AGREEMENT

Between

ABM INDUSTRY GROUPS, LLC
Covering Employees Employed at
UNIT B

NASA Jet Propulsion Laboratory
4800 Oak Grove Drive, Pasadena, CA 91109

and

INTERNATIONAL UNION OF
OPERATING ENGINEERS
Local 501, AFL-CIO

November 1, 2024 – October 31, 2027

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AGREEMENT – UNIT B

THIS AGREEMENT, made and entered into this 1st day of November 2024, by and between **ABM INDUSTRY GROUP, LLC**, for the operation of the **NASA – Jet Propulsion Laboratory** located at 4800 Oak Grove Drive, Pasadena, CA 91109, hereinafter referred to as the "Employer," and **INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 501, including its Subordinate Branches, AFL-CIO,** hereinafter referred to as the "Union."

WITNESSETH

In consideration of the premises and the respective covenants and agreement of the parties hereto, each of which shall be interdependent, it is hereby agreed:

ARTICLE I
RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining agent with respect to rates of pay, hours of work, and other terms and conditions of employment for the bargaining unit certified on July 22, 2020, in NLRB Case No. 31-RC-260997. The bargaining unit (Unit B) covered by this Agreement consists of all employees in classifications listed below in Article XVI employed by the Employer at the facilities located at **NASA – Jet Propulsion Laboratory 4800 Oak Grove Drive, Pasadena, CA, 91109**; excluding non-professional employees, confidential employees, office clerical employees, guards, and supervisors as defined in the National Labor Relations Act. The parties agree that Industrial Welfare Commission Wage Order 16-2001 covers the work of all bargaining unit employees.

ARTICLE II
PURPOSE

It is the intent and purpose of the parties hereto to promote harmonious relationships between the Employer and its employees, and to set forth herein the agreement reached, covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto. The Employer and the Union jointly agree to perform faithfully the obligations imposed by this Agreement, and the Union agrees to cooperate with the Employer in such manner, consistent with the provisions of this Agreement, as will ensure the efficient and economical operation of the Employer's building(s).

In this Agreement, whenever the context so requires, the masculine gender includes all genders.

ARTICLE III
MANAGEMENT RIGHTS

A. The Management of the Company and the direction of the working force are vested solely and exclusively in the Company and shall not in any way be abridged, except as specific restrictions are set forth in this Agreement. The parties agree that the Company has the right to supervise employees, to hire employees, to promote employees, to discipline, suspend or discharge employees for just cause, which includes misconduct, dishonesty, poor attendance, tardiness, safety violation and/or policy violation(s), sub-standard job performance, to enforce and apply its drug/alcohol testing policy, to lay off employees for lack of work, to transfer employees, to assign employees, to determine services which employees shall perform, to direct, instruct and control employees, including but not limited to the determination of the number and qualification of employees to perform work, the quality of work standards and the required employee performance to meet such standards; to assign overtime, to determine hours of work, to determine types of equipment, methods and procedures to be employed, to make and enforce reasonable rules to assure orderly and effective work and to perform all other functions in the administration, management, control and/or direction of the business.

B. It is agreed that should the Company's client request the removal and/or exclusion of an employee from the client's site for a justifiable reason, the Employer will transfer the affected employee to a comparable position at another site, and if no such position exists, shall place the employee on a preferential hiring list to fill a comparable position at another site. Should the Employer decide to terminate the employee based upon the client's request and the reason therefore, such decision by the Employer shall be subject to the grievance and arbitration provisions of this Agreement.

C. The exercise of Management Rights, powers and authority shall not be subject to any grievance and/or arbitration procedure, provided that the exercise of such rights, powers and authority are not in violation of the express terms of the Agreement.

ARTICLE IV
UNION SECURITY

A. The Employer recognizes the Union as the exclusive bargaining agent for all employees coming under the terms of this Agreement, as long as such recognition shall not be in conflict with, or in violation of, any statute, law, or ordinance of the government of the United States, the State of California, or any of the political subdivisions thereof.

B. It shall be a condition of employment that all regular employees of the Employer covered by this Agreement who are members of the Union in good standing, on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirty first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all regular employees covered by this Agreement and hired on or

after its effective date shall, on the thirty first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

C. For the purpose of this Article, a member of the Union in good standing shall be defined as any person who has paid all initiation fees and/or dues. It is further understood that the Employer shall be under no obligation to discharge any employee, should said discharge be in conflict with, or in violation of, any law, State or Federal.

ARTICLE V
NOTIFICATION OF VACANCIES AND TEMPORARY EMPLOYEES

A. The Employer shall first call the dispatching office of the Union for such applicants, as needed, and the dispatch office shall furnish to the Employer applicants, strictly in accordance with the following procedure.

B. The Employer agrees to give the dispatch office as much advance notice of the anticipated opening, as is possible under the circumstances then prevailing.

