

Agreement Between
ABM
and
AFSCME Council 5, Local 3532
For the Bargaining Unit of
Housekeeping and Laundry
Effective August 23, 2021 Through August 31, 2024

AGREEMENT

ABM (throughout this Agreement referred to as the "Employer"), and the American Federation of State, County, and Municipal Employees Union ("AFSCME"), Council 5, AFL-CIO (throughout this Agreement referred to as the "Union"), on behalf of employees of the Housekeeping and Laundry Department covered by this Agreement have, effective August 23, 2021, agreed as follows:

ARTICLE 1

GENERAL STATEMENT OF PURPOSE

It is the intent and purpose of the parties to this Agreement that, as provided in the following specific articles, it shall promote and improve industrial relations between the Employer and the Union; and between the Employer and its employees; accomplish and maintain the highest efficiency of work; provide methods for a prompt and peaceful adjustment of problems concerning which differences of opinion may arise; ensure against any interruption of work, slow down, or other interference of work; strengthen goodwill, mutual respect and cooperation; and set forth the basic agreement covering rates of pay, wages, hours of work, and other conditions of employment to be observed between the parties to this Agreement.

ARTICLE 2

RECOGNITION

2.1 Certified Representative - the Employer recognizes the Union as the sole and exclusive bargaining representative of certain employees within the collective bargaining unit at the facility located at 3737 Bryant Avenue South, Minneapolis, Minnesota 55409, with respect to rates of pay, wages, hours of work, and other general conditions of employment.

2.2 Designated Bargaining Unit - The term "employee" or "employees" as used in this Agreement shall refer to all hourly-paid employees of the Employer located at 3737 Bryant Avenue South, Minneapolis, Minnesota 55409 in the following occupations only:

All full-time and regular part-time employees employed by the Employer at its 3737 Bryant Ave, So., Minneapolis, Minnesota facility in the following classifications: Housekeeping and Laundry employees, excluding managers, assistant managers, managers in training.

2.3 Respect of Parties' Representatives - In the handling of grievances or contract matters, officer and committee persons (or stewards) of the Union shall duly recognize all representatives of the Employer in supervisory capacities as part of Management, extend proper courtesy to them, and at all times give them full cooperation in the interest of mutual understanding and effective and efficient management, Representatives of the Employer shall conduct their relations with officers and representatives of the Union with proper courtesy, and in a manner which shall be conducive to good relations between the Union and the Employer.

2.4 Harmonious Relationship - It is the purpose of this Labor Contract and the intent of the parties to establish harmonious understandings and relationships between the Employer and the Union. In the spirit of continuing their harmonious and cooperative relationship, the Employer and the Union agree to implement and exercise the provisions of this Labor Contract in a fair and responsible manner. Therefore, The parties agree to comply with the terms set forth in the following Labor agreement.

ARTICLE 3

UNION ACCESS; UNION BUSINESS; BULLETIN BOARDS

3.1 The Employer agrees to allow access to the worksite to authorized representatives of the Union for the purpose of conducting Union business so long as such access does not interfere with the Employers operations.

3.2 Upon two weeks' notice, prior to the start of the requested Union leave the Employer agrees to allow unpaid leave to Union officials for the purpose of conducting Union business. This leave shall normally be limited to a maximum of ten (10) business days in any twelve (12) month period. No more than one (1) employee of the Employer may be excused for union business for the same time period, except under special circumstances, at the discretion of the employer.

3.3 Members of this bargaining unit shall have access to utilize the two (2) Union boards that are currently provided by the facility for Union postings.

