

**AGREEMENT BETWEEN
GCA SERVICES GROUP, INC. DUVAL COUNTY PUBLIC SCHOOLS
Jacksonville, Florida
AND
AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL
EMPLOYEES(“AFSCME”)
FLORIDA COUNCIL 79, AFL-CIO
October 1, 2018 through September 30, 2021**

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AGREEMENT PREAMBLE

THIS AGREEMENT is entered into as of October 1, 2018, between GCAServices Group (hereinafter referred to as “Employer”) and AmericanFederation of State, County and Municipal Employees (AFSCME) Florida Council 79, AFL-CIO (hereinafter referred to as the “Union”). It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences, which may arise, and to set forth herein a basic and full agreement between parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There are and shall be no individual arrangements or agreements covering any part or all of this Agreement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement. It is mutually understood and declared the policy of the Employer and its employees and to assure at all times, the orderly and uninterrupted operations and functions of the Employer.

The Employer and the Union mutually agree and support the concept of a drug free work place.

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ARTICLE 1 UNION RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for those employees in the bargaining unit who are employed by GCA Services Group for the purpose of bargaining collectively in the determination of the wages, hours, and terms and conditions of employment of the employees within the bargaining unit,

unless and until recognition of such bargaining representative is withdrawn by a vote of the majority of the employees represented.

Once a collective bargaining representative has been designated and the bargaining unit defined, no permanent job classification positions included in the unit may be excluded from the unit except by mutual agreement.

It is further understood and agreed that the President or Alternate of AFSCME Florida Council 79 will be the official spokesperson for said Union in any matter between the Union and the Employer.

ARTICLE 2 NON-DISCRIMINATION CLAUSE

The employer will not discriminate against any employee in job assignments and employee/employer relations on the basis of race, color, gender or gender identity, age, marital status, disability, sexual orientation, religious creed, national or ethnic origin, veteran status, or membership or participation in the normal activities of the union. There will be no reprisals against any employee for processing a grievance or participating in the grievance process.

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ARTICLE 3 SPECIAL MEETINGS

The Employer and the Union agree for the Employer's representative and official representatives of the Union to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, or other subject mutually agreed to, but it is understood that these Special Meetings shall not be used to renegotiate this Agreement. Such Special Meeting shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The Union shall have the right at these Special Meetings to recommend to the Employer, corrections to any inequities known to the Union.

Negotiations will take place between 8:00 a.m. and 5:00 p.m. for all bargaining sessions. A maximum of four (4) bargaining unit employees shall be released from duty for the entire work day without loss of pay or

benefits, of which one half day shall be used for preparation of negotiating sessions or for actual negotiations. The time and place shall be mutually agreed upon between GCA Services Group and the Union.

LABOR/MANAGEMENT COMMITTEE

The parties shall establish what is to be known as the Labor/Management Committee. This Committee shall consist of no more than five (5) representatives from the Employee/Union group, selected by the Union and no more than five (5) representatives from the Management group. The committee shall meet monthly or as agreed upon to consider issues of

6 importance to either group. Two (2) weeks prior to the meeting, each party will present to the other the Agenda items to be discussed. If neither party has any Agenda items, the meeting will be cancelled. The purpose of this committee will be to promote good Employer-Employee relations, but the work of the committee will not interfere with the Grievance Process. All meetings will normally be scheduled during work hours and involved employees will not suffer loss of pay during that time. The meeting should not last more than 2 hours.

ARTICLE 4

UNION STEWARDS AND UNION REPRESENTATION

The Employer recognizes and shall deal with the Union Steward representing the grievant, the Union President or designee, and any other officer listed in Article 4 of this Agreement in those matters relating to grievance and interpretation of this Agreement.

The employees covered by this Agreement may be represented by Stewards in the following designated areas:

EMPLOYER'S DISTRICT NUMBER OF STEWARDS

Five Zones Three (3) Stewards per Zone

The intent of this language is to have a Steward readily available for representational purposes to the various schools without spending a large amount of time traveling to schools which are far away from the Stewards worksite. The union agrees to keep to a minimum, the number of hours spent in Steward activity. Not to exceed 12 hours per month.

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A Steward assigned to a zone shall not be involuntary or arbitrarily removed from his zone of representation unless he/she agrees to the removal. In the event of a layoff, the stewards shall not be affected by such, this does not pertain to reduced work schedules. In the event of a creation of new zones, the number of stewards will be added accordingly.

