

**Standard Agreement**  
**For**  
**GCA Education Services**  
**And**  
**The Service Employees' International**  
**Union, Local 73**  
  
**Effective**  
**March 15, 2019 to March 14, 2022**

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## **ARTICLES OF AGREEMENT**

This Agreement is made and entered into by and between GCA Education Services, hereinafter called the “Employer” and the SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73 hereinafter called the “Union.” Employees that are referred to as Grandfathered Employees are employees hired by GCA Education Services at the beginning of the Contract with The Lake Ridge School Corporation and GCA Education Services – March 15, 2013.

### **ARTICLE I** **RECOGNITION AND UNION SECURITY**

#### **Section 1- Union Recognition**

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for the service employees employed by GCA Education Services at the Lake Ridge School Corporation as covered herein, agreeing to deal with said Union through its chosen representative or representatives. It is understood that any person upon employment shall be advised of the status of the Local Union having the bargaining rights.

#### **Section 2- Union Security**

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. 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 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 attorneys’ 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, upon receipt of a payroll deduction authorization card signed by the employee, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to the SEIU COPE fund. The Employer will regularly remit such sums deducted for that purpose to the Union. The employee may at any time revoke his/her authorization of the SEIU COPE payroll deduction.

### **Section 3- Non- Discrimination**

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. 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. All other forms of discrimination and the protections against them as recognized by local, state and/or federal law are similarly recognized by the Employer and the Union.

### **Section 4 – Dignity and Respect**

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.

### **Section 5 - Payroll Deduction of Dues**

#### **A. Authorization Cards Required**

The GCA Education Services Employer will deduct from pay dues as designated by the Secretary-Treasurer of the Local Union on the basis of individually signed voluntary deduction authorization cards in form agreed to by GCA Education Services and the Local Union.

B. Payment in Case of Insufficient Earnings

In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.

C. GCA Education Services Not Liable

The Local Union shall indemnify and save GCA Education Services harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by GCA Education Services for the purpose of complying with any of the provisions of this section, or in reliance of any list, notice or assignment furnished under any of such provisions.

**Section 6- Union Rights**

It is further understood that no Union business of such nature as to cause work delays shall be conducted by any employee or union Representative during working hours, unless such business has been approved by the Employer - GCA Education Services.

**Section 7- Mandatory Subjects of Bargaining**

The parties agree changes to wages, hours and terms and conditions of employment are mandatory subjects of bargaining and shall be bargained with the Union prior to implementation.

**Article II**  
**Union and Employee Rights**

Section 1: An employee shall have the right to have a steward or union representative of their choosing present at any meeting with the Employer, or its agents, for which there is a purpose of investigating alleged or suspected misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or any other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward or representative present, and one is not available, the meeting shall be temporarily postponed until one can attend. In the event of suspension or discharge due to urgent circumstances, a non-steward employee may be selected by the employee in question to serve as a witness to the discipline.

Section 2: Stewards 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. A steward may request to be released from their regular duties to investigate grievances on Employer time and be paid at their regular hourly rate. 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 an investigation will not interfere with the Steward's work and the work of the person with whom the Steward wants to meet. No steward shall have any authority to order or cause a strike, slowdown, or cessation of work, and the Steward shall not interfere with the Manager in the Manager's running of the Unit.

Section 3: Union representatives shall have the right to visit the Employer's employees for the purposes of distributing Union information, investigating grievances or potential grievances, and meeting with employees prior to any disciplinary or grievance meeting. The Union representative must follow the District's school visitation policy.

Section 4: Upon hire, new employees will be given 30 unpaid minutes prior to the start of their first shift to meet with the Union representative to receive Union information and an explanation of the Union contract benefits and Union membership.

Section 5: The Employer in conjunction with the employees are responsible for maintaining a safe working environment and shall supply all safety devices and equipment as required by law. Additionally, the Employer will provide safety training as requested by the employees or Union.