C. Dispatch: The Employer will utilize the Union's online database to search for applicants who meet the qualifications required by the Employer. In the employment of applicants for all work covered by this Agreement, the following procedure shall govern:

The Union shall establish and maintain open and non-discriminatory employment lists for eligible applicants desiring employment for the work covered by this Agreement. The selection of registrants to be referred shall be on a non-discriminatory basis and, in accordance with applicable law, shall not be based upon, nor in any way affected by, Union membership, Bylaws, rules, regulations, constitutional provisions, nor any other aspect or obligation of Union membership, policies or requirements, nor upon the individual's race, color, religion, sex, age, national origin or any other protected class.

D. Notification of Vacancies: The Employer shall concurrently call the Dispatch Office of the Union for such applicants as it may from time to time need and the dispatch office shall furnish to the Employer the required number of qualified and competent applicants requested by the Employer strictly in accordance with the following procedure.

It shall be the responsibility of the Employer, when requesting applicants, to state the qualifications applicants are expected to possess.

The selection of registrants to be referred shall be on a non-discriminatory basis and, in accordance with applicable law, shall not be based upon, nor in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, nor any other aspect or obligation of Union membership, policies or requirements, nor upon any other status protected by applicable law.

The Dispatch office will notify the Employer if no qualified applicants for the job to be filled are available. Similarly, the Employer shall promptly notify the dispatch office of its decision with respect to applicants referred by the Union.

Any Employer may instruct the dispatch office not to refer an applicant whose name appears on the Union referral list provided the Employer will confirm such instructions to the Union in writing.

The Employer shall notify the Union in a timely manner as to the applicant(s) hired.

E. It is the intent of this Agreement to establish a procedure to consider and offer employment to the most qualified applicant in situations where a vacancy occurs within the bargaining unit, while complying with proper recruiting guidelines established for employers conducting business with the US Federal Government. When a vacancy occurs for a position contained in the bargaining unit, the Employer shall notify all staff, and the position will be competitively posted for a minimum of five (5) days. Interested applicants must submit a formal application himself during this period of time. An applicant who does not formally apply for a position, for reasons including absence from work during the posting period, shall not be considered as an applicant for the position. New hires, promotions or transfers will be competitively posted and based on the applicant's qualifications for that particular role. The Employer agrees to give each qualified applicant consideration. In the event that two (2) or more qualified applicants are deemed to have the same relative qualifications, then the applicant who is a current employee shall be selected. In the event that two (2) or more applicants are deemed to have that same relative qualifications, are current employees, and have the same performance rating, then seniority within the bargaining unit will be the determining factor.

F. If no qualified applicants are found, Employer may utilize a temporary employment agency to provide individuals to perform bargaining unit work only as temporary, probationary employees ("Temporary Employees") for a period not to exceed ninety (90) calendar days. If such individual is retained to perform bargaining unit work beyond the ninety (90) calendar day period, he shall thereby become classified as a regular employee, and a member of the bargaining unit.

G. The Employer agrees to notify the Union promptly of all terminations, layoffs, hires, rehires, promotions, demotions and other changes in status of personnel working under the terms of this Agreement. Such notice is to be forwarded to the office of the Union within one (1) week after effective date of such change.

ARTICLE VI
SUBCONTRACTING

All subcontracting of bargaining unit work during the term of this Agreement shall be for a period of ninety (90) days or less. The Employer may subcontract bargaining unit work in the case of any business need that requires, on a temporary or project basis (not a long-term or indefinite basis), more staffing than is currently available in the bargaining unit. The Employer will provide contemporaneous written notice to the Union of all subcontracting in accordance with the foregoing. Work contracted out shall not displace bargaining unit positions.

ARTICLE VII
HANDBOOK

Employees shall be given a copy of the Employee Handbook and are expected to abide by all terms of the Employee Handbook (as may be amended from time to time by the Employer and directly communicated to all bargaining unit employees), except to the extent they are superseded by specific provisions of this Agreement. The Union may request a Labor-Management Committee meeting to discuss all amendments to the Employee Handbook during the term of this Agreement.

ARTICLE VIII
HOURS OF WORK

A. Industrial Welfare Commission Wage Order 16-2001 ("Wage Order 16") applies to all bargaining unit employees. Wage Order 16 is expressly incorporated by reference into this Agreement. The parties agree that this Agreement expressly provides for (i) the wages, hours of work, and working conditions of employees, (ii) meal periods, (iii) rest periods equivalent to the rest periods provided by Wage Order 16, (iv) premium wage rates for all overtime hours worked and (v) a regular hourly rate of pay for employees of not less than thirty percent (30%) more than the state minimum wage. Accordingly, the parties agree that the collective bargaining agreement exemptions found at Labor Code Sections 512(e) and 514, and at Sections 3(H)(1), 10(E), and 11(E) of Wage Order 16, apply to all employees covered by this agreement.

