



# COLLECTIVE BARGAINING AGREEMENT

*between*

ABM | EDUCATION

AT EVERGREEN AND RIDGEFIELD SCHOOLS



SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 49

*in effect from*

SEPTEMBER 1, 2021

— *through* —

AUGUST 31, 2025

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## **AGREEMENT**

This Agreement and its incorporated appendices are between ABM Industry Groups, LLC, hereinafter designated as the Employer, and Service Employees International Union, Local No. 49 affiliated with Service Employees International Union, Change to Win (CTW), hereinafter designated as the Union.

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

### **ARTICLE 1 • NON-DISCRIMINATION / NON HARASSMENT**

Neither the Employer nor the Union shall discriminate against any employee in the Bargaining Unit on account of race, color, religion, national origin, veteran status, 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, veteran status, 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 this Agreement or who perform the duties of those classifications, within the Union's jurisdiction of Clackamas, Multnomah, and Washington Counties in Oregon and Clark County in Washington. The Employer agrees to the terms and conditions of work as specified in this Agreement.

#### **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. At no time will a management trainee displace hours that could have otherwise been worked by an employee covered under this agreement.
- C. With the exception of Article 24, this Agreement does not apply to subcontractors.

## 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 Employer shall at the time of hire inform each new employee of the existence and terms of this Agreement and of such employee's obligations relating to Union membership. The Employer shall also at the time of hire give each employee a copy of the Union's New Membership Information as supplied by the Union.

### 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.

#### 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 with their social security number, monthly pay (excluding overtime) and the amount deducted. This information will also be provided on computer disk. 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. The Union will provide no less than thirty-one (31) calendar days' notice to the Employer prior to adjustment of the Union rates.

**Section 5. Information on Membership and Work Sites**

By the fifteenth (15th) of each month the Employer shall provide the Union with:

**A. New Members**

A listing of the name, address, telephone number, Social Security number, work classifications, work site or route, hourly wage rate and scheduled hours of work of newly hired employees subject to the Agreement.

**B. Updated Member Information**

A listing of known changes to employee information including name, address, telephone number, work classification, hourly wage rate and scheduled hours of work, leaves of absence status, work site or route locations.

**C. Complete List of Employees**

A listing of the name, address, telephone number, Social Security number and unique employee number, work classification, work site or route, hourly wage rate, and shift for each employee subject to the Agreement. The listing shall be in a mutually agreed upon format and shall be electronic, if possible.

By September 15th of each year, the Employer shall provide the Union with:

**D. Work Site Information**

A listing of all work sites, including the addresses of all locations cleaned, totals of square footage, the classification of work performed there, and the shift start times.

**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.

**Section 7. Probation**

Employees shall be considered on probationary status after having completed Employer's training program (if required for an employee's position) and during the first five hundred and twenty-two (522) hours up to a maximum of six (6) months of regular employment. If an employee has not reached five hundred and twenty-two (522) hours after six (6) months of employment, the Employer may extend the probationary period an additional three (3) months if an employee demonstrates performance deficiencies. The Employer will notify the employee of the deficiencies and of the extension of the probationary period in writing before the employee

reaches their six (6) month anniversary. If the Employer does not extend the probationary period within the first six (6) months of employment, the employee will no longer be on probation.

**A. Grievance Restrictions**

During the probationary period, employees may be disciplined and discharged without recourse to the grievance procedure.

**B. Rights Under The Contract**

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

**Section 8. Informing New Employees**

The Employer will facilitate an initial meeting within the first thirty (30) days 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 Employer will provide any employee being offered work in the school accounts falling under this article an explanation of the wages, benefits and seasonal layoff associated with the work, in writing at the time the work is offered, unless this information was provided at the time of hire.

**ARTICLE 4 • EMPLOYER RIGHTS**

**Section 1. Employer Rights**

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

B. 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 or change in customer contractual obligations;
7. Enact and enforce work rules, policies and regulations.

C. Notwithstanding the enumerated rights stated above, the Employer has certain residual rights that have not been ceded or limited by virtue of their omission.

D. The Employer shall not negotiate any terms with the customer that will restrict or reduce the provisions of this Agreement.

## **Section 2. Customer Rights**

The school districts have the right to have their business decisions and business operations respected, including requesting the removal of an employee from a job site. If a district requests removal of an employee, the Employer will provide prompt written notice of the request to the employee, including a statement of the employee's rights under this Article.

If the removal is not disciplinary in other words, the Employer does not have just cause to terminate the employee under the Article 8 Disciplinary Standards. The Employer will place the employee in a comparable position in the same geographical area. The school district have the right to exclude individuals from their property for just cause without harassment or judgement by the Employer, the Union, or the employee.

## **ARTICLE 5 • UNION RIGHTS**

### **Section 1. Bulletin Boards**

The Union may create and maintain bulletin boards with permission of the Employer's customer. Binders may be used if space is not available for bulletin boards. The Union will pay for, install and maintain these bulletin boards and binders.

#### **A. Size and Placement**

1. The bulletin boards shall not exceed six (6) square feet. One bulletin board may be placed per work site in the main custodial office. The bulletin boards must be placed so they can be viewed by employees without obstruction. Further with the exception of Section 1 C 2 of this Article, the Employer shall not take action that results in the obscuring, removing, relocating or censoring of bulletin boards. However, if a customer requests the removal or relocation of a Union bulletin board, the Union will make said accommodations within twenty-four (24) hours.
2. The Employer, Union and customer shall meet and attempt to reach a mutually acceptable accommodation.

#### **B. Informing Employer**

As a courtesy to the Employer, the Union shall send to the Employer a copy of all Union postings. The Union shall send a copy of its posting to the Employer prior to posting. Copies of the posting shall be sent to the Employer's administration office via email.

#### **C. Content**

##### **1. Authorization Process**

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

##### **2. Content Restriction**

Any derogatory, false, or misleading postings may be removed by the Employer. The Employer will immediately contact the Union, to determine the appropriateness of the material. If a mutual agreement is not reached then the posting will be re-posted and may be grieved by the Employer and removed only if the claim prevails through the grievance process.



## **Section 2. Union Insignia and Apparel**

Consistent with the content restrictions of Section 1, C, 2 Employees may wear a union button or a union patch. The Employer and the Union will work together to see that the Union logo does not obstruct Employer or Employee identification.

## **Section 3. Rights of Enforcement**

### **A. Access to the Workplace**

A duly authorized Union representative or designated steward shall be permitted at the Employer's work sites to investigate grievances and observe the Employer's administration of this Agreement, as provided below. In recognition of the Employer's customer's security requirements, written arrangement must be made by the Union at the Vancouver ABM office at least twenty four (24) hours in advance. A request made by the Union with less than twenty four (24) hours will not be unreasonably denied.