### **ARTICLE III** **MANAGEMENT'S RIGHTS**

The Management of the Company – Employer – and the direction of the working force, included but not limited to, the right to plan, direct and control; promote, demote or discharge for just cause; to establish and enforce rules of conduct to maintain discipline and the efficiency of employees, to hire new employees or to lay off employees; to introduce new methods or facilities; to be the sole judge of the quality of work required and to perform all other functions of management that are not expressly limited by this agreement.

The Union further recognizes the Employer's right to subcontract work provided:

- A. The subcontracting of work does not directly cause or continue to cause any employee to be on layoff status under Article IX, Section 2 of this Agreement and,
- B. The subcontracting does not cause the elimination of a positions currently filled by an employee of the bargaining unit.

The Union further expressly recognizes that whatever limitations are placed upon the Employer's right to subcontract work under this Article expressly and unequivocally expire on the expiration date of the contract.

### **ARTICLE IV** **GENERAL PROVISIONS**

#### **Section 1- Responsibility**

Employees assigned to a building shall be primarily responsible to their GCA Education Services manager(s). Service employees assigned to maintenance shall be responsible to GCA Education Services manager(s).

## **Section 2- Security**

In the event of acts of vandalism or threats to property, the custodian shall immediately report the incident to his or her immediate supervisor or building principal. In the event of break-ins or suspected break-ins, the employee will not be required to enter the building until the proper law enforcement agency has been notified and reported to the scene of the incident and has made appropriate investigation.

## **Section 3- Job Description**

Each employee and/or the Union Representative shall be provided with a written job description containing the major duties and responsibilities of the employee's assigned position upon request.

## **Section 4 – Bulletin Board**

A union bulletin board will be provided at each school in an area accessible to all bargaining unit employees.

# **ARTICLE V** **GRIEVANCE PROCEDURE**

## **Section 1- Definition of a Grievance**

A grievance shall be defined as claim, violation, misinterpretation or misapplication of the terms of this Agreement.

## **Section 2- Procedure**

Step 1. In the event an employee believes that there is a basis for a grievance, he or she shall present the alleged grievance to his or her GCA Education Services Manager within twenty (20) working days of the date the Employee first knew or should have known of the act or condition upon which the alleged grievance is based. The first step shall be informal.

Step 2. If a grievance is not resolved informally the grievant shall contact Local 73 representatives who shall then submit the grievance in written form to the GCA Education Services Manager within thirty (30) working days from when the employee first knew or should have known of the act or conditions upon which the alleged grievance is based. The parties shall meet as soon as possible to resolve the grievance. Within fifteen (15) working days after the grievance has been submitted to the GCA Education Services Manager, he/she shall render a decision in writing on the grievance.

Step 3. If the grievant is not satisfied with the answer in Step 2, he or she may proceed to step 3 by submitting such grievance within fifteen (15) working days of receiving the answer at step 2 to the GCA Education Services Regional Manager. This step shall be optional and may be waived by the mutual agreement of the parties. Within fifteen (15) working days after grievance, The GCA Education Services Regional Manager shall render his or her decision in writing on the grievance.

Step 4. If the Union is not satisfied with the answer in 3, the Union may proceed to Step 4 within fifteen (15) working days of receiving the answer by notifying the GCA Regional Manager that the Union wishes to submit the grievance to Federal Mediation Conciliatory Service in accordance with its rules which rules shall likewise govern the arbitration procedures. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The arbitrator's report shall be binding. The fees and expenses of the arbitrator in all cases shall be shared equally by Local 73 Division 208 and GCA Education Services.

### **Section 3- Time Limits**

The time limits in this article shall be strictly observed and the failure of a grievant to process the grievance from one step to another within the time limits so prescribed shall constitute a waiver of the grievance and be constructed as a withdrawal of the grievance. The time limits provided for herein may be extended by the mutual agreement of the parties.

### **Section 4- No Strike or Lock Out**

The parties to this agreement agree that the employees covered by this agreement shall not engage any strike, and that the Union and its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike. It is further agreed that GCA Education Services will not unlawfully lock out employees covered under this Agreement.

