

COLLECTIVE BARGAINING AGREEMENT

between

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 49**

and

ABM WINDOW CLEANERS

July 1, 2009 – April 30, 2012



TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1- NON-DISCRIMINATION/NON HARRASSMENT	2
ARTICLE 2 - SCOPE OF UNION RECOGNITION.....	2
ARTICLE 3 - TERMS OF UNION EMPLOYMENT	3
ARTICLE 4 - EMPLOYER RIGHTS	4
ARTICLE 5- UNION RIGHTS	5
ARTICLE 6 - NO STRIKE - NO LOCKOUT	7
ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE	7
ARTICLE 8 - DISCIPLINE STANDARDS	11
ARTICLE 9- CONDITIONS OF WORK	12
ARTICLE 10- SAFETY	14
ARTICLE 11- INDUSTRIAL INSURANCE	16
ARTICLE 12- SENIORITY	16
ARTICLE 13 - CLASSIFICATIONS OF WORK.....	17
ARTICLE 14 - WAGES	18
ARTICLE 15 - WORK RELATED TRAVEL REIMBURSEMENT.....	18
ARTICLE 16- BIDDING ACCOUNTS CURRENTLY UNDER AN SEIU LOCAL NO. 49 AGREEMENT	189
ARTICLE 17- SICK LEAVE	20
ARTICLE 18- HOLIDAYS	21
ARTICLE 19- VACATION	22
ARTICLE 20 - LEAVES OF ABSENCE	23
ARTICLE 21- HEALTH AND WELFARE BENEFITS	27
ARTICLE 22 - PENSION	29
ARTICLE 23 - NO COMPETITION.....	30
ARTICLE 24 - SUBCONTRACTING.....	31
ARTICLE 25 - CONTRACTING	31
ARTICLE 26 - MOST FAVORED NATIONS	32
ARTICLE 27 – PRIVACY RIGHTS; IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)	32
ARTICLE 28 – UNION MERGER, REORGANIZATION OR CONSOLIDATION	32
ARTICLE 29 - SEPERABILITY.....	33
ARTICLE 30 – TERMS OF AGREEMENT.....	33

AGREEMENT

This Agreement between ABM Janitorial Services (hereinafter designated as the Employer) and Service Employees International Union, Local No. 49 (hereinafter designated as the Union) affiliated with Service Employees International Union, CTW.

ARTICLE 1- NON-DISCRIMINATION/NON HARRASSMENT

Neither the Employer nor the Union shall discriminate against any employee in the Bargaining Unit on account of race, color, religion, national origin, political belief, sex, age, Union activity, marital status, citizenship, mental or physical disability, sexual orientation or any other status protected under applicable local, state or federal civil rights laws and regulations.

It is the intent of the Employer and Union that all employees work in an environment where the dignity of each individual is respected. Harassment because of an individual's race, color, religion, national origin, political belief, sex, age, Union activity, marital status, citizenship, mental or physical disability, sexual orientation or any other status protected under applicable local, state or federal civil rights laws and regulations is unacceptable.

ARTICLE 2 - SCOPE OF UNION RECOGNITION

Section 1. Union Recognition:

The Employer recognizes the Union as the sole collective bargaining representative for all persons that come under the classifications of work under this Agreement or who perform the duties of those classifications, within the Union's jurisdiction, of Columbia, Clackamas, Multnomah and Washington Counties in Oregon and Clark County in Washington.

ABM Window Crew will have exclusive jurisdiction over Vancouver special projects crew (Master Janitorial Contract) for all exterior windows three stories or taller. Also, ABM Vancouver will not assign more than 115 hours of window cleaning work to the special projects crew (Master Janitorial Contract) per month.

ABM Window crew members will not refuse any other tasks to be performed while at a site to window clean provided that there is no pay reduction for working below grade.

Section 2. Classifications Not Covered:

A. This Agreement does not apply to supervisors, professional, office/clerical employees, confidential employees and guards as defined by the NLRB, or any other job title not specifically identified in this Agreement.

B. This Agreement does not apply to any individual who has been placed in the Employer's management training program and has not successfully completed such program. The Employer agrees to notify the Union of such individuals and their training period.

ARTICLE 3 - TERMS OF UNION EMPLOYMENT

Section 1. Indemnification:

The Union shall indemnify the Employer and save it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of this Article or in reliance upon any authorization form, list or information which shall have been furnished by an employee or the Union to the Employer.

Section 2. Union Security:

It shall be a condition of employment that all employees currently covered by this Agreement and those hired on or after its effective date shall, not later than the thirty-first (31st) calendar day of employment or following the effective date of this Agreement, whichever is later, pay in accordance with the Constitution and by-laws of the Union, the initiation fee and periodic dues or fees customarily required by the Union.

When an employee fails to pay such obligations, the Employer shall terminate such employee within fifteen (15) calendar days of receipt of written notice from the Union.

Section 3. Informing New Employees:

The Union shall be responsible for providing sufficient copies of this Agreement and the "New Membership Information" packet to the Employer in order for the Employer to distribute them to new hires. Failure of the Union to provide sufficient copies of this Agreement and the "New Membership Information" packet shall mean new hires shall not receive a copy of this Agreement and the "New Membership Information" packet.

The Employer will facilitate an initial meeting between new bargaining unit members and a Union Representative or Union Steward regarding the collective bargaining agreement and other representational issues, when possible this will be done in conjunction with an initial orientation period or in conjunction with a safety or other training session. The parties agree that such meetings are on non-work time for all participants.

Section 4. Membership and Payroll Authorization:

A. Authorization Forms:

The Employer shall present new employees with a payroll deduction authorization and membership form(s), which shall be supplied by the Union. Employees electing to contribute additional contributions to the Committee on Political Education(COPE) shall require a separate authorization for this deduction. The Employer shall be the agent for receiving such monies and the deduction of such monies by the Employer shall constitute payment of such monies by the employee. In cases where the Employer has not submitted a payroll dues authorization form from an employee and did not report the matter to the Union within thirty-one (31) calendar days of the date of hire, the Employer will be liable for the amount of the deduction.

If the Employer fails to appropriately deduct dues, the Employer will notify the affected employees and the Union of the error and, if possible, the Employer will correct the error in the employee's next paycheck.

B. Monies Deductible:

Upon notice of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee all the applicable Union dues, fees, initiation and COPE contributions. Monies so deducted shall be transmitted/postmarked to the office of the Union on or before the fifteenth (15th) calendar day of each month and shall be accompanied by a list of the employees and the amount deducted. **Late payments will be assessed a fee of one percent (1%) per month.**

C. Rates

The Union shall notify the Employer of the amounts that are to be deducted from the employee for all dues, fees, initiations, and COPE contributions. **Employer will not be required to make estimates of future earnings or other calculations calling for interpretations by Employer.** The Union will provide no less than **forty-five (45)** calendar days notice to the Employer prior to adjustment of the Union rates.

Section 5. Information on Membership and Work Sites:

The Employer's remittance of monthly dues shall be accompanied by a list showing employees' names, social security numbers, dates of hire, amounts deducted, wage rates, hours worked and work location **(if in code, the Employer will provide a legend).**

Section 6. New Union Contract Hiring:

When the Employer takes over the servicing of an establishment that previously was not being serviced by a Union contractor and the Union can demonstrate that the changeover of contractors was a direct result of the Union's organizing efforts, the Employer shall hire the employees of the previous contractor or other Union referrals. Workers hired under this provision shall be considered new hires and are subject to the Employer's hiring procedure, including determining qualifications during the probationary period of employment:

ARTICLE 4 - EMPLOYER RIGHTS

The employer shall have the sole and exclusive right to manage, direct and operate its business, except where expressly limited under the terms of the agreement or by the provision of applicable law.