B. Eight (8) hours, exclusive of a forty-five (45) minute duty-free meal period, shall constitute a day's work. Employees shall also be provided with two (2) fifteen (15) minute paid rest breaks, one before and one after the meal period. All time worked in excess of eight (8) straight-time hours in any one (1) day, and forty (40) hours in any five (5) consecutive days in any workweek shall be considered overtime and paid for at one and one-half (1½) times the employee's shift rate of pay, except that all hours worked in excess of twelve (12) hours on an employee's regularly scheduled workday shall be paid for at two (2) times the employee's regular straight-time shift rate of pay.

C. All work performed on the sixth (6th) day of the employee's workweek shall be paid for at the rate of one and one-half (1½) times the employee's shift rate of pay, except that work performed after eight (8) hours on the sixth (6th) day of the employee's workweek shall be paid for at two (2)

times the shift rate of pay.

D. All work performed on the seventh (7) day of the employee's workweek shall be paid for at the rate of two (2) times the employee's shift rate of pay.

E. No employee shall be required or permitted to work more than sixteen (16) hours in a day, and all employees must have an eight (8) hour break between work periods. Exceptions to this rule may be granted in extreme emergencies, provided the Employer obtains approval from the Union.

F. Nothing shall preclude the Employer from changing an employee's days off or starting times, providing not less than two (2) weeks advance notice is given. It is understood in emergency situations such notice may not be given. The Employer shall not change shifts or schedules for the sole purpose of the avoidance of overtime, but may change shifts or schedules as the requirements of operations may necessitate them.

G. The "Normal Workweek" shall consist of forty (40) hours over five (5) regularly assigned workdays. Provided that sufficient work is available from Jet Propulsion Laboratory (JPL), the Employer shall schedule employees for a Normal Workweek. The parties agree that the Employer may schedule employees for less than a Normal Workweek where legitimate business reasons exist for doing so, such as: per local, State or Federal government order, work is shutdown or suspended or particular employees cannot come to work for a period of time; or JPL is not offering a sufficient amount of work to offer all employees forty (40) hours per week and a lesser schedule (such as thirty-two [32] hours per week) is necessary to mitigate or avoid layoffs.

ARTICLE IX
MINIMUM WAGE RATES

A. The parties agree that all minimum wage rates under this agreement, at all times, shall be at least one hundred thirty percent (130%) of the then-current California minimum wage.

All classifications in Unit B shall receive the following across-the-board wage rate increases:

Effective November 1, 2024, six and one half percent (6.5%)
Effective November 1, 2025, six percent (6%)
Effective November 1, 2026, five percent (5%)

Effective	**11/1/2024**	**11/1/2025**	**11/1/2026**
HVAC Lead	$61.39	$65.07	$68.32
Chiller Mechanic	$60.16	$63.77	$66.96
HVAC Technician	$57.70	$61.16	$64.22
Boiler Technician	$57.70	$61.16	$64.22
Air Compressor Mechanic	$57.70	$61.16	$64.22
BMS / HVAC Controls Technician	$59.10	$62.65	$65.78

B. **Shift Differentials:** All employees working the second (2nd) or swing shift shall receive, in addition to their regular straight-time rate of pay, a shift differential equal to two percent (2%).

All employees scheduled the third (3rd) or graveyard shift shall receive in addition to their regular straight-time rate of pay a shift differential equal to four percent (4%).

All employees commencing work between 5:00 p.m. and 3:59 a.m. shall be considered as working the third (3rd), or graveyard, shift.

All employees commencing work between 11:00 a.m. and 4:59 p.m. shall be considered as working the second (2nd) or swing shift.

C. An employee scheduled to work on the sixth (6th) or seventh (7th) day of the workweek shall be guaranteed a minimum of eight (8) hours' pay at the applicable overtime rate.

D. When an employee is called out in an emergency, they shall be guaranteed a minimum of four (4) hours' pay at the applicable rate.

E. **Electronic Call Back:** In the event an employee is called by either the Employer or an authorized representative of the Employer to work on a resolution for an after-hours emergency or the scheduling or the turning on/off of facility equipment by any electronic means, the employee shall be guaranteed a minimum of two (2) hours of pay at the regular rate. In the event the employee is required to report to the worksite, then the call back shall be converted to a call-in, pursuant to Section D above, with a start time matching the initial call.

F. When an employee is directed to perform a scope of work at a higher-paid classification, the employee will be paid the rate of higher classification for all hours worked in that higher-paid classification.

ARTICLE X
SENIORITY

A. Seniority is defined as "the right accruing to an employee as a result of his length of service from his last date of hire at the building." All employees shall be on a ninety (90) calendar-day probationary period. During the probationary period, no employee shall obtain seniority, however upon completion of the probationary period an employee's seniority shall date from their most recent date of hire. Probationary employees discharged during their probationary period shall have no recourse to the grievance procedure.

B. Employee's anniversary date shall be used for the purpose of computing vacation benefits, sick leave and seniority.

C. Seniority shall prevail in choice of vacation time.

D. Seniority shall prevail in layoffs, recalls, furloughs, short-term site closure, slow-downs, shut-downs, and choice of shifts, provided the senior employee is qualified to perform the work required.

