

# COLLECTIVE BARGAINING AGREEMENT

*between*

# SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 49

*and*

# REED COLLEGE

## JULY 1, 2011 - JUNE 30, 2014

Dear President Diver,

We, the Reed combination workers/custodians, are proud to work at this distinguished institution and are thankful for the jobs that Reed has provided. We are currently in contract negotiations and are hoping for your support in the following areas:

- 1 - **Fair Wages:** In the past year, the cost of living has gone up 3.2% ([www.bls.gov/cpi](http://www.bls.gov/cpi)). We are asking for a wage increase that reflects how much more we have to spend just to meet our basic needs.
- 2 - **Affordable health care:** We are requesting relief from the high cost to our family members on our health care plan.
- 3 - **Retiree medical:** Custodians can suffer from many physical problems due to the physical nature of our work. We are requesting help with our medical bills once we retire and have lower income.



June 27, 2011

Colin Diver  
Ed McFarlane

President Diver and Vice President McFarlane:

We write to you as representatives of the student body who are concerned about the negotiations currently underway between the custodial union and Reed College. There has been a recent outpouring of support from both alumni and the student body in favor of the demands of the custodial union. In just two days, over 250 students and alumni have signed a petition supporting this cause. We write to echo this support.

Reed College prides itself on the Honor Principle and how it binds our community together. Additionally, we are unique in that every member of our community is valued equally. It saddens us to say that the current treatment of the custodial staff defies this tradition of equality. We, as elected student body representatives, think that it is absolutely necessary for Reed College to improve the conditions of our custodians, and especially

Custodians

President Diver and Vice President McFarlane

**Cap Health Care Premiums for Janitors**

To: \_\_\_\_\_

Subject: Cap health care premiums for janitors

Letter: Dear President Diver and Vice President McFarlane:

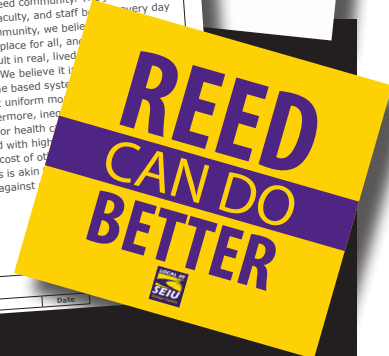
We, the undersigned, support the demands of the Reed janitorial staff and ask that their contributions towards health care premiums be capped at a maximum of 9.5% of their monthly income.

This is an issue that is extremely important to the Reed community. The janitors are undeniably a part of this community—all students, faculty, and staff benefit from the work that they do. As members of this community, we believe we should pursue policies that make it a desirable workplace for all, and not perpetuate inequalities between groups of workers that result in real, lived-in betrayals of our community norms and values. We believe it is our egalitarian values to use a percentage-of-income based system for the amount spent on healthcare premiums; the current uniform amount required from all employees is an inequality. Furthermore, increasing the percentage that janitors have to pay for health care premiums on non-work days and their wage increases when compared with high school or vacation days. Dismissing the janitors' demands is asking our community to bear the cost of their healthcare, which completely goes against our community values.

Sincerely,  
\_\_\_\_\_

Sincerely,  
\_\_\_\_\_

Signed By: \_\_\_\_\_ Location: \_\_\_\_\_ Date: \_\_\_\_\_



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# TABLE OF CONTENTS

Preface.....	1
Agreement.....	1
Article I - Recognition.....	2
Article II -Union Security.....	2
Article III - Dues Deduction.....	3
Article IV -Access of Union Representatives .....	3
Article V - Subcontracting.....	3
Article VI - Non-Discrimination.....	4
Article VII - Employment.....	4
Article VIII - Seniority.....	4
Article IX - Discipline and Discharge.....	5
Article X - Settlement of Disputes.....	5
Article XI -Hours of Work .....	6
Article XII - Holidays.....	8
Article XIII - Vacations.....	9

Article XIV - Sick Leave.....10

Article XV - Bereavement Leave.....10

Article XVI - Jury Duty.....11

Article XVII - Benefits.....11

Article XVIII - Paydays.....11

Article XIX - Reduction of Pay.....11

Article XX - Wage Rates.....12

Article XXI - Term of Agreement.....12

## PREFACE

THIS AGREEMENT, resulting from collective bargaining between REED COLLEGE and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 49, is for the purpose of promoting good relations between the College and the Union, and of making clear the basic provisions upon which such relations depend. It is the intent of both the College and the Union to work together to establish and to maintain proper and acceptable terms and conditions of employment.