The employer shall have the right to:

1. Determine the scope and nature of its business operations;
2. Hire and fire employees under its supervision;
3. Manage and direct its workforce;
4. Increase or reduce its workforce in its discretion as sound business judgement dictates;
5. Assign, promote or demote employees under its supervision;
6. Lay off employees due to a lack of work;
7. Enact work rules and regulations.

Notwithstanding the enumerated rights stated above, the Employer has certain residual rights that have not been ceded or limited by virtue of their omission. **However, this in no way relieves the**

Employer of its ongoing duty to bargain during the term of this Agreement on all mandatory subjects of bargaining (wages, hours and working conditions) that are not otherwise addressed in a specific provision of this Agreement.

ARTICLE 5- UNION RIGHTS

Section 1. Bulletin Boards:

The Union may create and maintain bulletin boards **on Employer's property in an area frequented by employees.** The Union will pay for, install and maintain this bulletin board.

A. Size and Placement:

The bulletin boards shall not exceed six (6) square feet. One bulletin board may be placed in an area frequented by employees. The bulletin boards will be placed to be viewed by employees without obstruction. Further, with the exception of Section 1 C 3 of this Article, the Employer shall not take action that results in the obscuring, removing, or censoring of bulletin boards.

B. Content:

1. Authorization Process:

All information and materials must be reviewed and initialed by the staff or a steward of the Union prior to being posted.

2. Posting Removal:

Any unauthorized posting must be immediately reported to the Union. The Employer has the right to remove immediately any unauthorized posting and will send, via facsimile, a copy of the removed posting to the Union within twenty-four (24) hours of removal.

3. Content Restrictions:

To promote trust and mutual respect in the workplace, the Union shall not post material which:

- a. Has derogatory or defamatory information regarding the Employer, customer or co-worker; or
- b. Has information that is patently false; or
- c. Inflames employees against each other; or
- d. Directly solicits the Employer's customer to abandon the services of the Employer; or

Section 2. Rights of Enforcement:

A. Access to the Workplace:

A duly authorized Union representative shall be permitted at the Employer's work sites to investigate grievances and observe the Employer's administration of this Agreement. In

recognition of the Employer's customer's security requirements, written arrangement must be made by the Union with the Employer at least twenty-four (24) hours in advance **if the Union representative is entering a customer's building**. Arrangements with the Employer must be made above the work site supervisor level.

A request made by the Union with less than twenty-four (24) hours will not be unreasonably denied.

The Union representative shall meet with employees and the shop steward in designated non-work areas and during the employees and shop stewards regularly scheduled breaks.

Upon arrival at **a customer's** work site, the Union representative will check-in with the site supervisor or other designated Employer representative. The Union representative will also contact the site supervisor or other designated Employer representative upon conclusion of their visit.

The Union recognizes that the customer's security requirements may require the Employer's supervisor **or other designated Employer representative** to escort the Union representative during their visit.

Also, the Union recognizes that the customer's security requirements may prevent the Union representative to be at the work site. In such instances, the Union and the Employer will establish an alternative location.

B. Access to Records:

Upon request from a duly authorized Union representative, the Employer agrees to provide records for the purpose of substantiating claims of the aggrieved employee or the Union in the next business day, unless the documents are privileged or not relevant. Any dispute over release of documents shall be resolved by the expedited arbitration procedure.

C. Stewards:

The Employer agrees to recognize Union stewards who are designated by the Union. The Union shall supply the Employer in writing, and shall maintain with the Employer on a current basis, a complete list of all authorized Job Stewards, together with the designation of the group of employees each is authorized to represent. There shall be no retaliation against stewards for Union activity. The Shop Steward shall not interfere with the management of the Employer's business nor shall they direct the work of any employee. The shop steward may consult with the Employer and employees regarding the administration of this Agreement.

The Shop Steward will depart their work area to engage in the administration of this Agreement only with the prior permission of their direct supervisor. When requesting permission, the steward will inform the supervisor of the purpose for their absence, the party or parties with whom they wish to meet, and the expected duration of their absence. The Employer will attempt to accommodate the needs of the shop steward in accordance

with the intent of this Agreement. Upon completion of their functions, the shop steward will contact their direct supervisor and promptly report back to work.

Shop stewards will have super seniority in case of layoffs, as noted in Article 12 Section 1 C.

Section 3. Union Jurisdiction:

No employee shall be required to do any work coming under the jurisdiction of another International Union affiliated with the AFL-CIO or CTW. The union will notify the employer in writing of any such violation and will work with the employer towards a solution.

ARTICLE 6 - NO STRIKE - NO LOCKOUT

There shall be no strikes or lockouts indulged in by either party during the duration of this Agreement. In the event of any violation of this Article, the violating party, whether it be the Union or the Employer will, in good faith and without delay, publicly disavow the violation and attempt to bring about a quick termination of the violation.

It shall not be a violation of this Agreement and it shall not be cause of disciplinary action for any employee covered by this Agreement to refuse to go through or work behind any picket line established because of a strike authorized by the Northwest Oregon Labor Council, AFL-CIO or CTW.

Employees who refuse to go through or work behind an authorized picket line may be given work at alternate sites. Employees must contact the designated Employer representative for possible work assignment.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Purpose:

Grievances are defined as disputes arising between the Employer and Union solely with respect to the application of the terms of this Agreement. The grievance procedure is not intended as a substitute for communication and problem solving in the workplace. All employees will take an active role in problem solving with their supervisors and management whenever possible.

The Employer and S.E.I.U. Local 49 shall encourage employees to contact the Employer's Human Resources or Payroll staff to respond directly to questions or concerns. The Employer agrees to establish regularly scheduled monthly meetings, if necessary, with the Union to review all open issues. **The Union agrees prior to hand-billing, demonstrating or engaging in other direct action to attempt to informally resolve issues with the Employer.**

It is understood that the Employer shall have the right to continue to implement any action which is the subject of a grievance under this section during the time the grievance and arbitration process is underway.

Section 2. Format to File a Grievance:

All grievances shall be referred in writing and signed by the employee prior to the grievance moving to Step 2. Grievances shall include the following:

- A. The date the grievance was filed;
- B. Name of the employee;
- C. The facts upon which the grievance is based (i.e.: what occurred, who was involved, when and where it occurred);
- D. Reference to the section of this Agreement alleged to have been violated; and
- E. The remedy sought.

Section 3. Steps Prior to Arbitration:

For disciplinary and discharge issues, the date of the notice shall be regularly considered the date when the employee was aware of the occurrence. For wage claim issues, the date of the receipt of the check shall be regularly considered the date when the employee was aware of the occurrence. Any delay in the Union filing the grievance in the proper format will reduce the grievance filing timeline. Any delays in work site access will equally extend the grievance filing timeline(s). All settlements agreed to by the employee, Employer and the Union shall be considered final and binding and the grievance process shall end.

Step 1 – Informal Complaint

Except in the case of a discharge, the affected employee will informally discuss any complaint under the contract with his/her supervisor, prior to filing a formal grievance, unless the issue involves the employee's relationship with his/her supervisor.

Step 2 – Formal Grievance

Grievances must be submitted in writing to the Employer within twenty-one (21) calendar days from when the employee is aware of the occurrence. (The 21 days starts on the day following the day that the employee is aware of the occurrence.) The employee and Union representative will meet with the Employer representative within fourteen (14) calendar days of receipt of the grievance. The Employer shall give its response to the grievant and/or Union representative within fourteen (14) calendar days after the Employer's receipt of the grievance. All settlements between the Employer and the Union at this step shall be considered non-precedent setting resolutions.

