

# COLLECTIVE BARGAINING AGREEMENT

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*BETWEEN*

**SERVICE EMPLOYEES**

**INTERNATIONAL UNION, LOCAL 49**

*AND*

**ALL STAR FACILITY SERVICES, LLC.**

*APRIL 1, 2010 - MARCH 31, 2014*



**SEIU LOCAL 49** 3536 SE 26TH AVE, PORTLAND, OR 97202-2901 • 503.236.4949  
TOLL-FREE: 1.800.955.3352 • FAX: 503.238.6692 • WEB: [WWW.SEIU49.ORG](http://WWW.SEIU49.ORG)

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## **AGREEMENT**

THIS AGREEMENT, made and entered into this day of **April 1, 2010** by and between **All Star Facility Services, LLC**, hereinafter designated as the Employer, and Service Employees International Union, Local 49, of Portland, Oregon, hereinafter designated as the Union, for the purpose of governing their mutual business relationship at the BPA Federal Building, Portland, Oregon by fixing the following schedule of hours and regulations affecting the members of the organization of the Union.

### **ARTICLE I - UNION RECOGNITION**

Section 1 - The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for the employment of all persons coming under the jurisdiction of Service Employees International Union, Local No. 49, with respect to wages, hours and working conditions as set forth above.

### **ARTICLE II - UNION SECURITY**

Section 1 - 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. The Employer must notify the Union within thirty-one (31) days if the employee fails to submit a payroll authorization for dues check-off. The Employer and the Union jointly agree to waive the timelines for the handling of grievances relating to initiation, fees and periodic dues. Upon notice from the Union the Employer agrees to terminate employees for delinquency of such payments.

Section 2 - Employees shall be considered probationary employees during the first sixty (60) days of employment. During the probationary period, employees may be discharged without recourse to the grievance procedure.

### **ARTICLE III - HIRING**

Section 1 - In the interest of maintaining and preserving the legitimate interests of employees in the employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following:

- A. The Employer may hire persons from any source.
- B. The Employer shall be the sole judge of all applicants and retains the right to reject any applicant for employment. The Employer agrees within thirty (30) days of the date of hiring to notify the Union of the name and address of all new employees.
- C. In both the hiring process and in all company operations, it is the policy of the Union and the Employer not to discriminate against any employee because of race, religion, color, sex, age, national origin, sexual orientation, union affiliation or handicap as required by law.

Section 2 - Drug Testing - The Company reserves the right to establish and enforce any lawful policy concerning employee use, possession or transfer of drugs or testing for drugs as a condition of employment. In the event there are reasonable grounds to suspect an employee is using drugs or under the influence of drugs on the job, the Company reserves the right to impose any and all discipline, including termination for refusal to submit to lawful testing.

#### **ARTICLE IV - GRIEVANCE PROCEDURE**

Section 1 - Grievance Process - The grievance process supports cooperation, open communication and mutual respect between management and employees to prevent and/or solve workplace problems and grievances.

This grievance procedure is not, however, 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 the Union encourage employees to contact the Employer Human Resources or Payroll staff to respond directly to questions or concerns. The Employer can be reached at (503) 231-8491.

The Union or Employer may file a grievance on the behalf of an individual or on the behalf of all members depending upon the scope of the alleged violation. Any workplace problems arising in connection with the application or the interpretation of this agreement, policy, or rights of law may be submitted as a grievance pursuant to the guidelines as follows.

Section 2 - Format to File a Grievance - All grievances shall be referred in writing and shall include, the date the grievance was filed, the facts upon which the grievance is based, reference to the section or sections of the agreement, policy, or rights of law alleged to have been violated, and the remedy sought.

Section 3 - Grievance Step Processes - Except as otherwise provided in this Agreement, grievances must be submitted in writing to the responding party within ten (10) business days from when the grievant should have reasonably been aware of the occurrence or the grievance shall be deemed waived.

Step 1 - All settlements agreed to by the Employer, employee and the Union (hereafter referred to as the Parties) at this Step shall be considered non-precedent setting informal resolutions. The respondent shall give its response to the grievant and the representative of the Union within ten (10) business days after presentation of the grievance.

Step 2 - If the problem is not resolved to the grievant's satisfaction at Step 1, the grievant shall present the grievance in writing to the respondent within five (5) working days. The respondent shall reply in writing within ten (10) working days following receipt of the grievance.

Section 4 - Option for Joint Conference Board - In the event the Parties are unable to resolve the dispute at the Step 2 level, upon mutual agreement, the Parties may refer the grievance in writing within five (5) business days to a committee made up equally of one (1) or two (2) designated representatives of both the Employer and of the Union who shall meet within ten (10) business days for the purpose of resolving the grievance. A written response shall be given to the parties within five (5) business days of the conclusion of the Joint Conference.