The College recognizes the right of employees to organize and to bargain collectively and assures them that, in their exercise of such right, they shall be free from any and all restraint, interference and coercion.

The Union recognizes the peculiar circumstances inherent in educational institutions which operate on different schedules at different times of the year and which have residential facilities in varying degrees throughout the year.

The Union recognizes the right of the College to give work to worthy and deserving students, since such employment frequently is a crucial means by which such students may obtain an education.

Employees shall feel free to consult with the Union concerning matters within the framework of this Agreement. The Union is the instrument of the employees and was organized by them to serve their needs.

## AGREEMENT

THIS AGREEMENT is made and entered into by and between REED COLLEGE of Portland, Oregon, hereinafter designated the Employer, and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 49, of Portland, Oregon, hereinafter designated as the Union, for the purpose of governing their mutual business relations.

## ARTICLE I - RECOGNITION

Section 1.1 - 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 the Service Employees International Union, Local No. 49, with respect to wages, hours and working conditions, adjustment of grievances existing under the Agreement, and all other pertinent matters.

Section 1.2 - Exclusions:

1. Supervisors who have the right to hire and fire, to enforce discipline, or to promote employees.
2. Reed College students. It is understood that a regular employee dismissed by the Employer will not be replaced by student labor.
3. All donated work of any kind whatsoever.
4. On call, temporary, limited duration, and contract employees.
  - a. An on call employee may not work more than 690 hours in a calendar year.
  - b. Temporary, limited duration, and contract employees may not be employed for longer than 4 consecutive months. Should such an employee be retained in the same position for longer than 4 consecutive months, the employee's service date will be the original date of hire.

## ARTICLE II - UNION SECURITY

Section 2.1 - It shall be a condition of employment that all employees of the Employer currently covered by this Agreement shall 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.

Section 2.2 - It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, and on or after the thirty-first (31st) day following the beginning of such employment, shall 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.

### **ARTICLE III - DUES DEDUCTION**

Section 3.1 - The Employer agrees, within thirty-one (31) days of the date of hiring, to notify the Union of the name and address of each new employee. The Employer agrees, within thirty-one (31) days of the date of hiring or upon receipt of signed authorization, to deduct from wages monthly dues, initiation fees, other fees required, and voluntary COPE contributions and forward to the Union.

Section 3.2 - The Employer agrees to enclose with each monthly payment a list of covered employees with their home address, telephone number, unique employee identification number, job classification, regularly scheduled hours of work, shift, monthly pay excluding overtime, and the amount deducted.

### **ARTICLE IV - ACCESS OF UNION REPRESENTATIVES**

Section 4.1 - Union representatives shall have access to all properties covered by this Agreement to discharge their duties as representatives of the Union, excepting students' private sleeping rooms. Union representatives shall notify the Director of Human Resources at least 24 hours prior to visiting campus. Access will also be prohibited in laboratories, classrooms, offices, meeting rooms or other like areas when in active use.

Section 4.2 - At no time shall representatives or the Union interrupt the work of Reed College employees. Should it be necessary for a Union representative to speak with an employee at the work site, the employee may move his/her break time in order to meet with the representative. Should a Union representative interrupt the work of employees, the Employer reserves the right to ask the representative to leave the campus.

Section 4.3 - The Union shall notify the Director of Human Resources in advance of any and all Union representatives assigned to perform Union duties at Reed College. Should a Union representative who has not been properly identified as indicated above seek access to the campus, the Employer reserves the right to refuse access.