ARTICLE 4

MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. The rights of management shall include, but not be limited to, the right to determine the quality and quantity of work performed, to determine the selection, direction, and number of employees to be employed and increase or decrease that number based on business need, to lay off employees, to assign and delegate work, to transfer, suspend discharge and discipline bargaining unit employees only for just cause, to maintain and improve efficiency, to require observance of Employer rules, regulations, and other policies, to schedule work, determine the equipment to be utilized and the type of service to be given, to transfer and relieve from duty, and to change, modify or discontinue existing methods of service and equipment to be used or provided. All rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer. This article shall not be used to avoid any provision of this agreement

**ARTICLE 5
UNION SECURITY**

5.1 All employees subject to the terms of this Agreement shall, as a condition of continued employment, become members in the Union or pay to the Union a service charge to reimburse the Union for the cost of negotiating and administering this agreement the first working day following notice to the Employer of a signed union authorization card. The amount of the service charges shall be in accordance with the payment structure established by Minnesota AFSCME Council 5, Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employee and the Employer from the Union. The Union shall indemnify and hold the Employer harmless in any claim of any employee so terminated.

5.2 The Employer agrees to supply the Union a monthly electronic report of employees to include: Employee name, phone number, gross wages per pay period, FTE status or authorized hours and new hires of the bargaining unit.

5.3 The Employer agrees to deduct the Union dues or agency service fees from the pay of those employees covered by this Agreement who sign the Authorization for Payroll Deduction for Union Dues or Fees. The amounts to be deductions shall be certified to the Employer by a representative of the Union, and the aggregate deductions of all employees who authorize payroll deduction shall be remitted together with an itemized statement, to the representative within 30 days of the end of each month.

5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article

5.5 The Employer shall provide a payroll deduction for voluntary employee contributions to the Union's Political Action Committee.

**ARTICLE 6
NO STRIKE, NO LOCKOUT**

6.1 No Strikes – The Union guarantees the Employer, of behalf of itself and each of its members, that there will be no authorized strike of any kind during life of this Agreement.

6.2 No Lockouts – During the term of this Agreement, provided the Union and the employees comply with the provisions of this Article, the Employer will not lock out the employees.

**ARTICLE 7
SCHEDULING AND HOURS; OVERTIME**

7.1 Pay Periods - The Employer shall establish regular pay periods which shall be not less frequent than twice per month.

7.2 Time Records - Employees have the responsibility to ensure the accuracy of their time records. Under no circumstances may one employee alter and/or falsify a time record of any employee, altering or falsifying employees time record would include punching in or out by someone other than the employee or an authorized supervisor.

7.3 All employees who work six (6) or more consecutive hours shall be entitled to thirty (30) minutes for an unpaid meal break.

7.4 Work schedules showing the shifts, days and hours of all employees shall be posted at least fourteen (14) calendar days in advance of their effective date, which may change due to business needs. The Employer shall make a good faith effort to notify employees of any changes as soon as such changes are known.

7.5 The Employer will offer additional shifts/hours based on seniority.

7.6 An employee who has been scheduled for additional hours beyond their regular schedule will be given a minimum of two (2) hours' notice prior to the start of the additional hours when practicable.

ARTICLE 8 EMPLOYEE BENEFIT PROGRAM

8.1 Paid Time Off – All employees will accrue paid time off (PTO) in whole hour increments at the following rates:

0 – 3 years seniority	1 hour for every 30 hours worked, up to 48 hours annually
4 – 7 years seniority	1 hour for every 26 hours worked, up to 80 hours annually
8+ years seniority	1 hour for every 17 hours worked, up to 120 hours annually

An employee shall accrue no more than 160 hours of PTO in the aggregate regardless of seniority.

After ninety (90) days of employment, PTO shall be made available to employees for use in not less than four (4) hour increments for scheduled vacation time or sick and safe time.

8.2 Disability Pay - This benefit is available for full-time employees who have worked for twelve (12) months and need time away from work for non-work-related medical issues. Disability pay is in conjunction with Family Medical Leave Act (FMLA). Disability pay begins on the 1st day of hospitalization or on the 3rd day of an accident or on the 5th day of an illness. Employees will receive disability pay as a taxable benefit for a maximum of 12 weeks at the rate of 66% of regular pay. A physician statement verifying the need to be off may be required by the Employer. Childbirth shall receive a maximum of 6 weeks of disability pay. If the mother has a documented ongoing medical disability beyond six weeks, she shall be eligible for an additional 6 weeks of disability pay.