## **ARTICLE VI** **CLASSIFICATION OF EMPLOYEE AND JOB DUTIES**

### **Section 1 - Employment Procedures**

A. Employment of all Employees shall be the total responsibility of the Employer. GCA Education Services adheres to strict hiring procedures that include background checks. GCA Education Services sets all procedures based on State – Federal and Homeland Security guidelines and in accordance with school district hiring policies.

B All Applicants shall be on probationary basis during the first ninety (90) days of employment. During this period the employee is expected to show unmistakable evidence of fitness for the job. Failure to perform all duties to the satisfaction of GCA Education Services will result in termination of the employee at any time during this period. Terminations during the probationary period may not be grieved and are not subject to the Article V grievance procedure, however the Employer will consult with the Union prior to terminating a probationary employee. The Employer retains the ultimate decision on whether a probationary employee shall be terminated. All provisions stated above shall apply to all incoming employees following the date of the adoption of this Statement of Policy.

## **Section 2- Responsibilities and Duties**

The GCA Education Services Employees shall be responsible for the following but not limited to:

- A. Maintenance all buildings and equipment in a clean, safe and hygienic condition.
- B. Keeping all machinery, plumbing, heating, and lighting and ventilation equipment clean, and serviced and reporting promptly any conditions which might be unsafe or decrease the efficiency of such machinery or equipment.
- C. Servicing all lawns, playground, play equipment, drains, walks, driveways and entrances.
- D. Opening and closing the buildings as directed by the Principal.
- E. Being on duty during regular hours assigned, and when called upon for school events outside of school hours.
- F. Enforcing the rules and regulations of the school district pertaining to the use of school hours, unless excused by other than school groups.
- G. Reporting any damage to the equipment, grounds or other property of the school district and or GCA Education Services
- H. Reporting any injuries of students or other while on school property.
- I. Assisting the Principal and teachers whenever it is reasonable to do so.
- J. Performing such other duties as may be reasonably assigned by the GCA Education Services Management.
- K. Making Suggestions for improved work methods and for materials and equipment.

## **Section 3 - Classifications**

Employees shall be classified into the following general three (3) categories:

- 1. Building Service Technician
- 2. Custodian
- 3. Maintenance

**ARTICLE VII**  
**HOURS OF WORK AND SCHEDULES**

**Section 1- Hours of Work**

The normal work week for all full time positions shall be forty (40) hours per week and shall be scheduled Monday through Friday. The normal week for all part time employees shall consist of between twenty (20) and thirty-nine (39) hours per week. The normal work year shall be fifty-two (52) weeks. This Provision shall not be construed as a guaranteed work week or guaranteed work year.

**Section 2- Work Schedules**

- A. In buildings where two (2) or more persons are assigned, regular shifts will be established which shall be so arranged as to avoid the necessity of overtime whenever possible.
- B. Normal week day schedules will be Monday through Friday unless otherwise mandated by the school district.
- C. The eight (8) hour day includes a thirty (30) minute lunch period.
- D. There shall be no staggering of time of any employee for the purpose of the elimination of overtime. See Management's Rights Article II.
- E. During spring, summer, and winter breaks, employees' work schedule shall be from 6:00 a.m. to 2:00 p.m., except if there is a request by a school principal or the school district for a different schedule and subject to building availability.

**Section 3- Weekend Servicing**

Individuals checking buildings on weekends and holidays are guaranteed one (1) hour of pay at time and one-half their hourly rate per visit, one (1) visit a day unless otherwise instructed/needed.

**Section 4- Call Back/In Pay**

If an employee is called back or called in to perform work outside the scope of his/her normal work day, said employee shall be paid one (1) hour of travel time in addition to the time actually worked. The rate of pay for travel time and hours actually worked pursuant to the call back shall be one and one half (1 ½) times the employee's regular rate of pay.

**Section 5- Overtime**

All overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay after 40 hours paid time during any given week. Within a building, overtime (After 40 hours of paid time) will be first offered to regular employees working the same shift. Such time shall first be offered to most senior employee present and will be rotated until an equal distribution of such time is acquired. If an employee declines such, he/she will be by-passed one turn in the rotation schedule.