### **ARTICLE V - SUBCONTRACTING**

It is understood that Reed College shall not contract out any work done by regular employees unless the Employer informs the Union at least thirty (30) days prior to the contracting, and that all present employees shall be offered employment and the Company will maintain at least the present wages and comparable benefits.

## **ARTICLE VI - NON-DISCRIMINATION**

No employee or applicant for employment covered by this Agreement shall be discriminated against because of Union membership or Union activities. The Union agrees that employees covered herein shall be admitted to membership without discrimination because of race, sex, religion, age, national origin, disability, marital status, sexual orientation, color or any other characteristic protected by law.

## **ARTICLE VII - EMPLOYMENT**

Section 7.1 - The Employer will post internally new and/or vacant positions for Custodian/Combination Worker for three (3) working days prior to hiring.

Section 7.2 - The Employer shall be the judge of the qualifications and performance of all employees and shall have the sole right to hire any employee.

Section 7.3 - Employees shall be considered probationary employees during the first four (4) months of employment. During the probationary period, employees may be discharged without recourse to the grievance procedure.

Section 7.4 - It is agreed that all employees covered by this Agreement shall be recognized as combination workers and may be required to work at any type of work as need may arise.

Section 7.5 - In the event of an on-the-job accident, whether or not the employee sustains an injury, an accident report shall be completed within 72 hours of the occurrence.

## **ARTICLE VIII - SENIORITY**

Section 8.1 - After six months of employment, seniority shall apply retroactively to the date of hire.

Section 8.2 - Reduction of force or reduction in hours will be based on seniority within each employment classification provided the remaining employees have the experience and ability to perform the work.

Section 8.3 - Reed College Building Services management staff will base promotions and transfers within the bargaining unit on several factors including but not limited to qualifications, seniority, and availability.

## **ARTICLE IX - DISCIPLINE AND DISCHARGE**

Section 9.1 - Employees will be disciplined for just cause within the following general guidelines: oral warning, written warning, suspension, discharge. However, the Employer reserves the right to skip any step within these general guidelines if the incident, in the Employer's sole judgement, warrants it.

Section 9.2 - Failure to call in more than three times as detailed in Article XI, Section 11.7 shall be grounds for immediate dismissal. The same shall apply to leaving work before the end of shift, except for scheduled lunch breaks. The Employer recognizes there may be mitigating circumstances which could cause a hardship on the employee.

## **ARTICLE X - SETTLEMENT OF DISPUTES**

Section 10.1 - All employees shall be governed by College policies and procedures unless specifically addressed under the terms of this Agreement. For those policies and procedures which include a grievance procedure, it is understood that the grievance procedure described herein will be the substitute for those employees covered under this bargaining agreement.

Section 10.2 - All difficulties arising out of the interpretation of this Agreement shall be resolved in accordance with the following steps:

Step 1: Prior to filing a written grievance, the employee must have discussed the cause of complaint with the supervisor, or his/her designee.

Step 2: Within no more than 10 working days from the cause of complaint, or the employee's reasonable knowledge of the cause of complaint, the employee or the Union on behalf of the employee must file a written grievance with copies to the 1 - the supervisor, 2 - the Director of Facilities Operations, and 3 - the Human Resources Office. Within 10 working days of receipt of the written grievance, the Director of Facilities Operations, or his/her designee, will contact the employee to discuss the grievance.

Step 3: If the complaint is not resolved at Step 2, within 5 working days of the discussion in Step 2, the employee will notify Human Resources in writing that the grievance is now at Step 3. Within 10 working days of receipt of the notice at Step 3, the Director of Human Resources, or his/her designee, will contact the employee and his/her bargaining representative to discuss the grievance.