8.3 Types of Leave –

A. The Employer may grant an unpaid leave of absence if justified by illness, accident, or compelling personal reasons, or as required by law. When a leave of absence is granted, it usually is on the premise that regular employment will resume when the absence is no longer required- Other than leaves required by law, a leave of absence is a privilege, not a right, and is granted at the discretion of management. Leaves required by Federal law include Military Duty and FMLA. Leaves allowed by State law include Parental Leave, Sick Child Leave, Organ Donation, and Bone Marrow Donation.

Employees on unpaid leaves of absence shall not accumulate hours for the purpose of wage progressions or other benefits.

B. Jury Duty - The Employer will allow full time employees paid time to serve on a jury. An employee must within one working day of receipt of a summons for jury duty notify his/her manager of the days required to be available for jury duty. The employer is to pay the differential in wages when jury duty conflicts with his/her working schedule. If the employee works second, they will be given unpaid time off as well.

C. Personal - A Personal Leave of Absence of up to 30 days may be granted by the employee's supervisor if all available PTO has been used and the employee needs additional time away from work without terminating employment. Such factors as length of employment, job performance, and department workload will be taken into consideration when granting or not granting the leave. During the leave period, the Employers contribution to the medical, dental, and life insurance plans will continue for up to 30 days, during this time period, employees are responsible for paying their share of the premium cost. For leaves extending beyond 30 days, employees can continue coverage, under COBRA law, by paying the full monthly cost until returning to work or up to 18 months. Note: An employee is eligible for this leave after one (1) year of employment.

D. Funeral Leave - Employees shall be eligible to use funeral leave due to the death of an "immediate family member," as defined in this Section. Employees should notify their supervisor as soon as possible regarding the need for this leave.

Employees shall be eligible for three (3) days of funeral leave and will be paid at their straight-time rate (24 hours at the employee's straight-time rate) for the death of an "immediate family member," defined as follows: Wife; Husband; Son; Daughter; Mother; Father; Brother; Sister; Step-Child; Immediate In-Law (father, mother, sister, brother); Grandparent; Grandchild; Life Partner; Significant Other; Legal Guardian or Legal Ward.

- 8.4 A. Workers who submit a request for flex hours at least two (2) months in advance shall receive a written response from management within ten (10) business days.

B. Workers who submit a request for flex leave at least two (2) weeks in advance shall receive a written response from management within three (3) business days.

C. Workers who request flex leave due to emergencies or unforeseen circumstances or events shall receive a written response from management within (1) business day or as otherwise required by law.

ARTICLE 9 HOLIDAYS

9.1 The following days will be considered Holidays:

New Year's Day	January 1 st
Memorial Day	The Last Monday in May
Independence Day	July 4 th
Labor Day	The First Monday in September
Thanksgiving Day	The Fourth Thursday in November
Christmas Eve (after 5pm)	December 24 th
Christmas Day	December 25 th

If an employee works on a holiday, they will be paid double time. If an employee works overtime on the holiday, they will be paid 2.5x their base rate.

ARTICLE 10 INSURANCE

The Employer will offer its standard insurance benefits package to employees and shall notify the Union of any changes.

ARTICLE 11 PAY

11.1 Employees working in the Lead role will receive an additional \$.75 per hour differential for all hours worked in that role. Lead roles will be determined by management on an as needed basis and will be designated on the posted schedules. Lead employees do not act in the role of supervisor and are not given any authority for performance evaluations, disciplinary actions, or decisions to hire or fire bargaining unit employees.

