# Janitorial Services Collective Bargaining Agreement

Between

# ABM Industry Groups, LLC

And

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and its affiliate Locals



Effective: January 2, 2025- May 1, 2028

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#### Introduction

The management of ABM Industry Groups, LLC (ABM) and the United Automobile, Aerospace and Agriculture Implementation Workers of America (UAW), International Union, recognizes that they must effectively function as a team to prosper in today's globally competitive marketplace.

ABM acknowledges that Union and Management may have different ideas on various matters affecting their relationship. We are convinced that differences can be peacefully and satisfactorily adjusted by sincere and patient effort on both sides. Regarding the effort of work, we subscribe to the concept of "a fair day's work for a fair day's pay."

## **Preface**

ABM and the United Automobile, Aerospace and Agriculture Implementation Workers of America (UAW), International Union, recognize their respective responsibilities under federal, state, and local laws relating to the legal principles of equal opportunity in employment practices.

#### Article 1: Agreement

This agreement is entered into by and between ABM Industry Groups, LLC, that performs janitorial cleaning services for Ford Motor Company and the United Automobile, Aerospace, and Agriculture Implementation Workers of America (UAW), International Union.

For the purpose of definition, the "Company," refers to ABM Industry Groups, LLC and the Union refers to the United Automobile, Aerospace and Agriculture Implementation Workers (UAW) International Union, UAW, unit members and Bargaining Committee.

#### **Article 2: Union Recognition**

The Company recognizes the International Union, United Automobile, Aerospace and Agriculture Implementation Workers of America as the sole and exclusive collective bargaining agent for employees included in Article 7: Classifications, in the bargaining unit(s) described below, but excluding confidential employees, salaried employees, clerical employees and supervisors as defined by the Act.

Romeo Engine Plant Denver HVC 701 E. 32 Mile Road 4401 Florence Street Romeo, MI 48065 Denver, CO 80238 Greensboro HVC Memphis HCC 1099 Corporate Park Dr. 4800 Tuggle Road Mebane, NC 27302 Memphis, TN 38118 Memphis LVLC/HVC Houston HVC 5345 Hickory Hill Road 7909 Northcourt, Suite 100 Memphis, TN 38141 Houston, TX 77040 Flat-Rock Assembly Plant (FRAP) Michigan Proving Grounds One International Drive 74240 Fisher Road Flat Rock, MI 48134 Romeo, Michigan 48065 Sacramento HCC/HVC Ontario, CA HVC 1260 Phoenix Drive 8449 Milliken Ave Manteca, CA 95336 Rancho Cucamonga, CA 91730 Fort Worth HVC Portland HVC 4750 Liberty Way 8929 N. Ramsey Blvd. Fort Worth, Texas 75056 Portland, OR 97203 Lakeland, FL HVC Indianapolis HVC 210 Deen Still Rd. 2675 Reeves Rd Davenport FL. 33896 Plainfield, In 46168 Atlanta HVC Kansas City HVC 175 Greenwood industrial Pkwy 8515 Hedge Ln Terrace, Shawnee McDonough, Ga 30253 Mission, KS 66227

Twin Cities, WI HVC

Washington DC HVC

5700 Badger Dr. Menomonie WI 54751 170 Shady Elm Road Winchester, VA 22602

New York HVC 280 Prospect Plains Rd Cranbury, NJ 08512

This agreement shall also apply to all other Ford locations in which ABM, or any wholly owned ABM subsidiary, is contracted to provide janitorial / cleaning when the Union demonstrates that it has the majority support from employees at those locations.

# Article 3: Employment Probationary Period

New employees will be considered as being on probation for the first ninety (90) calendar days from the date of last hire. Such employees are at will and subject to discharge during the probationary period. However, any claim by a probationary employee that his/her discharge or layoff after (30) days of employment is not for cause, or any claim of discrimination in connection with his/her discharge or layoff may be taken up through the grievance procedure. Employees will enjoy seniority status upon completion of the probationary period.

#### Article 4: Check Off

#### Section 1: Union Dues

All employees covered by this agreement will become a member of this Union upon completion of the ninety (90) calendar days (probationary period) of employment and will, as a condition of employment, to the extent permitted by law, maintain their Union Membership to the extent of paying membership dues, initiation fees uniformly levied against all Union Members as prescribed by the Constitution of the International Union, UAW.

During the life of this agreement, the Company agrees to deduct Union Membership dues levied by the International Union, UAW or Local Union in accordance with the Constitution and Bylaws of the Union, from the pay of each employee who executes or has voluntarily executed an "Authorization for Check Off of Dues" form furnished by the Union.

Employees who work more than forty (40) hours in a calendar month will be required to meet requirements of a full-time employee for the purpose of initiation fees and dues.

# Section 2: VCAP

In addition, the Company agrees to deduct from each employee's payroll, where preapproval is given in writing, the amount designated by the employee for political action (V-CAP) and transfer the total said amount to the designated Local Union representing the location on a monthly basis and will be paid within ten (10) working days of the date of the payroll.

ABM will provide payroll deduction for its employees who desire to participate in the (V-CAP) deductions from their paycheck, providing the employee executes the appropriate authorization on forms furnished by the Union. The Company will forward the amount deducted and a corresponding data file to the National Ford Department.

The Union agrees to indemnify the Company with respect to any claims arising out of the Check Off or V-Cap contributions.

# **Article 5: Management Rights**

#### Section 1: General

The right of the Company to manage is recognized. The Company, in the exercise of the customary functions of Management, may establish and enforce reasonable rules not inconsistent with the terms of this agreement. In addition, the right to manage the Company business, hire, promote, demote, discharge, lay off, or discipline for just cause, to establish standards of quality and operating standards, change methods or equipment, to maintain efficiency of employees, and establish work rules and schedules is recognized by both the Union and the Company as the proper responsibility of Management, whether the same has been exercised heretofore or not.

If a seniority employee believes that an exercise of Management Rights violates one of more provisions of this agreement, the matter will be subject to the grievance procedure.

#### Section 2: Management Responsibilities

In managing the operations, Management will meet with the Union to discuss major organizational changes, plans to in-source or out-source work, technological changes that will impact the bargaining unit, schedule changes, or other significant events. In addition, in the event the Company is directed by the customer to out-source work currently being performed by the bargaining unit, the Company will notify the Union in advance and will meet to discuss the situation and consider alternatives. If requested, the Company will

provide the Union with the necessary information regarding the proposed out-sourcing to help prepare a business case for determining if the work can be retained by the bargaining unit. If a business case is presented, it must be approved by the parties and the customer before it can be implemented.

Prior to initiating or changing Company work rules or schedules, Management will meet with the Union Bargaining Committee to review the work rules or schedules, explain the reason for the change, and explore alternatives if requested. Management will not change Company policies contrary to the terms of this Agreement except as by mutual agreement of the Union and Management.

#### Section 3: Union Responsibilities

The Union has the exclusive responsibility of representing its membership regarding all terms and conditions of employment and to ensure that they are treated consistent with the terms of this Agreement, and that its members receive fair and equitable wages and benefits. The Union agrees to promote the common objectives and to cooperate with the Company in administering, on a fair and equitable basis, standards of conduct, attendance programs and problem resolution.

# Section 4: Employee Responsibilities

All employees shall have the following responsibilities:

Meet reasonable industrial goals and schedules.
Work within reasonable Company guidelines.
Respect the individual rights of others.
Abide by reasonable standards of conduct and maintain acceptable attendance.
Promote continuous improvement by looking for opportunities to make the company more efficient.

The Company and the Union agree that all employees of the Company, both Management and Hourly, must treat each other with dignity and respect. In this regard, neither the Company nor the Union will condone any harassment or unfair treatment of one party by another.

# **Article 6: Seniority**

#### Section 1:

Seniority is defined as the length of continuous service with the Company and is accrued upon completion of the probationary period as defined in Article 3: Employment Probationary Period. In the event more than one employee has the same seniority date, the employee whose social security number has the lowest last four (4) digits will be considered to have the greatest seniority. Seniority is applied to the following:

Vacation eligibility.
Permanent Job Bids
Overtime
Layoffs

# Section 2: Layoffs

- In the event of a layoff projected not to exceed thirty (30) workdays, volunteers will be solicited and will be given priority. In the event there are not enough volunteers, members may be laid off by classification and shift by order of seniority, low seniority first. Employees will remain in their classification and shift by order of seniority.
- After a two (2) week period, Management will review with the Union the status of the layoff. If projected to go beyond thirty (30) days, then joint discussions will be held to review a transition plan to manage the ongoing lay-off.
- In the event of a layoff projected to exceed thirty (30) workdays, members will be laid off by order of seniority, low seniority first. For the purpose of indefinite layoffs only, health care coverage will continue until the end of the month in which the layoff began.

