than thirty (30) days. Employees returning from personal leaves of more than thirty (30) days shall be entitled to fill an existing vacancy that is consistent with their seniority and qualifications.

Section 7. Holidays, vacations, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law and Section 2. Employees on a Leave of Absence whereby medical or insurance benefits would normally be continued would need to maintain their portion of any of the premiums in order for the benefits to continue.

ARTICLE 14 – DISCIPLINE & DISCHARGE/JUST CAUSE

Section 1. The Employer agrees that discipline shall be for just cause only. An employee may file a grievance concerning disciplinary action against him/her.

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within seven (7) business days after learning of the circumstances on which the discipline is based, unless there is a justifiable business reason for a reasonable extension of this period. At no time will disciplinary action be taken beyond 30 calendar days after the employer had reasonable knowledge of the circumstances. The Employer will give its reasons for such discipline and/or discharge to the employee and the Union's Representative or designee within seven (7) calendar days of such disciplinary action.

Section 2. The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Employer will administer progressive discipline as follows:

- a) First written warning.
- b) Second written warning.
- c) A final warning and disciplinary suspension of up to five (5) scheduled work days.
- d) Termination.

Section 3. The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to suspension or summary discharge in cases of serious misconduct, such as but not limited to fraud, theft, or misappropriation of company or client funds or property; punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or customers; or other conduct of a similar nature, seriousness, or culpability.

Section 4. In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months.

Section 5. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift.

ARTICLE 15 – GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute arising out of the expressed terms or conditions contained within this Agreement.

Section 2. All grievances shall be processed in the following manner:

Step 1: The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the General Manager or designee within ten (10) working days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. No grievance shall be accepted or processed in this procedure later than ten (10) working days after its occurrence. The General Manager shall provide a documented response within seven (7) working days after receipt of the grievance.

Step 2: If the grievance is not settled to the satisfaction of the Union at Step 1, the Union Representative or other designee, within ten (10) calendar days after receiving the General Manager or their designee's reply, shall submit the grievance to the District Manager or their designee in writing setting forth the alleged facts of the grievance, which shall also include

the specific Article(s) and Section(s) of the Agreement that the Union believes have been violated and the remedy being sought in this matter. Either the District Manager or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within ten (10) calendar days of being requested. Within ten (10) calendar days of the meeting, the Employer shall deliver to the Union a written reply to the alleged grievance, which shall provide for a decision in the matter and the reasons for the decision.

Step 3: If the grievance is not settled in Step 2, the Union may refer the grievance to the Employer's Labor Relations Department for a response. Such request will be made within ten (10) calendar days of the General Manager or their designee's decision and such response shall be made within ten (10) calendar days of the Union's request.

If the grievance is not resolved after the procedures in Step 3 have been completed, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within ten working days after the union receives the written response from the Company's Labor Relations Department.

Arbitration: If the grievance cannot be satisfactorily adjusted at Step 3, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than sixty (60) calendar days following the receipt of the written Step 3 answer. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS.

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

The decision of the Arbitrator shall be final and binding on both parties. It is understood that the Arbitrator shall have the power to modify on disciplinary cases, but shall not have the ability or power to in any way modify, change, restrict, or extend any of the terms of this Agreement.

Section 3. The time constraints that refer to any step of this procedure are absolute but may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union. Failure by the Union to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters and the grievance shall be considered withdrawn.

Section 4. Grievances concerning disciplinary suspensions or discharges shall be submitted at the second step of the grievance procedure within five (5) calendar days of the employee receiving the disciplinary notice. If the grievance is not settled at Step 2, it may be directly submitted to arbitration except as limited in the above paragraph.

Section 5. The Employer shall pay employees at their regular wage rate when they are involved in the grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours.

Section 6. Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.

Section 7. The settlement or withdraw of a grievance prior to Step 3 shall be without precedent or prejudice to either Party's position.

Section 8. All grievances shall be initiated in Step 1 and grievances which are not initiated in the proper step shall be referred there for processing.

Section 9. At each Step of the grievance procedure both parties shall provide a full and detailed statement of the facts and provisions of the Agreement relied upon and shall provide the remedy sought. Facts, provisions, or remedies not disclosed prior to Step 3 of the grievance procedure may not be presented at arbitration.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

Section 1. The "workweek" shall consist of five (5) days within any seven (7) day payroll period beginning at 12:01 am Sunday and ending at 11:59 pm Saturday. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer's payroll or timekeeping systems. The Employer will contact the union to schedule a time to negotiate any change in the payroll period.

Section 2. All work performed in excess of forty (40) hours per week shall be deemed to be overtime and shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay, or in accordance with the requirements of applicable federal and state law.