Step 3 – If the grievance is not resolved at Step 2, it must be submitted in writing to the Employer no later than fourteen (14) calendar days from the date of receipt of the Employer's response.

The Employer's representative shall meet the Union representative and the employee within fourteen (14) calendar days of the Employer's receipt of the grievance at this step and attempt to resolve the grievance. The Employer and the Union may invite advisory personnel or witnesses to be present at this meeting. Time spent as advisory personnel or witness shall not be construed as working time

under the provisions of this Agreement if done during non-working hours. The Employer representative shall give its written response to the Union representative within seven (7) calendar days after the meeting.

C. Option for Mediation:

In the event that the Parties are unable to resolve the dispute at the Step 2 level, upon mutual agreement, within five (5) business days the Parties may refer the grievance in writing to Mediation. The parties then have ten (10) business days to meet to resolve the grievance at this level. A mutually acceptable mediator will be selected, and reimbursed equivalent to the terms of Section 4 subsections B and C, of this Article.

Section 4. Arbitration:

A. Use of Arbitrator:

If any grievance is not settled on the basis of the foregoing procedures, or by mutual agreement of the parties without going through the step process, the aggrieved party may submit the issue to arbitration within **fourteen (14) calendar** days or the grievance is waived.

B. Selection of Arbitrator:

Within **fourteen (14) calendar** days of referral to arbitration, a list of five (5) arbitrators from the Portland, Oregon metropolitan area shall be requested from the Federal Mediation and Conciliation Service. Within **five (5) calendar** days from receipt of such list of arbitrators, the Union and the Employer, in that order, shall select the arbitrator by alternatively striking a name from the list until one (1) name remains as the chosen arbitrator.

C. Payment of the Arbitrator:

The arbitrator's pay and his/her incidental expenses of the arbitration shall be borne equally by the Union and the Employer. However, each party shall separately bear the expense of presenting their own case.

D. The Decision of the Arbitrator:

The Arbitrator shall not, without specific written agreement of the Employer and the Union with respect to the arbitration proceeding, be authorized to add to, detract from, or in any way alter the provisions of this Agreement.

The Arbitrator is only authorized to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

The Arbitrator shall render a decision as promptly as possible and in any event, within thirty (30) calendar days of the hearing or receipt of briefs. The Arbitrator's decision shall be final and binding.

Section 5. Expedited Arbitration:

In the event that the parties are unable to resolve any dispute concerning this Agreement, the issue may be submitted to Expedited Arbitration upon written agreement of both parties. **The parties agree to follow the expedited arbitration rules of the American Arbitration Association, as they relate to items not discussed in this section.**

The parties shall notify the Arbitrator of their intent to have the issue presented and the Arbitrator shall convene the hearing within ~~five (5) business~~ **seven (7) calendar** days.

Both parties shall present their case before the Arbitrator at that hearing who shall render a decision within twenty-four (24) hours.

Within ninety (90) calendar days of the signing of this Agreement, the parties shall select a mutually agreeable panel of three Arbitrators **(from which to strike names in the event of arbitration under this Section)** whose expenses shall be split evenly between the parties. Each party shall be responsible for the expenses of their own presentation.

Section 6. Waivers:

A. Steps:

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

B. Timelines:

The time limitations specified in the grievance procedure may be waived by mutual consent of the Employer and the Union in writing. If either party fails to respond in writing within the prescribed time limits, the grievances shall be deemed settled in favor of the other party. A waiver of any time limit for grievance procedures shall not constitute a waiver of any other time limitation.

C. 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 agrees to grant a waiver of the time limitations of Section 4 A 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) calendar days from the date of Union dismissal. The Union shall notify immediately the Employer in writing of such appeals and their outcome. The written Union communication shall include the following:

- For Appeals: Employee Name, Date of Initial Union Dismissal, Date of Employee Appeal, and Date of Union Hearing of Appeal.
- For Union Decision on Appeal: Notice of Final Decision.

In cases in which the initial Union decision is reversed, the Employer shall not be obligated for any wage claims from the date of the initial union dismissal to the date of receipt of the Union's final decision.

Section 7. Filing Grievances with Governmental Entities:

All parties agree to exhaust the above defined grievance and arbitration procedure before filing charges with any governmental agency which has jurisdiction over the issue, except as prohibited by law, and except for issues arising under Article 6, No Strike- No Lockout and Article 25, Contracting.

Section 8. Wage Claim Limitation:

Wage claims made by the Union shall not precede the filing date of such grievance by more than thirty (30) days. Wage claims awards may extend forward to the conclusion of the grievance procedure. Pay shall be based on the employee's work schedule for the preceding ninety (90) calendar days. Overtime worked during this period shall not be included in the pay award.

ARTICLE 8 - DISCIPLINE STANDARDS

Section 1 – Probationary Employees

Employees will be considered on probationary status during the first five hundred and twenty-two (522) hours of regular employment.

During the probationary period, employees may be disciplined and discharged without recourse to the grievance procedure. Probationary status may be extended in writing with mutual agreement between the Employer, the employee and Union.

Excluding discipline and discharge, probationary employees are covered under all other terms and conditions of this Agreement.

Section 2. Just Cause

Employees who have completed the probationary period will be subject to discipline according to the principles of Just Cause. **“Just Cause” has been interpreted to include the following guidelines: notice of the Employer’s work rules, a reasonable investigation by the Employer and adequate proof of misconduct or deficiency prior to imposing discipline, fair and equal treatment to all employees a level of discipline appropriate for the offending behavior and progressive discipline. Some behaviors justify verbal and written warnings at the first offense, others justify higher levels of discipline including suspension or even termination. The parties have attempted to outline below the instances which would justify different levels of discipline.**

Section 3. General Offenses:

Employees may be disciplined for repeated unsatisfactory work performance, repeated tardiness, repeated absences, refusal to perform assigned work (except for personal or family emergency), insubordination or violation of standards of behavior reasonably expected of employees for which the Employer determines disciplinary action to be appropriate. The foregoing list of causes sets forth examples only, and is not intended to exclude other reasonable causes for disciplinary action.

Section 4. Serious Offenses:

Examples of serious offenses that may result in immediate suspension or termination include, but are not limited to, falsification of Employer records, theft, threatened or initiated use of violence, on the job possession of non-prescription drugs or alcohol, reporting to work under the influence of alcohol or illegal non-prescription drugs, duplication of keys, possession of knives **with blades exceeding three inches**, firearms and explosives, disclosure of terms and conditions of work (with the exception of union sanctioned activities), working for another company while on leave **when such work is inconsistent with the purpose of the leave**, violation of security requirements and job abandonment. The foregoing list of serious offenses sets forth examples only and is not intended to exclude other serious causes that might result in immediate suspension or termination.

Section 5. Documentation:

The Employer will provide the employee with a copy of their warning, suspension or termination notices at the time of disciplinary action. The employee shall sign the document indicating he/she received it. Failure of the employee to sign the warning, suspension or termination notice shall be noted by the Employer. A copy of such statements shall be provided to the Union upon request.

Section 6. Personnel File:

Upon request by employee, the Employer agrees to give copies of all evaluations to employees and allow employees to see their personnel files. Employees have the right to add comments to their evaluations or discipline notices.

ARTICLE 9- CONDITIONS OF WORK

Section 1. Hours of Work:

For the purposes of determining holiday and vacation benefits only, eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work.

No window cleaner will be called to work for less than four (4) hours in any one (1) day. There shall be no split shifts.