E. Seniority shall be a factor in promotions and demotions, considering the ability and qualifications required for the job.

ARTICLE XI
HOLIDAYS

A. The following named days shall be classified as holidays and be paid for at the straight-time rate, if they are not worked and at two and one-half (2½) times the straight-time hourly rate of pay if work is performed on said holidays falling within employee's regularly scheduled workweek. The designated holidays, listed below, may be subject to change to mirror the Customer's holiday schedule, provided that the number of holidays will not decrease in quantity.

An employee who is scheduled to work on a holiday falling on one (1) of his regularly scheduled days off shall receive eight (8) hours of Holiday pay plus the appropriate overtime rate of pay for all hours worked.

New Year's Day	Martin Luther King's Birthday
Presidents Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve
Christmas Day	*One (1) Personal Holiday

B. *Personal Holidays: Full-time employees may use one (1) unused, accrued sick leave as a personal holiday. Employees shall give adequate notice forty-eight (48) hours minimum, advance notice to schedule a personal holiday.

C. Those holidays provided for in this Agreement which Public Law 90-363 has designated as falling on Monday, shall be observed on Monday.

D. In the event a holiday falls on a Sunday, the following Monday shall be considered as the holiday.

E. In the event a holiday falls upon a Saturday, it shall be observed on the preceding Friday.

ARTICLE XII
VACATIONS

A. All employees who have been in the service of the Employer for one (1) year, shall be entitled to two (2) weeks (eighty [80] hours) of vacation, with pay, and a like vacation annually thereafter.

B. All employees at the beginning of the fifth (5th) year of service or more will be entitled to three (3) weeks' vacation, (one hundred twenty [120] hours), with pay, and a like vacation annually thereafter.

C. All employees at the beginning of the fifteen (15) year of service or more shall be entitled to four (4) weeks (one hundred sixty [160] hours) of vacation, with pay, and a like vacation annually thereafter.

D. An employee who leaves their position or is terminated shall be entitled to a pro-rata portion of the vacation earned during the portion of the year for which the employee remained employed, minus any paid vacation used during that time period.

E. Each employee covered by the terms of this Agreement is entitled to vacation based on their length of service. This length of service includes the whole span of continuous service from the date of employment (anniversary date) with the Employer, and with the predecessor contractors in the performance of similar work at the project site.

F. Employees will be paid out unused vacation at the current shift rate prior to their anniversary date each year.

G. The Employer hereby agrees to permit each employee one (1) vacation payout of up to eighty [80] hours per year. The employee must inform the Employer at least thirty [30] days prior to the payout via the manner required by the Employer and the employee must have sufficient vacation time on record at the time of the request. This section is subject to the grievance process mentioned herein

H. Request for vacation shall be submitted at the beginning of the employee's anniversary date plus fifteen (15) days, and approved fifteen (15) days after received. Employer will be responsible for all vacation earned through each employee's last anniversary date and will make cash settlements for fifteen (15) days or less to employees who have unused vacation time to their credit at the end of the Government contract. Vacation will be received on the employee's anniversary date based upon the number of regular hours paid (up to a maximum of forty [40] hours per week).

ARTICLE XIII
SICK LEAVE

A. The Employer will provide employees with up to fifty-six (56) hours of paid sick leave per year, accrued at one (1) hour per thirty (30) hours worked. Because this Agreement provides paid sick leave to all employees (starting one [1] month from the date of hire) and meets all other requirements under Labor Code Section 245.5(a)(1), the parties agree that the Healthy Workplace Healthy Family Act of 2014 does not apply. If any local ordinance or rule is enacted that would apply to work within the City of La Cañada Flintridge, the parties will promptly meet and confer to ensure that the paid sick leave provided by this Agreement meets the standards of any such local ordinance or rule.

B. Beginning with the first (1st) day for sickness and injury, the amount payable shall be the amount the employee would have earned at the straight-time rate on his regular shift, had he not been disabled, less any amount the employee received, or is entitled to receive, from State Disability Insurance, State-approved private disability insurance, or Workers Compensation.

C. The maximum dollars and cents sick and injury leave that any claimant may receive during any year of service is the amount arrived at by multiplying the employee's straight-time regular shift rate by the total number of hours of sick leave for which he is eligible at the time the disability occurs. The amount of benefits paid by the Employer shall be divided by the claimant's straight-time hourly shift rate, and the resultant figure, which expresses hours, shall be charged against his sick-leave reserve. The remainder, in hours, shall stand to his credit as sick-leave reserve.

D. Employees can use paid sick leave in increments as small as one (1) hour.

ARTICLE XIV
BEREAVEMENT LEAVE

A. If necessary, for any employee to lose time from work because of a death in the immediate family of such employee, he shall be entitled to three (3) days' paid leave of absence. In the event that travel of more than five hundred (500) miles is required to a service as set forth in this Article, he shall be entitled to five (5) days' paid leave of absence, and shall provide acceptable proof (example, obituary) for such exception.