#### Section 5 - Arbitration

A. Use of Arbitration - In case either of the parties reject the resolution of the grievance process, or the Joint Conference, that Party may refer the grievance to arbitration. Arbitration may also be sought by mutual agreement of the parties.

B. Selection of Arbitrator Panel - The Employer and the Union shall select according to the following process:

If the Parties cannot reach mutual agreement, the Arbitrator will be selected from a list provided from the Federal Mediation and Conciliation Service. The final selection shall be made by each party alternately striking names from that list until only one (1) is left. The party to first (1st) strike a name shall be determined by the flip of a coin.

C. Payment of the Arbitrator - The Arbitrator's pay and all 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. Decision of the Arbitrator - The Arbitrator shall render a decision as promptly as possible and will take no longer than thirty (30) days from the date the case was presented. The Arbitrator's decision shall be final and binding upon the Parties, however the arbitrator shall not be authorized to add to, detract from, or in any way alter the provisions of the agreement with respect to the arbitration proceeding before her/him.

#### Section 6 - Other Waivers

A. Steps - Upon mutual agreement of the parties a grievance may be advanced to a higher Step in the grievance procedure.

B. Timelines - The time limitations specified in the grievance procedure may be waived by the mutual agreement of the Union and the Employer.

C. Union Dismissal - If the Union chooses to dismiss a grievance at any Step, the Employer agrees to grant an automatic waiver of the time limitations to allow the member to appeal the dismissal of her/his grievance per the policy and the Constitution of the Union. The Union shall immediately notify the Employer as to the disposition of such grievances and shall provide the Employer with a current copy of the Union's internal grievance dismissal procedures. Wage claims shall be suspended for the duration of the Union's internal process.

Section 7 - Failure to Respond - If either party fails to respond in writing within the prescribed time limits, the grievance shall be deemed settled in favor of the other party.

Section 8 - Filing Grievances with Governmental Entities - The Union and Employer agree to exhaust this grievance process before filing the grievance with any governmental entity, except in the case of an Unfair Labor Practice, or as otherwise specified in this Agreement. Individual employees are not limited as such.

Section 9 - 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 claim awards may extend forward to the conclusion of the grievance and/or arbitration process.

Section 10 - Observance of No Strike, No Lockout Clause - It is the intent of the parties to observe the no strike, no lockout clause. A violation of this clause shall allow the other party to obtain injunctive relief and damages in court.

## ARTICLE V - HOLIDAYS

Section 1 - The following shall be recognized as legal holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

Section 2 - All regular employees shall receive pay for the above holidays not worked by them, based on the hours of work usually performed by them and upon their classification rate. All employees must work the day before and the day after a holiday to receive holiday pay. In case of illness, reasonable proof may be required. Regular employee is an employee who works five (5) consecutive days per week and has worked for the Employer for a period of ninety (90) days (three calendar months), or more and have worked at least three-hundred-sixty (360) hours.

In addition thereto, employees working on holidays shall be paid at the rate of time and one-half (1-1/2) for time worked by them. Employees laid off by the Employer five (5) days before a holiday, or the day after a holiday, through no fault of their own shall be entitled to holiday pay based upon the hours usually performed by them.

## ARTICLE VI - VACATIONS

Section 1 - All employees who have been continuously in the employment of the Employer shall receive vacation according to the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
One (1) year	Ten (10) days
<b>Five (5) years</b>	<b>Fifteen (15) days</b>
<b>Eleven (11) years</b>	<b>Sixteen (16) days</b>
<b>Twelve (12) years</b>	<b>Seventeen (17) days</b>
<b>Thirteen (13) years</b>	<b>Eighteen (18) days</b>

**Fourteen (14) years**  
**Fifteen (15) years**

**Nineteen (19) days**  
**Twenty (20) days**

Section 2 - Vacations with pay shall be computed on the average hours of work and the average rate of pay for the time the vacation is earned. No vacation shall be accrued until an employee has worked for the Employer for six (6) months, then his vacation shall accrue from the date of hiring. Employees who are terminated any time after six (6) months service shall have prorated vacation with pay, effective to the date of employment, except employees who have not turned in their identification cards or have been terminated for any of the reasons under Article XIV.

Section 3 – Employees shall be allowed to carry over a maximum of forty (40) hours of vacation time each year.

Section 4 - Employees who quit prior to six (6) months service will not receive prorated vacation pay. An employee who quits after the first six (6) months of employment without giving the Employer two (2) weeks notice will forfeit prorated vacation pay.

Section 5 - Holiday During Vacation - If a holiday falls within an employee’s vacation, an additional day’s pay or an additional day of vacation will be granted.

Section 6 – Personal Time – Employees will be eligible for compensated personal time at the rate of three (3) personal days per year. Personal time may be taken in thirty (30) minute increments. There shall be no cash-out or carry-out of personal time.