The Union representative or designated steward shall meet with employees and the shop steward in designated non-work areas, such as in custodial offices or outside.

The staff or union steward will be allowed to meet with employees during work hours provided it does not unreasonably impede the completion of the employees or shop stewards duties, when possible, such meetings shall be confined to break and lunch periods or after school hours. The Union representative will make all possible efforts to visit the worksite outside of school hours (e.g., before school buses arrive in the morning and after buses depart in the afternoon). Should there still be the need for a visit to the worksite to investigate grievance or observe the Employer's administration of this Agreement during school hours, the Union representative will notify the Employer at least twenty-four (24) hours in advance.

Upon arrival at the worksite, the Union representative will check-in with the site supervisor or other designated Employer representative. The Union steward will contact the ABM Vancouver office upon conclusion of their visit.

The union steward or representative will sign in at the school.

All union representatives shall wear visible photo I.D. cards while on school property.

The Union will perform criminal background checks on any representative before allowing them on the job site. Any representative with a felony conviction, any conviction related to a child, sexual assault, or violent act will not be allowed on a school work site.

### **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, unless the documents are privileged or not relevant. Any dispute over release of documents shall remain within the scope of the NLRB. Any delay in providing such records will equally extend the grievance file time.

### **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 manager. When requesting permission, the steward will inform the manager 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 manager and promptly report back to work. If the meeting extends past the end of shift, the shop steward may leave without notice.

## **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 Washington State Labor Council, AFL-CIO.

## **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.

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**

Individual grievances shall be referred in writing and signed by the employee prior to the grievance moving to step 2. Class action grievances shall be signed by a union steward or representative. Grievances shall include the following:

- A. The date the grievance was filed;
- B. Name of the employee/Class Action;
- 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 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.

### **A. Step 1**

Grievances concerning selection for an opening shall be submitted within ten (10) business days from when the employee is aware of the selection; all other grievances must be submitted in writing to the Employer within twenty (20) business days from when the employee is aware of the occurrence. The Employer shall give its response to the grievant, the steward who filed the grievance, and the Union representative within ten (10) business 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.

### **B. Step 2**

If the grievance is not resolved at Step 1, it must be submitted in writing to the Employer no later than ten (10) business days from the date of receipt of the Employer's response. Also, all termination grievances shall be referred immediately no lower than Step 2 of the grievance procedure.

The Employer's representative shall meet the Union representative and the employee within ten (10) business 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 ten (10) business 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 ten (10) 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.

### **D. 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 ten (10) business days to a Joint Conference Board. The Board will be made up equally of one (1) or two (2) designated representatives of both the Employer and 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 ten (10) business days of the conclusion of the Joint Conference.

## **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 ten (10) business days or the grievance is waived.

### **B. Selection of Arbitrator**

Within fifteen (15) business 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 three (3) business 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 shall notify the Arbitrator of their intent to have the issue presented and the Arbitrator shall convene the hearing within thirty (30) business days.

Both parties shall present their case before the Arbitrator at that hearing who shall render a decision within fifteen (15) calendar days.

Within ninety (90) calendar days of the signing of this Agreement, the parties shall select a mutually agreeable panel of three Arbitrators 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 24, 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.

### **Section 9. 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.

## **ARTICLE 8 • DISCIPLINE STANDARDS**

### **Section 1. Just Cause**

#### **A. Just Cause**

Discipline and discharge shall occur according to the principles of Just Cause, and whenever reasonable shall proceed in accordance with progressive disciplinary measures. 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 reasonably 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 evenhandedly 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's service with the Employer.

**Section 2. Grounds for Termination**

Immediate termination may be a reasonable degree of discipline including, but not limited to:

A. Drugs

Being under the legal influence of, in the possession of, engaging in the distribution of, engaging in the sale of, or engaging in the transference of alcohol or un-prescribed illegal drugs while on duty or while in control of Employer-owned or customer 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 sanctioned actions and activities.

- D. **Possession of a Firearm or Explosives**  
Possession of a firearm or explosives while on the customer or Employer premises or property. Violation of school district's weapons policy, with the exception of normal janitorial equipment.
- E. **Violence**  
Threatened or initiated use of physical violence.
- F. **Key Duplication**  
Unauthorized duplication of keys that lock or secure Employer or customer premises, property, or equipment.
- G. **Falsification of Security Background Information**  
Falsification of information requested for a security background check.

### **Section 3. Grounds for Immediate Suspension**

Immediate suspension may also be reasonably applied in cases of:

#### **A. No Call/No Show**

Employees failing to report without giving four (4) hours' notice.

#### **B. Falsification**

Falsification of Employer documents. Employees may, however, request to amend his/her Employment record to reflect his/her actual name or social security number without penalty.

#### **C. Harassment/Discrimination/Bullying**

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, or bullying as provided in Article 10.

#### **D. Refusal to Work**

Except in case of personal or family emergency, or medical limitations, employees shall not refuse to perform their regularly assigned work.

#### **E. Smoking**

Smoking in unauthorized areas.

#### **F. Intimidation**

Verbal or physical harassment or intimidation.



#### **Section 4. Warning, Suspension, Documented Coaching and 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 related 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.

Documented Coaching: Documented Coaching shall not be considered discipline, nor be considered a step in the progressive discipline process. Coaching will not be documented on the notice of corrective action form.

#### **Section 5. Personnel Records**

No disciplinary material or performance reviews reflecting critically on an employee shall be placed in the employee's personnel record that does not bear the signature of the employee. The Employer may require an employee to sign provided the following disclaimer is attached to the material: "Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee. The employee's signature does not indicate agreement with the contents of this material."

The record of a disciplinary action, and related documentation, shall be removed from an employee's personnel record no later than two (2) years after the date of the disciplinary action if the employee has not been subsequently disciplined for a recurrence of the offense or a related offense. Notwithstanding the foregoing, if an employee, with more than four (4) continuous years of service and otherwise good prior attendance and job performance, receives disciplinary action, such employee may request the Employer remove the record of the disciplinary action from their personnel record after six (6) months, if there has been no additional disciplinary actions.

### **ARTICLE 9 • CONDITIONS OF WORK**

#### **Section 1. Free Work Prohibition**

It is the intent that there shall not be free or time off the clock work practices under this agreement. This provision shall be strictly enforced and any employee found by the employer or by the union to be engaging in unauthorized practices shall be subject to disciplinary action.

#### **Section 2. Hours of Work:**

Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. The minimum unit of work shall be one minute. Any time worked which is less than one minute shall be considered as one minute.