The Employer's District Zones and Schools in each zone are attached to this agreement as Appendix A of this agreement. The Zone Breakdown will also include the names and phone numbers of the Managers and Supervisors by Zone and Schools under their supervision. The Employer will notify the Local Union President and Staff Representative of changes in management staffing or zone changes as soon as becoming aware of the change(s). Stewards must have proof of car insurance and a valid driver's license.

No Union Steward will perform any grievance work unless the above has been complied with.

Officials of the Union as designated in Article 4 of this Agreement, and authorized Stewards of the Union, shall on proper authorization by a Principal or Supervisor of employees involved, be admitted to property of the School. Authorization shall not be unreasonable withheld. Officials or Stewards as designated above shall be able to talk with employees before or after regular working hours or during lunch hours of said employees on Employer's property. In addition, Stewards may be permitted to discuss union business related to time sensitive, union issues with Employees during work hours when it would be impossible or inconvenient for such conversations to occur at a later time when an Employee is off the clock or on a lunch break. Any representative of the Union who goes on Employer's property or into any

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building for any purpose is required to notify the principal or other person in charge and state the purpose of the visit. If the purpose of the visit is to contact, visit or meet with any employee or group of employees, the principal or other person in charge shall designate a room, office or other

area where such visits or meetings can be held in a reasonable quiet and dignified atmosphere. The representative shall, if he/she desires, be allowed to post on the bulletin board and at the entrance to the designated meeting area a notice of the meeting or visit.

The Union President shall be granted reasonable time off, without loss of pay, for the purpose of appropriate Union activities requiring his/her presence, upon notifying and securing the approval of his/her immediate supervisor. (If there is a question regarding the term "reasonable time off", it shall be referred to the Labor Management Committee for Resolution.) However, permission shall not be unreasonably withheld. The Union President shall not use such time for the investigation or processing of grievances. A Steward assigned to a geographical location will be considered a roving Steward to function properly under the Stewardship procedure.

A written list of alternate Stewards also will be submitted to the Employer with the specific area in which they will function. The alternate Steward will only become active in the event of the physical absence of the regular Steward and upon prior notification by the Union. In the work activity, he/she shall function under the same rules and regulations governing conduct of the Stewards.

All non-certified non-employee representatives shall be prohibited from visiting with employees covered by this bargaining Agreement on the
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Employer's property during the working hours of these employees.

Officers or accredited representatives of the Union shall be admitted to the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, provided such visitation has been approved in advance by the Building Principal or his designee, and is not disruptive to the work force or the education of students. Such visits shall not be for the purpose of conferring with employees about any matter other than the enforcement or non-enforcement of this Agreement. When an area or building belonging to the School Board is not normally open for visitation, then the Employer

shall provide a responsible escort to that Union officer or accredited representative provided this service is arranged for in advance and at a mutually agreeable time.

If the number of zones changes, the number of Stewards will also change accordingly.

UNION ACTIVITY

The following sections outline the duties and responsibilities of Stewards in performing their functions as recognized Union representatives. In those cases which cannot be resolved otherwise, designated Union Stewards may be allowed reasonable time off, without loss of pay, to investigate grievances and discuss same with grievant. (If there is a question regarding the term "reasonable time off", it shall be referred to the Labor Management Committee for resolution.) If such investigation is required for the prompt and effective settlement of the grievance in question, work loss must be minimized. It is acknowledged that the Steward must advise his/her Principal or Supervisor of the requirement and secure permission before conducting

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such investigation, and such permissions will not be unduly withheld. In the investigation of grievances, Stewards shall not be allowed to unduly hamper the work operations of the Employer by conferring with employees. A Steward shall not conduct any grievance work on premium time.

Principal or Supervisor permission must be given verbally to the Union Steward provided that said verbal authorization insures adequate controls of the Steward's time, otherwise written permission shall be required. If it becomes necessary for a Union Steward to receive written permission, the Employer will provide a form, which will be used for the purpose. Upon returning to his/her work assignment, the Steward shall report to his/her immediate supervisor unless prior consent not to do so has been secured. Union Stewards of the Union shall be active employees and shall be members of the Bargaining Unit.

Active Solicitation by the union of grievances and the collection of the Union monies shall not be engaged in on the Employer's property.

While on leave of absence, no employee shall function as a Union Steward without mutual consent of the Union and Employer.