Section 7 – Unpaid Leaves of Absence - For employees who have completed their probationary period and have completed a total of six (6) months of continuous employment, the Employer shall make a good faith effort to grant an unpaid leave of absence for personal reasons for up to sixty (60) calendar days that in the Employer’s sole and unrestricted discretion is considered valid. Personal unpaid leaves of absence shall not be taken more than once every two (2) years.

Section 8 – Union Leave

A. Notice to Employer Prior to Taking Leave

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

B. Restrictions and Limitations – the employer shall grant up to thirty-five (35) days of union leave in any one calendar year to employees designated by the union. Union leave shall be restricted to one employee at any given time.

The above limitations 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.

C. Compensation and Conditions of Union Leave - Employees on union and collective bargaining leave shall continue to accrue seniority.

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. 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 of the month following receipt of billing, a late payment fee of one percent (1%) per month will be assessed.

D. 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.

Section 8 – Collective Bargaining Leave - The employer agrees to allow a reasonable number of employees time off for the purposes of negotiating the collective bargaining agreement that covers them. The employer and the Union will agree to a process in which the two parties share responsibility for covering lost wages for no more than two (2) employees. Nothing in the above sentence shall implicitly limit the number of employees on the bargaining team.

Section 9 – INS 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-eight (38) calendar days. The Employer shall grant a reasonable extension of the period of absence if the request is made within the ten (10) calendar day period. The Employer will require documentation of appearance at such proceedings.

## **ARTICLE VII - HOURS OF WORK**

Section 1 - For all employees, eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. All work in excess of eight (8) hours per day and forty (40) hours per week shall constitute overtime and shall be paid for at the rate of time and one-half (1-1/2).

Section 2 - Overtime - The Employer will not reduce or reorganize regularly scheduled hours to avoid the payment of overtime. Overtime may be regularly required, however the following conditions will be exceptions allowed without penalty:

A. Emergency - Employees with personal or family emergencies may refuse overtime.

Section 3 - Regular Shift Change - The Employer must provide forty-eight (48) hours notice for the employee to adjust to any regular shift changes. The exception would be, employees hired for the Night Shift that have agreed, as a term of employment, to cover for Day Shift staff, must respond and work such shift when needed. Prior notification may not always be possible. **If a swing shift employee is called to fill in for a day shift position with less than twenty-four (24) hours notice, the Employer will reimburse the employee for the actual cost of parking for the day, not to exceed \$6.00 per day. Employees must provide receipts in order to receive reimbursement.**

## **ARTICLE VIII - MEDICAL, PRESCRIPTION, DENTAL, LIFE, HEALTH & WELFARE BENEFITS**

Section 1 - Employer is Signatory to the Service Employees **International Union Health and Welfare Trust**

- A. Signatory - The Employer agrees by virtue of this Agreement that he/she is signatory to and bound by all provisions of the Service Employees International Union Local 49 Health and Welfare Trust (hereafter referred to as Trust) Agreement and hereby acknowledges prior receipt of a current copy of said Agreement.
- B. Notice of Terms of Agreement - The Employer shall receive a copy of the current Trust Agreement, a copy of any revisions to said Agreement, and minutes of the meetings of the Joint Trustees of the Trust (hereafter referred to as the Joint Trustees) specifically relating to the costs and benefits of the plan and specifically excluding confidential matters relating to employee claims or conditions.

Section 2 - Employer Provided Benefits - The Employer will provide the medical, prescription, dental, life, health and welfare benefits as provided under this Agreement.

Section 3 - Qualification - An Employee shall newly qualify for benefits at the first (1st) of the month following the fulfillment of the following qualifications:

- A. Hours Worked in the Month - Employees must have worked, or earned under the following provisions, at least eighty (80) hours in the previous month with the Employer or eighty (80) hours for another Employer subject to the terms of the Trust Agreement.
- B. Hours Worked Total - New employees must have worked, or earned under the following provisions, at least ninety (90) days for the Employer. If the new employee worked for another Employer subject to the terms of the Trust Agreement for at least ninety (90) days, the ninety (90) day waiting period is waived.
- C. Additional Non-Work Hours Counted - Paid vacation, paid holiday shall be included to compute continuing benefit qualification.
- D. Union Leave Qualification - Employees on Union leave will continue to qualify for all medical, dental, prescription, life, and health and welfare benefits. If the employee drops below their qualifying hours of work due to Union leave, the Union shall pay a prorated

share based on the eighty (80) hour standard.

- E. Prior Union Employer Qualification - Employees transferring from one Employer to another that are both subject to the terms of the Trust Agreement will, if previously qualified, continue to receive medical, prescription, dental, life, and health & welfare benefits for no less than one (1) month following date of hire with the Employer, and after that shall continue to qualify if they work over eighty (80) hours per month.

Section 4 - Questions of Eligibility - All questions concerning eligibility of employees for coverage including the commencement and termination of coverage shall be determined by the Employer in accordance with the directions of this Agreement and of the Joint Trustees and their designated administrators.