The overtime (After 40 Hours paid time) rotation schedule for this purpose must be posted on the union bulletin board at each building. All employees are responsible for signing and dating the schedule each time he/she is offered the overtime.

### **Section 6- Change of Positions**

An employee who is assigned to a position in a higher classification shall receive the wage of the higher classification (Based on seniority and qualifications) at the time he or she is assigned to such position regardless of whether or not the assignment is for a temporary period or on a permanent basis. The GCA Manager will determine the duties to be performed. Some of the higher classification of duties may be eliminated on a temporary bases.

### **Section 7 – Snow Days / Inclement Weather Days**

If schools are closed early, custodians may report to work early.

If schools are closed early due to inclement weather and employees are forced to leave work before completing their shifts, the employees will be paid for their regularly scheduled hours that day.

Employees shall be notified of school closings within one (1) hour of ABM being notified that schools are closed. If schools are closed before school starts in the morning may - at the discretion of the GCA Manager (Work Load Permitting):

1. Report to work as soon as possible.
2. Take an unpaid excused absence.
3. Take a vacation day.
4. Take a personal day.

### **Section 8 – Gas Allowance**

When an employee uses his/her car to perform his/her duties, he/she shall be reimbursed on the basis of the current Internal Revenue Service mileage rate per mile for use of his/her car. A record shall be kept of the number of miles the employee uses his/her car and request for payment shall be made at least every ninety (90) calendar days.

### **Section 9 – Tools**

Employees will not be required to furnish the tools necessary to perform their duties however, employees are responsible for replacing tools furnished by the Employer if said tools are lost, or damaged to the extent of not being usable through the negligence of or inattention of the employees.

**Section 10 – Equipment**

The employer shall provide the supplies and equipment necessary to perform the work. The employee shall be responsible for the careful use of such equipment and supplies.

**Section 11 – Hours during School Breaks**

Based on ARTICLE II – Refer to Managements Rights

**Section 12 – Specialized Training**

GCA Education Services agrees to provide specialized training for specific equipment as needed for which maintenance employees may be held accountable, as GCA Education Services deems fit and as requested by the employee. Employees will not be held responsible if a request for training has been made and not provided by the employer.

**Section 13 – Schedule When No Students Are Present**

On days where there are no students present at school, employees’ schedules shall change to being from 9:00 a.m. to 5:00 p.m., except if there is a request by a school principal or the school district for a different schedule and subject to building availability.

**ARTICLE VIII**  
**WAGES AND BENEFITS**

**Section 1 – Starting rates for new employees:**

Building Service Technician- \$12.00 Per Hour

Custodians - \$10.75 Per Hour

Substitute Employees \$10.00 Per Hour

Maintenance - \$15.75 Per Hour Minimum

GCA Education Services has the right to **increase** the entry wage rate based on any and all new employees based on qualifications.

**Section 2- Wage Increases**

Employees will receive three 1.5% wage increases to their current hourly rates, and three \$.20 per hour wage increases as set forth below:

1. Employees will receive a 1.5% increase to their current hourly wage rate and then a \$.20 per hour wage increase effective March 15, 2019

2. Employees will receive a 1.5% increase to their current hourly wage rate and then a \$.20 per hour wage increase effective March 15, 2020
3. Employees will receive a 1.5% increase to their current hourly wage rate and then a \$.20 per hour wage increase effective March 15, 2021

**Section 3 – Shoe Allowance**

Upon presentation of a sales receipt, employees shall be reimbursed up to \$75 annually (from March 2019 to March 2020, March 2020 to March 2021, and March 2021 to March 2022) for their purchase of shoes for work.

**Section 4 – Vacations**

- A. Grandfathered GCA Education Services Employees (Employees that were hired at the beginning of the current contract start date of March 15<sup>th</sup>, 2013) will receive a maximum of two (2) weeks of vacation – 10 Days starting March 2014. Seniority date of March 15<sup>th</sup>, 2013.
- B. GCA Education Services Employees will receive paid vacation days based on Seniority Dates as follows:
  1. One (1) Week of Vacation (5) Days after One (1) year of service.
  2. Two (2) Weeks of Vacation (10) Days after (3) years of service – With the exception of Grandfathered GCA Education Services Employees who will receive Two (2) weeks of vacation (10) Days
  3. Three (3) Weeks of Vacation (15) Days after (5) years of service with GCA Education Services.
- C. Grandfathered employees shall receive four (4) Weeks of Vacation twenty (20) Days after fifteen (15) years of continuous service.