B. "Immediate family" is defined to mean an employee's Father, Stepfather, Mother, Stepmother, Spouse, Domestic Partner, Sister, Stepsister, Brother, Stepbrother, Children, Stepchildren, Stepparent, Father-in-Law, Mother-in-Law, Sister-in-Law, Brother-in-Law, Grandparents, or Grandchildren.

ARTICLE XV
GENERAL PROVISIONS

A. Except in the case of an emergency pertinent to the operation of the building and equipment thereof, no employee shall be required to do any work other than that covered by this Agreement. Except in the case of an emergency or subcontracting authorized by this Agreement, only employees covered by this Agreement shall be permitted to do or perform any work covered by this Agreement.

B. Any employee receiving wages, hours, or working conditions better than those mentioned in this Agreement shall not have them reduced because of the signing of this Agreement.

C. The Employer shall not reduce the number of employees or hours worked, or rate of pay, or change starting or quitting time of any employee because of the execution of this Agreement.

D. The Employer has the right to discharge employees coming under the terms of this Agreement for just and sufficient cause. However, the discharge of any employee is subject to the grievance procedure, as hereinafter provided.

E. When an employee is discharged for willful misconduct, the termination notice shall contain the specific conduct or offense deemed by the Employer to constitute willful misconduct. A copy of the termination notice shall be forwarded to the Union pursuant to Article V, G within one (1) week from the date of discharge.

F. Uniforms. The Employer shall provide to the employee uniforms. The Employer agrees to replace worn uniforms if needed.

G. Work Boots. The Employer will reimburse the employee for the cost of safety shoes up to One Hundred Seventy Five Dollars ($175.00) per year.

H. Tools. The Employer agrees to furnish all major tools and equipment for the safe and efficient performance of the employee's duties. The employee will provide all the normal tools of the trade pertaining to his classification and the Employer shall replace or repair any employee tool damaged at the work facility.

ARTICLE XVI
JOB DESCRIPTION FOR CLASSIFICATIONS

A. HVAC LEAD: The Lead HVAC Technician is responsible for the operations, repairs, replacement and preventative maintenance of commercial and industrial air conditioning and heating systems, chillers and boilers, air handlers, fan coil units, water treatment equipment, controls and other building mechanical and electrical equipment, and all other duties described in the Essential Job Duties and Responsibilities for this Job Title as provided by the Employer on the effective date of this Agreement.

B. HVAC TECHNICIAN: The HVAC Technician is responsible for performing troubleshooting, repairs and maintenance on various commercial HVAC systems, chilled water systems, cooling rack air handling systems and performing preventative maintenance programs, and all other duties described in the Essential Job Duties and Responsibilities for this Job Title as provided by the Employer on the effective date of this Agreement.

C. CHILLER MECHANIC: The Chiller Mechanic is responsible for the operations, repairs, replacement and preventative maintenance of commercial HVAC systems, chillers, boilers, air handlers, fan coil units, controls and other building mechanical equipment, and all other duties described in the Essential Job Duties and Responsibilities for this Job Title as provided by the Employer on the effective date of this Agreement.

D. BOILER TECHNICIAN: The Boiler Technician must be experienced with servicing commercial Gas Fired Hot Water and Steam Boilers, Domestic Hot Water, HVAC, and chilled water systems, the Boiler Technician must have experience performing preventative maintenance programs, and all other duties described in the Essential Job Duties and Responsibilities for this Job Title as provided by the Employer on the effective date of this Agreement.

E. AIR COMPRESSOR MECHANIC: The Air Compressor Mechanic will be responsible for the maintenance and repair of industrial compressed air equipment. This also includes dismantling, repairing, maintaining and installing other heavy equipment on the site, and all other duties described in the Essential Job Duties and Responsibilities for this Job Title as provided by the Employer on the effective date of this Agreement.

F. BMS / HVAC CONTROLS TECHNICIAN: The BMS / HVAC Controls Technician must be experienced with servicing and troubleshooting commercial HVAC systems, chilled water systems, cooling rack air handling systems, Building Management / Energy Management Control Systems (EMCS). Additionally this classification supports all EMCS programs, practices, and procedures to ensure the EMCS is operating optimally and meeting all JPL specifications / requirements, and all other duties described in the Essential Job Duties and Responsibilities for this Job Title as provided by the Employer on the effective date of this Agreement.

G. All employees engaged in the activities outlined above, must possess, for each activity they will be directly engaged in or supervise, valid certificates of training, licenses, permits, and bonding as required by the state, county, city or other local jurisdiction and as specified in the contract between the Employer and the Government.

H. It is recognized by both parties that the Employer may assign to an employee any work for which the Employer feels they are capable of performing, wherever and whenever it is reasonable to do so in the opinion of the Employer. The parties also agree that the Employer can direct employees to take any reasonable action required for the Employer to meet its obligations under its contract with the Government.