Section 5 - Benefit Levels

- A. Guarantee to Maintain

Effective April 1, **2010**, the employer will adopt the following schedule of monthly contributions to the trust for employees' health care coverage:

Effective April 1, <b>2010</b>	<b>\$870.32</b>
Effective April 1, <b>2011</b>	<b>\$957.35</b>
Effective April 1, <b>2012</b>	<b>\$1,033.94</b>
Effective April 1, <b>2013</b>	<b>\$1,116.65</b>

Administrator will reserve excess funds for potential future increases **over the amounts listed above.** **If the amounts listed above, along with the reserves, are insufficient to cover the cost of health and welfare benefits, the parties agree to re-open the contract no sooner than 2012 to address this issue. Any changes to the contract will be effective on October 1st of the year in which the contract is opened.**

Section 6 - Dependent Coverage

- A. Current Level of Benefit - Employees who choose to pay for such services may obtain health and welfare coverage for a dependant(s) subject to the enrollment requirements of the plan(s).

Section 7 - FMLA Continuation - The Employer shall comply with the provisions of state and federal Family and Medical Leave Acts (hereafter referred to as FMLA.) If an employee was qualified for benefits in the month preceding a FMLA qualifying leave from work, the Employer will continue to pay for and provide equivalent benefits during that leave as required by State and Federal FMLA laws. If such an employee returns to work within the time allowed under the FMLA, benefits will immediately continue for a period of no less than one month after returning to work.

Section 8 - COBRA Continuation - In case of termination or any other loss in benefit the employer will notify the designated administrator of the trust and offer the employee the option to self-pay their premium(s) under the provisions of COBRA.

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 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 - Effective 10/01/98 employee and dependent premiums will be paid as pre-tax payroll deductions as allowed under IRS Code 125, or as otherwise provided, and in accordance with the Trust and its designated administrator. The Employer will inform and provide the employees of all payroll deduction arrangements necessary.

Section 11 - 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 12 - Alternate Plan Purchasing Option

- A. Alternate Provider - The Employer, upon approval of the Joint Trustees of the Trust, may select an alternate provider or benefit plan that equals or exceeds the benefits of the Trust plans otherwise in effect.
- B. Maintain Benefits - Under an approved alternate plan, 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.
- C. Records Availability - If the Employer selects an approved alternate benefit plan, the Union, Joint Trustees and the designated administrators will be given total access to plan records and accounts in order to verify the quality of service and the level of benefits provided to the employees.

Section 13 - Employer Benefit Standards - The Employer agrees to comply with the Trust Agreement to provide the established benefits in accordance with the decisions made by the Joint Trustees.

- A. Records Availability - The Employer shall make available any such data and records as required by the Joint Trustees and/or their designated administrator for audit and/or regular reporting.
- B. Rules Compliance - The Employer will comply with all rules and procedures as may be established by the Joint Trustees and/or their designated administrator.
- C. Payments to the Trust - The Employer will submit payment in full to the designated trust administrator by the tenth (10th) of every month. This deadline may change at the discretion of the designated trust administrator; however such a change would require sixty (60) days notice.

Section 14 - Eligibility Statement - The Employer shall act in good faith to establish the eligibility of employees for these benefits. For example, the Employer will not hire part time employees to avoid hiring employees who would qualify for benefit coverage.

Section 15 - Trust Agreement Compliance - Failure to comply with any such rules and procedures, including delinquency in payment, entitles the employee, Union or the designated administrator to collect a fine or to file a suit or action in court, immediately without proceeding through the grievance process of this contract or having any limit to the retroactivity of the award due. The judgment or fine may incorporate court costs, attorneys and investigation fees, owed contributions, interest, and penalties. These costs may be collected in the form of liquidated damages.

**Section 16 – Opt-out – Employees may choose to opt out of the health and welfare coverage, provided that they can present evidence of equivalent alternative health insurance coverage. The Employer will not attempt to convince or coerce employees to opt out of health and welfare coverage.**

## ARTICLE IX - PENSION

Section 1 - Employer is Signatory to the Service Employees International Union National Industry Pension Fund.

Section 2 - Coverage - The Employer agrees to make periodic contributions on behalf of all employees covered by this Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund (“Fund”) in the amounts specified in Section 4 below.

Section 3 - Term - 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 4 - Contributions

- A. The employer shall pay into the Service Employees International Union National Industry Pension Fund, fifty-five cents (\$.55) per hour for each and every compensable hour worked by each eligible employee which includes overtime, effective April 1, 2007.
- B. Contributions required by this provision shall be paid to the Fund on or before the fifteenth (15th) day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine.
- C. 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.
- D. **The parties agree to adopt the Preferred Plan for supplemental contributions to the pension plan as set forth by the Trustees of the Fund as spelled out in the letter dated November 25, 2009, To: Participating Employers and Union Representatives, From: SEIU NIPF Board of Trustees, Re: SEIU National Industry Pension Fund – Implementation of the Rehabilitation Plan’s Default and Preferred Schedules.**

Section 5 - Trust Agreement - 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 6 - Cooperation - 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 Retirement Income Security Act.