11.2 Wage Scale

Effective on the first day of the full payroll period following ratification:

- Starting Rate: \$15.00
- First full payroll period following eighteen (18) months of employment: \$15.50
- First full pay period following 72 months of employment: \$16.00

Effective July 1, 2022:

- Starting Rate: \$15.50/hour
- First full payroll period following eighteen (18) months of employment: \$16.00
- First full pay period following 72 months \$16.50

Effective January 1, 2023:

- The July 1, 2022 rates shall increase by the same percentage as the Minneapolis minimum wage.

Effective January 1, 2024:

- The July 1, 2023 rates shall increase by the same percentage as the Minneapolis minimum wage.

The wages described herein are minimums. Nothing shall prevent the Employer from paying higher wages at its exclusive discretion.

ARTICLE 12 GRIEVANCE PROCEDURE

12.1 If any disagreement or dispute arises between the parties as to meaning, interpretation or application of the terms of this Agreement, or as to the rights of either party under this Agreement, the matter shall be handled in the simplest and most direct manner and, unless the procedure or any part thereof is waived by mutual consent, the matter shall be taken up immediately as follows:

Step 1: The employee, with or without a Union representative, shall discuss the grievance with his/her immediate supervisor as promptly as possible, but not later than fourteen (14) calendar days after the alleged contract violation. In no case shall the selection of a steward result in undue delay of the meeting. If no mutually satisfactory solution is found within fourteen (14) calendar days after the meeting between the Employee and the Supervisor and the Employee and the Union desire to pursue the grievance, a written statement of the grievance shall be filed with the Employer within fourteen (14) calendar days of the answer.

Step 2: When the grievance is submitted in writing as provided in Step 1 above, a meeting between the Union and an authorized representative of Health Center will be held within fourteen (14) calendar days of the receipt by the Employer of the written grievance. Within fourteen (14) calendar days after the conclusion of this meeting the Employer will provide its written decision to the Union. The Employer will grant up to thirty (30) minutes of necessary and reasonable paid time during working hours to the Union representative for the investigation and presentation of the grievance.

Step 3: If no mutually satisfactory solution is reached in Step 2 as provided above, the Union shall notify the Employer in writing within fourteen (14) calendar days after

receipt of the Employer's Step 2 answer of its desire to proceed to Step 3. Within fourteen (14) calendar days after the Employer receives the notice of the Union's desire to proceed to Step 3 a meeting will be held between the Union representative and the Employer. Within fourteen (14) calendar days after the conclusion of this meeting, the Employer will provide its written decision to the Union, unless the time is extended by mutual agreement. If the matter has not been satisfactorily disposed of in this step, then either party may demand arbitration of the grievance by giving written notice to the other party within the next fourteen (14) calendar days. The arbitrator shall be selected from a list of eleven (11) neutral arbitrators to be submitted to the parties by the Federal Mediation.

12.2 Grievances to be Expedited

A. Safety Grievances - Any such dispute which alleges a work assignment contrary to safety rules shall be submitted to the grievance procedure at Step 2.

B. Policy Grievances - Grievances of a general or policy nature may be initiated by the union in Step 3 of the Grievance Procedure, and if no satisfactory answer is given in Step 3, the Union may refer the grievance through the balance of the Grievance Procedure, subject to the terms and conditions thereof.

C. Group Grievance - A grievance which allegedly affects a substantial number or class of employees may be presented at Step 2 of the grievance procedure within fifteen (15) days from the date of occurrence. The class action or group grievance shall identify the employees within the class or group who are affected.

12.3 Decision Final Unless Advanced – Management's reply to a grievance will be considered final at any step of the grievance procedure and the grievance closed, if the grievance is not advanced by the Union to the next step of the grievance procedure within the time limits specified herein for the successive steps of the grievance procedure.

12.4 Mediation Prior to Arbitration if Parties Willing - After a grievance has been appealed to arbitration, but prior to scheduling same, a representative of the Union shall meet with representatives of the Employer in an effort to settle such grievance prior to arbitration. If both parties are willing. Such settlement efforts may include non-binding mediation.