- For purposes of "Temporary Layoffs," defined as a period of layoff where the employee is due to return to work at a hard and fast recall date, the employee's health insurance will continue for at least a 45-day period. If that temporary layoff date is to exceed 45 days, the parties will reconvene to discuss viable alternatives past that 45 day period.
- In the event of any layoff, the process for securing volunteers will be determined by the Company and the Bargaining Committee.
- The Company will provide the required training to enable all employees to perform all aspects of the jobs safely and efficiently.

The elected Chairperson, Stewards and Alternates will have super seniority. That is, in the event of a reduction in force and at the point where they would be subject to layoff, the Chairperson, Stewards and Alternates will be retained on their assigned shift and/or elected represented area.

# **Section 3: Reduction Rights**

In the event of a reduction in force, the following procedure shall be utilized for employees in the classifications designated in the Collective Bargaining Agreement. The concept of high seniority bumps low seniority will be used; an employee shall exercise seniority against the employee with the least seniority in the following order:

- 1) Shift and Classification
- 2) Bargaining Unit

#### Section 4: Recalls

Recall of laid off employees from a lay off greater than thirty (30) days will be in reverse order of layoff. It is the employee's responsibility to keep a current address and telephone number on file with the Company. The employee will be notified of their recall by mail to their address on record. The Union will receive a copy of the notifications.

#### Section 5:

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☐ An employee is discharged for cause.

An employee voluntarily quits.
An employee is absent for three (3) regular scheduled consecutive working days without notification.
An employee fails to report to work within five (5) days of notification of recall from layoff by personal contact and/or certified mail unless otherwise agreed to by Management and the Unit Chairperson, Steward or Designee.
An employee is on lay off for one (1) year or their length of service,

# **Article 7: Classifications**

Employees will be classified in one of the following categories for the purpose of administering this agreement:

#### Classification I

General Cleaner

# Classification II

General Cleaner Leader

# Classification III

Paint Shop Cleaning Technician

The parties agree to negotiate rates and classifications for any work creating permanent Bargaining Unit positions not covered by this agreement.

Basic job duties within the classifications are described as follows:

# Classification I - General Cleaner

Performs custodial work in offices, industrial areas, and other incidental tasks (such as job specific training for new hires).

Classification II – General Cleaner Leader

Performs custodial work in offices, industrial areas and facilitates the overall functioning of their assigned shifts. Fill in when extra help is needed due to start up, absenteeism, employee training, or other issues

# Classification III - Paint Shop Cleaning Technician

Performs general industrial paint shop cleaning including, but not limited to, operating water blast equipment, CO2 cleaning and grate removal and replacement.

# New Hire Training

All newly hired employees will be trained within 90 days. Any complaints of training will be addressed locally and if not resolved elevated to the National Parties.

# **Article 8: Job Postings**

# Section 1: Job Openings

- 1) At the time a job opening occurs, management will use its best efforts to determine whether the opening is temporary or permanent based on the estimated length of time required to fulfill the job requirements.
- 2) Job openings will be filled based on the following procedures. The Union and Management will meet to discuss the duration of temporary openings for the following conditions.

#### Section 2: Temporary Assignments

Less than Sixty (60) days

Temporary assignments less than sixty (60) days will be made at Management's discretion.

# **Section 3: Temporary Assignments**

- 1) Employees will be given the required training necessary to perform the job if such training requires one (1) day or less.
- 2) Employees transferring to a temporary job with a higher rate of pay will receive the rate of pay for the temporary job beginning on the first day

- on the job and ending on the last day on the job, including the appropriate shift premium.
- 3) Employees transferring to a temporary job with a lower rate of pay will retain their current rate of pay, including the appropriate shift premium.
- 4) Upon completion of the temporary job assignment, the employee(s) will be returned to their previous classification and shift.
- 5) Secondary openings created by filling a job posting will be back-filled by temporary assignment at Management's discretion.
- 6) Daily opening created by absence will be backfilled by canvassing, by seniority, if it involves an earning opportunity or at Management's discretion if it does not. All candidates must be trained and qualified to be eligible to backfill the job.

#### Section 4: Permanent Jobs

Permanent job openings for jobs projected to last over ninety (90) days will be filled through a posting and bid process.

- 1) Primary openings will be posted for seven (7) days.
- 2) Postings for job openings will be posted and will include the following information:
  - Classification
  - Rate of pay
  - Shift
  - Schedule
  - Number of openings
  - Description of job duties
- 3) The job will be awarded to the employee with the greatest seniority provided he/she can perform the job.
- 4) Employees will be provided the required training necessary to perform the job.
- 5) The employee and management will have an evaluation period of ten (10) working days to review the candidate's job performance and interest in performing the job.
- 6) In the event management determines the employee cannot perform the job, the employee will be sent back to his/her previous job assignment and shift and will not be restricted from bidding on other job postings.
- 7) In the event the employee decides he/she does not want to perform the job, the employee will be returned to their previous job assignment

- and shift and will be restricted from bidding on other job postings for one (1) year from the date of the original job award.
- 8) During the time required to fill the job openings, the job may be filled through a temporary assignment.
- 9) Secondary openings created by filling primary openings will be filled by temporary assignment until the secondary opening can be filled through the posting process.
- 10) The term "department" is not applicable to the ABM Facility Management Agreement.

# Article 9: Strikes, Stoppages and Lockouts

The parties to this agreement recognize the importance of providing Ford Motor Company and ACH with uninterrupted, quality service. During the term of this agreement as per Article 25, no employee(s) nor the Union will call, instigate or participate in any strike, sympathy strike, sit down, stay in, walkout, slowdown, stoppage, picketing or willful interference with work or receipt of shipment of materials and supplies against the Company or Ford Motor Company and ACH. In addition, the Company will not lockout the employees.

Both parties agree that in the event of such action(s) noted above, the offended party may pursue all lawful recourse to address and halt such action(s).

Employees actually engaged in any strike, sympathy strike, sit down, stay in, walk out, slow down, stoppage or curtailment of work, picketing or willful interference of work or receipt of shipment of materials and supplies, may be suspended or discharged by the Company on an equal for equal misconduct basis and there can be no resort by the employee(s) or the Union as a result of such suspension or discharge to the grievance or arbitration procedure except with respect to the question of whether the employee(s) engaged in the prohibited conduct or where the Company does not apply discipline on an equal for equal misconduct basis.

However, it shall not be a violation of this agreement and it shall not be cause for disciplinary action if any employee honors an authorized picket line of UAW represented employees who are involved in a labor dispute at Ford Motor Company.

# Article 10: Grievance Procedure

There is a four (4) step process which is the avenue to resolve disputes arising from the interpretation or application of the provisions in this agreement. The last of these steps involves final and binding arbitration.

Employees and supervision must make every effort to resolve their disputes, failing to reach resolution; Union representation will be provided upon request to assist in the resolution of the dispute prior to being reduced to writing. In addition, ABM will provide "suggestion boxes" at each site covered by this Agreement where employees can voice concerns to ABM management.

- Step (1) If the dispute is not resolved, the employee has seven (7) regularly scheduled days from the date at which the employee is otherwise aware of the violation to file the grievance, or the matter will be considered closed. The matter reduced to writing must state the specific charge cited and be signed by the Union Representative and the grievant on a form provided by Management and presented to the immediate supervisor. Management will provide a written response within seven (7) regularly scheduled workdays of receipt of the grievance.
- Step (2) If the grievance is not resolved in Step One (1), it will be placed on the agenda of the next regularly scheduled meeting between the appropriate Union Representative and Management for resolution. If resolution is not forthcoming within seven (7) working days from that meeting, the grievance will be advanced to Step Three (3) of the grievance procedure.
- Step (3) A meeting among Company Representatives, the International Union Servicing Representative, Chairperson/Steward and Local Union President to discuss the grievance will be held within thirty (30) days from the disposition of the grievance at Step Two (2). If the grievance is not resolved, the Company will give the Union a written disposition within seven (7) working days of the Step Three (3) meeting.

The Regional International Representative will determine if the grievance should be advanced to the National Ford Department for arbitration.

- (a) <u>Time to Appeal to National Ford Department</u>: Notice of appeal will be given within one (1) month from the date of receipt of Company's Step (3) disposition to the Union.
- (b) Notice of Appeal To Whom Given: Such notice will be given the Company's National Human Resource Department from the

Union's Regional International Representative and to the National Ford Department.

(c) <u>Withdrawal or Settlement after an Appeal</u>: The National Ford Department is authorized to withdraw or settle with the Company any grievance appealed by the Union to Arbitration at any time before it is heard by an Arbitrator.

All grievances filed for a discharge or termination of an employee will be filed in Step Three (3) of the grievance procedure.

Step (4) The arbitrator will be confined to the interpretation of the explicit provision(s) in this agreement and have no authority to add to, detract from, alter, amend, or modify any provision of the agreement. The arbitrator will not have the right to impose limitations or obligations on either party not specified in this agreement. The arbitrator's ruling will be final and binding on all parties.