Section 7 - Approval by Trustees - 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 X - INDUSTRIAL INSURANCE**

Section 1 - The Employer shall furnish State Industrial Accident Insurance, or its equivalent, and the premium shall be paid for by the Employer. Each Employer shall furnish the Union with a certificate or letter of proof that this coverage is in effect and agrees to notify the Union immediately in case of cancellations or modification of said insurance.

## **ARTICLE XI - UNION CONDITIONS**

Section 1 - Bulletin Boards - The Union may create and maintain bulletin boards. The Union will pay for, install, and maintain these bulletin boards. The Union will install and maintain these bulletin boards.

### **A. Viewability**

1. Size - These bulletin boards may be up to but may not exceed six (6) square feet. The Union may choose a smaller size.
2. Placement - The Union may place one union bulletin board in the B-1 janitors' closet, unless the location should become unsuitable, and then an alternate regu-

larly viewable area shall be mutually selected by the Union Representative and the Employer. If a customer requests the relocation of a union bulletin board in writing the Union will make reasonable accommodations. The bulletin board must be placed in such a way as to be viewable to employees without obstruction. Further, the Employer shall take no action that results in the obscuring, removing, relocating or the defacto censoring of these bulletin boards.

B. Responsibility for 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. Any authorized posting believed to be in violation of the content restriction (Subsection b, 3 of this section) may be grieved and removed only if the claim prevails through the grievance process.
3. Content Restrictions - No authorized noticed or articles of information shall contain elements which defame the employer that are patently false, or that inflame the employees against each other. The Union will otherwise solely determine what information or materials it will have posted or displayed.

Section 2 - No Picket Line Crossing - Employees shall not be required by the Employer to cross a picket line or perform work at a struck location when such strike has been sanctioned by the respective County Labor Council or the Union. Employees shall not be subject to discipline, discharge, or replacement for refusal to cross any picket line.

Section 3 - Competition - No employee shall do work in competition with the Employer without the written permission of the Employer and the Union. Such permission shall not unreasonably be withheld.

Section 4 - Accidental Damages - Employees shall not be liable for accidental loss or damages to the Employers' or customers' property or equipment, however, employees may be subject to progressive discipline if the Employer can show just cause of an employees' carelessness.

Section 5 - Equipment & Uniform Provided - No employee shall be required to furnish any equipment or Uniform required to perform her or his duties.

Section 6 - Hourly Basis - The Employer shall employ members of the Union on an hourly basis.

## **ARTICLE XII - GENERAL WORKING CONDITIONS**

### Section 1- Rights of Enforcement

A. Access to the Workplace

1. Standing Procedures - The Employer agrees to provide complete access to the workplace. Where customer security bars ready access, the Employer agrees to arrange on site access within two (2) business days of any request of a Union Representative or her/his designee. Such security delay(s) will equally extend the grievance filing timeline(s).
  2. Procedures to Develop - For locations where security restricts access, the Employer and Union are instructed to create a workable access process to meet the access requirement of this Agreement.
- B. Access to Records - The Employer agrees to provide any and all relevant documents or information to the Union Representative or her/his designee upon request in order to determine whether any provision of the Agreement has been violated.
- C. Stewards - The Employer agrees to recognize Union stewards who are designated by the Union. The Employer and the Union stewards will cooperate in enforcing this Agreement. There shall be no retaliation against stewards for Union activities.

Section 2 - Breaks and Lunch - Employees are entitled to one (1) fifteen (15) minute break period with pay each four (4) hours of work, or major portion thereof. One lunch period of one half (1/2) hour shall be allowed. Lunch-time shall be on the employee's time. The Employer may not make any meeting or task a requirement during a break or lunch.

Section 3 - Workload Increases - There shall be no increase in workload without a commensurate increase in staffing levels.

#### Section 4 - Recycling

- A. Allowed - The Employer may assign employees to process pre-sorted recyclables or otherwise recoverable materials in a clean and safe process only.

Section 5 - Discussion of Terms and Condition of Work - Employees shall not be instructed against or intimidated from discussing among each other and with their Union Stewards and Staff all issues and facts relating to the terms and condition of work including but not limited to wages, work assignments.

Section 6 - Courtesy - Courtesy in day-to-day communications between employees and supervisors and managers of the Employer should always be present in Employer - employee relationships. Employees, supervisors, and managers should treat each other with dignity and respect.

Section 7 - Subcontracting and Contracting - No employer shall subcontract, contract out, or enter into any contract or arrangement with any person or business entity including independent contractors for current or future positions which could be traditional bargaining unit work.