Nothing in this Agreement shall be construed to prevent any private employee from presenting, at any time, his/her own grievances, in person or by legal counsel to the Employer, and having such grievances adjusted without the intervention of the bargaining agent. The preceding sentence will apply if the adjustment is not inconsistent with the terms of the collective bargaining agreement when in effect and if the bargaining agent has been given

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reasonable opportunity to be present at any meeting called for the resolution of such grievance.

Employees of the designated bargaining unit shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint, or opinion within the bound of good taste, related to the conditions or compensation of private employment or its betterment, all free from restraint, coercion, discrimination, or reprisal. There shall be no restraint, discrimination, intimidation, or reprisal against any employee because of that employee's membership or lack of membership in the Union or by virtue of his/her holding office or not holding office in the Union. This provision shall be applied to all employees by the Employer and the Union.

Due to the number of employees represented by the Union, AFSCME Florida Council 79, one (1) member of the Union, elected to a local Union position or selected by the Union to do work, will upon written request of the Union and when approved by the Employer, subject to applicable rules and regulations, pension laws, or any other applicable regulations governing employee's rights and benefits, be granted a leave of absence without pay for a period not to exceed one (1) year, during the term of this Agreement, and, upon expiration of the leave, shall be re-employed without loss of rank or pay status. It is understood that the employee taking leave under these conditions will be only utilized for service with the Employer.

Duly elected Union delegates or alternates to the conventions and conferences of the AFSCME International, AFL-CIO, the AFSCME Florida Council 79,

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AFL-CIO and the AFL-CIO shall be granted time off, without pay, not to exceed a total of ten (10) work days annually to attend said conventions or meetings addressed in subsection (a) below in even-numbered years, and not to exceed a total of five (5) work days annually in odd-numbered years. Union delegates must provide the Company with adequate proof of the convention and/or conference to be granted such time off. The maximum number of employees that may be granted such leave at any one time is three (3). On special occasions with approval from the Employer a fourth (4th) Union representative may be granted time off at Employer's sole discretion.

- The Union shall give the Company at least fourteen (14) calendar days advance notice of the employees who will be attending such functions. Duly elected officers of the local and stewards shall be released for monthly local meetings and quarterly Council 79 meetings under the same rules as above. The employee will provide his supervisor with seven (7) calendar days written notice for these meetings.
- Time off taken pursuant to this Section shall be charged to vacation credits.

ARTICLE 5

UNION SECURITY and CHECK-OFF

The Union will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer on account of any check-off of Union dues. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct from the employee's pay the amount owed to the Union by such

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employee for dues and assessments. Employees working twenty (20) or more hours shall pay a pro-rated amount based on hours worked. It is understood that this provision will provide for twenty-six (26) deductions per year for all covered employees. The Employer will remit to the Union such sums within thirty (30) days of deductions. Changes in the Union membership dues rate will be certified to the Employer in writing over the signature of the authorized officer of officers of the Union, and shall be done at least thirty (30) days in advance of the effective date of such change. The Employer remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is received on its behalf with reason(s) stated therefore that the remittance is incorrect.

An employee's written dues deduction authorization may be revoked by the employee upon his/her delivering to the Employer written revocation of said authorization, with a copy to the Union, and such revocation shall be effective no sooner than the next yearly anniversary date of this Agreement.

The Employer will agree to provide the Union the monthly personnel agendas showing all employees going from probation to permanent status. The employer agrees to deduct from the wages of any employee who is covered by this agreement a Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) deduction as provided for in a written authorization. Such authorization must be executed by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision from each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The employee

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may rescind the deduction by giving written notice to the Employer (with a copy to be provided to the Union). The Union agrees to indemnify and hold the Company harmless from any liability incurred by reason of such deductions.

Upon request of the union, the Employer will provide the union with a list of all employees in the bargaining unit. The list will include the name, home address, date of birth, telephone number, classification title, work location, date of hire, rate of pay, and union membership. The list will be provided at no cost to the union. This list shall be in EXCEL format. The Union agrees to indemnify and hold the company harmless from any liability incurred by providing the information set forth in this article.

ARTICLE 6

MANAGEMENT SECURITY/MANAGEMENT RIGHTS

Subject to the specific provisions of this Agreement, the Union and its officers, agents and members agree that, during the life of this Agreement, they shall have no right to instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, intentional interruption of the Employer's operations, or similar activities during the terms of this Agreement for any reason. The Employer shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only question that may be raised in any proceeding, grievance, judicial, or otherwise contesting such action is whether the provision preventing strikes, slowdowns, concerted stoppages of work, intentional interruptions of Employer operations, or similar activities was violated by the employee to be discharged or otherwise disciplined.