Unless otherwise directed, Employees are to regularly remain on their last assigned job until twenty (20) minutes prior to the end of their shift. Travel time between work locations including the shop shall be paid as time worked. Travel time from home to work and from work to home do not count towards time worked.

Section 2. Overtime:

All work in excess of forty (40) hours within the Employer's seven (7) day work week, or eight (8) hours per day, shall be paid at the rate of time and one-half (1 ½). All Saturday and Sunday work shall be paid for at the rate of time and one-half (1-1\2).

Overtime will be offered in order of seniority, with the most senior employee holding the right of first refusal. However, overtime of two hours or less at the end of a regular shift may be assigned to an employee out of seniority order, in order for that employee to finish

their work at the work location they were assigned to that day. In case of an emergency situation, employees will be called in seniority order, however, the first employee to respond will be offered the overtime.

The Employer and employees may agree to a schedule of 10 hours per day as an option. **In this case,** overtime will be paid after 10 hours per day or after 40 hours per work week.

Union and collective bargaining leave are not hours worked for the Employer and therefore are not included in the calculation of overtime pay for the Employer.

Employees have the right to refuse to work overtime, providing they do so in advance and in writing to the Employer.

The Employer will not reduce or reorganize regularly scheduled hours to avoid the payment of overtime.

Section 3. Adjustment Period Requirements:

The Employer must provide forty-eight (48) hours notice of continuous non-working time for the employee to adjust to any shift changes. Such non-work time requirements shall not reduce an employee's paid time.

Allocation of off-shift cleaning shall be based first on Employees qualified to perform the work required, secondly, employees indicating preference for the required shift and thirdly based on Seniority as described in Article 12.

Section 4. Breaks:

Employees are entitled to one (1) fifteen (15) minute break period with pay for each four (4) hours of work, or major portion thereof. The Employer may not assign a meeting or task during break time.

Section 5. Workload Protection:

During the training period of a new employee with a journeyman window cleaner, there will be a reasonable reduction of workload.

In case of equipment hazard, failure, or replacement if the employee has reasonably notified the Employer of the situation, the employee shall not be responsible for any resulting slowdown or the failure to complete regular or assigned tasks due to any delays in repair or replacement. There shall be no unreasonable increase in the established workload. There shall be no increase in workload or decrease in compensation due to the enactment of this Agreement.

Section 6. Equipment:

Employees shall not be obligated to furnish any equipment to perform his or her duties and are encouraged to make equipment purchasing recommendations to the Employer.

The Employer will provide one pair of company approved shoes per year, if needed based on Employer discretion. Rain gear will be provided on an as needed basis by the Employer. Shoes and rain gear are to be left at the ABM office at the end of each work day.

Section 7. Accidental Damages:

Employees shall not be liable for accidental loss or damages to the Employer's or customer's equipment or property.

Section 8. Courtesy:

Courtesy in day to day communications between employees, supervisors, customers and managers of the Employer should always be present in Employer and employee relations. Employees, supervisors, and managers should treat each other with dignity and respect. **The terms of this provision with respect to the Union shall be consistent with the provisions of Section 8(b)(1) of the National Labor Relations Act.**

Section 9. Extreme Weather

An employee unable to arrive to work and/or regularly call in to the Employer due to extreme weather (e.g. ice storm) shall not be held responsible for such situations. Employees may be required to provide proof of such extreme weather conditions prohibiting their ability to report to work.

Section 10. Direct Deposit

All Employers who provide direct deposit of employee paychecks, for any of its employees, will make this option available to employees under this contract, unless the Employer is technically unable to do so. In the situation of system incapacity (such as salaried versus hourly status), the Employer will advise the Union annually of a projected date for being able to accommodate direct deposit.

ARTICLE 10- SAFETY

Section 1. Safety Compliance:

The Employer shall follow all State and Federal safety guidelines, provide all needed equipment to comply with such guidelines, and assign work so as to safeguard the health and safety of all employees. To that end a window cleaner employee who volunteers and is confirmed by his or her peers shall serve on the employer's safety committee.

Employees shall immediately report on-the-job injuries to their supervisor.

Section 2. Safety Training:

The Employer will provide safety training to all new employees. The safety training will include all safety precautions specific to the area(s) where the employee will be assigned, including biohazard training if applicable to the employee's work assignment.

All safety training or meeting time shall be paid and not reduce the employee's break or lunch periods.

When safety training or meetings intrude into regular work time, except when overtime is required, the employee shall not be responsible for failure to complete assigned tasks. In such cases, when possible the Employer will schedule the work to reasonably accommodate the transportation and childcare needs of workers.

Section 3. Drug Testing:

The Employer reserves the right to establish any lawful policy concerning employee use, possession or transfer of alcohol, controlled substances or drugs as a condition of employment. **Drug and/or alcohol testing will not, however, be conducted randomly unless required by law. In the event of a positive drug or alcohol test, a second test will automatically be conducted, consistent with the federal workplace standards.**

Section 4. Recycling:

The Employer shall not obligate an employee to sort through trash to recycle or otherwise recover material unless it is in a clean and safe process.

Section 5. Stairs:

Employees shall not be assigned to use the stairs to transport supplies, carts or heavy equipment without the assistance needed for safety.

Section 6. Safety from Crime and Violence:

All employees have the right to work in safety from crime and violence. The Employer will investigate and take any available and appropriate action to protect the security of employees, customers and the general public. The Employer and Union agree that the definition of violence includes threats (either verbal or behavioral) and the violent act itself.

Examples of verbal threats may include, but are not limited to language that is abusive, insulting, intimidating or expressing an intent to hurt, punish or inflict injury to co-workers, supervisors, management, customers and the general public.

Examples of behavioral threats may include, but are not limited to actions that indicate imminent danger or harm to co-workers, supervisors, management, customers and the general public.

When hours of work require employees to arrive at or depart from worksites between the hours of 9:00 p.m. and 6:00 a.m., as a safety precaution the Employer will make a good faith effort to secure onsite parking at no cost to the employee.

Section 7. Access to Water

The Employer recognizes the physically demanding nature of window cleaning work and the need for employees to remain hydrated for their health. Accordingly, employees are allowed to carry water bottles in approved containers, to drink from customer faucets or water fountains in public areas. Employees are not, however, authorized to drink from customer supplies of privately purchased water (bottles, filtration systems, etc.).

Section 8. Use of Personal Vehicles

Employees will not be required to carry trash or chemical cleaning supplies in their personal vehicles.

ARTICLE 11- INDUSTRIAL INSURANCE

The Employer will furnish worker's compensation insurance and the Employer shall pay the premiums.

ARTICLE 12- SENIORITY

Section 1. General Rules:

A. Beginning Date:

1. Part time, full time, probationary, on-call, and other employees covered by this Agreement earn seniority on an equal basis.
2. An employee's seniority date is the date of hire with an Employer or, in case of successorship with an SEIU contractor, the hire date at a Union job location or route, whichever is longer. Proof of successorship shall be supplied by the Union in writing. Further, in the case of successorship, said seniority date of employment shall be used solely to determine eligibility for wages and benefits.
3. For employees who are hired on the same date, the hours worked would determine seniority (i.e. the most hours would be most senior).

B. Application:

Provided the employee is qualified to perform the work, the most senior employee shall have the right of first refusal, priority or otherwise prevail in the event of regular openings, layoffs (excluding shop stewards), reductions in staff or hours, assignment of overtime, shift scheduling, vacation scheduling and the scheduling of work on holidays, **regardless of classification.**

In order to determine qualifications, the Employer will maintain a spreadsheet listing all employees covered by this Agreement and all tasks that they are qualified to perform.