Section 8 - No Strike, No Lockout - The Union agrees that during the life of this Agreement and during any period of arbitration or negotiations, there shall be no strikes, boycotts, or other stoppages of work. The Employer agrees that during the life of this Agreement and during any period of arbitration or negotiations, there shall be no lockouts of employees.

## ARTICLE XIII - EMPLOYER RIGHTS

Section 1 - 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 this Agreement or by the provision of applicable Local, State, or Federal law.

A. Defined Rights - 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 judgment dictates;
5. Assign, promote or demote employees under its supervision;
6. Lay off employees due to a lack of work;
7. Enact reasonable work rules and regulations;

B. Undefined Rights - Notwithstanding the enumerated rights of Section 1 Subsection A of this Article, the Employer has certain residual rights that have not been ceded or limited by virtue of their omission.

Section 2 - Bidding - In bidding and performing government and government agency work and jobs supported by taxes or public funds, the employer shall bid and pay the specified wage rates and fringes if allowed in the bid invitation if superior to the wages and fringes of this Agreement. In no event shall the amount paid for by the Employer for fringe benefits be less than the DOL's SCA fringe benefit rate that would be in effect on the government contract in the absence of this collective bargaining agreement.

## ARTICLE XIV - DISCIPLINE

### Section 1 - Just Cause

A. Just Cause - Discipline and discharge shall occur according to the following principles of Just Cause. Where this Article specifies acceptable levels of the penalty, the Employer must still comply with the other tests of Just Cause.

B. Seven Tests - Just Cause holds any disciplinary action up to the following seven (7) tests:

1. Notice - Did the Employer give the employee fair notice of the policy or order and of the possible consequences?
2. Reasonable Rule or Order - Was the Employer's rule or managerial order reasonable related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might reasonably expect of the employee?

3. Investigation - Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order?
4. Fair Investigation - Was the Employer's investigation conducted fairly and objectively?
5. Proof - At the investigation was there substantial evidence or proof that the employee was guilty as charged?
6. Equal Treatment - Has the Employer applied its rules, orders, and penalties even handedly and without discrimination to all employees?
7. Penalty - Was the degree of discipline administered by the Employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his service with the Employer?

Section 2 - Grounds for Termination - Immediate termination may be a reasonable degree of discipline in case of:

- A. Drugs - Being under the influence of, in the possession of, engaging in the distribution of, engaging in the sale of, or engaging in the transference of alcohol or unprescribed illegal drugs while on duty or while in control of Employer-owned vehicles or equipment.
- B. Theft
  1. Customer - Theft of customer property, equipment, records or information.
  2. Co-worker - Theft of co-worker property or equipment.
  3. Employer - Theft of Employer property or equipment.
- C. Disclosure - Disclosure of terms or conditions of work to a customer or another employer, with the exception of Union related actions and activities.
- D. Possession of a Firearm - Possession of a firearm or explosives while on the customer or Employer premises or property.
- E. Violence - To threaten or to initiate the use of physical violence.
- F. Key Duplication - Unauthorized duplication of keys that lock or secure Employer or customer premises, property, or equipment.
- G. Unauthorized Vehicle Use - Use of a customer or Employer vehicle in violation of Employer policy and instruction.
- H. Falsification - Falsification of Employer and Customer documents.

Section 3 - Immediate Discipline - Immediate discipline may also be reasonably applied in case of:

- A. No Call / No Show - Employees failing to report for work without giving four (4) hours notice.
- B. Harassment / Discrimination - Discrimination against or the harassment of any applicant, employee, visitor or customer on the basis of gender, race, national origin, color, religion, age, disability, sexual orientation or marital status. In light of the seriousness of the offense, immediate termination may also be appropriate under just cause.
- C. Unauthorized Equipment Use - Use of customer or Employer equipment in violation of Employer policy and instruction.
- D. Sleeping on the job.
- E. Insubordination.
- F. Leaving work early.
- G. Refusal to work.
- H. Proven dishonesty.

In light of the seriousness of the offense, termination may also be appropriate under just cause.

Section 4 - Warning / Suspension / Termination Documentation - Upon written warning, suspension, or termination the Employer shall immediately provide the employee a dated and signed written statement citing the grounds for the discipline, witnesses, if any, and all relating action(s) taken by the Employer as a result (e.g., investigation, suspension, or termination.) The Union shall receive a copy of such notice(s) upon request.

Section 5 - Job Abandonment - An employee failing to report to work for three (3) days in a row shall be deemed to have self-terminated if they fail to show mitigating circumstances (e.g., personal or family emergencies).