Substitutes will not be required to accept assignments if less than ten (10) hours has passed between the end of their previous eight (8) hour shift and the next shift, and will not be required to work more than ten (10) hours in a twenty-four (24) hour period. Substitutes who turn down work under this provision will not be disciplined and will not be held out of seniority order for future job assignments.

#### **Section 3. Overtime**

All compensable hours in excess of forty (40) hours within the Employer's seven (7) day work week shall be paid at the rate of time and one-half (1 ½). Work performed on a sixth (6<sup>th</sup>)

consecutive day shall be paid at time and one half (1 ½), provided that the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day is after the employee's regularly scheduled days of work.

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

Employees have the right to refuse to work overtime. In addition, overtime will be subject to the rules of seniority under the terms of Article 12, Section 3B.

Overtime worked will not exceed one and one half (1 ½) times the regular rate of pay. Holidays will be paid as stated in Article 17, Section 2C.

#### **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. Equipment**

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

#### **Section 6. Accidental Damages:**

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

#### **Section 7. 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 regularly report to work. If the school district cancels school and excuses district employees for the day, the Employer will not expect employees to work alone, under hazardous conditions. If there is an ice/snow storm that occurs after school hours that creates hazardous driving conditions, employees will not be required to come to work if they cannot do so safely.

Employees who are unable to safely report to work must follow the Employer's regular call in procedures to report absences. On days where schools is closed due to weather conditions, if an employee is unable to make it to work, the employee may use accrued paid time off to cover the absence.

If an employee has exhausted paid time off, or has not yet accrued adequate amounts of paid time off to cover an absence due to extreme weather, and as a result of the absence the Employee falls below the monthly qualifying hour requirement for health and welfare coverage, the Employer will maintain health and welfare coverage for the Employee for the month assuming they have otherwise qualified for health and welfare coverage.

## **Section 8. Discussion of Terms and Conditions of Work**

Employees may discuss among each other, their Union Steward and Staff, all issues and facts relating to the terms and conditions of work including but not limited to wages, and work policies.

## **Section 9. Security**

### **A. Criminal Background Check**

The Employer may require a criminal background check upon hiring or with just cause, or periodically on a unit wide basis.

### **B. Surveillance**

When conducting video surveillance the Employer will not target a specific person. The Employer must be able to prove just cause in order to use concealed or covert video or audio surveillance of the workplace. All terms of the surveillance, including dates, locations, and any recordings and evidence, will be made available to the union or the subject employee upon request for a period of one year, after which such records and evidence shall be destroyed, unless they serve as evidence for a termination with cause.

## **Section 10. 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.

## **Section 11. Earned Leave Statement**

A quarterly earned leave statement will be issued to each employee indicating the current vacation, sick and bonus leave that the employee has accrued.

## **Section 12. Window Cleaners**

Subject to their availability at straight time, an ABM Window Cleaners(s) will clean interior and exterior windows over one (1) story which the Employer has designated for cleaning and which the Project Manager and building lead have agreed present unique circumstances, which makes cleaning by ABM Window Cleaner(s) appropriate.

## **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.

### **Section 2. Safety Training**

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**

- A. 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.
- B. Implementation of any such drug screening policy must be equitable and unbiased...

### **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 equipment between floors if there is a working elevator.

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

### **Section 6. Extreme Heat**

During the summer months the Employer and the Union will jointly ask the district to discuss providing air conditioned areas for employees to utilize during rest and break periods. In addition, the employer will furnish fans, allow access to air-conditioned areas for breaks and rest periods where available and access to cold water.

Should the temperature in the worksite exceed 84 degrees Fahrenheit (indoor temperature), the Employer and the Union will meet and discuss arrangements to ensure safe working conditions, including, but not limited to, the possibility of adjusting work schedules or temporary assignment to cooler areas, providing additional personal cooling items, and to allow additional break periods.

If at any time an employee is concerned for their personal safety, the employee should immediately stop work and discuss the concern with their supervisor or manager. The Employer will ensure the employee is in a safe environment. Employees will be allowed at least an extra five (5) minute break. Employees must notify their supervisor of any continuing health concerns so that appropriate action can be taken (i.e. nurse line).

Ventilation: Employer will work with employees to provide ventilation to remove harsh chemicals, fumes from paint, major maintenance, diluted and humid air and other chemicals that are present. If an employee feels as though they are exposed to any of the above conditions, employees can contact supervisors to correct the conditions, arrange to move to a different part of the building and or provide fans or other methods of creating properly ventilated work areas.

### **Section 7. 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.

### **Section 8. Cell Phones**

Employees will be permitted to carry cell phones for emergency purposes. The Employer may establish a reasonable cell phone policy regulating such use, including compliance with customer regulations. The Employer, showing reasonable cause, may require an employee to show their work time cell phone call history.

### **Section 9. Safety from Identity Theft**

The Employer will not use the employee's social security number for identification purposes.

### **Section 10. Bullying Prevention**

It is the intent of the Employer and the Union that all employees work in an environment free of workplace bullying. Bullying is repeated and ongoing behavior that involves: Abusive conduct that creates an intimidating atmosphere at work; verbal or physical harm to employees; and a power imbalance between the individual engaged in the conduct and the employee subject to the conduct.

## **ARTICLE 11 • INDUSTRIAL INSURANCE**

### **Section 1. Workers' Compensation Insurance Required**

The Employer will furnish State Industrial Accident Insurance, or its equivalent, and the premium shall be paid by the Employer.

Upon notification by the employee of a workplace injury the Employer will provide such employee with a copy of the Union's Workers' Compensation Rights Information as supplied by the Union.

## **UNION 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. Location**

1. Multiple Common Sites

If a common property management has a work site with multiple buildings, then it shall be treated as a single job location.

2. Route Work

Route work, as defined by the Employer, shall be treated as a single location regardless of the number of locations worked.

**C. 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. Determination of qualifications shall be the sole discretion of the Employer.

**D. Union Leave**

Employees on Union Leave shall continue to accrue seniority.

**Section 2. Openings, Transfers and Promotions**

**A. Intent**

The purpose is to establish a procedure to determine among multiple applicants who is granted a position in cases of openings, transfers or promotions. In the case of transfers it does not mean that employees with more seniority in one building or account can displace, bump or remove employees with less seniority in another building or account who are satisfactorily performing their assigned work

**B. Employer Must Give Notice Of Openings**

- C. Within one week of any regularly assigned position of four (4) hours of more being vacated, the Employer will post the position for a minimum of five (5) business days in an area frequented by employees in ABM's Vancouver Office and in each school where employees work. The announcement will be delivered to each school for posting in the custodian's office. The listings will include the location, wage, hours of work, and start date of the position.