Step 4: If the above parties are unable to resolve the complaint at Step 3, the matter shall be referred to one umpire selected by the Union and the Employer who shall be a qualified and disinterested person, and who shall have the deciding vote in the matter at issue. The decision of the umpire shall be final and binding upon all concerned. Each party shall pay one-half (1/2) of the costs of the umpire. There shall be no interruptions of work by the Employer or by the employees, pending, during, or after such final adjustment.

Section 10.3 - The Employer and the Union, realizing that a college is different in its operation from industries because of the type of service rendered to the community, and for humanitarian reasons, agree that there shall be no lock-outs on the part of the Employer, nor suspensions of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there shall be no strikes, picketing, or work stoppage, and that all disputes shall be settled by adjustment between parties, as herein provided.

## ARTICLE XI - HOURS OF WORK

Section 11.1 - 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 in any one (1) day or forty (40) hours in any one (1) week shall constitute overtime and shall be paid for at the rate of time and one-half (1-1/2). The forty (40) hour week shall be worked in five (5) consecutive days.

Section 11.2 - Work schedules shall provide for an additional one-half (1/2) hour each day, on the employee's own time, for lunch or supper.

Section 11.3 - No employee shall be called for less than four (4) hours work in any one (1) day. Any employee called back after the regular shift, if he/she had already worked eight (8) hours, shall receive at least two (2) hours pay at the overtime rate which shall be time and one-half (1-1/2).

Section 11.4 - No employee shall be required to work a split shift unless it is mutually agreed upon by the employee and the Employer.

Section 11.5 - Any working time requiring overtime pay must be requested and approved in advance by the Supervisor. **Assigned** overtime is mandatory and based on a revolving list of eligibility with those who desire to work overtime having priority over those who choose not to work overtime.

The Employer will maintain **three** lists: 1-the overtime priority list **for those who desire to work overtime**; 2-the overtime deferred list; **and 3 – the emergency overtime list for those willing and**

**able to respond to emergency overtime needs.** Employees who wish to work overtime will sign up on the overtime priority list(s). Overtime opportunities are assigned to the first name on the top of the **overtime priority list (if the need for overtime is known in advance) or emergency overtime list (if the need for the overtime is not known in advance).** Names **were** initially arranged by seniority **and** all new names will be added to the bottom of the list. After working overtime, the top listed person's name goes to the bottom of the list. When a priority list employee is excused by the Employer from working overtime, the next person on the list will be assigned the overtime. **The excused employee's name stays at the top of the list.**

Employees who do not wish to work any overtime will sign up on the overtime deferred list. This list will be the basis for staffing overtime only if there are no volunteers available. Names will initially be arranged in reverse order by seniority after which all new names will be added to the **top** of the list. After working overtime, the top listed person's name goes to the bottom of the list.

Employees may request to have their names removed from one list and added to the bottom of the other at any time, **but not more than once per pay period.**

Overtime staffing procedures recognize three different occasions when overtime is required: 1-scheduled overtime; 2-extended overtime, and 3-emergencies. In the case of scheduled overtime **and emergencies**, the Employer will use the procedures described above. In the case of extended overtime, the Employer may extend the hours of a person on the shift.

Section 11.6 - Employees shall attend all safety and training meetings scheduled during their assigned shift.

Section 11.7 - Employees sick or needing to report late or absent for work shall call in at least one (1) hour before the start of their assigned shift.

Section 11.8 - Employees assigned to negotiate this contract or conduct union business with the College shall be paid only for actual hours worked. The four-hour minimum in Section 11.3 shall not apply in these circumstances. The only exception is in the case of investigatory meetings conducted by the Employer where the employee reasonably believes the investigation may be leading to disciplinary action being taken. In such instances, if a Shop Steward attends the investigatory meeting, the Shop Steward's wages for time spent will be paid by the Employer.

## ARTICLE XII - HOLIDAYS

Section 12.1 - The following shall be recognized as holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Employee's birthday	Christmas
MLK holiday (as observed by Reed College)	

Section 12.2 - If other official College holiday time is granted to non-academic employees generally by the Employer, it shall apply also to employees covered by and under this Agreement.