C. Shop Stewards:

In cases of layoffs, shop stewards shall have "super" seniority in their work location only. Shop stewards shall be last worker laid off and the first worker recalled.

Section 2. Lead Positions:

The Employer will appoint such positions on the basis of merit and ability.

Any employee accepting promotion shall be given no less than two (2) weeks' opportunity to perform the duties of the lead position. An employee who fails to perform the promotional duties or who otherwise elects to decline the promotion within the two (2) week period will be

given the opportunity to return to their previous work **without loss of seniority**. The Employer may not intimidate or retaliate in any way against an employee for refusing to seek or accept a promotion.

Section 5. Layoffs:

A. Notice to Employee:

An employee on layoff shall be given written notice, which shall include instructions on the Employer's return to work policy and the relevant terms of this Agreement.

The employer may not retaliate in any way against an employee on layoff for refusing to accept an opening for work other than window cleaning.

B. Policy: Employees will be recalled from layoff in order of seniority, regardless of classification. If the only available work during a layoff is work that is regularly and exclusively assigned to the foreperson, the foreperson may be recalled out of seniority order. In this case, the foreperson will not be assigned tasks that could be performed by another more senior employee, unless the more senior employee has been offered the available work and has turned it down.

Section 6. Wage Continuation:

For voluntary transfers, the employee shall be paid the wage rate that properly corresponds to their new job.

For involuntary transfers, the employee's wages shall not be reduced unless the employee was being paid above Union scale, or unless mutually agreed to by the Employer and the employee.

ARTICLE 13 - CLASSIFICATIONS OF WORK

Section 1. Classifications of Work:

A. Low:

1. Low Exterior and Interior Window Cleaning:

All exterior window cleaning less than thirty-two (32) feet above ground, including with the use of a ladder or pole less than thirty-two (32) feet above ground. This classification of work does not include the use of mechanical or motor driven lift equipment. All interior window cleaning. Any entryway glass, door glass, partition glass, and re-lite glass while using the tools of the trade (e.g. a ladder over six (6) feet or a squeegee over twelve (12") inches.)

B. High:

1. High Exterior Window Cleaning:

All exterior glass cleaning more than thirty-two (32) feet above ground. This classification of work does include the use of mechanical or motor driven lift equipment.

C. Foreperson:

Forepersons may be involved in training, quality control, and communication with building management. Forepersons must regularly work with the tools of the trade. No portion of this sub-section will override any aspect of the Apprenticeship Program as defined in Article VII, Section 11.

Section 2. Ratio of Apprentices to Journeymen

A ratio of one (1) apprentice shall be allowed to each ~~five (5)~~ **three (3)** journeyman unless there are no qualified employed, unemployed and/or laid off journeyman available and willing to work.

Section 3. Working Out of Classification:

Employees shall not refuse to perform work temporarily out of classification provided that the employee is qualified to do the work.

A. Above Classification:

Employees assigned to perform work temporarily above their regular classification (e.g. from apprentice to journey) shall be paid on the basis of the respective classification. Employees must work no more than one hour in such classification per pay period to receive the premium pay.

B. Below Classification:

Employees assigned to perform work below their regular classification (e.g. from window cleaner to janitor) shall not receive any decrease in pay.

ARTICLE 14 - WAGES

Section 1. Window Cleaner pay scales:

07/01/06 – 4/30/07: These scales are based on hours worked.

	<u>Start</u>	<u>2088</u>	<u>4176</u>	<u>6240</u>
LOW:	\$13.50	\$14.05	\$15.05	\$17.05
HIGH:	\$14.45	\$15.50	\$16.60	\$18.30

5/1/2010 and 5/1/2011: Add \$.50 to both the low and high scales every year.

Section 2. Limited Journeyman:

Window cleaners hired after May 1st 1997, who are not qualified, willing and able to perform chair work will be eligible to receive a maximum of ninety-five (95%) of the journey rate.

ARTICLE 15- WORK RELATED TRAVEL REIMBURSEMENT

Section 1. Mileage Reimbursement:

A. Rate:

Employees who use non-Employer-owned vehicles in performance of duties for the Employer shall be reimbursed in accordance with the IRS guidelines.

B. Provisions:

1. Distance Paid:

Mileage shall not be paid for the distance from home to the first work location, nor from the last location of work to home. Mileage shall be paid for the distance from the first work location to the last work location.

2. Mileage Log:

Mileage must be recorded on the employee's timecard or a special log, as required by the Employer.

3. Pay Period:

At the minimum, mileage shall be paid monthly according to the Employer's payroll procedures.

Section 2. Time:

A. Route Work Travel Time:

All travel time between work locations shall be paid as time worked for employees who are required to move from location to location to location in the course of performing his/her work.

B. Overnight Travel:

All travel time shall be paid as time worked and all accommodations and meals will be paid for by the Employer when the employee is assigned to stay at a location overnight by the Employer.

**ARTICLE 16- BIDDING ACCOUNTS CURRENTLY UNDER AN
SEIU LOCAL NO. 49 AGREEMENT**

Whenever the Employer bids or takes over the servicing of any job location where the present employees are working under the terms of a Collective Bargaining Agreement to which the Union is a signatory, the Employer will bid according to the wage scale and fringe benefits contained in such existing agreement, and the Employer will continue to provide such wages and fringe benefits according to the pre-existing Collective Bargaining Agreement in the event the Employer takes over the servicing of the account.

The outgoing Employer will notify the Union at least fifteen (15) calendar days prior to the termination of its cleaning contract at a location covered by the Agreement, if possible. The outgoing Employer is responsible for paying all eligible employees for all unused and accrued wages and benefits under this Agreement.

The successor Employer agrees to notify the Union at least fifteen (15) calendar days prior to the start of a new work location covered by this Article, if possible. The successor Employer shall request from the Union the names of workers employed at the location, their anniversary dates and wage rates. The Employer agrees to hire all current employees at the location with no reduction in wage rates, benefits or seniority **if the employees pass all the regular Employer screening criteria and hiring processes. These may include: passing required drug testing, security checks and criminal history screening.**

ARTICLE 17 - SICK LEAVE

Section 1: Earned Sick Leave:

A. Basis for Accrual:

Sick Pay shall be earned based on the employee's average rate of pay.

B. Eligibility:

Sick Pay shall be accrued after the employee has completed the probationary period and has worked for the Employer for six (6) months, then sick days will accrue from the date of hiring.

C. Rate of Accrual:

Window Cleaners will receive three (3) sick days per year.

D. Conditions of Sick Leave:

Vacation time can be used for extended sick leave provided the employee has used their accrued sick leave and can provide documentation from a doctor.

Employees must give two (2) hours notice before the beginning of the shift in order to claim sick leave benefits. The Employer agrees to maintain a call-in system and daily log. The Employee should call the office and the answering service will log the call.

In cases of illness in excess of two (2) consecutive working days a doctor's slip or other acceptable evidence of illness will be submitted by the employee.

Section 2. Payment for Earned Sick Leave:

A. Anniversary Date:

Employees will be compensated in cash for their unused sick leave. Such sick pay is to be paid the second payday after the pay period of the employee's anniversary date of hire. Sick leave can not be carried over year to year.

B. Advanced Sick days:

An advanced sick day shall be approved by employer after employee has cashed out his/her unused sick days, and has not worked enough hours to earn one.

C. Payment on Termination:

Employees who have completed the probationary period and are terminated any time after six (6) months of employment and have given the Employer at least one (1) week's notice shall receive prorated sick pay, effective from the date of hiring, except employees who forfeit sick pay due to reasons stated in subsection C of this Article.