Section 3. The Employer has the right to require employees to work overtime as may be necessary to meet operating requirements. In the event overtime is required, the Operations Manager or his designee shall use the volunteer procedures below in the order in which they appear:

- a) If the employee is at work and it is within their classification, they will be asked.
- b) Volunteers will be asked beginning with the most senior qualified employee.
- c) The least senior qualified employee will be required to perform the work. If the least senior employee refuses the overtime assignment, the Employer is free to fill the position from any available source.

Section 4. The text in this Article shall not establish a guaranteed work schedule, number of days or hours to be worked in a work week, or the hours to be worked in a day. A typical work week would be eight (8) hours per day and five (5) days per week.

ARTICLE 17 – WAGES

Section 1. Employees shall receive wages as indicated in Appendix A.

Section 2. Any employee who works in a higher classification for a minimum of two (2) hours shall receive the rate of that classification for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management.

Section 3. All employees shall be compensated at their regular rate of pay for any training required by the Employer. In addition, employees shall be eligible for travel reimbursement in regard to any such training.

Section 4. Employees shall be paid on a bi-weekly basis on Fridays before the end of their regular shift.

ARTICLE 18 – REPORTING PAY

Section 1. Regularly scheduled employees shall be guaranteed a minimum of one-half (1/2) of their regularly scheduled hours at their applicable rate on a day they are required to report to work, unless the Employer notifies them not to report to work at least one (1) hour in advance by calling them at their last known telephone number provided by the employee to the Employer or by public announcement.

Section 2. Section 1 of this Article shall not apply to an employee's attendance at mandatory meetings held by the Employer for which a session has been scheduled to begin or end within one (1) hour of the employee's scheduled shift. In such cases, employees will be paid for actual time spent at the applicable rate for their regular job classification.

ARTICLE 19 – CALL-IN EMERGENCY

Section 1. When an employee is called during the employee's time off to report for a work assignment outside of the employee's scheduled shift, it shall be considered a call in emergency. However, when an employee is requested to remain late on a day on which the employee has reported for work or when prior to leaving work, an employee has been requested to report for work on a subsequent day at either the employee's regular or non-regular starting time, it shall not be considered a call in emergency.

Section 2. Payment for time worked on call in emergency shall not be less than two (2) hours or until the emergency is resolved and they are released, at time and one half (1 ½) the employees' regular rate of pay.

ARTICLE 20 – HOLIDAYS

Section 1. All employees who regularly work thirty (30) hours or more in a week and are not probationary employees of the bargaining unit shall be entitled to the following paid holidays each year:

New Year's Eve
New Year's Day
Martin Luther King Day
Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas

Holidays shall normally be observed on the same days observed by the school district. This may include a holiday which falls on a Saturday, and is observed on the preceding Friday. Likewise, a holiday on a Sunday, may be observed on the following Monday.

Section 2. Employees on lay-off, Workers Comp, or a Leave of Absence, are not eligible for Holiday pay.

Section 3. Payment for holidays shall be based on an individual employee's regularly scheduled hours and regular rate of pay. In the event an employee works on a holiday, the employee shall receive an additional day's pay.

Section 4. Holidays that fall during a vacation period shall be paid on the day the holiday is observed and should be recorded as a holiday and not a vacation day.

Section 5. Employees scheduled off on a holiday must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees scheduled to work on the holiday must work their scheduled day before the holiday, their scheduled day after the holiday, and the holiday itself in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees who call in sick on either the day before or the day after the holiday or on the holiday itself will be required to furnish proof of illness for the holiday to be paid.

ARTICLE 21 – Paid Time Off

Section 1. All employees who regularly work thirty (30) hours or more per week shall be eligible for vacation. Vacation shall be determined based on length of service as follows:

- Employees with 0-1 years of Seniority shall accrue hours of vacation pay per hour paid, up to a maximum of fifty-six (56) hours in a year.
- Employees with 2-8, years of Seniority shall accrue hours of vacation pay per hour paid, up to a maximum of ninety-six (96) hours in a year.
- Employees with 9-15, years of Seniority shall accrue hours of vacation pay per hour paid, up to a maximum of one hundred and thirty-six (136) hours in a year.
- Employees with 16 or more years of Seniority shall accrue hours of vacation pay per hour paid, up to a maximum of one hundred and thirty-six (136) hours in a year.
- Accrual shall start effective date of hire, but may not be used prior to ninety (90) days after hire.

Section 2. Up to two (2) days of paid time off earned under this agreement may be carried over from year to year and must be used prior to February 28.

Section 3. Paid time off shall be paid at a rate of the individual employee's regular rate of pay.