ARTICLE XVII
HEALTH AND WELFARE, MEDICAL PLAN, DENTAL PLAN, AND VISION PLAN

A. Health and Welfare.

All employees shall continue to be covered by the Operating Engineers Local 501 Security Trust Fund Health and Welfare Plan and the Employer will pay the required contribution in accordance with the Subscriber's Agreement of said Fund.

B. Medical Plan.

1. All employees shall continue to be covered by the Operating Engineers Local 501 Security Trust Fund Medical Plan.

2. It is understood that the contribution is payable for each eligible employee covered under this agreement working a minimum of seventy-two (72) hours in a calendar month in accordance with the Subscriber's Participation Agreement.

C. Dental Plan.

1. All employees shall continue to be covered by the Operating Engineers Local 501 Security Trust Fund Dental Plan.

2. It is understood that the contribution is payable for each employee covered by this Agreement working a minimum of seventy-two (72) hours in a calendar month.

D. Vision Plan.

1. All employees shall continue to be covered by the Operating Engineers Local 501 Security Trust Fund Vision Plan.

2. It is understood that the contribution is payable for each employee covered by this Agreement working a minimum of seventy-two (72) hours in a calendar month.

E. Employer's Portion of Contribution.

1. The Employer's portion of the monthly contribution shall be according to the schedule below (based upon the previous month's hours paid).

Health and Welfare, Medical Plan, Dental Plan and Vision Plan – Employer pre-tax contribution per straight time hour paid, up to 40 in a week
12/1/2024
$9.00

2. It is agreed by both parties that if the Employer's contribution stipulated above is not sufficient to meet the total contribution for the benefits in Section A of this Article, then the additional amount shall be deducted from the employee's wages on a pre-tax basis. In no event shall the Employer be required to submit more than the contribution required for the Health and Welfare Plan selected.

3. The Employer agrees to pay the monthly contribution to the Operating Engineers Local 501 Security Trust Fund Health and Welfare Plan for all employees who are off work because of industrial injury or industrial illness, for up to a maximum of twenty-four (24) months for any one (1) such injury or illness.

ARTICLE XVIII
PENSION PLAN

A. The Employer agrees to continue to be bound by the Agreement and Declaration of Trust entered into, as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to said Trust Agreement, and further agrees to execute all necessary forms and documents required by the Trustees. Employer irrevocably designates as its representatives among the Trustees of said Fund, such Trustees as are named in said Agreement and Declaration of Trust, as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust, as that document may be amended from time to time.

B. The Employer agrees to contribute into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, the following amounts:

1. Effective December 1, 2024 (based on hours worked in November 2024), the Employer's monthly contribution into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers shall be nine dollars and sixty-four cents ($9.64) per hour on all straight-time hours paid (up to forty [40] in a week).

2. Effective December 1, 2025 (based on hours worked in November 2025, the Employer's monthly contribution into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers shall be ten dollars and twenty-nine cents ($10.29) per hour on all straight-time hours paid (up to forty [40] in a week).

3. Effective December 1, 2026 (based on hours worked in November 2026, the Employer's monthly contribution into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers shall be eleven dollars and four cents ($11.04) per hour on all straight-time hours paid (up to forty [40] in a week).

C. The Employer agrees to abide by such rules as may be established by the Trustees of said Fund to facilitate the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of the employees.

ARTICLE XIX
APPRENTICESHIP AND EDUCATIONAL FUND

Beginning November 1, 2024, the Employer will contribute fifty cents ($0.50) per straight time hour paid (up to forty [40] in a week) by employees covered by this Agreement to the Southern California Operating & Maintenance Engineers Local 501 Apprenticeship & Training Trust Fund.

ARTICLE XX
IUOE NATIONAL TRAINING FUND

A. Contribution Rates. The Employer signatory to and bound by this Agreement hereby agrees to the following contribution rates:

1. Effective January 1, 2025, and each year thereafter, based on employees on the payroll on October 31st of the previous year, the Employer agrees to pay in January, two hundred and eight dollars ($208.00) per year for each employee covered by the Agreement into the International Union of Operating Engineers National Training Fund.

B. The Employer agrees to transmit and pay the amount of contributions due to the IUOE National Training Fund to the Southern California Operating & Maintenance Engineers Local 501 Apprenticeship & Training Trust Fund under the same terms and at the same time as the Southern California Operating & Maintenance Engineers Apprenticeship & Training Trust Fund contributions are made under this Agreement.

C. The Employer signatory or otherwise bound to this Agreement agrees to become party to the current Agreement and Declaration of Trust Establishing the International Union of Operating Engineers National Training Fund and further agrees to be bound by the Agreement and Declaration of Trust and any amendments adopted thereto.

D. The Employer further agrees to be bound by all rules, regulations and procedures adopted by the Board of Trustees of the International Union of Operating Engineers National Training Fund, together with all actions taken by the Board of Trustees within the scope of its authority. The Employer also authorizes the parties to the Agreement and Declaration of Trust to appoint trustees and successor trustees and hereby ratifies and accepts the trustees so appointed.