D. Forfeiture:

An Employee terminating or resigning will forfeit their sick pay for:

1. Failure to turn in their ID card, security badge, keys, or uniform;
2. Failure to provide one (1) week's notice;
3. Termination for Just Cause.

E. Withholding:

No more than the regular withholdings shall be deducted from sick pay, unless employee requested an advanced sick day and such sick day is still owed by employee.

ARTICLE 18- HOLIDAYS

Section 1. Observed Holidays:

The following days shall be observed as holidays with pay: New Year's Day, **Martin Luther King, Jr. Day**, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Day after Thanksgiving and Christmas Day.

For the purpose of establishing the holiday date, the date on which a shift begins will be considered the workday.

Employees with two (2) or more years of service will also have their birthdays observed. For such cases the employee shall have the option to request a day off with pay or to work that day with pay in addition to the employees straight time. Birthday pay will be paid based on the average hours of work and average rate of pay.

Section 2. Eligibility:

A. Regular Employees Only:

Employees must have worked continuously for the Employer for a period five hundred and twenty-two (522) hours or more, and must regularly work five (5) days per week to qualify for these terms.

B. Schedule of Work:

Employees must work their scheduled day before and scheduled day after a holiday to receive holiday pay, unless the employee has taken an authorized day of vacation, other paid leave of absence, or has reported ill. In case of illness, reasonable proof will be required. Employees laid off by the Employer up to five (5) business days before a holiday, or laid off the day after a holiday shall be entitled to the holiday pay.

C. Holiday Worked Pay:

No work shall be required on a holiday, however Eligible employees working holidays, in addition to straight time earned, shall be paid at the rate of time and one-half (1 ½) for the time worked by such employee.

Compensated holiday hours are counted as hours worked towards any additional benefits enjoyed under this contract including medical benefits.

D. Holiday Not Worked Pay:

Employees who do not work on a holiday shall receive holiday pay at straight time based on the hours of work usually performed by them and upon their classification rate. Employees who work less than forty (40) hours per week shall be paid prorated holiday pay in accordance with their work schedules for the preceding ninety (90) calendar days.

E. Holiday During Vacation:

Vacation pay will not be used as a substitute for holiday pay if a holiday falls within an employee's vacation. In such instances, the employee will receive holiday pay.

ARTICLE 19- VACATION

Section 1. Earned Vacation:

A. Basis for Accrual:

Vacation pay shall be earned based on the employee's average rate of pay for the previous year.

B. Eligibility:

No vacation shall be accrued until an employee has completed the probationary period and has worked for the Employer for six (6) months, then his / her vacation shall accrue from the date of hiring.

C. Rate of Accrual:

Employees who have one year of continuous employment shall earn five (5) days vacation with pay.

Employees with two to five (2-5) years of continuous employment shall earn ten (10) days vacation with pay.

Employees with six (6) to ten (10) years of continuous service shall accumulate 10 days of vacation and one (1) additional day of vacation, with pay, per year of service.

Employees with eleven (11) to seventeen (17) years of continuous service shall accumulate fifteen (15) days of vacation with pay per year.

Employees with eighteen (18) years of continuous service shall receive twenty (20) days of vacation with pay per year.

Section 2. Payment for Earned Vacation:

A. Anniversary Date:

Employees may elect to be compensated in cash for their unused vacation. Such vacation pay is to be paid the second payday after the pay period of the employee's anniversary date of hire.

B. Payment on Termination:

Employees who have completed the probationary period and are terminated any time after six (6) months of employment and have given the Employer at least one (1) week's notice shall receive prorated vacation pay, effective from the date of hiring, except employees who forfeit vacation pay due to reasons stated in subsection C of this Article.

C. Forfeiture:

An employee terminating or resigning will forfeit their vacation pay for:

1. Failure to turn in their ID card, security badge, keys, or uniform; or
2. Failure to provide one (1) week's notice; or
3. Termination for Just Cause.

D. Withholding:

No more than the regular withholdings shall be deducted from vacation pay.

ARTICLE 20 - LEAVES OF ABSENCE

Section 1. Request for Leave of Absence:

Requests of notifications for leave of absence must be made in writing to the Employer and must comply with State and Federal law.

Section 2. Types of Leave:

A. Illness, Pregnancy, and Family Medical Leave Not Covered by Law:

The Employer will grant an unpaid leave of absence for the employee to recover from accident, illness or pregnancy for a period not to exceed twelve (12) months. When / if the employee is eligible for FMLA leave, this leave time will be deducted from the twelve (12) months.

B. Illness, Pregnancy, and Family Medical Leave Covered by Law:

The Employer will comply with all terms and conditions of the State and Federal Family Medical Leave Acts (FMLA). FMLA leaves may apply for:

1. Leave to care for a family member; or
2. Leave for the Employee's serious health condition; or
3. Leave for the birth, adoption, or placement of a foster child; or
4. On the job injury compensable under workers' compensation if the injury is a serious health condition.

The Employer will, upon notice of an employee taking FMLA leave, provide the employee with a detailed notice of his or her legal rights and responsibilities.

C. Bereavement:

The Employer will grant a leave from work up to five (5) days, only three (3) of which shall be paid, for the observance of a death of an immediate family member. Members in the immediate family are defined as the employee's siblings, children, **grandchildren**, parents, **parents-in-law**, grandparents, spouse or domestic partner, and these relationships are considered equal whether by law or by biological tie. The employee must furnish proof of relationship and death **upon request**.

D. Jury Duty:

Day employees are eligible for jury duty leave **after they have completed 522 probationary hours and** when they are required to act as a juror on a day when the employee is scheduled to work, ~~and notifies~~ **The employee must also notify** the

Employer at least ten (10) **business calendar** days in advance and in writing. Employer shall pay the employee, in lieu of any other compensation received by the employee for jury duty for that day, the difference between the amount of compensation received by the employee during jury duty and the amount of compensation the employee otherwise would have received from the Employer for that day for up to twenty (20) **business calendar** days. For an employee who works less than forty (40) hours per week, jury duty pay shall be prorated in accordance with the employee's work schedules for the preceding ninety (90) days. In order to receive payments under this section, the employee must provide the Employer with timely proof of jury duty service. The Employer reserves the right to request that any employee performing essential services for the Employer be excused from jury duty. **Probationary employees agree to cooperate with the Employer in requesting deferral of jury duty.**

E. Military Service:

The Employer will grant an unpaid leave of absence for the period of time necessary to serve in the Reserve Armed Forces of the United States, **and will comply with all State and Federal military leave laws.**

F. Personal Leave:

For employees who have completed their probationary period and have completed a total of six (6) months of continuous employment, the Employer may grant an unpaid leave of absence for personal reasons for up to thirty (30) calendar days that in the Employer's sole and unrestricted discretion is considered valid. Personal leaves of absence shall not be taken more than once every two (2) years.

With advance notice of three (3) days, except in an emergency, employees will be provided unpaid personal leave to attend school conferences that cannot be scheduled outside the employee's work hours.

G. **ICE** Leave:

The Employer shall grant an unpaid leave to any employee who is absent from work due to court or agency proceedings related to immigration matters and who returns to work within thirty (30) business days. The Employer shall grant a reasonable extension of the period of absence if the request is made within the seven (7) business day period. The Employer will require documentation of appearance at such proceedings.

Section 3. Reinstatement:

A. Time Frame:

1. Illness, Pregnancy and Family Medical Leave Not Covered by Law:

The employee will be placed on the job according to the date referenced in the approved request. If the employee wants to return to work earlier than the approved request, the Employer shall have **seven (7) calendar** days to return the employee to the job.

2. FMLA:

The Employer will comply with Federal and State law.

3. Bereavement and Jury Duty:

The employee will return to the job on the next working day.