In accordance with Section 2, all current written requests for promotions and transfers will be considered for any opening that exists. The procedure for managing requests is set forth the in Appendix C.

The Employer will make reasonable good faith efforts to fill vacant positions within one (1) month of the vacancy. If the Employer is unable to fill a vacant position within one

(1) month, the Employer will inform the top three (3) senior qualified candidates of the reason for the delay and an estimated time frame for filling the position. The Employer will inform the rest of the candidates that they were not selected at this time. Any employee who is substituting for a lead custodian and who is performing the duties of a lead custodian will be paid the corresponding lead wages, including during the summer months.

The Employer will not be required to post a vacant position within two (2) weeks or fill it within one (1) month in cases when an employee has been temporarily displaced due to circumstances such as an act of God, etc. and is unable to bump into a new position. In such case, if the position that has been vacated is in the same classification of an employee who is temporarily displaced, the employee who has been temporarily displaced will be assigned the vacant position for the period of time that they are waiting for their school to be reopened.

The Employer need not post temporary openings such as arise in the event a regular employee takes a medical or vacation leave or in the event that coverage is necessary while a permanent opening is posted, provided that the temporary opening does not exceed three weeks. The posting shall clearly state when an opening is temporary and when an employee on a leave has the right to resume his/her position at the conclusion of his/her leave.

Nevertheless, if a temporary opening exists because an employee is on leave and is expected to return to the position, preference for the temporary opening should be given to the senior qualified applicant at the site.

D. Employees Must Make Such Request in Writing

The employee will provide written notice to the Employer to request a transfer or promotional opportunity. Such a request will remain active for no less than one year.

E. Qualified

The employee will be granted such position based on seniority if they are qualified to do the available work.

F. Bidding Between School Districts

Custodians with three (3) or more years of service will be allowed to bid into schools in the District in which they are not currently working, and keep their seniority. Only two (2) successful bids out of one District into the other will be allowed every six (6) months.

G. When the Employer selects an individual for any opening, all employees who have requested the position (either by applying for the particular opening or by virtue of a current request for transfer or promotion) but who have not been selected, shall be notified of the selection and of the reason they were not chosen.

### **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 qualified employees working at the site, with the most senior employees holding the right of first refusal. Determination of qualifications shall be the sole discretion of the Employer.

If no one at the site wishes to perform the overtime, or if overtime is needed at a job site where no employee is regularly assigned, the work will be offered in seniority order to those employees from other schools who have indicated that they are interested in performing overtime at other schools. Once the Employer has made an attempt to contact the employee and is unsuccessful, the Employer may attempt to contact the next employee on the list. However, the Employer will leave a voicemail with all employees who do not answer their phones, unless they do not have voicemail. If an employee calls back before the overtime has been assigned, in this case the first employee to call back will be assigned the overtime. If an employee rejects such offered overtime three (3) times before the next survey, the employee's name shall be moved to the bottom of the overtime list.

The Employer will take a survey no less than one (1) time per year to determine which employees are interested in working overtime at sites other than those where they are regularly assigned. Employees may elect to add or remove their names from the overtime list at any time during the year, up to three (3) times per year.

### **Section 4. Lead or Day Positions**

The Employer will appoint such positions on the basis of seniority if merit and ability between candidates are approximately equal. The employee who was not placed according to the criteria above, the Employer will provide the employee with a written explanation of the reasons why the work was not offered.

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 according to the Bumping Procedure of Section 6B of this Article.

The Employer may not intimidate or retaliate in any way against an employee for refusing to seek or accept a promotion.

After a probationary period of 1044 hours in a lead position, an employee will not be demoted from a lead position unless he or she has previously received at least one disciplinary action for a deficiency and has not corrected the problem, unless he or she has been found to have committed an act for which termination or immediate suspension is justified at the first level of progressive discipline in accordance with Article 8. A lead may also be immediately demoted for insubordination, serious breaches of security, verbal altercations with customers or members of the public, unprofessional conduct, or a violation of the Employer's or Customer's information technology policies.



### **Section 5. 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. Notwithstanding this provision, Article 13, Section 2 shall take precedence over this section.

### **Section 6. 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.

#### B. Policy

Employees on layoff may bump an employee under the following terms:

1. The employee will be given the opportunity to return to their work classification, wage rate, shift and county where the employee previously worked. Such bumping will displace the least senior employee within such classification.
2. Such bumping will not displace a day shift, lead employee, or any employee requested by the customer.
3. The bumped hours must fully replace but need not exceed the hours worked previously by the employee.
4. The Employer's obligation shall cease after ninety (90) calendar days or if the employee accepts a job from any employer.

### **Section 7. Recall Rights**

Recall will be done in order of seniority providing the employer has the right to place day leads and night leads back to their original positions.

## **ARTICLE 13 • CLASSIFICATIONS OF WORK**

### **Section 1. Classifications**

Due to the different school sizes and the different nature of the school issues found at varying school districts, types of schools and among different education levels, additional sub-classifications of work may be found necessary. Such sub-classifications will appear in the appropriate appendix.

#### A. Day Custodian Lead

Day Lead Custodians are responsible for performing the work as required to attend to the daytime custodial needs of the school.

B. Night Custodian Lead

Night Lead Custodians are responsible for performing the work as required to attend to the evening custodial needs of the school (at secondary schools).

C. Night Custodian

Night Custodians are responsible for performing the work as required in attending to the evening custodial needs of the school.

D. Utility Custodian

Utility custodians are responsible for filling in for unscheduled day lead absences, delivering supplies and fixing equipment.

E. Graveyard /Swing Supervisor's Assistant

Graveyard/Swing Supervisor's Assistants are responsible for answering calls from custodians, delivering supplies, moving equipment, floor care duties and covering unscheduled absences as needed.

F. Floor Technician

Route floor technicians are responsible for cleaning carpets or floors in multiple locations as assigned, using company vehicle to transport equipment between sites.

G. Day Lead Assistants

Day lead Assistants work at high schools and are responsible for grounds, lunchrooms, and assisting high school day leads in addition to regular custodial duties.

**Section 2. Working Out of Classification**

A. Above Classification

Employees agreeing to perform work temporarily above their regular classification shall be paid on the basis of hours worked in that respective classification. Employees must work at least one (1) hour in the higher classification to receive the higher pay scale.

B. Below Classification

Employees assigned to perform work temporarily below their regular classification shall not receive a decrease in pay. This will include situations where an employee has lost a permanent position due to an act of God, etc., and to situations where an employee has been removed from a school due to a request from the school district, where the requirements of Article 12, Section 4, paragraph 4 have not been met.