Section 4. Employees, whose employment terminates, shall be paid all vested, but unused vacation, except as may otherwise be required by law.

Section 5. If employees' available vacation is not reported on the standard pay stub, the employer shall provide on a quarterly basis a report indicating each employee's available vacation. The employee can inquire with the manager as to their balance and/or available time as needed.

Section 6. Leaves of duration of five (5) consecutive days or more must be submitted in writing to management ten (10) working days in advance. For leaves of less than five (5) days, the employee must call in two (2) hours before their scheduled shift time each day to custodial manager and or maintenance manager unless prior approval is granted. Management reserves the right to approve or deny paid time off.

ARTICLE 22 – 401(k)

Section 1. See Appendix "B"

ARTICLE 23 – INSURANCE

Section 1. See Appendix "C"

ARTICLE 24 – TRAVEL ALLOWANCE

Employees who are required to utilize their own vehicle, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect.

ARTICLE 25 – BEREAVEMENT LEAVE

Section 1. In the event of the death of any of the relatives listed below, an Employee, upon request, will be excused and paid for scheduled shifts as detailed below, which falls within a consecutive day period, provided however that one such calendar day shall be the day of the funeral or similar service and it's established that the employee attended the funeral or similar service.

Section 2. Any relation in the following category shall receive three (3) scheduled shifts off in accordance with the above: Parents, legal spouse, legal spouse's parents, children, brother, sister, and significant others residing as permanent member of the employee's household. Any relation in the following category shall receive two (2) scheduled shift off in accordance with the above: uncle, aunt, grandparent, grandchildren, niece, nephew, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. The Company may require proof of death before providing this benefit. Employees may take other paid time off for bereavement purposes without adhering to normal notice requirements; such requests will not be unreasonably denied.

Section 3. In cases of distant travel or where the death of a relative of any degree or kinship causes unusual hardship or suffering, the employee may be granted up to three (3) days or more to attend the funeral and said additional unpaid days.

ARTICLE 26 – JURY DUTY

Section 1. In the event of a call to jury duty or for court appearance as party defendant or as a witness under subpoena, absence shall be allowed without the loss of pay. However, only the difference between the pay for jury duty and his or her regular pay shall be remitted to the

employee. In no case shall this article apply if the employee is appearing on a misdemeanor or unlawful act committed by himself or herself.

Section 2. Written documentation of the need to appear in court must be submitted to the District Manager upon request for said leave.

ARTICLE 27 – COMMUNICATIONS

Section 1. The Employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting information. If the Employer furnishes any electrical device, the employee will be responsible for replacement costs for damages or loss.

ARTICLE 28 – UNIFORMS

Section 1. The Employer shall supply all regularly scheduled employees with the required uniforms, which will be replaced one-for-one on an as-needed basis. The employees must wear other clothing and footwear as determined by the Employer. The specific uniforms to be provided are:

- Three (3) t-shirts
- One (1) sweatshirt annually;
- One (1) pair of winter work gloves;
- One (1) knitted hat for winter use;
- One (1) coat every three (3) years for Maintenance and Grounds employees as well as day-shift custodians that work outside; and
- One (1) pair of shoes every twelve (12) months , up to a maximum of thirty dollars (\$30.00) per pair for custodians and fifty dollars (\$50.00) for Ground and Maintenance employee. Shoes are to be purchased through one of the Employer's authorized shoe vendors.

The t-shirt and sweatshirt will have silk screen system emblem, the work coat will have an embroidered emblem.

Section 2. If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms.

Section 3. If an employee destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement.

Section 4. Employees must wear the uniform as directed by the Employer.

ARTICLE 29 – ALCOHOL AND DRUG ABUSE POLICY

Section 1. See Appendix "D"

ARTICLE 30 - TEMPORARY TRANSITIONAL DUTY PROGRAM

Section 1. In order to facilitate the return to work of an employee who has suffered an on-the-job injury or illness, the Company may implement a Temporary Transitional Duty program, to provide a temporary, modified work assignment until the employee reaches Maximum Medical Improvement.

Section 2. Employees must accept any Modified Job Assignment offered by the Company.

Section 3. Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law relating to accommodation of disabilities.

ARTICLE 31 – NO STRIKE/NO LOCKOUT

Section 1. No Strikes or Other Interference. The Union agrees that there will be no strikes (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct or indirect interference with the activities or operations of the Employer during the life of this Agreement.

Section 2. Lockouts. The Employer agrees not to conduct a lockout during the life of this Agreement.

Section 3. Union's Best Efforts. The Union agrees that, in the event of any violation of Section 1 of this Article, the Union will use its best efforts to cause such violation to cease and to cause work to fully resume.