4. Military Service, Personal Leave, INS Leave:

The employee will be placed on the job according to the date referenced in the approved request. If the employee wants to return to work earlier than the approved request, the Employer shall have **seven (7) calendar** days to return the employee to the job.

B. Standards:

With the exception of **unpaid** personal leave, the employee shall be reinstated to the former classification, shift, and location even if it has been filled during the employee's leave unless the employee would have been displaced had the leave not been taken. If the position has been eliminated, the Employer must restore the employee to an equivalent available position. If no equivalent job is available at the former job site, then the employee must be restored to an equivalent job at another site within twenty (20) miles.

Section 4. Termination of Employment if Working for Another Company:

Excepting military service, union leave, collective bargaining leave and other instances prohibited by law, an employee who engages in gainful employment without the permission of the employer while on leave shall be terminated from employment.

Section 5. Union and Collective Bargaining Leave:

A. Notice to Employer Prior to Taking Leave:

1. Union Leave: The Union shall provide ten (10) business days notice to the Employer prior to an employee taking Union leave.

2. Collective Bargaining Leave: The Employer shall be notified of the names of such employees and the time off requested for bargaining related activities.

B. Number of Employees on Leave at Any One Time:

1. Union Leave:

No more than **one (1) window crew** employee per shift per site may be on Union leave at a time. Also, no more than one (1) employee on any floor or carpet crew may be on Union leave at a time.

With the exception of vocational rehabilitation contractors and related groups, the Union may withdraw a combination of part time employees whose combined time limits would equal the allowable limits stated above.

The above limitation may be waived by mutual consent of the Employer and Union in writing. The Employer's waiver must be approved above the direct supervisor level.

1. Collective Bargaining Leave

In addition to regular Union leave, during the period of negotiation with the Employer the Union may designate a reasonable number of additional employees

to serve on the negotiating team for collective bargaining. The Employer will not interfere with the employees' ability to participate in collective bargaining, including any preparatory and planning meetings necessary.

C. Duration of Leave:

Union leave may not exceed sixty-five (65) workdays per calendar year per individual. Union leave shall not carry over from year-to-year.

The above limitation may be waived by mutual consent of the Employer and Union in writing. The Employer's waiver must be approved above the direct supervisor level.

D. Employee Return to Work:

1. Employer Notice

Union Leave: The Union shall provide two (2) business days notice to the Employer prior to the employee returning to work.

Collective Bargaining Leave: No notice is required.

2. Assignment:

An employee returning from union or collective bargaining leave shall have the option to return to the same work site, job classification, number of work hours and pay level that continuous employment would have provided.

E. Seniority:

Employees on union and collective bargaining leave shall continue to accrue seniority.

F. Employees Wages, Mileage and Benefits:

The Union shall pay directly to the employee his/her wages and mileage while on Union and collective bargaining leave. **Any withholdings and/or garnishments for which the Union has received proper legal notice will be withheld from employee's pay and/or expenses and paid as required by law.**

In addition, the Union shall compensate the Employer for any employee's accrual of vacation time.

The Union shall pay directly to the Employer a pro-rata share of the employee's monthly benefits according to past practice. Further, the Union shall pay directly to the Employer the appropriate pension contribution for each hour worked under the union and collective bargaining leave.

If the Union fails to make any payment by the fifteenth (15th) calendar day of the month following receipt of billing, a late payment fee of one percent (1%) per month will be assessed.

G. Indemnification:

The Union shall indemnify and hold harmless the Employer from any and all claims for damages in the event of the Union’s failure to make timely payment of wages and benefits to the **employee**.

ARTICLE 21- HEALTH AND WELFARE BENEFITS

Section 1. Identity of Trust

Service Employees International Union Local 49 (“Union”) and Employers signatory to a labor agreement with Union created Service Employees International Union Local 49 Health and Welfare Trust (“Trust”) to provide health and welfare benefits on behalf of employees of signatory Employers.

Section 2. Contribution Amount:

The Employer will pay the actual cost for the health and welfare benefits plus a reasonable administrative fee.

Current contribution:

<u>\$362.91</u>	Medical Insurance
<u>\$ 22.78</u>	Dental
<u>\$ 10.27</u>	Short Term Disability/ <u>Life</u>
<u>\$ 15.93</u>	<u>Administrative Fee</u>
<u>\$411.89</u>	

The Employer will pay all premium increases as determined by the Trust, not to exceed the following amounts:

7/1/09 – 6/30/10: \$424.00

7/1/10 – 6/30/11: \$453.68

7/1/11 – 6/30/12: \$489.94

In the event the cost to provide health and welfare benefits exceeds the rates set forth above, the parties shall apply to the trustees of the SEIU Local 49 Welfare Trust (Trust) for the payment of the excess costs from the Trust's "Surplus" reserve funds. Surplus reserve funds are those reserve amounts as defined in the SEIU Local 49 Master Janitorial Agreement or as determined by the Trustees of Trust.

Section 3. Contribution Due Date

Contributions are due and payable on or before the 10th day of the month following the accumulation of sufficient hours of work to be eligible for benefits from Trust. Contributions not

received by the 20th of the month in which they are due and payable are delinquent. Delinquent contributions shall be assessed interest and liquidated damages in an amount set by the trustees of the Trust.

Section 4. Employer Bound by Terms of Trust Agreement and Acts of Trustees

The Employer accepts as its representatives the Employer Trustees who serve on the board of Trustees of Trust. The Employer agrees to be bound by the terms of the Service Employee International Union Local 49 Health and Welfare Trust, and all past and future lawful acts of its Trustees. The Service Employees International Union Local 49 Health and Welfare Trust Agreement is incorporated herein and made a part hereof. The Employer will receive a copy of the Trust Agreement upon making a request to the administrative manager of the Trust.

Section 5. Eligibility:

An employee shall qualify for benefits at the first (1st) of the month following the fulfillment of the following qualifications.

A. Initial:

An employee becomes eligible for coverage under the health and welfare plan on the first day of the next calendar month after the employee has worked one thousand forty (1040) hours of continuous employment with the Employer.

Employees who have a break in service, defined as being separated from employment within **ninety (90)** days or more, shall be required to re-establish their eligibility.

B. Ongoing:

Also, the employee must have been compensated for one-hundred twenty (120) hours in the previous month with the Employer for coverage in the following month.

C. Prior Union Employer Qualification:

Employees who initially qualify and who transfer within **ninety (90)** days or less between Employers (that are subject to the **Trust**) will have their hours counted toward their ongoing eligibility for health and welfare insurance. Employees must provide proof of hours worked.

Section 6. Dependent Coverage:

A. Employees who choose to pay for such service may obtain health and welfare coverage for (a) dependent(s), subject to the enrollment requirements of the plan(s).

B. Employees who switch to Kaiser Plan C may use the difference in cost between employee-only Kaiser Plan B and Kaiser Plan C to offset the premium cost of adding their dependents.

Section 7. FMLA Continuation:

The Employer shall comply with the provisions of State and Federal Family and Medical Leave Acts.

Section 8. COBRA Continuation:

In case of a qualifying event, the Employer will notify the designated administrator of **the Trust**.

Section 9. Enrollment Information Provided by Employer:

The Employer will distribute to all employees any benefit information and enrollment applications as provided by the **Trust** or their designated administrator. The Employer is responsible for requesting an adequate stock of such documents. All employees shall receive applications and informational packets at the date of hire.

Section 10. Pre-Tax Payment on Premiums:

Employee and dependent premiums may be paid as pre-tax payroll deductions as allowed under IRS Code 125 and in accordance with the **Trust**.