**Section 5- Paid Holidays**

- A. Unless otherwise notified employees shall not be expected to report for regular work on the following days:
 

New Year’s Day	Good Friday	Memorial Day
July 4 <sup>th</sup>	Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve	Christmas Day
New Years Eve	MLK Day	President’s Day
- B. When a holiday occurs on Saturday or Sunday, the following Monday will be observed, or as otherwise agreed upon.
- C. Buildings, however, shall be serviced as directed by GCA Education Services Management. An employee required to work on the above listed days shall receive regular

pay for the holidays plus one and one-half (1½) his/her regular rate for all hours worked on the holiday.

### **Section 6- Health Insurance**

The employer shall make available Single Health Insurance benefits at a 60%/40% rate. The Employer pays 60% of the cost for single coverage and the Employee pays 40%. Additional coverages are available and the employee pays the additional cost minus the 60% Employer contribution of the single coverage. The Employer shall remain compliant with the Affordable Care Act.

### **Section 7 – Vision – Dental Insurance**

The Employer offers both Vision & Dental Insurance at the employee's full cost.

### **Section 8 – Term Life Insurance**

The employer shall make available term life insurance for each member of the bargaining unit in the amount of \$10,000. The premium cost is 100% paid for by the Employer.

### **Section 9 – 401K Plan**

Employees with (1) one year of service with GCA will be eligible to participate in GCA Education Services 401K Plan. Details available upon request.

**Section 10 – PTO Days (Personal Time Off)** - PTO Days must be approved by GCA Education Services Management and are work load permitting. Every effort will be made to grant requested time off. Employees shall have the right upon request to be informed of their accrued paid time off.

**Section 11 - PTO and Sick Leave Accrual:** Each employee shall accrue 8 hours of benefit time each month up to a maximum of 72 hours per year for a total of nine (9) days. Benefit time shall be taken in half day increments with five (5) days permitted to be designated as Paid Time Off (PTO) and requiring a one (1) week advance notice to the employee's immediate supervisor and four (4) days permitted to be designated as sick leave which do not require an advance notice.

**Section 12 – Paid Breaks** - Each employee will be allowed a paid fifteen (15) minute break before lunch and paid fifteen (15) minute break after lunch to be scheduled in advance with approval from their supervisor/manager. Each employee will also be allowed a paid thirty (30) minute lunch with approval from their supervisor/manager.

**ARTICLE IX**  
**LEAVES**

**Section 1 – Leave of Absence**

Leave of absence may be granted to employees with three (3) or more years of service based on seniority date in the school system for periods up to (30) days. Requests shall be made in writing to GCA Education Services Manager and are based on workload.

FMLA guidelines take precedence over the above.

**Section 2 - Death in the Immediate Family**

Four (4) work days within the seven (7) consecutive calendar days will be allowed in the event of death in immediate family. Immediate family includes: father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, son-in-law-daughter-in-law, brother-in-law, sister-in-law, grandchild, or grandparent or any relative who at the time of death was living as a member of the household. Two (2) days without loss of pay will be allowed for the employee to attend the funeral of any member of the family not included in the above list. GCA Education Services Manager may grant a leave request for relationship not otherwise covered by the section, but falling within its intent. Proof of death will be required for any bereavement paid time off.

**Section 3 – Work Related Injury**

Work Related Injuries are covered through Workman’s comp guidelines. GCA Education Services follow’s all State and Federal guidelines.

**Section 4 - Beneficiary’s Benefits**

In the event of the death of an employee eligible for payment of accumulated earned vacation, PTO days, the earned vacation/PTO days the eligible employee would have been entitled to receive had he/she survived shall be paid directly in a lump sum, less appropriate deduction, to the beneficiary name on his/her term life insurance policy carried by GCA Education Services.