C. Temporary Work Assignments

Article 12, Section 2B notwithstanding: In general, the Employer will fill temporary vacancies according to the following criteria:

1. If a high school day lead is absent, the day assist at that school will first be offered the work.
2. If a middle school day lead is absent, the night lead at that school will first be offered the work.
3. If a grade school day lead is absent, the Employer may assign an on-call custodian with seniority in mind as well as ability to complete the work.

In the event the vacancy is short term, defined as two (2) business days or less, the employer will fill the vacancy according to the following criteria:

1. If a high school day lead is absent, the day assist at that school will first be offered the work. (Only #1 above applies).

In the case that the above-listed person declines such work, the terms of Article 12, Section 2B will apply.

If the Employer determines that there is no qualified day lead replacement working at the school where the vacancy occurs, the Employer may fill the position with a qualified substitute.

At the request of the employee who was not placed according to the criteria above, the Employer will provide the employee with a written explanation of the reasons why the work was not offered. The Employer will specify a timeline for the employee to improve the deficiencies. If the employee completes the timelines and improves the deficiencies, the Employer will then assign the employee to temporary vacancies in accordance with the above criteria.

The Employer will train night lead substitutes in order to enable regular night leads to gain experience by substituting as day leads, if they so desire.

**ARTICLE 14 • WAGES**

**Refer to Appendixes A & B for wage information.**

The general wage increase to base wages for employees covered by this agreement shall be as follows:

Upon Ratification	September 1, 2022	September 1, 2023	September 1, 2024
\$0.80	\$0.65	\$0.65	\$0.65

If the Employer creates new classifications, the parties will bargain concerning the rate. If the parties cannot agree on a rate, the Employer will set an interim rate and the dispute will be submitted to interest arbitration with the arbitrated rate effective retroactive to the date the position is created.

Graveyard/swing supervisor's assistants, floor technicians and utility custodians will be paid at the high school daily rate of pay.

Graveyard custodians will be paid a \$.25 per hour shift differential.

Day lead assistants as defined per the CBA will be paid a \$.20 per hour shift differential.

Longevity Differential: Employees will receive an additional \$.25 per hour after their eighteenth (18th) anniversary over the CBA base wage for their position.

Includes renewal of current Apprentice Program concurrent with the term of the CBA.

## **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. The Union shall provide written notice to the Employer of said adjustments.

#### **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.

##### **4. Separate Line Item**

Paychecks will show the amount paid for mileage as a separate line item.

### **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**

- A. 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.
- B. 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.
- C. 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.
- D. **Prevailing Wage Determination**  
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 and if superior to the wages and fringes of this Agreement. Such work is to be assigned on the basis of seniority under the terms of Article 10.

**ARTICLE 17 • HOLIDAYS**

**Section 1. Observed Holidays**

- A. The following days shall be observed as holidays with pay under the terms of this Agreement:

New Year's Day, Martin Luther King Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day.

- B. Employee's Birthday

Employees with seven (7) 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 Birthday pay, or to work that day with Birthday pay in addition to the Employees straight time. Birthday pay shall be paid equal to the employee's average hours of work and average rate of pay.

C. Bonus Days

1. Employees with three (3) or more years of service with the company shall receive one (1) floating day off with pay. At least twenty-four (24) hours' notice must be given to the Employer.
2. Employees with one (1) year perfect attendance shall receive one (1) day off with pay. At least twenty-four (24) hours' notice must be given to the Employer.

**Section 2. Eligibility**

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

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 the terms of this Article.

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 may 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

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.

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 18 • VACATION

### Section 1. Earned Vacation

#### A. Basis for Accrual

Vacation pay shall be accrued based upon all compensated hours.

#### 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. After completing six (6) months of employment, employees will be permitted to use vacation, up to but not to exceed the most recent vacation accrual balance, as stated in the most recent quarterly accrual report.

#### C. Rate of Accrual

For employees hired before August 10, 2010:

Years of Service	Vacation Days Earned Per Year
1-5	10
6-14	10 + 1 additional day per year over 5
15	20
16-20	20 + 1 additional day per year over 15

For employees hired on or after August 10, 2010:

Years of Service	Vacation Days Earned Per Year
1-2	5
3-5	10
6-14	10 + 1 additional day per year over 5
15	20
16-21	20 + 1 additional day per year over 15

### Section 2. Payment for Earned Vacation

#### A. Date of Payment

Upon qualification, the employee can submit for vacation pay within one year. Vacation pay will be issued two (2) pay periods after the employee submits a vacation time card. Vacation pay requests may be made any time after the employee's anniversary date up to a period of one year.

**B. Anniversary Date**

Employees may elect to be compensated in cash for their unused vacation. However, employees will be allowed to retain up to 80 hours of accrued vacation time. Such vacation pay is to be paid the second payday after the pay period of the employee's anniversary date of hire.

**C. Payment**

Employees who elect not to request their vacation pay before their vacation, may record "Paid Vacation" on their regular time card for the days that they take as authorized vacation, and receive payment accordingly with their next regular paycheck. The Employer will provide employees with an accumulative total of available vacation time with their paycheck at the end of each employee's anniversary year.

**D. Payment on Termination**

Employees who have completed the probationary period and are terminated any time after twelve (12) 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 D of this Article.

**E. 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.

**F. Withholding**

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

**Section 3. Vacation Preference**

Where a conflict occurs between multiple vacation requests, preference in the matter of vacations shall be given according to seniority, provided that each vacation request is submitted according to company policy.

**ARTICLE 19 • SICK LEAVE**

**Section 1. Earned Sick Pay**

**A. Basis for Accrual**

Sick pay shall be accrued based upon all compensated hours.

**B. Eligibility**

No sick pay shall be accrued until an employee has completed the probationary period and has worked for the Employer for 522 hours or 6 months, then his / her sick pay shall accrue from the date of hiring.

Eligibility shall also be based upon the following schedule:



Length of Service	Total Paid Sick Days Per Year
0-36 months	6
3-8 years	7
9-15 years	8
16-20 years	9
20 years	10

**C. Rate of Accrual**

Employees have the option of accruing up to 280 hours of sick leave. If an employee has accrued over 168 hours, then on the second pay period after the employee’s anniversary date, the Employer shall, at the employee’s request, pay each additional hour of sick leave otherwise owed to the employee as additional wages at a rate of 50% of the employee’s regular rate. Alternately, the employee may elect to convert unused hours of sick leave to vacation at the rate of two hours of sick leave to one hour of vacation. If an employee reaches the 280 hour sick leave maximum, all additional accruing sick leave hours will be converted to vacation at the rate set forth above.

**D. Payment for Partial Day**

Employees will be allowed to take partial days from their earned sick leave, within one (1) hour increments.

E. Employees will be allowed to donate sick pay to employees who have no available sick leave. Sick leave can be donated in one (1) day increments.