The parties may mutually agree in writing to extend time limitations at any step of the procedure.

Arbitrators will be selected from a list(s) provided by the American Arbitration Association (AAA) and the expenses will be shared equally by the Company and the Union. The arbitrator's decision will be submitted in writing. During the life of this agreement, the parties will attempt to agree on a permanent arbitrator from the AAA list.

#### Reinstatement of Grievances

The parties acknowledge the importance of a stable, effective, and dependable problem resolution process that ensures prompt, fair, and final resolution of employee problems. An attempt to reinstate a grievance properly disposed of violates the principles of collective bargaining and this grievance procedure.

However, in instances where the International Union, UAW, by either its Executive Board, Public Review Board, or Constitution Convention Appeals Committee have found the disposition improperly affected by the Union or a Union Representative, the International Union may inform the Company in writing to reinstate the grievance. The Company will not be liable for any claim or damage related to the time period between the last disposition and reinstatement of the grievance.

#### **Article 11: Union Activity**

The Company will not deny any representative of the Union who is fulfilling the duty of administering this agreement an opportunity to confer with a manager, another Union representative and / or employees. Upon an employee's request, the Unit Chairperson/Steward will be present at investigative meetings between Management and employee(s).

The Unit Chairperson/Steward will be allowed reasonable time to conduct Union activities and will be paid the appropriate rate of pay for any hours worked above the scheduled shift with prior approval of Management.

All Union activities administering this agreement must minimize interference with operations.

#### Section 1: Representation Structure

- (a) In a unit with up to 75 employees with a single shift operating pattern, there will be one part-time Chairperson/Steward.
- (b) In a unit with 76 to 199 employees with a single shift operating pattern, there will be one (1) Chairperson and one (1) Steward. The Chairperson will have the right to devote his/her full time to his/her duties required in the administration of this agreement. The Steward will be on a part-time basis and will be allowed up to eight (8) hours per week for Union business if needed, provided such business does not disrupt operations. It is understood that the Chairperson is the primary representative responsible for the administration of the agreement and the part-time Steward will be utilized only if the Union business workload mandates.

In a unit with less than 76 employees with a multiple shift operation, there will be a part-time Steward on each shift. The part-time Steward will be allowed up to eight (8) hours per week for Union business, provided such business does not disrupt operations.

(c) In a unit with a multiple shift operation, there will be a full-time steward when the shift population reaches 76 employees. An additional full time Steward will be added when the shift population reaches 200. An additional Steward will be added for every 200 employees thereafter.

A full time Chairperson/Steward will have the right to devote his/her full time to his/her duties required in the administration of this agreement. The part-time Steward(s) will have the right to devote up to eight (8) hours per week for Union business, provided such business does not disrupt operations. If additional time is needed for Union business, the Steward may request to their supervisor for consideration of additional time.

All hours worked for Union business required in the administration of this agreement will be paid at the appropriate rate of pay. Hours worked above what is specifically stated in this agreement must have prior approval of Management.

# **Section 2: Alternates**

When the Unit Chairperson and/or Steward is absent from the plant, the Company will recognize an alternate Union Representative as designated by the Chairperson/Steward of the Unit Committee. The parties agree that when the Unit Chairperson/Steward is released to perform Union business during his/her regularly scheduled shift, the company has the right to redistribute the work assignment.

#### Article 12: Workweek and Relief

#### Section 1:

The workweek will be defined as such:

- (a) Four (4) days within a seven (7) day period consisting of ten (10) hours per day inclusive of two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period
- (b) Five (5) days within a seven (7) day period consisting of eight (8) hours per day inclusive of two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period.
- (c) The Company will make every attempt to provide consecutive days off whenever practical.

Any shift schedule changes will be reviewed with the Union prior to implementation. In the event that shift schedule changes are required the Company will make every effort to provide fourteen (14) days' notice prior to the new shift schedule going into effect. In the event a new alternative work schedule is required, the Company will meet with the Local Union to negotiate the details of the new alternative work schedule.

#### Section 2:

When an opening occurs in a classification that has a multitude of schedules or start times, employees within such classification will be given preference by seniority to fill the open assignment, before the job is opened to the job bid process.

# **Article 13: Overtime Premiums**

Overtime worked will be paid in accordance with the following provisions:

All hours in excess of forty (40) hours worked in a normal workweek
(including hours of their normal schedule that were interrupted
through no fault of their own) will be paid at one and one-half (1 ½)
times the regular hourly rate of pay. Examples include (but are not
limited to): Acts of God, Plant Black Out, No Work Available,
Government Stay Home or Stay Off the Road Restrictions, etc.
All hours worked on the seventh day, will be paid at two (2) times the
regular hourly rate of pay.
All hours worked on a holiday as specified in Article 15 of this
agreement will be paid at two (2) times the regular hourly rate of pay
in addition to the holiday pay.
Overtime or premiums provided under any provision of this agreement
shall not be duplicated (i.e., in case certain hours worked are covered
under two premium provisions in this contract, pay shall be computed
under each premium and the greater amount only shall be paid).

It is the Company's intent, if an employee reports to work as scheduled and sufficient work does not exist, the employee will be paid for one-half (1/2) of his/her regular scheduled shift. If the employee volunteers to leave early, the employee will only be paid for actual hours worked.

This provision shall not apply when the lack of work is due to a labor dispute, fire or flood or other condition beyond the control of the Company.

#### Article 14: Overtime

#### **Section 1: Daily Overtime**

1. Employees will be awarded daily overtime by order of low to high overtime hours worked or refused within their classification and shift.

- 2. The Company will notify employees of daily overtime at least two (2) hours prior to the end of their shift or as soon as the need for the overtime is known.
- 3. In the event the overtime canvass fails to secure the required manpower, the employee (s) with the least seniority in the classification on the shift will be required to work.
- 4. If an employee accepts daily overtime and later elects to refuse the overtime, the employee must notify the supervisor. at least two (2) hours prior to the end of his/her regular scheduled shift.

If employees accept daily overtime and later elect to refuse the overtime and fail to notify the supervisor two (2) hours prior to the end of their regular scheduled shift, they will be charged two (2) times the overtime hours that the employee would have been paid if they had worked. (This is for tracking overtime hours worked or refused for equalization purposes only).

#### Section 2: Scheduled Overtime

The following process will be utilized for scheduled overtime:

- 1. On each Monday, Management will post overtime sign-up sheets for each classification regardless of shift.
- 2. When an employee is absent from his/her regular scheduled shift in a week that overtime exists and the employee has signed up for such overtime, that employee will be charged the overtime hours as if he/she had worked.
- 3. Employees will be awarded overtime by order of low to high overtime hours worked or refused within their classification and shift.
- 4. Management will notify employees of scheduled overtime at least twenty-four (24) hours prior to the beginning of the overtime period or as soon as the need for overtime is known.
- 5. Management will poll the employees that are at work to fill the overtime needs.

- 6. In the event the process fails to secure the required manpower, employees with the least seniority in the classification on the shift will be required to work.
- 7. Employees may not be forced or mandated to work more than two (2) weekends in a row. In the case of an emergency situation where the company cannot staff the proper number of employees to protect the customer, after all shifts / crews have been exhausted, the National Joint Parties can meet to discuss alternatives to number 5 and 6 of this section to address manpower needs.
- 8. Management will attempt to equalize overtime on all shifts within the classification subject to operational needs.
- 9. The Company agrees to provide training and qualifying opportunities for employees to be capable of performing all aspects of the services being provided for Ford Motor Company.

# **Section 3: Holiday Overtime**

- 1. Holiday overtime will be awarded to employees by order of low to high overtime hours within their classification, regardless of shift.
- 2. Management will notify employees of holiday overtime at least twenty-four (24) hours prior to the beginning of the overtime period or as soon as the need for overtime is known.
- 3. Employees cannot accept overtime on another shift if they are eligible for overtime on their regular assigned shift.
- 4. If in the event the process fails to secure the required manpower, employees with the least seniority in the classification on the shift will be required to work.

#### **Section 4: Mandatory Overtime**

- 1. The maximum number of hours an employee could be mandated to work is an additional one-half (1/2) of their regular scheduled shift.
- 2. Volunteers can work more than the one-half (1/2) shift limitation, however employees who work a double shift will be given the same relief breaks as that shift's normal allotment.