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The Employer agrees that there will be no lockouts so long as this Agreement is in effect. Shutdowns, layoffs or work curtailments, or Acts of God shall not be considered lockouts.

A. The Union, its representatives, agents, members, or any person acting on their behalf agree that the following "other unlawful acts" as defined, are expressly prohibited:

1. Soliciting employees during working hours.
2. Distributing literature during working hours in areas where the actual work of private employees is performed, such as offices, warehouses, schools, and any similar public installation. This section

shall not be construed to prohibit the distribution of Union literature during the employee's lunch hour in the areas approved by the immediate Supervisor or Principal of the employee involved and which areas are not specifically devoted to the performance of the employee's special duties. Such approval by the Principal or Supervisor shall be defined in Article 5 of this Agreement. However, literature, which is political in nature, defamatory or personally critical of the Employer or any of its employees, shall not be distributed on the Employer's property at any time.

3. Instigating or advocating support, in any positive manner, for an employee organization's activities from the high school or gradeschool students.

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B. No employee organization shall directly or indirectly pay fines or penalties assessed against individuals pursuant to the provisions of this part.

C. The circuit courts of this state shall have jurisdiction to enforce the provisions of this Section by injunction and contempt proceedings, if necessary.

An employee who is convicted of a violation of any provision of this Section may be discharged or otherwise disciplined by the Employer, notwithstanding further provisions of any collective bargaining agreement. The Employer and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and provide conditions of employment suitable to maintain a competent work force. The Employer and the Union agree that all provisions of this Agreement shall be applied to all employees covered by it and that the Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest requires the full utilization of an employee's skills and ability without regard to race, color, creed, national origin or sex.

MANAGEMENT RIGHTS

The Employer shall remain vested with all management functions, including the full and exclusive control, direction, and supervision of operations and the work force, including but not limited to, the right to hire, discipline, suspend, discharge or lay off the work force, to determine services to be performed, and the schedules of work, including hours of work; and to determine the methods, processes or means of performing its services; to promote, demote

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or transfer, to maintain discipline of employees and establish rules and regulations for the purpose of maintaining efficiency and discipline which do not conflict with the terms of the Agreement. Employees shall not be subject to discipline or discharge without "just cause." The Employer retains the right to subcontract work where deemed appropriate by management to meet the needs of the operation. All functions of management, which have not been expressly addressed by the terms of this Agreement, remain vested with the Employer. It is understood that the Employer conducts its operations on the property of Duval County Public Schools and, as such, must comply with all Duval County School Board rules in the conduct of its business. The Employer cannot guarantee job security to employees in the event of the cancellation of the Employer's service contract with the Duval County School Board.

ARTICLE 7

DISCIPLINE, DEMOTIONS and DISCHARGE

The appeal procedure for dismissals, demotions, suspensions, reprimands and counseling shall be the provisions contained in the grievance procedure of this Agreement.

There shall be a ninety (90) day probationary period for all new employees and that ninety (90) day probationary period shall also determine eligibility for benefits. The Employer can discharge a probationary employee anytime during the ninety (90) day period and the discharge shall not be subject to the grievance and arbitration procedure in Article 8. No regular non-probationary employee shall be removed, discharged, reduced in

seniority or pay, suspended or otherwise disciplined except for just cause, and in no event until he/she has been furnished with a statement of the charges and the reasons for

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such actions. (For purposes of this Article, it is understood that an employee who has completed his/her initial ninety (90) day probationary period with the Employer shall be considered a regular non-probationary employee.) At the written warning step, which will only be between the employee and the supervisor, the employee will receive a copy which can then be shared with the steward and they can then request to use the grievance procedure if they feel there has been unjustified action. The employee shall have reasonable time to contact a Union representative. In any grievance proceeding, the employee shall have time to prepare for defense against any charges proffered as outlined under Article 8. Management, having the right to administer disciplinary action for just cause, shall use progressive disciplinary methods except for serious offenses. Employer shall initiate disciplinary action within thirty (30) working days from the date management becomes aware of said infraction. It shall be understood that if disciplinary action is not initiated within this time frame, no action will be taken.