ARTICLE XXI
REPRESENTATION

A. The Union shall be represented by one (1) Shop Steward. Stewards may be selected in such manner as the Union may determine. Each Shop Steward shall be a full-time regular employee. The Union shall notify the Employer of any changes in the personnel of Shop Stewards, and the Employer shall notify the Union of its representatives authorized to handle and settle grievances for it. Each Shop Steward is employed to perform full-time work for the Employer and shall be responsible for such work on his part, except as otherwise provided herein.

B. The Shop Steward shall be permitted to enter into, or remain on, the premises after or before his regular work shifts to perform his duties as defined herein. It is understood that such time is not to be paid for by the Employer. The Shop Steward shall not be discriminated against, in any manner, by the Employer or the agent, because of, or on account of, his activities in presenting any adjustment of grievances or disputes.

C. A Shop Steward will be permitted to devote time during his regular working hours for a reasonable period, without loss of pay, to perform the following:

1. To present to the Employer grievances or disputes which he has been requested by an employee or group of employees to present for adjustment.

2. To investigate any such grievance or dispute so that such grievance or dispute can be properly presented to the Employer.

3. To attend meetings with Representatives of Management when such meetings are necessary to present and adjust any grievance or dispute.

   Weingarten Rights. An employee will be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, when the meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension, or other disciplinary action with respect to the employee.

4. When the presence of a Shop Steward is desired by an employee for the presentation of a grievance, the employee may request his designated representative to send for his Shop Steward as soon as reasonable.

D. Subject to Federal Security Requirements, duly authorized representatives of the Union shall be permitted access to the property in order to meet with employees or management and given authority to enter the premises of the Employer's facilities during any shift for the purpose of investigating working conditions of members, conferring with Shop Stewards, or assisting in the settlement of grievances arising under this Agreement and to post notices relative to Union activities.

E. Right to Respond: Employees shall have the right to respond in writing to any written disciplinary notices and documentation of employee counseling sessions and shall have that response attached to the relevant material.

ARTICLE XXII
DISCIPLINE AND DISCHARGE

A. No employee, after having completed his probationary period, shall be discharged, suspended without pay, or subjected to other disciplinary action without just cause.

B. The Employer will follow the principles of its progressive discipline policies. Prior to discharge for reasons other than dishonesty; theft; drunkenness; drinking on duty; using or being under the influence of a controlled substance; willful misconduct; or participation in a proven, deliberate slowdown, work stoppage or strike in violation of this Agreement; refusing to submit to testing for drug and alcohol pursuant to the Employer's policy; unlawful possession, sale or use of a controlled substance at any time on the Employer's premises; or abusive, serious, improper behavior or discourtesy toward a customer, guest, or coworker; the Employer will first give the employee a disciplinary notice of his unsatisfactory conduct or performance and allow the employee a reasonable opportunity to correct any deficiency.

C. Confessions or Statements. No employee shall be required or coerced by the Employer or by any employee of the Employer to resign, or to sign a confession or statement concerning his conduct. Employees shall be provided with a union representative, upon request, in connection with investigatory meetings that may lead to discipline, in accordance with the United States Supreme Court decision in *NLRB v. Weingarten, Inc.*, 420 U.S. 251 (1975) and the then current interpretation of the rights established by that decision by the National Labor Relations Board.

ARTICLE XXIII
GRIEVANCES AND ARBITRATIONS

A. Grievances may be filed by an employee, or the Union. A grievance shall include any dispute between the Employer, an employee covered hereby, or the Union, involving the interpretation or application of the terms of this Agreement.

B. Where possible, all grievances by employees shall first be presented informally to their Shop Steward, who shall receive such grievances and attempt to adjust them immediately with a designated Employer representative. If an employee has a grievance which is not adjusted in this manner, the Union shall present the grievance in writing to the Employer, within thirty (30) calendar days after the occurrence giving rise to the grievance, or within thirty (30) calendar days of the time the employee or the Union reasonably could have acquired knowledge of the event; otherwise, the grievance shall not be heard or considered. As an exception, all discharge grievances must be submitted by the employee or the Union, in writing, to the Employer, within ten (10) working days after discharge. Written grievances which are not resolved or responded to within ten (10) calendar days after the written grievance is filed with the Employer and the Union representative, may be submitted to arbitration, as provided in this Article, if the Union or the Employer desires to contest the grievance further. Such arbitration shall be available only if written notice is given of the desire to arbitrate the grievance by the Union or the Employer, within fourteen (14) calendar days after termination of the ten (10) calendar-day period, stated above. Time limits contained herein may be extended by mutual agreement between the Employer and the Union.

C. As soon as possible and, in any event, not later than ten (10) calendar days after written notice of the desire to arbitrate is received, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected by requesting the Federal Mediation and Conciliation Service (FMCS) to submit the names of five (5) persons qualified to act as arbitrator. When said list has been presented, the representative of the Union and the representative of the Employer shall each have the choice of rejecting the names of two (2) of these five (5) persons, with the party making the first rejection to be determined by lot, and the remaining or fifth (5th) person shall be selected as arbitrator. The parties may select an arbitrator by mutual agreement.