- 3. Employees will be granted a paid fifteen (15) minute break when the overtime scheduled is not expected to exceed half of their regularly scheduled shift. This fifteen (15) minute break will be provided within the first hour of the overtime period.
- 4. Employees will be granted a paid thirty (30) minute break when the overtime period is expected to exceed one-half (1/2) of their regularly schedule shift. This thirty (30) minute break must be provided within the first two (2) hours of the overtime period.
- 5. Employees scheduled to work overtime may be granted their applicable fifteen (15) or thirty (30) minute break during the last hour of their regularly scheduled shift.
- 6. If repeated mandated overtime occurs, at the Union's request, the parties will discuss and jointly agree to alternatives to minimize the mandatory overtime.
- 7. Employees who have volunteered or been mandated for at least a half shift will not be subject to an additional half shift mandate if there is another employee on the shift to perform the overtime. Such employee will be selected in line with their seniority.

#### Section 5: Charging Overtime Hours

- 1. When an employee is contacted for overtime opportunities and declines, the hours will be charged to the record on the basis of hours the employee would have been paid had the employee worked, provided that the overtime is not cancelled. If cancelled, no hours will be charged.
- 2. Employees who accept overtime and fail to report to work for the overtime or employees who start to work and fail to complete the shift will be charged two (2) times the hours the employee would have been paid had the employee worked. In addition, the absence will be subject to the Attendance Policy procedures.
- 3. New employees will be placed on the overtime equalization list with hours equal to the average hours in the group.

- 4. If there is a need to contact an employee for an overtime opportunity, the Company must make direct contact with the employee. If the Company fails to make direct contact with the employee, the employee has no rights to the overtime offered and is not charged as an overtime refusal.
- 5. Should more than one employee have the same number of overtime hours on the equalization list, the employee with the highest seniority will be offered the overtime opportunity first.
- 6. Overtime records will be maintained by Management by classification and shift. The overtime hours list will be posted by the first half of the shift on Tuesday of each week in each area.
- 7. Liability is limited to employees in the classification on the shift based on the equalization list.
- 8. Hours on all overtime equalization lists will be reduced to zero on the Monday prior to the first day of the New Year and overtime eligibility will be determined by seniority within the classification by shift for the first week of the New Year.

# **Article 15: Holidays**

All holidays will be observed on the same day as Ford Motor Company.

Employees with seniority will be granted the following paid holidays:

Federal Election Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

New Year's Day
Martin Luther King Day
Good Friday
Monday after Easter
Memorial Day
Juneteenth
Independence Day
Labor Day

In addition to the holidays listed above, the Parties agree that employees will also receive holidays Ford provides under its annual "Christmas Holiday Period." For purposes of this Collective Bargaining Agreement, that includes the following dates:

December 26, December 29, December 30, 2025 and January 2, 2026

December 28, December 29, December 30, 2026; and

December 27, December 28, December 29, December 30, 2027

Holidays that fall on a Saturday will be observed on the preceding Friday. Holidays that fall on Sunday will be observed on the subsequent Monday.

Holiday pay will be paid at the employee's regular straight time rate of pay as per Article 12: Workweek and Relief, including all differential received by the employee and will be all-inclusive towards forty (40) hours for the workweek. In the event the holiday falls outside the employee's regularly scheduled workweek, the employee will be paid eight (8) hours for the holiday. However, the eight (8) hours will not be credited towards satisfaction of the forty (40) hour working week.

#### Examples:

The employee regular workweek is Monday through Thursday and the scheduled-days-off are Friday, Saturday, and Sunday.

• the employee will receive eight (8) hours pay if a paid-holiday falls on

Friday

• the employee will receive ten (10) hours pay if a paid-holiday falls on Monday, Tuesday, Wednesday, or Thursday.

The employee regular workweek is Tuesday through Friday and the scheduled days-off are Monday, Saturday, and Sunday.

- the employee will receive eight (8) hours pay if a paid-holiday falls on Monday
- the employee will receive ten (10) hours pay if a paid-holiday falls on Tuesday, Wednesday, Thursday or Friday

The employee regular workweek is Wednesday through Saturday and scheduled-days-off are Monday, Tuesday and Sunday.

- the employee will receive eight (8) hours pay if a paid-holiday falls on Monday or Tuesday
- the employee will receive ten (10) hours pay if a paid-holiday falls on Wednesday, Thursday or Friday

Employees with eighteen (18) months of seniority will be eligible for three (3) paid personal days per year. The three (3) paid personal days must be scheduled in accordance with the vacation procedures in Article 16: Vacations.

Employees who work on a designated holiday, and are otherwise eligible for holiday pay, may request that the entitled paid holiday hours be banked and those hours can be taken off at a later date in lieu of receiving the holiday pay. The day schedule off, at a later date, is a paid day off.

To provide sufficient time for administration, the employee must submit their request in accordance with the vacation procedures in Article 16: Vacations.

To be eligible for holiday pay, an employee must work his/her regularly scheduled shift immediately prior to and their regularly scheduled shift following the holiday unless the absence is due to an approved contractual absence as provided in this agreement or the employee is placed on lay off status within seven (7) days of the holiday. There will be a fifteen (15) minute grace period at the start of the shift on the requirement to work all scheduled hours preceding and following the holiday.

Appeals may be made to the site Manager in the event of extreme emergencies or highly unusual circumstances and will be final.

An employee is not eligible for holiday pay if the holiday falls during a personal, FMLA, military leave, or work-related injury leave.

A holiday that falls in the period in which an employee has scheduled his/her vacation will not be counted against their vacation entitlement.

# **Article 16: Vacations**

Vacation entitlement is based on seniority as follows:

# Years of Service Vacation Entitlement

Ninety (90) days but less than one (1) year	Twenty (20) hours
One (1) but less than three (3) years	Forty (40) hours
Three (3) but less than Five (5) years	Eighty (80) hours
Five (5) but less than Ten (10) years	One hundred (100) hours
Ten (10) but less than Fifteen (15) years	One-hundred twenty (120) hours
Fifteen (15) but less than Twenty (20) years	One-hundred sixty (160) hours
Twenty (20) or more years	Two-hundred (200) hours

In addition to the probationary period requirements set forth above, an employee must have earned the vacation by being actively at work, excluding absences protected by FMLA, short term disability not to exceed ninety (90) days and workers' compensation leave.

In the event an employee works less than twelve (12) months during the January 1 through December 31 calendar year, the employee will receive pro rata vacation based upon actual months worked. Specifically, an employee must work a minimum of forty (40) hours, including vacation and holidays, in a month for the month to count toward vacation earned. The employee will accrue one-twelfth (1/12) of their annual vacation allotment for each qualified work month.

Vacation notices will be approved and posted according to the following:

1. December 1<sup>st</sup> through December 31<sup>st</sup> of each year for the vacation period for the next calendar year; a schedule will be routed in order of seniority

by classification and shift so that employees may request vacation time off.

- 2. Employees must indicate their first, second and third choices for vacation time off in writing.
- 3. Plant seniority among employees will determine approval. In some cases, Management may not grant desired vacation weeks due to operational needs.
- 4. Approvals will be decided and posted no later than January 15<sup>th</sup> of the vacation year.
- 5. Any employee not applying for vacation in accordance with the preceding cutoff date will only be approved on a first come, first serve basis for vacation openings not already filled by employees that followed the process. If two or more employees request vacation at the same time, seniority will prevail. Management will approve or disapprove vacation requests within twenty-four (24) hours of receipt.
- 6. Both parties encourage employees to enjoy time off for vacation.

A maximum of forty (40) vacation hours per year may be rolled over from one calendar year to the next. However, if a scheduled vacation is not granted for operational reasons, the employee may schedule a vacation for a later time during the year or carry the unused vacation hours into the following year. If necessary, the forty (40) hour maximum will be waived.

Employees will be paid for any unused vacation pay over the forty (40) hours rolled over for the calendar year.

- 7. Once approved the vacation time can only be cancelled by the employee.
- 8. A maximum of ten percent (10%) of the employees by shift and classification will be allowed to schedule vacation for the same weeks or days.

Additional employees may be granted vacation with the approval of Management and consistent with operational needs. Management will inform the Unit Chairperson/Steward as these conditions occur. Vacations during shutdowns and model

change periods may be scheduled by the Company for a maximum period of one (1) week provided the employee is qualified for more than one (1) week of vacation.

In addition, vacation time may be granted in half shift or daily increments upon approval by Management.

In the event of termination of employment after ninety (90) days of employment, the employee will be paid for any earned unused vacation hours, unless terminated for cause. theft, substance abuse, assault, or battery.

In the event of death, the employee's estate will receive the pay for the unused vacation hours.

In the event of an emergency, seniority employees will be eligible to use up to twenty-four (24) hours per calendar quarter not to exceed forty (40) hours of their total vacation days allotted as emergency vacation (E-VAC) days off, as follows:

- E-VAC days will be granted in 4-hour (half day) or 8-hour (full day) increments.
- Employees using E-VAC days will not be subject to the Attendance Policy.
- The E-VAC program will not be available for use the scheduled workday before a holiday or the scheduled workday after a holiday.
- New employees who have completed their probationary period will receive two unpaid E-VAC days that they can utilize immediately after beginning their employment.