Progressive Discipline for repeated similar or related offenses is described as follows:

1. Verbal Warning
2. Written Warning
3. Final Written Warning or Suspension
4. Termination

Any written warning shall be furnished to the employee outlining the reason for the warning. The employee will be requested to sign this statement. If he/she refuses to do so, this refusal shall be noted and placed in his/her personnel file. If he/she signs the statement, such signature shall only acknowledge receipt of copy of warning and shall not mean the employee

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agrees/disagrees with the warning. The employee may have an opportunity to submit a written statement responding to the warning. The employee

responding statement will be entered in his/her personnel file and attached to the warning. In the event a grievance is filed pertaining to a letter of warning, the warning shall not be placed in the employee's file pending the outcome of the grievance.

After a disciplinary document/or detrimental document has been on file in the employee's personnel file for a period of twenty-four (24) months, that document shall not be used in any adverse way against the employee. There shall be only one (1) official personnel file for each employee, which shall be maintained in the central office of the Employer unless a different location is approved. If any disciplinary material is placed in an employee's official personnel file it shall be properly identified and a copy will be sent to the employee. The ten days to file a grievance shall start on the date that the employee receives a copy of the disciplinary material. The employee will have the right to answer any such material filed, and his / her answer will be attached to the file copy. The employee, custodian, or designee may request the placement of outdated disciplinary or detrimental documents in a sealed envelope and marked "outdated not be considered further" except for repeated infractions of the same nature.

Where the Employer, the courts, an arbitrator or any statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document shall be removed, provided, however, that nothing in this provision shall grant any official, officer or other person the authority to take any action not otherwise authorized.

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The Union and the Employer agree that suspensions, demotions for cause and dismissals may be appealed immediately as a Step 3 grievance. The grievance hearing will be scheduled within ten (10) working days (excluding Saturdays, Sundays and holidays) of the date the appeal is received at Step 3. A written statement of the reasons for the suspension, demotion, or dismissal will be furnished to the Union and employee at least five (5) working days prior to any grievance hearing. Such hearing may be scheduled before or after the effective date of the suspension, demotion, or

dismissal. Appeals not received within ten (10) working days of the effective date of the suspension, demotion, or dismissal shall be construed as a waiver of the further right to appeal. "SEE ARTICLE 8, STEP 3 APPEAL."

REPRIMAND OR CRITICISM

When possible, no Supervisor shall reprimand or criticize a an employee of the Bargaining Unit in the presence of co-workers, teachers or in the presence of students or the parents of such students.

Should it become necessary for a conference to be held (at a location other than the assigned work location) between an employee of the Bargaining Unit and the Employer concerning this article, the employee shall be given at least twenty-four (24) hours notice of the conference and shall have the option of requesting a representative of the Bargaining Unit be present at such conference.

REPRISAL/RETALIATORY TREATMENT

No Supervisor shall take reprisal against nor engage in retaliatory treatment of an Employee who meets with his / her Supervisor to discuss job related problems; or who participates, in any capacity, in the grievance process.

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ARTICLE 8

GRIEVANCE PROCEDURE

The parties agree that any dispute as to the interpretation of the terms of this Agreement, whether brought by the Employer of the Union, will be defined as a grievance. The Union and the Employer agree that a grievance may be filed and responded to by fax, electronic mail (email), mail or hand delivered. All steps of the grievance procedure will be reduced to writing. Grievances

will be settled promptly in accordance with the following procedure:

Step 1 – INFORMAL COMPLAINT

Except in the case of a discharge, the affected employee and/or the Union representative will submit a written grievance and discuss informally with the Area Manager any

complaint arising out of the interpretation of the terms of this Agreement. Said grievance must be made within ten (10) working days of when the employee(s) or Union knew or should have known of the occurrence giving rise to the grievance or it shall be deemed waived. The Area Manager must present a response within ten (10) working days. Should the response fail to bring about a mutually satisfactory settlement, the matter may be referred to Step 2.

Step 2 – FORMAL GRIEVANCE

Any employee may file as a formal written grievance, any grievance arising out of the interpretation of the terms of this Agreement with the Zone Manager or a designee. Said grievance must be filed within ten (10) working days of the Area Manager's response or the matter will be deemed resolved at Step 1. The written grievance must cite the specific article being grieved along with an explanation of the perceived violation of that article.

The Zone Manager

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must present a response within ten (10) working days. Should the response fail to bring about a mutually satisfactory settlement, the matter may be referred to Step 3, Appeal.