Section 4. Remedies. The Employer may impose any disciplinary action, including discharge, upon any or all employees involved in a violation of Section 1 of this Article. Any discipline under this Article shall be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 32 – SUCCESSORS

This Agreement shall be binding upon the parties, their successors, and assigns. In the event the Employer's facilities are sold or assigned, the Employer shall notify the Union in writing (and shall give as much notice as possible, with the intent of providing at least thirty [30] calendar days) and give notice to the purchaser or assignee of the existence of, and operations covered by, this Agreement.

ARTICLE 33 – SAVINGS CLAUSE

If any provision of this Agreement is subsequently rendered by legislative or administrative action or declared by any court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree immediately to negotiate for the invalidated portion thereof.

ARTICLE 34 – TOTAL AGREEMENT

Section 1. It is understood and agreed that this Agreement includes and constitutes the sole and entire Agreement between the parties regarding all subjects or matters related to collective

bargaining. This Agreement supersedes all prior agreements, understandings, and practices, oral or written, express or implied, between the parties, and shall not be changed or modified unless such change or modification is agreed to by both parties in writing.

Section 2. The parties acknowledge and agree that during the negotiations that resulted in this Agreement, each had the full right and opportunity to make demands and proposals regarding any subject or matter related to collective bargaining and that demands or proposals that were or could have been made but were not achieved are considered disposed of without Agreement.

ARTICLE 35 – DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect as of January 1, 2018 and shall be in effect up to and including December 31, 2020. This Agreement shall be renewed from year to year thereafter, provided that either party hereto may reopen the agreement for changes or amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to December 31, 2020.

For the Employer:

By Todd C. King

Date: 1/10/2018

By J. J. B.

Date: 01/14/2018

For the Union:

By Barliane Blackman

Date 1/11/2018

By Y. G. G. G. G.

Date 1-11-2018

By [Signature]

Date 1-11-18

By Walter [Signature]

Date 1/11/18

By [Signature]

Date 1/11/18

APPENDIX "A" (WAGES)

Section 1. Effective January 1, 2019 of this Agreement, the following pay scales shall be implemented as minimum hourly wage rates for new hires:

<u>Classification</u>	<u>Hourly Rate</u>
Lead Licensed Electrician	\$25.00
Lead Plumber	\$25.00
Lead HVAC	\$25.00
Lead Carpenter	\$17.00
Lead Grounds	\$16.00
Lead Custodians	\$13.00
Mechanic	\$14.00
General Maintenance	\$13.50
Grounds	\$12.50
Custodian	\$10.00
Laundry Worker	\$10.00

Section 2. Effective January 1, 2019 all current Day Lead employees who are currently making \$11.00/\$11.02, shall have their hourly rate of pay increased to \$13.00 per hour.

Section 3. Effective January 1, 2019, all current Custodian and Laundry employees with at least two years of continuous service making \$9.75 per hour shall have their rate of pay increased to \$11.00 per hour.

Section 4. Effective January 1, 2019, all employees hired on or before January 1, 2019, except the employees specified in Sections 2 & 3, shall receive a \$0.35 per hour wage increase. Additionally, effective July 1, 2019, all employees hired on or before January 1, 2019, except the employees specified in Sections 2 & 3, shall receive a \$0.40 per hour wage increase.

Section 5. Beginning September 01, 2019, the parties may meet to discuss possible increases in wages.

Section 6. All personnel will be paid a minimum of two (2) hours for Saturday, two (2) hours for Sunday, and two (2) hours for each holiday when called into work.

For the Employer

Todd C. Feig

Date: 11/5/18

For the Union

Melanie Backow

Date: 11/5/18

Water Lotion Jr.
Wesley

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between the GCA and the Service Employee International Employees Union Local 517M (the SEIU). Both parties agree that the Labor Agreement between the parties shall be amended as follows effect immediately upon execution of this MOU:

ARTICLE 28 – UNIFORMS

Section 1. The Employer, upon hire, shall supply all regularly scheduled employees with the required uniforms. The employees must wear other clothing and footwear as determined by the Employer. The Employer shall provide the following uniform pieces to all regularly scheduled new hires:

Custodial

- Five (5) shirts (T-Shirt or Polo), annually;
- One (1) sweatshirt, annually;
- One (1) pair of winter gloves;
- One (1) knitted hat for winter use;
- One (1) pair of shoes every twelve (12) months, up to a maximum of thirty dollars (\$30.00) per pair. Shoes are to be purchased through one of the Employer's authorized shoe vendors.