**Section 5 – Jury Duty**

All employees who have been called for jury duty shall be granted leave with pay for a period not to exceed twenty (20) working days in any calendar year. The pay for such leave shall consist of the difference between the employee’s regular rate of pay and that of the remuneration received from the court system. Employees shall be paid at their regular rate of pay times their regular hours worked. Proof of such remuneration shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

## **Section 6 – Military Leave**

The Military Selective Service Act of 1967 (current or amended) sets forth the conditions of leave and re-employment rights of employees entering or leaving military service.

## **Section 7 – Union Leave**

Upon written request from the Union and the Employer shall meet to discuss granting a special unpaid Union leave of absence to not more than one (1) employee at any one time. The Employer shall not arbitrarily refuse the granting of a Union leave, but it may raise operational considerations. Such Union leave of absence will be for a maximum period of six (6) months. The employee's seniority and other benefits shall continue while on leave.

# **ARTICLE X** **VACANCIES- PROMOTIONS- LAY OFFS**

## **Section 1 – Seniority**

Seniority shall be defined as the length of continues service with the employer in the Custodial/Maintenance Unit.

All employees who were employees of Lake Ridge Schools and were hired by the Employer at the time in which GCA Educational Services became the provider of services shall have their seniority from Lake Ridge Schools recognized.

If an employee, prior to being employed in the custodial /maintenance unit was an employee of the employer, his/her seniority shall be based upon the last date of hire of said employee by the employer with the exception that only length of continuous service of the employee in the custodial/maintenance unit will be used for determining seniority rights with respect to the filling of vacancies or layoffs.

## **Section 2 - Vacancies- Promotions**

- A. Vacancies in all classes except maintenance, which shall occur from time to time due to retirement, death, resignation or other reasons, shall be given to employees on the basis of seniority if the employee can meet the posted qualifications. Promotions to vacancies in the maintenance class shall be filled on the bases of the seniority and the relative ability to perform the required responsibilities of the position. If the ability to perform the required responsibilities of the position of two (2) or more employees is relatively equal, the employee with the most seniority will be selected. Provided, however, that an employee who has not completed the new hire probationary period, or an employee who is currently on disciplinary probation, or an employee who has suspended within the previous 180 calendar days shall not be permitted to apply for on a position that would result in a promotion.

- B. All vacancies which are to be filled will be posted no later than five (5) calendar days following such vacancy; provided, however, that persons in the building where a vacancy in the custodial/maintenance class occurs shall, on the basis of the seniority, have the first opportunity to fill the vacant position. The resulting vacancy shall then be posted, vacant positions which are posted subject to this article shall not be filled with a substitute or temporary employee for a period of more than sixty (60) days provided qualified applicants have applied for the position. This provision shall not be interpreted to restrict GCA Education Services rights to employ probationary employees or grant probationary promotions under the other provisions of this Agreement.
- C. Those vacancies that occur during the summer will be posted for a period of five (5) days.
- D. When an individual has been promoted to a higher classification that individual shall serve a sixty (60) days' probationary period, he/she will be reclassified back to the classification and salary (Hourly Rate) from which he/she has been promoted at the beginning of the probationary period in the new assignment. Such a decision to reclassify shall be made on reasons set forth in writing by GCA Education Services Management.
- E. After a voluntary transfer, an employee must stay in the position 180 calendar days before being eligible to transfer within the same classification from one building to another building. This provision shall not apply to prevent an employee from transferring for any of the following reason: to gain additional hours, to earn additional income, or to change shifts. Employees are not allowed to transfer to another position and or location unless the position is deemed vacant. "Bumping" because of seniority will not be allowed.
- F. Employees assigned for the first time to either a Day or Night custodian position will be provided appropriate training from a maintenance employee and or supervisor concerning the proper maintenance and inspection of the mechanical systems in the building.