#### **Article 17: Leaves**

#### Personal Leaves

Employees with seniority may make a written request (except in emergencies) for a personal leave of absence without pay. The request must state the nature and duration of the leave. Management may grant such request up to thirty (30) days and has the right to grant an extension upon request from the employee up to two (2) additional thirty (30) day periods.

Management may grant employees with less than one (1) year seniority such a leave in emergency circumstances.

Health Care coverage will continue until the end of the month in which the leave began.

#### Family Medical Leave

Certain employee(s) are eligible for unpaid leave for certain qualifying circumstances in compliance with the Family Medical Leave Act (FMLA) of 1993.

In some instances, FMLA leave will be concurrent with other leaves provided in this agreement. Nothing in this agreement will impair or diminish any rights or obligations of employees as contained in the FMLA and the Company reserves the right to implement and administer the FMLA policy.

ABM agrees that it will not reduce an employee's available vacation or personal time without that employee's approval during a leave of absence the employee takes under the FMLA.

Any medical benefits which the employee has elected will continue for 180 days following the expiration of an employee's FMLA leave of absence.

#### Military Leave

Employee(s) who are called to and perform short term active duty as a member of the United States Armed Forces Reserve or National Guard will be granted a military leave of absence on the basis of the personal leave provision and applicable law.

Health Care coverage will continue until the end of the month in which the leave began.

#### Union Leave

Leave of absence for UAW Union activities will be granted to Bargaining Unit members for the duration of the assignment. The Union will provide written verification of such activities and will attempt to provide at least one (1) week advance notice. Duration of the assignment is not to exceed the greater of five (5) years or seniority of the employee on leave.

#### Education Leave

Employee(s) who are enrolled in college, trade schools or GED Equivalency courses that conflict with an employee's work schedule may be given required time off as unpaid to support their continuation of higher education goals. All education leaves will be unpaid and supporting documentation will be required prior to such leave being approved. Approvals will be made by Management based on operational needs.

Health Care coverage will continue until the end of the month in which the leave began.

# Other Provisions

Employee(s) returning from a leave of ninety (90) days or less will return to their classification and shift. Upon return from a leave greater than ninety (90) days, an employee will have return rights as follows, provided the employee has seniority and ability to perform the job.

- 1. Classification and shift
- 2. Classification
- 3. Bargaining Unit

# **Article 18: Jury Duty**

Employees will promptly notify Management upon receipt of a jury summons. Absences due to being summoned for either jury selection or jury duty will be approved for up to ten (10) working days. The Company will compensate employees for that absence as if they had worked on a straight time basis, all pay received for jury duty, excluding travel pay, must be delivered to the employee's supervisor. The supervisor will make a photocopy of the employee's jury check, sign and date the photocopy, and return it to the employee. The employee should retain the photocopy for their verification.

#### Article 19: Bereavement

When a death occurs in a seniority employee's immediate family as described below, the employee, on request, will be excused with pay to attend the funeral. The employee will be excused for any of their first three (3) or five (5) regularly scheduled workdays (excluding premium days), based on the schedule below, immediately following the date of death. The employee is obligated to present verification (an obituary or note from the funeral home) to Management. For the purposes of this provision immediate family is defined as:

Bereavement Days
Five (5)
Five (5)
Five (5)
Three (3)
Three (3)

Stepparent	Three (3)
Stepchild	Three (3)
Brother	Three (3)
Sister	Three (3)
Brother-in-Law	Three (3)
Sister in Law	Three (3)
Current Spouse's Parent	Three (3)

Employees may be given an approved leave of absence without pay in the event of the death (s) of other relatives which are defined as legal guardian, current spouse's grandparent, stepbrother, step sister, half-brother or half-sister. The above verification applies.

#### Article 20: Insurance

The Company agrees to provide medical, dental, vision, disability insurance, life insurance benefits and an Employee Assistance Program as defined in Attachment A-Insurance, subject to eligibility requirements. An employee will become eligible for the above benefits on the first day of the month following the employee's date of hire.

## **Policy Controlling**

The terms and conditions of the respective policies and are controlling, and no disputes regarding this Article are subject to Arbitration. The Company will make every effort to work with the employees to resolve concerns, problems or issues with the respective insurance carrier.

#### Change Carriers

All plan designs, coverage levels and carriers will remain the same for the duration of this agreement. If during the term of this agreement, the Company receives notification of a Health Insurance Premium increase that exceeds twelve percent (12%), the parties agree to do a joint study on different carriers to identify potential cost reductions.

#### Government Mandated Health Care

Should, during the course of this Agreement, there be enacted legislation affording or requiring medical insurance on a Federal or State level, and should the Company or its employees be affected, directly or indirectly, then, at the request of either party, the parties will negotiate regarding said subject.

# **Article 21: General Provisions**

#### Non-Discrimination

The Company and the Union recognize the legal principles in the area of civil rights. We have reaffirmed in this Collective Bargaining Agreement our commitment to not discriminate because of race, religion, age, sex, or any other basis made illegal or prohibited by applicable law. Any employee who alleges any form of unlawful discrimination agrees that their recourse shall be limited to Article 10: Grievance Procedure of this agreement, to the extent permitted by law.

In addition, ABM is bound contractually by the terms of Executive Order 246, Section 503 of the Rehabilitation Act, and the Vietnam Veterans' Readjustment Assistance Act. Together, these laws require ABM to not discriminate and take affirmative action to treat applicants and employees without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, and status as a protected veteran. Executive Order 246 also prohibits discharging or in any manner discriminating against an applicant or employee for discussing, disclosing or inquiring about compensation or compensation information, with limited exceptions.

#### Bargaining Unit Work

Work normally performed by employees of the Bargaining Unit will not be performed by non-bargaining unit employees except in the cases where a non-bargaining unit employee is instructing, training, or in the event of emergencies.

#### Management Positions

Seniority employees who take a management position will maintain all seniority rights under this agreement for ninety (90) days after date of hire into the Management position.

After ninety (90) days in the Management position, that person would not be eligible to return to the bargaining unit except as provided for in Article 3: Employment Probationary Period.

# New Hire Orientation Program

All new permanent employees will participate in a joint Company/Union orientation program. During the orientation program, the Union may use up to two (2) hours to present Union awareness training.

# On- the-Job Injuries

Employees injured on the job will be paid for the time spent receiving medical treatment on the day of the injury. In addition, the Company will pay regular wages for subsequent treatments specified by the doctor for that injury if scheduled during the employee's normal working hours. Employees who use their own transportation will be reimbursed at the appropriate mileage rate.

# One Supervisor Concept

The Company recognizes that it is desirable for employees to take instructions from one supervisor. The Company will instruct its supervisors to relay orders through the immediate supervisor, whenever practical. The parties recognize there may be extenuating circumstances where a situation would require that instructions be given by a supervisor or member of management other that the immediate supervisor. In such circumstances, no employee will be disciplined for following the last job instructions given.

#### Joint Activities

The parties recognize the untapped potential benefits to the customer, employees, and Company if a cooperative relationship is established. The parties agree to research the possibilities in creating study teams where needed to address issues such as staffing studies, safety, training, scheduling changes, establishing the team concept and other important matters. These study teams may include pilots or trial projects to determine the reasonableness of the resolution.

#### Sourcing

The Company acknowledges the desirability of staffing operations with Bargaining Unit employees and affirms its intent to do so. In the event the Company has the opportunity to perform work requested by our customer that the Company would otherwise not be able to accomplish while maintaining consistency of service throughout the project, the Company will meet with the Bargaining Unit to discuss options that would allow the Bargaining Unit to contain such work prior to any final business decision being made.

In the event the Company has an opportunity for new work of a continuous nature, the Company and Union will jointly establish a temporary rate of pay for no longer than a thirty (30) day period. The Company and Union agree to negotiate a new classification and pay rate within thirty (30) days from when the new work began.

# **Article 22: Separability**

Should any article, part or paragraph of this agreement be declared unlawful, invalid, ineffective, or unenforceable by Federal or State Court authority having such jurisdiction, the parties agree that those provisions not sited will remain in full force and effect. In addition, the parties agree to re-negotiate those provisions sited as defined above.

#### Article 23: Term on Agreement

This agreement will remain in effect from January 2, 2025 through May 1, 2028 unless either party exercises the provisions under Article 24: Procedure to Modify the Agreement or the contract between ABM Industry Groups, LLC and Ford Motor Company is terminated.

# Article 24: Procedure to Modify the Agreement

In order to modify or terminate this agreement, the party seeking such changes must give written notice to the other party of its intention to seek modification or termination of this agreement at least sixty (60) days prior to the date this agreement would otherwise expire. Failure to provide such notice will convert this agreement into a year-to-year contract with a sixty (60) day notice being required before this agreement can be modified or terminated.