D. The decision rendered by the Arbitrator shall be final and binding upon both parties. Only grievances involving the interpretation or application of this Agreement are arbitrable, and the Arbitrator shall not have authority to add to, subtract from, or modify, the provisions of this Agreement. Every effort shall be exerted to expedite such arbitration proceedings. Any expense incurred, except the salaries of the parties' negotiators, shall be borne equally between the parties.

E. This Article does not preclude a representative of the Union from settling a dispute involving a contract violation with a representative designated by the Employer.

ARTICLE XXIV
SAFETY PROGRAM

A. The Employer and the Union agree that the Employer and the employees covered under this Agreement shall comply with all applicable safety rules and regulations under Federal, State, and Local statutes including Employer policy and procedures regarding Lockout and Tag-out.

B. The Employer agrees to establish and maintain during the term of this Agreement a Safety Committee which shall meet not less frequently than once per month. Said committee will be established consisting of two (2) members of management appointed by the Employer and two (2) members of the bargaining unit appointed by the Union. Said committee shall be responsible for recommending to management the elimination of hazards throughout the establishment and for the establishment of a continuing safety program for all employees which meets the requirements of the Occupational Safety and Health Administration (OSHA) and shall discuss safety and health issues related to work performed by employees in the bargaining unit which have been submitted by bargaining unit members.

ARTICLE XXV
JURY DUTY

A. The Employer agrees to pay the difference between Jury Duty pay and the employee's straight time hourly base rate for all regularly scheduled hours missed from work when called for Jury Duty.

B. Full-Time employees actually serving on Jury Duty shall receive the difference between their straight-time weekly basic pay and the amount received while on Jury Duty. They will be expected to work their regularly posted schedule on days when the jury is not in session. Proof of Jury service and payment therefore is required.

C. Jury Duty pay shall not exceed ten (10) working days in any one (1) calendar year.

ARTICLE XXVI
STRIKES AND LOCKOUTS

The Union agrees not to engage in any strike, sympathy strike, slow-down or interruption of work during the term of the Agreement. There shall be no strike, sympathy strike, work stoppage, or interruption in protest of any decision of an Arbitrator. The Employer agrees not to engage in any lockout during the term of this Agreement.

ARTICLE XXVII
SAVINGS CLAUSE

A. If any provision in this Agreement is found to be in conflict with any Federal, State, or Local statute, the remaining provisions of the Agreement shall remain in full force and effect.

B. The Employer and Union agree that should any portion become in conflict with Section A of this Article, both parties shall meet and confer over changes to the affected Article(s) or Section(s).

ARTICLE XXVIII
DUES DEDUCTION

The Employer will check-off and remit to the Union monthly dues and initiation fees of employees who have executed and furnished to the Employer payroll deduction authorization in the form of Exhibit I, attached to the Agreement, which by this reference is made a part hereof. The Union agrees to indemnify, defend and hold harmless the Employer and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from the Employer's compliance with this dues deduction provision and from any alleged failure on the part of the Union to fulfill its duty of fair representation.

ARTICLE XXIX
SUCCESSORSHIP

This Agreement embodies the entire agreement between the Employer and the Union, and shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. No provision shall be construed in any manner so as to restrict the Employer from the complete operation and management of its business and plants or in the direction of the working forces or to exercise any other lawful right. The Employer in the exercise of its rights, however, shall observe the provisions of this Agreement.

ARTICLE XXX
TERM OF AGREEMENT

This Agreement shall be in full force and effect from November 1, 2024, through and including October 31, 2027, and from year to year thereafter, subject to amendment or modification affecting changes and conditions of employment; it being understood that either party wishing to amend or to terminate this Agreement shall give the other party written notice sixty (60) days prior to October 31, 2027, that changes are desired.

FOR THE EMPLOYER:

ABM INDUSTRY GROUPS, LLC
Covering: NASA JET PROPULSION LAB (UNIT B) located at
4800 OAK GROVE DR., PASADENA, CA 91109

Curtis Van Buskirk
Vice President, Engineering

FOR THE UNION:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501, Including its Subordinate Branches, AFL-CIO

Benjamin Luis Ramirez
Business Representative

Thomas O'Mahar
President

Edward J. Curly
Business Manager and
General Vice President

EXHIBIT I

PAYROLL DEDUCTION AUTHORIZATION FORM
ABM INDUSTRY GROUPS, LLC

I, the undersigned, a member of the International Union of Operating Engineers, Local 501, AFL-CIO, hereby request and voluntarily authorize the Employer to deduct from my wages or compensation due me, the regular monthly, initiation fees, re-initiation fees and assessments uniformly applicable to the members in accordance with the Constitution and Bylaws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the Employer and the International Union of Operating Engineers, Local 501, by certified mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as herein provided.

Name: _____
(Please print)

Signature: _____

Date: _____