### **Section 3 – Lay Off Clause**

- A. Prior to any layoff, all Maintenance, Custodial and Janitorial employees in the bargaining unit shall be grouped together by system wide seniority and job classification. The least senior employees in job classification shall be laid off accordingly. When two (2) employees have the same date of hire, the person who filled out their application first shall be considered the most senior.
- B. Employees on lay-off status shall be called back on the basis of seniority with the most senior employee being called back first. No regular employee shall be laid off while substitutes are employed.

- C. Displaced employees shall be offered vacant jobs that become available in the same classification and/or hours prior to posting any said job.
- D. If no open position is available, the employee shall be permitted to displace any less senior employee in his/her present classification or a lower classification at his or her present wage until a position in his or her present classification comes open which he or she shall be assigned.
- E. An employee who is displaced shall have the opportunity to displace any less senior employee in his/her present classification or a lower classification. The same process shall be followed until the last senior employee is laid off.
- F. Employees on layoff status shall be called back on the basis of seniority with the most senior employee being called back first. If as a result of the application of this clause, an employee is placed in a lower classification, the employee will be paid at the rate of that classification. An employee who as a result of the application of this clause is placed in a lower classification shall have the first opportunity, based on seniority to fill a vacancy in his or her original classification. Any employee laid off shall be entitled to recall after displaced workers have had first choice at any openings and all regular employees have had an opportunity to bid on a job. If an employee, on layoff status, refuses a call back then he/she will be removed from any future call backs.
- G. During the length of this contract a committee of the union and the employer representative will be formed to study and make recommendations to the bargaining team concerning lay-offs.

**ARTICLE XI**  
**DISCHARGE AND DISCIPLINE**

**Section 1- Cause for Dismissal/Disciple**

- A. Except as otherwise provided by this agreement, no employee may be discharged, suspended, or disciplined without just cause. The Employer agrees that discipline should be progressive, except for serious offenses which are listed in GCA's January 2016 Employee Handbook. The Employer may in its sole discretion skip progressive discipline steps, including going straight to discharge, depending on the seriousness of the misconduct.
- B. In case where the Employer believes that an employee's job performance has become unsatisfactory, such as when an employee is believed to be careless or excessively absent or tardy, the Employer will notify the Union of such belief and the Union and the Employer shall cooperate in investigating the matters and taking corrective measures, if warranted. If the Employer contemplates severe disciplinary action beyond a simple reprimand, then the Employer will notify the Union in writing through an e-mail of such belief and the Union

will promptly acknowledge, receipt of such notice. The Union need not acknowledge receipt of simple warnings or reprimands in which the Employer does not state that severe disciplinary action is contemplated. No warnings or reprimands shall be considered for purposes of disciplinary action after eighteen (18) months from the date of the warning or reprimand.

- C. Employees will abide by and follow work rules stated in the GCA Education Services Handbook for Union Employees as follow:

### **Disciplinary Steps**

The procedures in the Employee Handbook have been developed to provide employees with an understanding of what can be expected if rule violations or misconduct occur. As it is not possible to anticipate the circumstances under which every conceivable infraction could take place, employees should not view these procedures as all inclusive or as specifying the appropriate discipline. However, these procedures should provide guidelines on protocols GCA Education Services will attempt to follow in many situations when verbal instruction or counseling is not effective. These steps are only guidelines, and GCA Education Services reserves the right to strip steps and to impose such discipline it deems appropriate.

1. Verbal Warning: A verbal warning to inform or remind an employee that a specific behavior is not acceptable. This verbal warning will be documented on GCA Education Services Disciplinary Action Form and marked as a Verbal Warning.
2. Final Written Warning Prior to Termination: This gives specific notice that the employee's job is in jeopardy. Specific goals and expectations and follow-up time for re-evaluation of their performance should be given. See B of this Article X related to Union notification.
3. Termination: An employee may be discharged under two general circumstances:
  - a. With prior warning via the disciplinary process explained above.
  - b. Without prior warning for serious violations of policies or procedures, insubordination, dishonesty, or misconduct which in the Company's sole discretion requires immediate discharge.