A conference to establish the collective bargaining process will be held within ten (10) days from the receipt of the written notice. In the event collective bargaining fails to produce a new contract before the expiration date of this agreement in effect, the parties may mutually agree, in writing, to extend this agreement for the purpose of maintaining labor relations harmony while proceeding with the collective bargaining process to forge a new agreement.

#### **Article 25: Successor Clause**

In the event of any change in the ownership, management or operation of any of the Company operations covered by this agreement, by sale, assignment, transfer, lease, merger, consolidation or other change, and provided in the instrument affecting the same, that the purchaser, assignee, transferee, lessee, or other appropriately designated party, as the case may be, shall be fully bound by all of the terms and conditions of this agreement, and that all rights and benefits of employees deriving from this agreement or any previous agreement shall remain in full force and effect as against such successor, transferee or other appropriately designated party.

#### Article 26: Safety and Health

The Company will make reasonable provisions for health and safety of its employees. The Company and the Union agree to jointly cooperate to the fullest extent in the promotion of the safety and maintenance of safe working conditions and practices. It is the responsibility of Management and all employees to observe safety and health rules.

The Union and the Company will establish a Joint Safety and Health Committee consisting of up to four (4) representatives from both the Union and the Company equally which will be responsible to review existing safety and health policies and for developing a set of goals that promote the safety and health objectives of the Union and Company as noted above. This committee will meet monthly or as needed as agreed to by the parties.

ABM will provide all necessary PPE (including vests, safety glasses and other similar items) at its cost to protect the health and safety of every employee.

#### Article 27: Leaders

#### Leader Duties

Leaders shall facilitate the overall functioning of their assigned shifts. The leader is required to fill in when extra help is needed due to a startup, absenteeism, employee training or other issues. Leaders are not to dispense or recommend disciplinary action involving hourly employees.

#### Leader Selection

- (a) Openings for leader positions shall be posted on the bulletin board. The postings will include specific qualifications for the position. Interested employees may apply for the position.
- (b) Qualifications for the position will include, but not limited to job performance, attendance, and disciplinary record and prior leadership experience.
- (c) From the applications submitted, the Company will select a qualified candidate. The Company shall review all applications with the Union prior to selection and the Union's input shall be considered. Seniority

shall be the determining factor when there are equally qualified applicants.

- (d) This selection system shall not apply to leaders in their position as of the date of this agreement.
- (e) The Company may remove a leader for inability to perform the job or unsatisfactory job performance. Such demotions will be preceded by warnings and supported by documentation detailing the unacceptable performance.

The opening created by the removal of a leader shall be filled in accordance with the provisions of the subsections.

# Article 28: Discipline and Discharge

#### Section 1:

Employees directed by the company to attend a formal disciplinary meeting may request to be accompanied by a Union committee person. An employee being discharged or disciplined shall be given the opportunity to meet with his shift committee person or the plant chairperson in a private area upon request, designated by the Company for a reasonable period of time prior to commencement of the discharge or discipline. The Company and the Union recognize that situations may occur which justify the immediate suspension of an employee pending further investigation and that this section shall not apply to those situations.

#### Section 2:

When the employee or Committeeperson is not available for meeting under Section 1, the Company will advise the plant Chairperson or Committeeperson of the suspension or discharge as soon as possible.

#### Section 3:

When imposing discipline for an attendance violation, management will not take into account any infraction(s) that occurred prior to the twelve (12) month period of active employment, immediately preceding the current charge.

When imposing discipline for general and safety violations, management will not take into account any infraction(s) that occurred prior to the eighteen (18) month period of active employment, immediately preceding the current charge.

# Section 4:

The Company agrees that it will render any disciplinary actions in a timely fashion. The Company agrees that for minor disciplinary infractions it will endeavor to render the discipline with five (5) working days of its knowledge of the infraction.

# Attachment A - Benefits

The Company will make available the following insurance benefits to employees covered by this Agreement upon completion of their probationary period as defined in Article 3. It shall be the responsibility of the employees to properly and promptly complete all necessary enrollment cards.

Employee Pays:	In-Network	Out-of-Network
Deductible	Single - \$500	Single - \$1500
	Family-\$1000	Family -\$3000
Coinsurance	10%- after deductible most services	50%- after deductible
		most services
Annual Coinsurance	Single· \$1000	Single -\$4000
Maximum	Family-\$2000	Family - \$8000
Annual out of Pocket	Single - \$1500	Single - \$5500
Maximum	Family -\$3000	Family - \$11000
lifetime Dollar Maximum	None	None
Preventive Care Services (limitations may apply)	0% (no deductible or copay)	Not Covered
Office Visits (in person and online)	\$10 copay	50%- after deductible
Specialist Visits	\$10 copay	50%- after deductible
Urgent Care Visits	\$10 copay	50%- after deductible
Emergency Room Visits	\$100 copay (waived if admitted or for an accidental injury)	\$100 copay (waived if admitted or for an accidental injury)
Ambulance Services	10%- after deductible	10% - after deductible
Home Care Services	10%- after deductible	50%- after deductible
Diagnostic Services	10%- after deductible	50%- after deductible

Prenatal and	0%(no deductible or co-pay)	50%- after deductible
Postnatal Care		
Delivery and Nursery	10%- after deductible	50%- after deductible
Hospital Care	10%- after deductible	50%- after deductible

- 1. Prescription safety glasses will be provided up to \$250.00 annually
- 2. Short term disability insurance
- 3. Dental insurance for the employee and family
- 4. Long term disability
- 5. Employee Assistance Program
- 6. Vision Plan up to \$250.00 of coverage every two years
- 7. Orthodontics coverage will increase to a maximum of \$1,500

## Schedule of Life Insurance Benefits

	<u>Life Insurance</u>	AD&D
All seniority employees	\$50,000	\$50,000

### Optional Insurance

Optional life insurance will be available at the expense of the employee.

### 401 (k) Plan

The company agrees to offer to all permanent employees with seniority the opportunity to participate in a 401(k) Plan with a Company match of dollar for dollar match for first 3% and 50% match for the next 2% of an employee's contribution, in accordance with the plan provisions.

In addition, those employees who choose to participate in ABM's 401(k) plan will be entitled to an annual \$416.00 payment into the employee's 401(k) plan at the end of each calendar year.

### Attachment B - Wages

Classification increases are effective date of ratification of this Agreement

Classification I General Cleaner	18 Months	0-180 Days	181-360 Days	361-540 Days
January 1, 2025	\$21.71	\$20.21	\$20.71	\$21.21
August 16, 2025	\$23.38	\$21.88	\$22.38	\$22.88
January 1, 2026	\$25.00	\$23.50	\$24.00	\$24.50
January 1, 2027	\$26.25	\$24.75	\$25.25	\$25.75
January 1, 2028	\$27.56	\$26.06	\$26.56	\$27.06

### Classification II

Leader – Leader \$2.00 above the highest rate of employees in the classification and crew that he / she is leader over.

Employees carrying a license will receive \$.25 on top of their regular wage.

### New Hire Wage Rates

0-180 days \$1.50 less than classified rate

181 - 360 days \$1.00 less than classified rate

361 - 540 days \$.50 less than classified rate

After 18 months Full Rate

### Pandemic Pay

In the event a future pandemic or health related risk event impacts the health of employees covered by this agreement in the performance of their jobs, UAW's National Ford Department will meet and confer with the employer concerning any additional protections or monetary considerations for the performance of work during that pandemic or health related event.

### Shift Premium

An employee whose scheduled shift starts on or after 5 a.m., but before 10:30 a.m. shall be deemed to be working the day shift.

An employee whose scheduled shift starts on or after 10:30 a.m. but before 7:00 p.m. shall be deemed to be working the afternoon shift. Employees working the afternoon shift will receive forty- five (\$0.45) cents in addition to their hourly rate of pay.

An employee whose scheduled shift starts on or after 7 pm, but before 5 a.m. shall be deemed to be working the midnight shift. Employees working the midnight shift will receive sixty-five (\$0.65) cents in addition to their hourly rate of pay.

## Temporary Job Compensation

Employees may be temporarily assigned to work outside their classification as Emergencies arise. If the rate of pay for that assignment is higher than the rate of the employee's normal classification, the employee will be paid the higher rate for the time worked on the loaned assignment. If the rate is lower for the loaned assignment, the employee will maintain their normal rate of pay.

### Lump Sum Payments

Employees on the active payroll the effective date of this Agreement will receive a one-time \$2,500 lump sum "Signing Bonus" payment. In addition, employees on the active payroll as of ratification date, will receive a one-time \$6,177 "Catch-Up" bonus payment. Both the "Signing Bonus" and "Catch Up" bonuses will be subject to standard taxes, withholdings and deductions.