**F. Discipline**

An employee may not be penalized in any way for an absence on a day when the employee is unable to work due to illness or injury and takes a day of paid sick leave providing the employee provides proof of illness or injury.

**Section 2. Payment on Termination**

**A. Payment on Termination**

Employees who have completed the probationary period and elect to terminate their employment at 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 B of this Article.

**B. 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; or
2. Failure to provide one (1) week’s notice; or
3. Termination for Just Cause.

**C. Withholding**

No more than the regular withholdings shall be deducted from sick 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. The employee may be required to provide a physician's certification of the need for the leave.

#### **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 thirty-one (31) days for the observance of a death of an immediate family member. Three (3) days will be paid by the Employer as bereavement leave. The employee may elect to use accumulated vacation leave for the remainder of the time they are absent. Members in the immediate family are defined as the employee's siblings, children, step-children, parents, step-parents, grandparents, grandchildren, spouse or domestic partner, immediate current mother in law/father in law, and these relationships are considered equal whether by law or by biological tie. One (1) day will be paid by the Employer as bereavement leave in the event of the death of an employee's son-in-law and/or daughter-in-law. The Employer will grant an unpaid leave from work of at least one (1) day for the observance of a death of other immediate family members of a spouse or domestic partner and family members not listed above without penalizing the employee in any way for the absence. The employee must furnish proof of death within 30 days of incident. Employees will be permitted to use accumulated vacation leave to cover bereavement leave that is not covered by the above provisions. Time off to attend memorial events for any relative or friend not aforementioned will not be unreasonably denied.

#### **D. Jury Duty**

The Employer will grant a leave of absence for the period of time necessary to serve on jury duty, however, in case of hardship the Employer will request in writing that the employee be excused from jury duty. If a day shift employee is called to act as a juror on a day when the employee was scheduled to work, the Employer shall pay the employee the difference between the amount of compensation received by the employee for jury duty and the amount of compensation the employee otherwise would have received. For such cases the employee must notify the Employer in writing and in advance.

#### **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.

#### **F. Personal Leave**

After six (6) months of employment the Employer may grant unpaid leaves of absence for personal reasons for up to thirty (30) calendar days.

#### **G. 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 (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 five (5) business days to return the employee to the job.

2. **FMLA:**

The Employer will comply with the more favorable of terms in either Washington State or Federal Family and Medical Leave Acts. FMLA leaves may apply with the following:

- a. Leave to care for a family member.
- b. Leave for an employee's own serious health condition.
- c. Leave for the birth, adoption, or placement of a foster child.
- d. On-the-job injury compensable under workers' compensation.

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 five (5) business days to return the employee to the job.

**B. Standards**

With the exception of a 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 with a competitor 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 two (2) business days' notice or sooner if possible 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:

The Union shall be entitled to withdraw up to two (2) full-time Evergreen Schools and one (1) full-time Ridgefield Schools employee. The Employer's waiver must be approved above the direct supervisor level.

2. 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: Notice to the Employer 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.

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 to the employee and benefits to the Employer.

**ARTICLE 21 • HEALTH AND WELFARE BENEFITS**

**Section 1. Signatory**

Employer is Signatory to the Service Employees International Union Local 49 Health and Welfare Trust ("Trust") Agreement. The Employer agrees that it is signatory to and bound by all provisions of the Trust Agreement. The designated administrator of the Trust shall provide the Employer with 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 Premium**

The Employer will offer employees a choice of:

1. SEIU Plan A
2. SEIU Plan C

All plans will include SEIU comprehensive dental.

Premiums for the SEIU Plan A health and welfare package, including any increases during the life of the contract, will be paid according to the following schedule:

Effective Dates:	Monthly Contribution Per Eligible Employee:
January 1, 2022:	\$30. If the cost of the health and welfare package (including dental and vision) increases over 10% from the January 2021 rates, increases in excess of 10% will be shared equally by the Employer and the employee.
January 1, 2023:	\$30. If the cost of the health and welfare package (including dental and vision) increases over 10% from the January 2022 rates, increases in excess of 10% will be shared equally by the Employer and the employee.
January 1, 2024	\$30. If the cost of the health and welfare package (including dental and vision) increases over 10% from the January 2023 rates, increases in excess of 10% will be shared equally by the Employer and the employee.
January 1, 2025	\$30. If the cost of the health and welfare package increases over 10% from the January 2024 rates, increases in excess of 10% will be shared equally by the Employer and the employee.

Employees will have the option of choosing Kaiser Plan C medical, for them and their children, to make it more affordable to add children to their medical insurance. ABM will pay the full amount that they would have paid for employee-only Plan A, plus an additional \$30 per month.

Employees will have the option of opting out of health coverage, provided that they can demonstrate alternative coverage. Employees who opt out will be paid an additional \$100 per month. Employees will be required to demonstrate alternate coverage on an annual basis.

The Employer will pay disability benefits premiums in the amount required to provide a weekly disability benefit of \$250 per week, regardless of whether the employee opts out of health coverage.

The Employer will not knowingly employ part-time employees to avoid payment of health and welfare premiums.

### **Section 3. Wage Reduction**

Employees in the last two (2) Progressive Steps (25th – 30th month, 31st – 36th month) will not have their wage rates reduced because of any increased benefit cost to the Employer.

### **Section 4. 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's hire date. Employees who have a break in service, defined as being separated from employment within thirty-one (31) days or more, shall be required to re-establish their eligibility.

#### **B. Ongoing**

Also, the employee must have been compensated for one hundred (100) 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 thirty (30) 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 5. 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 6. Dependent Coverage**

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

### **Section 7. FMLA Continuation**

The Employer shall comply with the provisions of State (including Washington's Paid Family Leave program) 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 13 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.

## **ARTICLE 22 • PENSION**

### **Section 1. Contributions**

#### **A. Amount**

The Employer shall continue to pay into the Service Employees International Union National Industry Pension Fund thirty-four cents (0.34) per compensable hour worked for all qualifying employees.

#### **B. Regular employees**

The Employer will make contributions on behalf of all regular full-time and regular part-time employees after ninety (90) days of employment.

#### **C. Part-time, seasonal and on-call employees**

The Employer will make contributions on behalf of all temporary, seasonal and on-call employees after one thousand (1000) hours of employment.

#### **D. Prior qualification**

For employees who have worked previously as a covered employee for ABM, all previous hours of service shall be counted for the purposes of the ninety (90) day or one thousand (1000) hour exemption.

### **Section 2. 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 3. Rehabilitation Plan**

The parties agree to adopt the Preferred Schedule of Supplemental Contributions and agree to contribute to the National Industry Plan in accordance with any updated Preferred Schedule of Supplemental Contributions rate table that may be adopted.