Section 12.3 – **If required, because of business needs**, employees working on an official College holiday shall be granted, at their option, either **another day** off during the week preceding or following the holiday, for which they will receive their full regular pay, or extra pay, at the rate of time and one-half (1-1/2), for the time worked on such a holiday.

Section 12.4 - If a holiday occurs during an employee's vacation, the employee will receive pay for the day of the holiday and the time will not be charged to vacation time.

Section 12.5 - If a holiday occurs on an employee's regularly scheduled day off, any employee not working on the holiday **may choose to take another day off during the week preceding or following the holiday**, or shall be paid for the holiday.

## ARTICLE XIII - VACATIONS

Section 13.1 - All employees who have been continuously employed shall, on their anniversary date with the College, be eligible for the following vacation accrual:

<b>Service:</b>	<b>Accrual per pay period:</b>	<b>Days:</b>
Hire date through 4 years	3.07 hours	10
Five (5) years	4.62 hours	15
Six (6) years	4.92 hours	16
Seven (7) years	5.23 hours	17
Eight (8) years	5.54 hours	18
Nine (9) years	5.85 hours	19
Ten (10) years	6.15 hours	20
Eleven (11) years	6.46 hours	21
Twelve (12) years or more	6.77 hours	22

Section 13.2 - In the event of termination of employment prior to six (6) months, no vacation is accrued. In the event of termination after six (6) months, an employee shall receive the vacation accrual payment for which he/she is eligible only if the employee has given two (2) weeks' prior written notice of voluntary resignation. In any case, no vacation may be taken during the first six months of employment.

Section 13.3 - Vacations shall be taken at times desired by employees as far as practicable, but the final allotment of vacation period is reserved by the Employer to insure orderly and efficient operation of the institution. **Employees cannot use vacation time in advance of accruing it. Sick leave cannot be used to cover vacation requests.**

Section 13.4 - Vacation pay shall be based upon the employee's regular schedule of hours of work per week and his/her regular rate of pay at the time the vacation is taken.

Section 13.5 - No employee will be required to use vacation during periods of shut-down.

## ARTICLE XIV - SICK LEAVE

Section 14.1 - Employees shall be entitled to a maximum of twelve (12) working days sick leave annually. This is accumulated at the rate of one (1) day per month, effective when hired, but no sick leave is granted during the first six (6) months of employment, and the accumulation shall extend over a period of three (3) years to a total of thirty-six (36) days.

Section 14.2 - All employees who voluntarily terminate after one (1) year shall be entitled to 100% of all **unused** sick leave, **up to a maximum of thirty-six (36) days**.

Section 14.3 - Employees are **required** to give two (2) weeks written notice of intended termination. Failure to give such notice will result in loss of any earned sick leave pay. The Employer agrees to be reasonable and observe cases of hardship.

Section 14.4 - The Employer may require proof of illness, in cases of absence of three (3) days or more. Reasonable suspicion of abuse of sick leave may also result in proof of illness being required.

## ARTICLE XV - BEREAVEMENT LEAVE

Section 15.1 - When a death occurs to a member of an employee's immediate family, the employee, at his/her request, will be granted reasonable and necessary time off as **bereavement** leave and will be compensated at his/her regular straight hourly rate for hours lost from his/her regular schedule **for** a maximum of three (3) days compensation.

Section 15.2 - Members of an employee's immediate family shall be limited to the employee's father, mother, step-parents, brothers, sisters, wife, husband, children, step-children, mother-in-law, father-in-law, sons-in-law, daughters-in-law, grandparents and grandchildren, or another person living in the same household as the employee.

Section 15.3 - The Employer may require verification of death.

## **ARTICLE XVI - JURY DUTY**

Section 16.1 - Any regular employee who is required to perform jury duty will be entitled to reimbursement at the straight time hourly rate of his/her regular job provided, however, that such reimbursement shall not exceed eight (8) hours per day or forty (40) hours per week. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service.