12.5 Disciplined Steward May Request Another Union Representative - If the employee to be disciplined is a steward, the steward may request the presence of a different steward as representative. Any steward presenting a disciplinary matter to the Employer must be in good standing and not on disciplinary probation with the Employer.

12.6 Parties May Agree to Waive Steps or Proceed to Arbitration - Nothing herein shall prevent the Employer or the Union from agreeing in writing to waive one or more steps of the procedure or from agreeing to submit a grievance directly to the Board of Arbitration.

12.7 All Contractual Controversies Settled by Grievance Procedure - Any controversy arising out of the interpretation or application of the terms and provisions of this Agreement shall be settled by the grievance and arbitration procedure.

12.8 Grievance Representatives in General - For grievance purposes, the Employer will recognize Union Stewards provided the Union has furnished the Employer in writing the names of the stewards. The number of stewards necessary to adequately represent the employees of the Employer will be determined by mutual agreement of both parties to this Agreement.

12.9 Settlement of Grievances - Any settlement or agreement reached in resolution of a grievance after its written submission shall be reduced to writing and signed by both parties.

12.10 Expenses of Arbitration - The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

12.11 Authority of Arbitrator

A. The Arbitrator shall have power to rule upon the full merits of the dispute between the parties and shall have the power to order performance either prospectively or retroactively.

B. The arbitrator shall require compliance with the procedural requirements of this Article and the arbitrator's jurisdiction shall be limited to the interpretation of the provisions of this Agreement as applied to the facts. The arbitrator shall have no authority to alter, modify, eliminate or add to the terms of this Agreement unless mutually agreed upon in writing by the two parties.

ARTICLE 13

DISCIPLINE AND DISCHARGE

13.1 The Employer shall not discipline an employee without just cause. A written notice of any discipline shall be given to the employee during all discipline meetings and a copy thereof sent to the Union upon request. An employee shall be entitled to review the employee's personnel file.

13.2 Discipline shall normally be administered in a progressive fashion. Discipline shall include documented counseling, coaching, oral, written, suspension and termination. Notwithstanding, employees may be terminated immediately for serious misconduct that endangers the company, its employees, or others in the workplace, including but not limited to acts of theft/dishonesty, violence, and abuse.

13.3 Employees may be suspended without pay as part of disciplinary action. Should the findings of an investigation not result in disciplinary action that includes an unpaid suspension from work, or does result in disciplinary action that includes an unpaid

suspension for days fewer than those actually missed, the employee shall be paid for the corresponding scheduled work hours missed. Investigatory suspensions shall not exceed five (5) business days except under extraordinary circumstances. This provision shall not apply when an employee is suspended pending the outcome of a matter which is in the hands of law enforcement.

13.4 In connection with investigatory interviews of an employee conducted by the Employer in which an employee reasonably believes that such investigation could result in disciplinary action, an employee upon his/her request shall be entitled to have a steward or business agent of the Union present.

13.5 The Employer shall disregard as progressive disciplinary actions any discipline issued to an employee outside of the preceding twelve (12) months, unless severity of the incident warrants use of historical documentation.

ARTICLE 14 SENIORITY, LAYOFF AND BREAKS IN SERVICE

14.1 Seniority shall be continuous service with the Employer calculated from the first day of regular employment or reemployment following a break in continuous service. In the case of employees hired through an outside agency or "pool" such service shall not be included.

14.2 In the event layoffs or reductions in hours are necessary, the Employer shall lay off in inverse order of seniority after first seeking volunteers for layoff. The Employer will give at least thirty (30) days' notice of its intention.

14.3 Employees on layoff shall be recalled from layoff in order of seniority. An employee recalled from layoff must report to work within seven (7) calendar days after date of written notice of recall, given by the Company by certified mail and addressed to the employee at the employee's last address appearing in the records of the Company (the letter of the Company shall be considered as received if it is marked "undeliverable" by the U.S- Postal Service).