### **Section 4. 401(k)**

Prior to December 31st, 2018, the Employer and the Union will work to determine if a 401(k) is a viable option to be offered to employees in lieu of a pension. If the parties determine that a 401(k) is a viable option they will meet and confer to determine the details of administering the 401(k) benefit.

## **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**

### **Section 1. Conditions**

#### **A. Limited Conditions Accepted**

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

1. The Employer lacks special equipment or tools for performing the work.
2. The location of the work is in a geographical area which is not effectively covered by the Employer.
3. After consultation with the Union, the Employer is not able to fill positions with qualified applicants.

The Employer shall provide all relevant information to document the validity of such exceptions.

#### **B. Requirements for Exempt Subcontracted Work**

For any such subcontracted work allowable under the terms of this Agreement, the Employer will:

1. Compensate such employees at no less than the wage and fringe benefits specified under this Agreement.
2. Provide to the Union upon request all relevant information to document the Employee's wage and fringe benefit levels
3. Submit any dispute between the Union and the Employer over the terms to final and binding arbitration in accordance with the rules of the American Arbitration and Section 3 of this Article.

### **C. Present Exceptions**

The term of Section 1, Subsection A & B shall not apply to contracts to which the Employer is currently bound. The Employer will, at the earliest date allowable under the terms of such existing contract, renegotiate or terminate any such existing contract to comply with this Article.

### **Section 2. Notice**

#### **A. To the Union**

The Employer will notify the Union immediately of all currently subcontracted bargaining unit work, including addresses of all locations cleaned, totals of square footage cleaned, the classifications of work performed there, and the times that the shifts start.

### **Section 3. Failure to Comply**

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

## **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. 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.

Furthermore, the Union shall be liable to pay the Employer the difference between its economic terms and the more favorable economic terms of the other agreement, retroactive to the date of the other agreement.

## **ARTICLE 27 • 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 28 • WORKLOAD**

### **Section 1. Working Alone**

If an employee reasonably believes that the assistance of another employee is necessary to safely perform a task (e.g. moving furniture, working on a building roof, etc.) the employee must request such assistance through their supervisor, and will not be required to perform the task until the requested assistance has been provided, or they have been given clear direction from their supervisor in a manner to safely perform the tasks themselves.

### **Section 2. Time allotment plan**

No later than September 1st of each year, the Employer will develop a draft time allotment plan for each position or run for the following school year; the plan shall include a breakdown of the time spent for each task (by room, if possible, and otherwise by routine) and shall provide assistance to the employee regarding the sequence of tasks to be performed. The Employer will review and discuss the draft time allotment plans for each school with the custodians assigned to the school. Thereafter, but no later than October 1st of that year, the Employer will provide a reasonable time allotment plan to each employee. The Employer shall staff to the level called for by the allotment plan.

### **Summer time allotment plan**

The Employer will meet with each day lead and night lead custodian by June 20 each year to establish a summer cleaning and project schedule, including a reasonable time allotment and staffing plan for the summer schedule. The Employer will staff to the level called for by the allotment plan. No employee will have their regular hours reduced during the summer as a result of this plan, unless job requirements are adjusted as part of a reduction. If the Employer determines that an employee will be required to move to a different school during the summer months, any movement will take place in reverse seniority order, unless an exception is mutually agreed upon by the Employer, employee and Union. The previous sentence does not apply to day leads, who stay in their regularly-assigned school during the summer months.

### **Section 3. Workload Committee**

A workload committee will meet on a monthly basis to review workload issues and concerns. Prior to bringing a workload issue or concern to the workload committee, employees must first raise the issue or concern with their supervisor and, where appropriate, with their lead. If an employee reasonably believes that the supervisor has not adequately responded, the employee will fill out a Workload Form and submit it to the workload committee. The workload committee will include three (3) designated union members, two (2) management members, and up to two (2) management-assigned employee members. The minutes of each workload committee meeting

will be posted in all schools. Union and Employer representatives will alternate responsibility for taking minutes, and each party will have the opportunity to review the notes and make any corrections before a final version that is agreed upon by both parties is posted.

#### **Section 4. Access to the Workplace**

The workload committee will conduct site visits as a group when necessary to investigate workload concerns.

#### **Section 5. Workload Protection**

In case of equipment hazard, failure, or replacement if the employee has reasonably notified the Employer of the situation, the employee will 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 will be no increase in workload or decrease in compensation due to the enactment of this Agreement. There will be no unreasonable increase in the established workload. If an employee believes such an increase has occurred, and/or is assigned an additional task other than by the Employer, they should promptly and directly notify the Project Manager or Branch Manager. If the employee believes that the concern has not been adequately addressed, they shall submit their concern to the workload committee.

If an employee is temporarily assigned an additional task, the Employer will instruct the employee on how to complete the work within their assigned schedule, which may include permissible temporary reductions in their regular job assignment. The employee will not be required to perform an amount of work that cannot be reasonably completed in the allotted time. The Employer will report any additional tasks that are permanently assigned to employees to the workload committee. Whenever possible, the Employer will report these changes before they take place. The workload committee will review the assignment and determine if, and what, steps need to be taken to ensure a reasonable workload. If an employee believes that a significant additional task has been assigned, the employee can request a review by the workload committee. The workload committee will also perform ongoing reviews of the change in assignment in order to ensure that a reasonable workload is maintained. A workload committee member will be present during inspections of the run and provide feedback to the Employer and the employee if they are not able to resolve the problem initially on the step one process of the workload form.

#### **Section 6. Absent Coworkers**

When employees are absent from work, the Employer may arrange for a replacement worker to do their work. All lunch hours on a regularly scheduled school day will be covered. In the case that no substitute is available for a lunch run, the employee assigned to cover the absent employee's work will be compensated with \$2.00 over his/her current wage for each hour worked if the work was completed within the employee's regular work schedule.

Employees who are present at a worksite where a crew member is absent will not have their workload increased.

#### **Section 7. Notification**

##### **A. Meetings**

Employer will make a reasonable effort to announce meetings that require an employee to leave their site or change their hours of work, at least three (3) days in advance.

**B. Annual Supply Inventory**

Employees will be given no less than five (5) business days of notice to complete the annual supply inventory, provided that local management has been given notice. If local management is notified less than five (5) business days in advance, they will immediately notify all day leads that the inventory request is due.

**ARTICLE 29 • TRAINING**

The Employer will provide a one-week training program to all new hires. The training program will include:

**A. On-the-job skills**

A thorough explanation and demonstration of cleaning techniques and other on-the-job skills essential to the cleaning and maintenance of a school, including instructional videos.