## ARTICLE XV - WAGES

### Section 1

	Effective 4/1/2010	Effective 4/1/2011	Effective 4/1/2012	Effective 4/1/2013
Janitor	<u>\$14.43</u>	<u>\$14.72</u>	<u>\$15.02</u>	<u>\$15.47</u>
Utility	<u>\$15.27</u>	<u>\$15.58</u>	<u>\$15.89</u>	<u>\$16.36</u>
Lead	<u>\$16.76</u>	<u>\$17.09</u>	<u>\$17.43</u>	<u>\$17.96</u>

Section 2 - Job Description of Utility Person - Employee performing the following work shall be classified as Utility Person and paid accordingly: Moving or rearranging office furniture, performing casual electrical, carpentry, or plumbing repairs; cleaning or working on ventilating, air conditioning or heating system; washing, drying and re-hanging of Venetian blinds; cleaning or washing of fluorescent light fixtures; the set-up and operation of audio, visual and electronic equipment; minor touch-up painting of office and/or furniture.

Section 3 - Automobile Mileage - Janitors who use their own automobiles for transportation between jobs shall receive reimbursement per mile for the use of their automobiles while in the performance of duties for the Employer, provided it is recorded by the employee on his or her time card. A separate check or a separate statement showing the amount paid for mileage will be issued at payroll periods by the Employer. Mileage is that mileage between the first and last job and not mileage from home to the first job or from the last job home. Adjustments to the rate shall be in accordance with IRS guidelines.

Section 4 - The Employer shall furnish all necessary tools and equipment in good condition to perform the operations of the trade. The employee shall be responsible for all tools and equipment during working hours. Loss or damage due to negligence could result in the employee being required to pay for damage or replacement.

Section 5 - **Paychecks will be issued on a bi-weekly basis every other Friday.** The Employer will identify on the check stub the withholdings, the straight-time hourly rate, and the overtime hourly rate.

Section 6 - All travel time shall be paid for by the Employer when the Employer requires an employee working under this Agreement is required to stay overnight. Meals and motel accommodations will be paid for by the Employer.

Section 7 - Based on emergencies that are approved by the Employer management, an employee may request and may be granted a cash advance on wages for the hours already worked and wages earned in that pay period.

Section 8 - The employer agrees that when direct deposit is available to management employees in the Portland office, it will be made available to employees covered by this agreement.

## ARTICLE XVI - FEDERAL AND STATE LAWS

Section 1 - It is the belief of the parties hereto that all clauses and provisions of this Agreement are lawful. If, however, any portion of this Agreement is determined by the courts or the proper governmental agency to be in contravention to any state or federal law, the parties agree that the remainder of this contract shall continue in full force and effect, and to immediately jointly revise those portions which are determined invalid to conform with state and federal laws.

## ARTICLE XVII – CHECK-OFF OF DUES AND INITIATION FEES

Section 1 - Payroll Deduction - The Employer shall present new employees upon request 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) may require a separate authorization for this deduction. The Employer shall be the agent for receiving such moneys and the deduction of such moneys from the employee.

## ARTICLE XVIII - SENIORITY

Section 1 - General Applications of Seniority - Provided that the employee is qualified to perform the work, and in accordance with the following Sections of this Article, the most senior employee shall have the right of first refusal, priority, or otherwise prevail in the event of regular openings, layoffs, reductions in staff, reductions in hours, assignment of overtime, shift scheduling, vacation scheduling, and the scheduling of work on holidays.

- A. Equal Basis - Part Time, Full Time, Probationary, Regular, On-Call or Temporary employees shall be entitled to earn seniority rights on an equal basis. An employee's seniority date is the date of hire with the Employer or the date of employment at a Union job location, or route, whichever is longer.
- B. Location
  - 1. Multiple Common Sites - If a common property management has worksites with multiple buildings, then it shall be treated as a single job location.
  - 2. Route Work - Route work shall be treated as a singular location regardless of the number of locations worked.
- C. Union Leave - Employees on Union leave shall continue to accrue seniority.

## Section 2 - Openings / Transfers / Promotional Opportunities

- A. Employer Must Give Notice of Openings - The Employer will post a readily viewable and current listing of all unfilled and temporarily filled positions at every office location.

The list will include the location, wage, hours of work, duration of the position, and the start date.

- B. Employees Must Make Such Request in Writing - The employee will provide written notice to the Employer for a request to transfer or for a promotional opportunity. The Employer will acknowledge receipt of such request in writing. Such a request will remain active for no less than one year.
- C. On-Call or Temporary Placement - In case that an opening must be filled immediately, an on-call, new, or otherwise less senior employee may perform the work until the position can be posted and filled according to the terms of this Agreement. If the Employer immediately fills such a position in this way, they will have no longer than twenty (20) business days to adequately post the opening and then ten (10) additional business days to fill the position properly according to the terms of this Agreement.