Step 3 – APPEAL

The Union must file a written appeal to the General Manager within ten (10) working days of the Zone Manager's decision or the matter will be deemed resolved at Step 2. The Employer's General Manager or Labor Relations representative must provide a written response within ten (10) working days. Should the response fail to bring about a mutually satisfactory settlement, the Union may, if it desires, refer the matter to Step 4. The Union and the Employer agree that class grievances may be appealed directly to Step 3.

Step 4 – ARBITRATION

The Union must notify the Employer within ten (10) day of receipt of the Employer's response at Step 3 of its intention to seek arbitration, otherwise the grievance shall be considered settled and resolved at Step 3. The Union and the Employer shall, within ten (10) working days after the Union notifies the Employer of its desire to arbitrate the matter, select an

impartial Arbitrator, Should the employer and the union fail after ten (10) working days to agree upon the arbitrator they shall call upon the Federal Mediation and Conciliation Services to provide a list of seven (7) Arbitrators. The parties shall strike one name at a time from the list, with the Union striking a name first, until only one name remains. This person shall be the Arbitrator. The Arbitrator's sole authority shall be to apply the terms and provisions of this Agreement to the dispute. The Arbitrator shall have no authority to add to, modify, delete, or amend any provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon both parties.

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The cost of the Arbitrator shall be shared equally between the Union and the Employer.

Step Waivers: Upon mutual agreement of the Parties, a grievance may be advanced to a higher step up to and including arbitration in the grievance procedure.

Timelines: The time limitations specified in the grievance procedure may be waived by mutual consent of the Employer and the Union in writing. In the event the Company fails to respond at any step of the grievance procedure, the grievance shall automatically proceed to the subsequent step. Should the Union fail to meet any of the time limits herein, the grievance shall be considered dismissed and withdrawn.

Union Dismissal at the Arbitration Level Only: If the Union decides not to pursue a grievance to arbitration over the wishes of the employee, the Employer shall have the discretion to grant a waiver of the time limitations of this Article to allow the employee to appeal the dismissal of the grievance to the proper Union authorities. Said extension shall not exceed thirty (30) working days from the date of Union dismissal. Any alleged backpay shall not accrue during any such extension period.

ARTICLE 9 PERSONNEL FILES

Employees shall have the right to place written materials, such as commendations or summaries of achievements of a noteworthy nature, in their personnel file.

The term “personnel file”, as used in this section, means all records, information, data or materials maintained by the Employer, in any form or retrieval system whatsoever, with respect to any of its employees, which is²⁴

uniquely applicable to that employee, whether maintained in one or more locations.

Any employee will have the right to review his/her own official personnel file, excluding pre-employment information, at reasonable times under the supervision of the designated records custodian.

Each Supervisor will be provided with copies of the hourly Employee Evaluation form to be used in employee evaluations. Area Managers will be responsible for performing periodic employee evaluations with the respective employees.

A copy of the employee’s official evaluation, as intended to be placed in the employee’s personnel file, shall be provided to each employee at the time of the employee’s signature is affixed. A conference to discuss the specific areas in need of improvement may be conducted at the employee’s request. Any employee may file a written objection to an evaluation given by his/her Area Manager. Such written objection shall be submitted to the General Manager to be made part of the official personnel file.

The Employer reserves the authority to conduct all necessary security and background investigations where, in the discretion of the Company, such procedures are required or, necessary. Fingerprinting may also be required. The Employer shall cover the cost of security investigations, background investigations, fingerprinting and other screening required for employment for non-probationary employees beginning the date of ratification of this Agreement.

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ARTICLE 10

BULLETIN BOARDS

The Union shall be provided partial use of readily accessible bulletin boards, including at least one (1) at each school or other work location of members of the bargaining unit. The Union may, if it so desires, provide a

bulletin board for its exclusive use in all custodial rooms so long as the bulletin boards are of standard size and in keeping with the décor of the locations in which installed and have been approved in writing by the Supervisor of the facilities. The Union agrees that it shall use space on bulletin boards provided for in this

Section, only for the following purposes:

Notices of Union Meetings

Union Elections

Reports of Union Committees

Rulings and Policies of the Union Recreational and Social Affairs of the

Union Notices of Public Bodies

Copies of all material, notices, or announcements posted should be submitted to the Principal or Supervisor of the area where the copies are to be posted.

No material, notices or announcements shall be posted by the Union which contain anything political or controversial or anything adversely reflecting upon the Employer, its employees or any labor organization among its employees.