**Suspension:** A suspension of one or three days may be imposed when the GCA Education Services Manager needs to have the employee leave the work area; e.g., to conduct an investigation. If the employee is returned to work they will be paid for days suspended. If not returned to work, the suspended days will not be paid.

**NOTE:** This is not a disciplinary step

Introductory Employees: Employees in their first three months (90 Days) of employment may receive accelerated discipline if disciplinary action is warranted. Every reasonable effort will be made to correct an introductory employee's poor performance.

### **Section 2- Personnel File**

An employee shall be informed and have the right to respond in writing in anything of a derogatory nature is placed in his/her personnel file. The employee will initial and date the material to indicate that he/she has seen the material. Such signing of the material shall not be constructed to indicate agreement as to the contents of the material. If the employee chooses to respond in writing, he/she shall do so within twenty (20) working days, and his/her written response will be attached to the material and placed in his/her personnel file. The employer shall acknowledge receipt and placement of the written response in the employee's file. The contents shall not be subject to grievance procedure; however, in the event of a suspension or discharge, the content of the materials and written response may be introduced into evidence and argued on its merits by either party at any step of the grievance procedure. After five (5) years of no disciplines, any prior disciplinary notices taken against an employee shall be purged from his/her file and cannot be used against the employee in any way.

### **Section 3- Conference**

If an employee is summoned to a conference which could reasonably be expected to result in disciplinary action, the employee shall be informed in advance that the conference might lead to disciplinary action, and that the employee has the right to have a Union representative of his/her choice attend the conference. If the employee requests a union representative and the request is denied, statements made by the employee in the conference may not be used in any subsequent consideration of disciplinary action against employee.

### **Section 4 - Involuntary Transfer**

When it necessary to promote, demote, or to transfer an employee although there may be other employees on the preferred list in the same classification having either greater or lesser seniority, such promotion, demotion, or transfer may be allowed for good and sufficient cause shown if the reason are therefore fully set forth in writing by the GCA Education Services manager and further if it shall affirmatively appear that such promotion, demotion, or transfer is actuated without favoritism or influence and is not based upon reasons other than the good of the service.

### **Section 5 – Employee Records**

A record of each regular GCA Education Services employee working in the school district shall be kept at the Midwest Regional Office – Downers Grove Illinois. Such records shall be made available in cases involving the working conditions and the wages of the employees, and when the records are necessary in order to process intelligently any grievances relating to those working conditions or wages.

GCA Education Services shall, at its own expense, provide each employee with an identification card which shall include a picture of the employee or as directed by the school district. Each

employee shall have an identification card in his or her possession at all times while work is being performed on the premises of the school district.

**Section 6- Evaluations**

Service employees shall be evaluated at least once a year by March 15th of each contract year. Employees shall not be evaluated by members of the bargaining unit. The Evaluation shall be based upon the Employee's work performance. An evaluation that identifies poor work performance shall be provided to the employee.

Employees shall have the right to submit a written rebuttal with thirty (30) calendar days following receipt of the evaluation. The rebuttal shall be attached to the evaluation and placed into the employee's personnel file. In the event of a disciplinary action, if the employee's evaluation is brought into evidence, so, too, shall the rebuttal.

**ARTICLE XII**  
**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 give notice to the purchaser or assignee of the existence of, and operations covered by, this agreement.

**ARTICLE XIII**  
**AGREEMENT- MODIFICATION OR TERMINATION**

Each employee shall be provided with a copy of this Agreement. The Foregoing Agreement between GCA Education Services and the Service Employees International Union Local 73{, Division 208,} is effective for the period beginning March 15, 2019 through March 14, 2022. Thirty (30) days' notice is required to initiate negotiations for a new agreement. This agreement is hereby approved in accordance the official action of the respective governing bodies.

GCA Education Services

SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 73

Title: Regional Manager

Title: President

Jackie R. Parker

DIAN PALMER

Printed Name  
JR Parker

Representative - Printed Name  
DP

Signature 5/22/2019

Signature

Pam Stewart

Barbara Thomas

W. J. J. J. J.

Barbara Jones

Paul H. H. H.

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