Section 16.2 - Day shift employees will be required to report for work if their jury service ends on any day in time to permit at least four (4) hours work in the balance of their regular shift. Other shift employees will not be required to report for work on any day in which they have performed jury service for more than four (4) hours.

Section 16.3 - Any jury duty pay derived from jury duty will be reimbursed to the College.

## **ARTICLE XVII - BENEFITS**

Section 17.1 - The normal College policies covering benefit plans for non-academic employees, who are not administrative officers of the College, shall apply to employees covered herein. The benefits shall be those provided for in the Staff Policies and Procedures Manual and as modified for eligible staff either within or outside the normal open enrollment period.

Section 17.2 - The normal policies of the College as provided for in the Staff Policies and Procedures Manual regarding retirement shall apply to employees covered herein.

## **ARTICLE XVIII - PAYDAYS**

Employees covered by this Agreement will be paid every other Thursday for the two (2) week period ending the previous Sunday.

## **ARTICLE XIX - REDUCTION OF PAY**

No employee shall receive a reduction in pay by reason of the adoption of this Agreement.

## ARTICLE XX - WAGE RATES

Section 20.1 – There shall be four levels of pay based on seniority: employees who have less than two years of service; employees who have two years of service through six years of service; employees who have seven years of service through fourteen years of service; and employees with fifteen years or more of service.

Section 20.2 - **Employees will be hired for (or will transfer to) a particular shift; day, evening or night. Shift differential: All employees hired to work the evening shift shall be paid an additional 2.25% per hour over the day shift rate and all employees hired to work night shift shall be paid an additional 4% per hour over the day shift rate for each hour worked. On occasion, an employee may be asked to work a different shift. In this situation, the employee will be paid the shift differential that applies to that shift.**

Section 20.3 - For fiscal years **2011/12, 2012/13 and 2013/14** wages shall be adjusted by the across-the-board salary scale adjustment for College non-academic staff effective on July 1 of each year.

## ARTICLE XXI - TERM OF AGREEMENT

Section 21.1 - This Agreement shall be in full force and effect during the period from **July 1, 2011** to and including **June 30, 2014**.

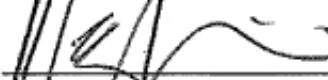
Section 21.2 - Either party desiring to change, modify, or terminate this Agreement may do so by giving written notice to the other party of its intent to do so at least sixty (60) days prior to the 30th day of June, **2014**. In the event such notice is not given, this Agreement shall continue in effect for the ensuing year and annually thereafter until a notice, as aforesaid by the party desiring the change, is given the other party not less than sixty (60) days prior to any succeeding anniversary date (June 30<sup>th</sup>).

DATED at Portland, Oregon, as of this 29<sup>th</sup> day of July, 2011.

FOR THE EMPLOYER:  
REED COLLEGE


  
Edwin O. McFarlane *8/4/11*  
Vice President/Treasurer

FOR THE UNION:  
SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 49

  
Meg Niemi  
SEIU Local 49 President

  
Craig Quaranto

  
Frank Robinson

  
Anna Roberts, SEIU 49 Organizer

**Reed College and SEIU  
Memorandum of Understanding  
June 29, 2011**

The college will ask one of the two recommended custodian/combination workers to serve a term on the college's Faculty-Staff Benefits Committee. The term would start in the academic year 2011-12.


In the 2011 Fall Semester the college will raise the following issues with the Faculty-Staff Benefits Committee for its consideration and recommendation to the President.

1. The establishment of a sick leave bank.
2. Should vision care, including coverage for glasses, be added to the college's current medical plans?

The parties agree that custodians/combination workers' premiums for Reed's core medical package will be no more than the greater of:

- 9.5% of their average monthly income for the preceding calendar year,
- 9.5% of the average monthly income that would have been earned if the custodian/combination worker had been compensated for 2080 hours in the preceding calendar year

  
Edwin O. McFarlane  
Vice President/Treasurer

  
6/29/11