Section 11. Cost Adjustment Timeline:

Cost adjustments for the plans shall go into effect at the date determined by the Joint Trustees of the **Trust**.

Section 12. Plan Options:

The Joint Trustees will determine which plan and carrier options will be available, except in case where the Employer has exercised an alternate plan option under Section 12 of this Article, where different controls apply.

Section 13. Alternate Plan Purchase Option:

The Employer, upon approval of the Joint Trustees of the **Trust**, may select an alternate provider or benefit plan that equals the benefits of the **Trust** plans otherwise in effect. Dependent benefits must be made available at equal or lesser cost to the employee as the plans offered by the Trust, and such benefits must equal or exceed the benefits.

Section 14. Dental and Vision Benefits

The parties agree to provide dental and vision benefits under the SEIU International Union Delta Dental insurance plan, subject to approval of the Trustees. Premiums to cover employee-only coverage will be paid from Employer contributions and surplus SEIU Local 49 Trust Fund reserves as determined by the Trustees. Employees may opt to self-pay for these benefits to cover their spouses, their dependent children or both.

ARTICLE 22- PENSION

Section 22.1 - The Employer is a Signatory to the Service Employees International Union National Industry Pension Fund.

Section 22.2 - The Employer agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund ("Fund") in the amounts specified in Section 4 below.

Section 22.3 - The Employer agrees to become and remain a participating employer in the Fund throughout the term of this Collective Bargaining Agreement, including any extensions thereof.

Section 22.4 - The Employer agrees to contribute to the Fund **the amounts specified in the table below** for each and every compensable hour worked by the employee which includes overtime, paid holidays and vacation.

<u>Starting:</u>	<u>7/1/09</u>	<u>5/1/10</u>	<u>5/1/11</u>
<u>Amount:</u>	<u>\$0.40</u>	<u>\$0.45</u>	<u>\$0.50</u>

Section 22.5 - Contributions required by this provision shall be paid to the Fund on or before the fifteenth day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.

Section 22.6 - The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board.

Section 22.7 - The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retire Income Security Act.

Section 22.8. - The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

ARTICLE 23 - NO COMPETITION

No employee shall contract work on his/her own in competition with the Employer without the written permission of the Employer and the Union. Such permission shall not be unreasonably withheld.

The Employer may immediately terminate an employee who violates the terms of this Article.

ARTICLE 24 - SUBCONTRACTING

The Employer shall not subcontract work performed by members of the bargaining unit except when the:

- Employer lacks special equipment, or tools, skills or straight time hours for performing the work; or
- Location of the work is in a geographical area that cannot be covered effectively by the Employer; or
- Customer has special requirements such as minority or set aside work requirements.

The Employer shall provide to the Union all relevant information to document the validity of such exceptions prior to the start of subcontract work.

For subcontracted work, the Employer will notify the subcontractor of the wages and fringe benefits to be paid to the subcontractor's employees. Fringe benefits are defined as health and welfare and pension contributions.

The Employer shall be held harmless and not liable for a subcontractor's failure to compensate its employees the wages and fringe benefits specified in this Agreement, provided that failure of the subcontractor to provide wage and fringe benefits shall result in termination of the sub-contract within thirty (30) calendar days.

ARTICLE 25 - CONTRACTING

Section 1. No Use of Other Business:

The Employer will not attempt to avoid its obligation under this Agreement through, but not limited to engaging in, or contracting for any bargaining unit work through the use or device of any other business, including but not limited to: a sole proprietorship, partnership, joint venture, corporation or any other type of association.

Section 2. Double Breasting:

To protect and preserve all work performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows:

If the Contractor performs work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity (including a joint venture), wherein the Contractor, through its officers, directors, partners, owners or stockholders exercises (directly or indirectly) management, control or majority ownership (including through family members), the terms and conditions of this Agreement shall be applicable to all such work.

Section 3. Failure to Comply:

The Union may immediately resort to all legal means including remedy or economic action to compel compliance of this Article. In the event that this Article has been violated, the Employer's liability shall include but not be limited to all owed periodic dues and initiation fees, discovery costs, attorney's fees and court fees.

In the event that this Article has not been violated by the Employer, the Union shall pay any economic damages to the Employer and all of the Employer's legal costs, including but not limited to discovery costs, attorney's fees and court fees resulting from wrongful union retaliation.

ARTICLE 26 - MOST FAVORED NATIONS

The Union shall not enter into an Agreement with any maintenance contractor or company with more favorable economic terms within the jurisdiction of this Agreement. The Employer shall be entitled to and shall have the full benefit of any such favorable agreement.

Section 2. Phase-In Exception: Should the Union organize current non-union window cleaning companies to become union, the Union will work with the Employer to ensure that any phase-in agreements do not place the new union company or companies at a competitive bidding advantage.

ARTICLE 27 — PRIVACY RIGHTS; IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)

The Employer shall reinstate to the next available position for which the employee is qualified any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within thirty (30) working days of commencement of the absence. The Employer shall grant a reasonable extension of the period of absence if the request is made within the thirty (30) working day period. The Employer may require documentation of appearance at such proceedings.

ARTICLE 28 – UNION MERGER, REORGANIZATION OR CONSOLIDATION

The Employer agrees that should SEIU Local 49 merge, reorganize or consolidate with another SEIU Local (such as SEIU Local 6, located in Washington State) during the term of this contract, the Employer will recognize the newly merged Local as if it were SEIU Local 49, with all of the rights, duties and responsibilities that it has with SEIU Local 49 just prior to the merger, reorganization or consolidation. In such event, the Employer agrees to amend the name of the union on this collective bargaining agreement to reflect this change without modifying any other provisions of the contract, including but not limited to fully honoring employees' seniority and benefits earned with SEIU Local 49 under the current collective bargaining agreement.

ARTICLE 29 - SEPARABILITY

Should any provision of this Agreement be found by a court of competent jurisdiction to be in violation of law, the remainder of this Agreement shall remain in full effect. Further, the Union and Employer agree to immediately, jointly, revise the portion(s) to comply with the law. If any portion of this Agreement is determined to be in any way contrary to law by a court or otherwise proper governmental agency the remainder of this Agreement will be in full effect. Further, the Union and Employer agree to immediately jointly revise the portion (s) to comply with the law.

ARTICLE 30 - TERMS OF AGREEMENT


Section 1. Duration:

This Agreement shall become effective as of **July 1, 2009** and shall continue in effect until midnight of **April 30, 2012**.


Section 2. Opening for Negotiation:

This Agreement may be opened not more than one hundred and twenty (120) calendar days and not less than ninety (90) calendar days prior to its termination. Notice to open this Agreement must be sent via certified mail by either party.

FOR THE EMPLOYER:

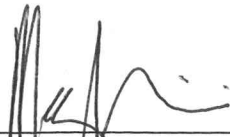


Bill Sparks
Branch Manager
Janitorial Services ABM

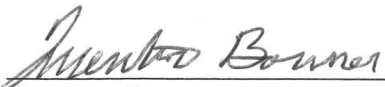


Bill Caisse
Director of Human Resources
Regional Director of Risk Management

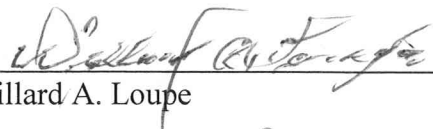
FOR THE UNION:



Meg Niemi
President



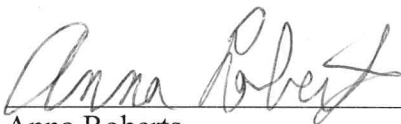
Quenton Bonner



Willard A. Loupe



Maggie Long
Property Services Division Director



Anna Roberts