Section 3 - Overtime - Overtime connected with the regular shift and duties of an employee and which is normally performed by on-site employees shall first be offered to the employee who regularly performs that work and secondly shall be offered to the other employees working at the site with the most senior employees holding the right of first refusal. Overtime work may be mandatory if deemed necessary by Employer or Employer's client. Employer will attempt to give advance notice of overtime. However, dependent on shift staffing levels and Employer or Employer client needs, this may not always be possible. Overtime work may be mandatory if deemed necessary by the Employer or the Employer's client under the terms of Article VII.

#### Section 4 - Supervisory or Lead Promotions

- A. Employees Seeking Promotional Opportunities - Management will appoint such positions on the basis of merit and ability. **Management will facilitate training opportunities for lead promotions according to the following procedure: Employees will be offered the opportunity to fill in for the lead worker when he or she is absent. Employees will be assigned according to seniority among those who wish to participate in this voluntary training opportunity. Each employee will serve as the back-up lead for a period of six months, after which time period the next-most senior employee will be offered the position. Employees will not receive lead pay for the times that they are filling in. Nothing in this clause will be interpreted as implying an obligation upon management to appoint employees who have served as back-up lead to lead position(s) in the event of a permanent vacancy.**
- B. Employees Failing to Perform Promotional Duties - Any employee accepting promotion shall be given no less than two (2) weeks opportunity to perform the duties of the supervisory or lead position. An employee who fails to perform the promotional duties or who otherwise elects to decline the promotion will be given the opportunity to return to their previous work according to the Bumping Process of Section 5 of this Article.
- C. Employees Declining Promotional Opportunities - The Employer may not intimidate or discriminate in any way against an employee for refusing to seek or accept a promotion.

## Section 5 - Layoff and Reductions in Work

- A. Policy - Employees on layoff or otherwise reduced in work due to economic considerations may immediately bump the hours or full position of less senior employees under the following terms:
1. Bumping Process - The Employee will be given the immediate opportunity to return to their previous / current work classification, wage rate, shift and county where the employee worked. Such bumping will displace the least senior employee within such classification and location selected by the Employer.
  2. Exemption - Such bumping will not displace an employee specifically requested in a building by a customer. Such requests must be made in advance in writing.
  3. Hours of Work - Bumped hours acquired must fully replace but need not exceed the hours previously worked by such employee.
- B. Policy Notice - An employee on layoff shall be given written notice, which shall provide them with instructions on the Employer's return to work policy and the relevant terms of this Agreement.
- C. No Discrimination for Employee Preference - The Employer may not discriminate in any way against an employee on layoff for refusing to accept an opening.
- D. Continuation of Seniority - Any employee on layoff shall continue to accrue her/his seniority and all concomitant benefits for a period of ninety (90) days unless the employee was discharged for just cause.

## ARTICLE XIX - FUNERAL LEAVE

Section 1 - Seniority employees (those who have passed their probationary period) shall be entitled to funeral leave of up to three (3) scheduled working days to make arrangements for the services in the event there is a death in the immediate family, defined as mother, father, spouse and children.

## ARTICLE XX - DURATION OF AGREEMENT

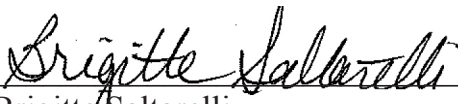
Section 1 - This Agreement shall be in full force and effect for the period of **April 1, 2010 to March 31, 2014, and thereafter from year to year, with the exception of Article IX – Pension, which will be re-opened for negotiations in 2013, and with the exception of Article VIII – Medical, Prescription, Dental, Life, Health and Welfare Benefits, Section 5 – Benefit Levels, A. Guarantee to Maintain, which may be re-opened for negotiations in 2012 or 2013, if the Employer's health and welfare contributions and reserves do not cover the full cost of health and welfare coverage.** This Agreement may be fully opened no more than ninety (90) days and no fewer than thirty (30) days prior to March 31, **2014**.

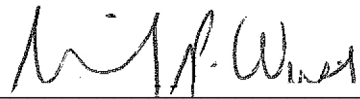
Section 2 - In the event that neither party hereto notifies the other party in the above manner they desire to open this Agreement for modification, all terms herein shall remain in full force and effect from year to year thereafter.

DATED this 29 day of March, 2010

FOR THE EMPLOYER:

**ALL STAR FACILITY SERVICES, LLC**

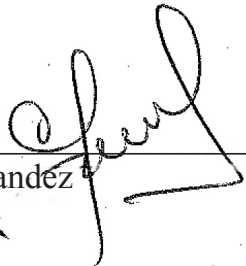
  
\_\_\_\_\_  
Brigitte Saltarelli  
Human Resources Director

  
\_\_\_\_\_  
Michael P. Wiese  
Project Manager

FOR THE UNION:

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL NO. 49

  
\_\_\_\_\_  
Meg Niemi  
President

  
\_\_\_\_\_  
Felix Hernandez  
Member

  
\_\_\_\_\_  
Julia Phillips  
Member

  
\_\_\_\_\_  
Anna Roberts  
Organizer