### Referral Bonuses

Employees will be entitled to a one-time referral bonus in the amount of \$500.00 for all employees they refer to ABM to work at any account covered by this Agreement. The employee will be eligible to receive this referral bonus after the employee they referred works for ABM for a period of 90 days. Once the referred employee hits this 90-day employment mark, ABM will pay this referral bonus to the employee within 14 days.

## Attachment C - Attendance Policy

### Introduction .

Employees are expected to be on the job, on time, every day that they are scheduled to work. Regular attendance is both the employee's responsibility and a requirement of all jobs. Wherever possible, employees should schedule all medical and personal appointments outside of work hours. Unscheduled absences, late arrivals, and early departures are grounds for disciplinary action. Employees who expect to be absent, late, or leave early must notify their immediate supervisor as soon as possible, but no later than one (1) hour prior to the start of the shift. The fact that an absence has been reported does not excuse the absence. This policy is a minimum standard for ABM employees. The Company will comply with all Federal and State laws and regulations.

### **Key Provisions**

Progressive point system -

- opportunity to stay out of the system
- opportunity to reduce points
- · excludes absences for contractual time-off

# Point Scale – Range from 1/4 through 7

- ¼ point for tardy of 30 minutes or less at the beginning of shift
- ½ point for tardiness of less than 4 hours with call 30 minutes or more prior to start.
- 1 point for an early quit within the first four (4) hours of the shift
- 1 point for tardiness of more than 4 hours with call 30 minutes or more prior to start but may be allowed to work at managements discretion.
  - 1 ½ point for an early quit.
  - 1 point for an absence with call 30-minute or more advance call-in
  - 2 points for an absence with no call, no show.

Perfect attendance at the end of each year will receive an eight (8) hour family day that must be used by December of that year (there will be no pay in lieu for unused family days).

### Stay out of the System

- Available contractual time to stay out of system includes leaves, vacations, personal days, and holidays, and E-Vac days

### Way to Reduce Points

All points for all employees will "zero out" upon the date that UAW ratifies this agreement.

### Scheduled or Mandatory Overtime

Acceptance of overtime creates an obligation to work the time scheduled just like a regular shift and in most cases is the result of special customer request. In addition, if an employee fails to work mandatory overtime or is tardy for mandatory overtime, he may be disciplined ranging from Informal Counseling to Discharge based on the severity and frequency of the incidents.

If employees are mandated to work on their scheduled day off and they have a scheduled appointment that conflict with that mandated day, it is the responsibility of the employee to notify their immediate supervisor of the appointment. It is the responsibility of the employee to provide documentation for that appointment on their next working day.

## **Tracking**

Points will be tracked on a rolling twelve (12) month cycle. The points will be recorded when the absence occurs. When a point has become 12 months old, the point will drop from the record.

### Disciplinary Action

The following corrective disciplinary actions apply upon accumulation of points:

1 Point	Written Warning
2 Points	2 <sup>nd</sup> Written Warning
3 Points	3 <sup>rd</sup> Written Warning
4 Points	1 Day Suspension
5 points	2 Day Suspension
6 Points	2 Week Suspension
7 Points	Termination

Upon ratification, employees' attendance points will be reset to zero.

Management is responsible for counseling employees within five (5) working days of the last attendance violation providing the employee is present; not to include holidays or weekend assignments.

The Company may waive the advance call-in requirement when management determines that there are extreme circumstances beyond the control of the employee, which result in the failure to make a call as required above.

### Other Considerations

Attendance points will be frozen while off for any extended period of time (i.e. FMLA, medical, personal leave and etc.)

If an attendance violation involves a series of consecutive days due to a legitimate illness (unscheduled sick leave) and the Company is adequately notified, the series will only count as one (1) point. However, the Company must receive satisfactory proof of the illness, or each day of the series will be counted as a separate point.

Extended Illness – After three (3) consecutive days of absence due to illness, the employee must present a doctor's statement of care and releasing the employee to return to work. To return to work, the statement must be signed by the doctor who treated the employee and must be on that doctor's stationery.

FMLA – Absences covered under the Family and Medical Leave Act or other applicable laws will be considered on a case-by-case basis within this policy.

## Perfect Attendance Bonus

A \$350 "Perfect Attendance" Bonus shall be paid out quarterly to employees on the active payroll during the following;

- January 1 March 31
- April 1 June 30
- July 1 September 30
- October 1 Dec 31

Criteria for perfect attendance is as follows.

- Employee has worked a minimum of 440 straight time hours in a quarter (including any non- production days the plant did not work)
- The employee has received no attendance points during the days within the quarter in which the bonus is to be paid out.

<sup>\*</sup> Payments for perfect attendance will be 2 weeks after quarter is completed.

## <u>Letter of Understanding - Inter-Corporation Transfers</u>

A bargaining unit employee temporarily transferring to another bargaining unit position at another location by the Company will retain the highest rate of pay between the two (2) positions.

An employee transferring to another ABM location will serve a thirty (30) day evaluation period. At the end of the evaluation period, the employee will either be retained at the new location or transferred back to their original location.

Transfers between locations are on a voluntary basis and will be provided based on seniority with the senior employee having first choice. The employee requesting a transfer must possess the skills and ability to perform the job. Any dispute over skills and ability will be resolved jointly by the parties.

The employee's seniority date for the purpose of lay off, recall, and job assignments will be the employee's date of entry into the new location.

### Letter of Understanding - Closed Plant

In the event a bargaining unit or plant has been identified to be closed or shuttered and employees are laid off as a result of the closure, Employees will be offered open job opportunities at other locations in line of their seniority. The employees will carry all contractual rights to the new location.

## Letter of Understanding - Workweek and Relief

In the event that Ford Motor Company significantly changes its production schedules which impact the work schedules of ABM Janitorial Services, the parties will meet to discuss scheduling alternatives.

## Letter of Understanding - Ford Motor Company Employment Opportunities

If in the event Ford Motor Company should want to hire an employee(s) from within ABM Janitorial Services, seniority employees who want to apply for the openings will be afforded the necessary leave in order to apply for the openings and take the required testing. All seniority and benefits will continue to accrue for up to thirty (30) days. Should any seniority employee return to ABM Janitorial Services, he/she will be placed in the first available position on his/her previous shift.

Due to the operational needs of the business, the Union, the Company and Ford

Motor Company will work together to mutually agree upon the number ABM Janitorial Services seniority employees who can be made available to apply for the openings at Ford Motor Company at any given time.

## <u>Letter of Understanding - Temporary Job Compensation</u>

Employees awarded temporary jobs will be compensated as follows:

- 1. If an employee transfers from a lower compensated classification to a higher compensated classification, the employee will receive the higher base rate beginning on the first day on the job and ending on the last day on the job.
- 2. If an employee transfers from a higher compensated classification to a lower compensated classification, the employee will retain their higher base rate throughout the duration of the temporary job.
- 3. An employee transferring to another job will receive the appropriate shift premium for the shift transferring to beginning on the first day on the job and ending on the last day on the job.

## <u>Letter of Understanding – Purchase of Supplies</u>

ABM Janitorial Services will use a competitive bid process and purchase all equipment and supplies from US made and Union represented businesses, when possible. In addition, if the company purchases supply and equipment from a non-union represented business, these purchases will be reviewed with the UAW National Department

### Letter of Understanding – Temporary Employees

The Company and Union recognized that there are times when there are special projects requested by the customer, or in the case of shutdown, cannot be performed on a timely basis by the existing employees. The parties agree that temporary employees can be hired to help complete the required work on a timely basis. It is also agreed that permanent employees will be offered overtime opportunities before any temporary employees will be utilized.

In the event the Company feels the need to hire temporary employees, a request to hire will be sent to the UAW National Ford Department for approval. The request will indicate the number of employees to be hired, the reason for the additional manpower need and the duration of the assignment. If the Union feels the company is not utilizing temporary employees as to the intent of this agreement, the UAW National Ford

Department may cancel the use of temporary employees pending two weeks advance written notice of termination to the company.

This is not intended for the company to hire temporary employees to avoid paying full time permanent employees overtime or to avoid the hiring of permanent employees.

Any temporary employee(s) who receives forty (40) hours pay per month will be subject to paying Union dues in accordance with the UAW Constitution.

## <u>Letter of Understanding - Part-Time Employees</u>

The parties recognize the need for part-time employees in some locations. A part-time employee is an employee scheduled to work less than thirty (30) hours per week on a regular continuous basis.

Part-time employees who work more than forty (40) hours in a calendar month shall be required to meet the requirements of a full-time employee for the purpose of initiation fees and dues paid to the UAW International Union.

Employees working on a part-time basis as described above will be entitled to one-half (1/2) of the following Company-paid benefits provided in this agreement:

Vacation Time Paid Personal Days

Part-time employees will receive holiday pay for all holidays recognized in this agreement, for an amount of hours which they would normally have been scheduled to work if the day was a regular work day.

Part-time employees will be provided the following Company-paid benefits without cost to the employee as described in the benefit package.