14.4 The seniority date of each employee shall be as it is shown in the personnel records of the Employer as of the date of the signing of this Agreement. From and after such date, the seniority record of all employees covered by this Agreement shall be maintained by the Employer. A copy of the seniority list shall be given to the Union upon execution of this Agreement. The seniority of each employee on the list shall be considered as correct and accepted by the union and each employee listed unless objection is made to such seniority list within thirty (30) calendar days after the date of posting. A seniority list, revised, according to changes, if any, that have occurred, shall thereafter be furnished to the Union upon request

14.5 Continuous services shall be broken and the employment relationship terminated when:

- A. An employee voluntarily leaves the employ of the Employer;
- B. An employee is discharged for just cause;

C. An employee fails to report to work within seven (7) calendar days after date of written notice of recall to work after a layoff, given by the Employer by certified mail, mail with a delivery receipt or other tracking feature, delivery by courier or by personal delivery, and addressed to the employee at the employee's last address appearing in the records of the Employer (the letter of the Employer shall be considered as received if it is marked "undeliverable" by the US. Postal Service);

D. An employee is absent due to a layoff which continues for more than twelve (12) months;

E. An employee fails to return at the appointed time from any leave of absence;

F. An employee is retired.

ARTICLE 15 APPLICABLE LAW

The parties recognize that this Agreement is subject to the Constitution and laws of the United States and the State of Minnesota. To the extent that any provisions of this Agreement conflict with the provisions of any such law, it shall be modified only to the extent necessary to comply with such law.

ARTICLE 16 SAVINGS CLAUSE

Savings Clause: This Agreement is intended to be in conformity with all applicable and valid federal and state laws and those rules or regulations promulgated there under having the force and effect of law which are in effect on the effective date of this Agreement. Should any Article, Section or portion thereof, of this Agreement, be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof, directly specified in the decision, and all other valid provisions shall remain in full force and effect, upon the issuance of such a decision, the parties agree immediately to negotiate regarding the invalidated Article, Section, or portion thereof. Should the implementation of any provision or portion of this Agreement be delayed or withheld because of an applicable state or federal law, Executive Order or Regulation dealing with wage or price controls, then only such specific provisions or portion shall be affected and the remainder of this Agreement shall continue in full force and effect for the term of this Agreement. Any portion or provisions of this Agreement thus delayed or withheld shall become effective and be implemented at such time, in such amounts, and for such periods retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement or any extension thereof.

ARTICLE 17 LABOR MANAGEMENT COOPERATION COMMITTEE

A Labor-Management Cooperation Committee shall be established for the following purposes:

- A. To improve communication between representatives of Labor and Management;
- B. To discuss matters pertaining to staffing and scheduling;
- C. To provide a forum for discussion of the problems of the industry;
- D. To assist employees and employers in solving problems of mutual concern that lie outside the normal grievance procedure and to resolve minor problems before they become formal grievances; and
- E. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the industry.

This Committee is not intended to circumvent, replace or modify the grievance procedure.

**ARTICLE 18
DURATION AND RENEWAL**

This Agreement shall be in full force and effect from and after August 23, 2021 through August 31, 2024. This Agreement shall continue in full force and effect from year to year thereafter unless written notice to change or modify or terminate the Agreement is given by either party to the other at least ninety (90) days prior to the expiration date of the Agreement.

IN WITNESS WHEREOF, the parties' duly authorized representative as evidenced by their signatures below, hereby express their intent to be bound by the terms of this Agreement.


FOR THE EMPLOYER
ABM

Benjamin Ludgfield

 9.02.21

FOR THE UNION

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
UNION ("AFSCME") COUNCIL 5, AFL-CIO

Matthew 8/27/2021
 8/27/2021
Mark 8/30/21