Maintenance and Grounds

- Five (5) Long sleeves shirts with double front pockets for Maintenance, annually;
- Five (5) short sleeves shirts for Grounds, annually;
- One (1) pair of winter gloves;
- One (1) knitted hat for winter use;
- One (1) jacket;
- One (1) pair of shoes every twelve (12) months, up to a maximum of fifty dollars (\$50.00) per pair. Shoes are to be purchased through one of the Employer's authorized shoe vendors.

Section 2. Employees are required to launder and maintain their uniforms.

Section 3. If an employee destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement. The Employer will only pay to replace a uniform if the employee turns in a uniform that is no longer reasonably usable based on wear-and-tear. Upon termination (voluntary or involuntary), the employee must turn in all company issued uniforms.

Section 4. Employees must wear the uniform as directed by the Employer.

GCA/ABM

Todd C. Feing

Date: 11/5/18

SEIU LOCAL 517M

Shelene Backus

Date: 11/5/18

Appendix C

Medical

	Silver				Bronze				Gold						
	Employee	EP%	Employer	EPR%	Total	Employee	EP%	Employer	EPR%	Total	Employee	EP%	Employer	EPR%	Total
EE	116.67	0.2	466.64	0.8	583.31	100.71	0.2	402.77	0.8	503.48	121.64	0.18	561.79	0.82	683.43
ES	243.84	0.2	975.29	0.8	1,219.13	210.45	0.2	841.81	0.8	1,052.26	265.61	0.19	1,161.77	0.81	1,428.38
EC	217	0.2	867.97	0.8	1,084.97	187.29	0.2	749.17	0.8	936.46	206.72	0.16	1,064.46	0.84	1,271.18
F	345.31	0.2	1,381.30	0.8	1,726.61	298.06	0.2	1,192.23	0.8	1,490.29	376.98	0.19	1,645.97	0.81	2,022.95

EE
ES
EC
F

Dental

Delta	
Employee	Employer
10.86	16.29
19.20	28.79
23.25	34.88
35.58	53.96
	88.94

EE
ES
EC
Fam

Vision

EyeMed (CORE)	
Employee	Employer
5.54	0
7.8	0
9.96	0
14.67	0

EE
ES
EC
Family



GCA Services Group DRUG POLICY SUMMARY

GCA Services Group ("GCA" or the "Company") has a vital interest in maintaining a safe, healthy, and efficient working environment. Employee drug use is counter-productive to this interest and poses serious safety risks. In order to maintain GCA's high safety standards and to reduce accidents, GCA prohibits the use of controlled substances by employees.

This document is the summarized version of the GCA Drug Testing Policy, which is readily accessible to all employees. When requested, all employees should be provided a complete copy of the Drug Testing Policy. The policy in its entirety can be obtained from all Supervisory Personnel or downloaded from the Company Intranet ("Portal").

An acknowledgment form shall be signed by each employee receiving the Drug Testing Policy and/or this Summary. The documentation will be filed in the employee's personnel file.

Procedures

When required under this plan and permitted by law, GCA shall test each employee who performs a position, as listed on Attachment A, for evidence of the following nine substances:

Marijuana, Cocaine, Opiates, Phencyclidine, Barbiturates, Benzodiazepines, Methadone, Propoxyphene and Amphetamines.

A urine specimen shall be collected, and shall not be analyzed for more than the above listed drugs.

Testing of employees for prohibited drugs shall be conducted under the following work-related conditions:

- Pre-employment
- Random
- Return-to-Duty
- Post Accident
- Reasonable Cause

Before a drug test is administered, employees will be asked to sign a consent form authorizing the test and permitting release of test results to GCA Services Group. The consent form shall provide space for employees and applicants to acknowledge that they have been notified of the Company's Drug Testing Policy.

The following constitutes violations of the policy.

- Possession of prescribed drugs that are not prescribed to the person in possession.
- Possession of ANY drug that is not in a properly identified prescription container.
- Use or possession of any correctly prescribed drug that is unsafe to use while carrying out assigned duties. Employees using such drugs should contact their supervisor before reporting to work to discuss the use of such medications. The employee should routinely request information from his physician regarding the possible side effects of prescribed medications.
- Possession of "look-alike" or "Designer" drugs in any form. These drugs are not to be used on Company property. If any questions arise as to acceptability of a particular substance, contact your supervisor.

Any employee who is taking medication prescribed by a physician must be able to provide a record of the prescription including the name of the medication, the prescribing physician's name, and limitations the prescription may place on the ability to discharge the employee's duties.

Compliance with the GCA Drug Testing Policy is a condition of employment. Refusal to take a required drug test, or failure of a drug test, shall result in termination.