Prescription safety glasses paid up to \$125.00 every (2) years

401k plan with a Company match of 55% of the first 4% of an employee's contribution. in addition, the Company agrees to an annual profit sharing contribution of \$208.00.

The intent of the agreement is not to utilize part-time employees in a manner to avoid hiring of full-time employees. Any location utilizing two or more part-time employees to

cover a work day of eight (8) hours or more will be required to hire employees on a full-time basis.

## <u>Letter of Understanding - Vehicle Purchase Plan</u>

The Company has been designated as an approved supplier to participate in the Ford Motor Vehicle Purchase Plan for suppliers. The Company does not have the responsibility for administering this plan but will provide contact information as follows: the employee should either call or visit the website. The phone number is 1-877-975-2600 and the website address is: <a href="https://www.fordpartner.com">www.fordpartner.com</a>.

The employee must provide proof of employment (i.e., pay stub or name badge). Ford will then send the employee the required form and other information. The employee will need to contact Ford before shopping for a car.

## Letter of Understanding - Medical Insurance Buy Off

The parties agree in the event an employee has dual medical insurance coverage (i.e., covered under spouse's plan) the Company will allow the employee to opt out of the medical insurance plan provided for in this Agreement and will be paid three thousand dollars (\$3,000) per calendar year in four quarterly installments of \$750 apiece (March, June, September, December) Employees not eligible for a full year of medical coverage will be paid on a prorated basis (i.e. employee is eligible for insurance effective 9/1 on the current year will receive one-twelfth of \$3,000\_per month through 12/1 of the current year).

Employees will be required to provide proof of medical coverage under a different plan to be eligible to participate in the medical insurance buy off provisions of this agreement.

Employees will be allowed to re-enroll in the medical plan the beginning of each month if they choose.

### <u>Letter of Understanding - Unique Business Situation</u>

The parties recognize that the wages, benefits and schedules between the UAW and ABM are consistent and competitive with the cleaning service industry. The parties also understand that hiring conditions during unique times may require adjustments in things like Benefits, Compensation and scheduling. When these unique situations arise, the National parties will meet to discuss and evaluate the impact on the business and the employees and try to come up with equitable solutions so that no current employees are negatively impacted or disadvantaged.

## Letter of Understanding - Shift Preference Agreement

It is mutually agreed between the Company and the National Ford Department, that this Letter of Understanding shall govern the exercise of shift preference.

Every six months, employees with seniority shall have a two (2) week period to make written application for reassignment to another shift within their classification. The following procedure will apply:

- 1. During the two (2) week application period, ABM will provide reassignment forms to those employees who request them and will make them available onsite at each location in a manner that is permitted by ABM's customer and publicized to all eligible employees. If more than one (1) shift choice is listed, the shift choices must be in rank order (i.e. the most desirable shift first, etc.).
- 2. Upon completion of the application period, the Union shall receive three (3) copies of submitted SPR forms.
- 3. Shift reassignments shall be in accordance with employee's seniority within their classification.
  - a. The Company and Union will review shift preference moves prior to employees receiving notification of pending moves.
  - b. Employees are obligated to report to their approved shift preference.
  - c. Employees will receive shift preference information upon request.
  - 4. If an employee is not at work during the two (2) week application period, it will be the employee's responsibility to make their request known in writing. Such request must be made within a reasonable period following the employee's return to work.
  - 5. Employee training needs may temporarily delay shift reassignments.

# <u>Letter of Understanding - Pay</u>

Pay Cycle: Employees will be paid on a weekly basis.

Pay Shortage: For an unintentional missed paycheck for an ABM employee, the manager will request a corrected check within 24 hours and payroll will begin processing the check request within 24 hours.

For an unintentional short pay the manager will request a reimbursement check within 3 business days from payroll and payroll will begin to process the request within 2 days of receiving notice from the manager.

# Signature Page

The parties through their authorized representatives sign this Agreement as of January 2, 2025.

ABM INDUSTRY GROUPS, LLC

BY:

Luke Lindberg

Associate General Counsel

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW

BY:

Michael J. Kerr

Eric Reiss

Ja-Vonna Akins

Michael Danguan

Kenn Gafa



February 24, 2017

Reggie Ransom Assistant Director UAW National Ford Department 8000 E. Jefferson Ave.

Re: Letter of Understanding – Production Support Worker

The purpose of this Letter is to clarify this new Classification as it relates to the Flat Rock Assembly Plant only and to identify the positions that fall under this Classification. This Letter also encompasses and addresses the backfill requirement that is created by the responsibility ABM has to support FRAP plant production on a daily basis.

The new Classification – Production Support Worker:

Is a result of ABM acquiring new work from Ford, i.e. line-side dunnage collection previously performed by Ford in 2011 and ABM acquiring new work from MPS in 2012, i.e. trash dock labor services.

The positions that currently fall under this Classification are as follows:

Four (4) – Plant Dunnage Collection Jobs (on each shift)

Two (2) – Trash Dock Jobs (on each shift)

One (1) – Outside Hi-lo Support Job (1 total A-shift only)

Four (4) – Tennant Riding Floor Scrubber Jobs (1 on A-shift and 3 on C-shift)

For back-fill, any person required to fill in to one of these on a temporary basis due to manpower shortages would be compensated daily at their current wage plus the premium for this Classification.

The Classification premium for this work shall be .37 cents per hour above the General Cleaner (Classification I) for the duration of the Collective Bargaining Agreement. Retroactive pay will be from January 1, 2017.

- \*As a provision of this agreement, ABM incurs no liability of wages prior to January 1, 2017.
- \*This Classification is not extended to operation of golf carts, walk-behind scrubbers or other pieces of equipment that would be considered normal and customary to janitorial services.
- \*Both parties agree to re-open this document to expand the scope work in the event new work is made available based on the provisions in the current Collective Bargaining Agreement language.

Sincerely,

Joe Widzinski District Manager ABM Industrial and

Manufacturing

Concur:			
Concur:			



November 30, 2016

Reggie Ransom
Assistant Director
UAW National Ford Department 8000
East Jefferson Ave.
Detroit, MI 48089

Dear Mr. Ransom

Please review these proposed changes that should more clearly define the existing language regarding Emergency Vacation and the exceptions and overrides to the 10% vacation allowance.

## Vacation, PPD, E-VAC

These types of leave request are subject to the 10% allowance per shift. As previously agreed to Vacation and PPD require a twenty-four hour notice. Requests of these type that are submitted at the same time will be granted based on seniority. E-VAC does not require twenty-four hour notice but still requires notification by the employee of their absence to their employer, prior to their shift start time. All employees must complete and submit and emergency vacation request immediately upon their return to work to be eligible for compensation and to avoid being charged an absence.

### Emergency Vacation - E-VAC

As outlined in a previous memorandum, employees will be granted E-VAC requests on a first come basis. Requests that are submitted at the same time will be granted based on seniority. All requests are subject to review and approval and are not considered granted until a completed request is signed by management and is returned to the employee. E-VAC days can be taken in four hour increments. Employees may utilize three (3) EVAC Days per calendar quarter. In addition, employees will receive and be eligible to utilize two (2) EVAC Days immediately upon starting their employment.

10% Rule Exceptions and Overrides – E-VAC Only

All exceptions and override requests must be supported by proper documentation and be dated. The documentation must be specific in nature to support the absence. Listed below are allowable exceptions and overrides with an example of specific documentation requirements. All requests and documentation will be reviewed and granted based on the criteria listed below.

### Transportation Issues

This type of event has very specific eligibility details. The intent of this exception / override is to deal with your car breaking down within a twenty-four hour period prior to your shift start time. The intent is not to allow for missing a bus, not arranging transportation due to long-term transportation problems or over sleeping. Documentation must be specific in nature. Acceptable examples of documentation are tow-truck bills, repair bills and part receipts. All receipts must be dated within a twenty-four hour period of the E-VAC request.

## Family

Child Illness / School Issues / Personal Illness / Extended Family Illness / Non-Contractual Bereavement

Child illness must be accompanied by a note from a doctor within a twenty-four hour period of the E-VAC request.

School issues must be supported by a note from a school administrator documenting partial or full absence from school within a twenty-four hour period of the E-VAC request.

Personal Illness must be accompanied by a doctor's note dated within a twenty four hour period of an E-VAC request.

Extended Family Illness is intended to allow an employee to care for a relative who is not a child. This type of request must be accompanied by specific documentation detailing the nature of the request and be dated within a twenty four hour period of the E-VAC request.

Non-contractual Bereavement Leave must be accompanied by the same documentation required in contractual bereavement leave and be dated within a twenty-four hour period of the E-VAC request.

Excluded Covered Leave Events Personal Incarceration Personal Requests

Sincerely, ABM Onsite Services

Garrett Edmunds
ABM Site Manager

Concur			
	Reggie Ransom	 Date	