**B. Rules and expectations**

A clear explanation of the rules that all ABM employees are expected to follow.

**C. Safety**

All safety procedures and precautions.

**D. Completion of the training checklist with designated trainer, Supervisor-management at the ABM office or designated location, provided the designated location is not the new hire's assigned worksite. Attached is Appendix D.**

New hire training will include no less than one (1) hour at the ABM office or designated location, provided the designated location is not the new hire's assigned worksite. During the one (1) hour offsite training, the new hire will be trained on the tasks on the new hire checklist. Once trained on the task it will be initialed on the new hire checklist. A copy of the completed and initialed checklist will be put into the employee's file and the other given to the new hire to take their assigned work site. One (1) hour of on-site orientation will be conducted by a supervisor, a rover custodian, lead custodian or a regular custodian who will review, utilize and initial the checklist. The completed checklist will be retained in the employee's file. Any employee assigned to train a new hire will be allowed one (1) extra hour for the first night on the job to devote to the assigned training.

Consistent with Article 9, Section 3, the employee assigned to train a new hire has the right to refuse overtime.

**ARTICLE 30 • TERMS OF AGREEMENT**

**Section 1. Duration**

This Agreement shall begin September 1st, 2021 and terminate August 31, 2025.

**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.

**SIGNATORY PAGE**

FOR THE EMPLOYER  
ABM|EDUCATION

FOR THE SERVICE EMPLOYEES  
INTERNATIONAL LOCAL UNION 49

Dean Fewkes

Jacob Faatz

Kyle Abraham

Karen Mullenix

Art Salinas

Melinda Siddiqui

Doug Socolofsky

Terry Grinier

**APPENDIX A • EVERGREEN PAY SCALE**

EVERGREEN SCHOOL DISTRICT  
September 1, 2021-August 31, 2022

<b>Job Title</b>	<b>0-36 MOS</b>	<b>3-8 YRS</b>	<b>9-15 YRS</b>	<b>16-20 YRS</b>	<b>20+ YRS</b>
SR HIGH SCHOOL DAY LEAD	\$18.24	\$18.40	\$18.70	\$18.86	\$18.97
MIDDLE SCHOOL DAY LEAD	\$18.24	\$18.40	\$18.70	\$18.86	\$18.97
ELEMENTARY DAY LEAD	\$17.85	\$18.24	\$18.61	\$18.76	\$18.90
NIGHT LEAD	\$117.51	\$17.88	\$18.24	\$18.40	\$18.53
CUSTODIAN/NIGHT	Progressive Steps in table below	\$16.94	\$17.36	\$17.52	\$17.68
WINDOW CLEANING RATE	\$23.74				

Progressive Steps for Night Custodians

<b>Timeframe</b>	<b>Amount</b>
HIRE-9 <sup>TH</sup> MONTH	\$14.55
10 <sup>TH</sup> -18 <sup>TH</sup> MONTH	\$14.66
19 <sup>TH</sup> -24 <sup>TH</sup> MONTH	\$14.82
25 <sup>TH</sup> -30 <sup>TH</sup> MONTH	\$14.97
31 <sup>ST</sup> -36 <sup>TH</sup> MONTH	\$15.11
Upon completion of 36 Months	Longevity Steps in table above

EVERGREEN SCHOOL DISTRICT  
September 1, 2022-August 31, 2023

<b>Job Title</b>	<b>0-36 MOS</b>	<b>3-8 YRS</b>	<b>9-15 YRS</b>	<b>16-20 YRS</b>	<b>20+ YRS</b>
SR HIGH SCHOOL DAY LEAD	\$18.89	\$19.05	\$19.35	\$19.51	\$19.62
MIDDLE SCHOOL DAY LEAD	\$18.89	\$19.05	\$19.35	\$19.51	\$19.62
ELEMENTARY DAY LEAD	\$18.50	\$18.89	\$19.26	\$19.41	\$19.55
NIGHT LEAD	\$18.16	\$18.53	\$18.89	\$19.05	\$19.18
CUSTODIAN/NIGHT	Progressive Steps in table below	\$17.59	\$18.01	\$18.17	\$18.33
WINDOW CLEANING RATE	\$24.39				

Progressive Steps for Night Custodians

<b>Timeframe</b>	<b>Amount</b>
HIRE-9 <sup>TH</sup> MONTH	\$15.20
10 <sup>TH</sup> -18 <sup>TH</sup> MONTH	\$15.31
19 <sup>TH</sup> -24 <sup>TH</sup> MONTH	\$15.47
25 <sup>TH</sup> -30 <sup>TH</sup> MONTH	\$15.62
31 <sup>ST</sup> -36 <sup>TH</sup> MONTH	\$15.76
Upon completion of 36 Months	Longevity Steps in table above

EVERGREEN SCHOOL DISTRICT  
September 1, 2023-August 31, 2024

Job Title	0-36 MOS	3-8 YRS	9-15 YRS	16-20 YRS	20+ YRS
SR HIGH SCHOOL DAY LEAD	\$19.54	\$19.70	\$20.00	\$20.16	\$20.27
MIDDLE SCHOOL DAY LEAD	\$19.54	\$19.70	\$20.00	\$20.16	\$20.27
ELEMENTARY DAY LEAD	\$19.15	\$19.54	\$19.91	\$20.06	\$20.20
NIGHT LEAD	\$18.81	\$19.18	\$19.54	\$19.70	\$19.83
CUSTODIAN/NIGHT	Progressive Steps in table below	\$18.24	\$18.66	\$18.82	\$18.98
WINDOW CLEANING RATE	\$25.04				

Progressive Steps for Night Custodians

Timeframe	Amount
HIRE-9 <sup>TH</sup> MONTH	\$15.85
10 <sup>TH</sup> -18 <sup>TH</sup> MONTH	\$15.96
19 <sup>TH</sup> -24 <sup>TH</sup> MONTH	\$16.12
25 <sup>TH</sup> -30 <sup>TH</sup> MONTH	\$16.27
31 <sup>ST</sup> -36 <sup>TH</sup> MONTH	\$16.41
Upon completion of 36 Months	Longevity Steps in table above

EVERGREEN SCHOOL DISTRICT  
September 1, 2024-August 31, 2025

Job Title	0-36 MOS	3-8 YRS	9-15 YRS	16-20 YRS	20+ YRS
SR HIGH SCHOOL DAY LEAD	\$20.19	\$20.35	\$20.65	\$20.81	\$20.92
MIDDLE SCHOOL DAY LEAD	\$20.19	\$20.35	\$20.65	\$20.81	\$20.92
ELEMENTARY LEAD	\$19.80	\$20.19	\$20.56	\$20.71	\$20.85
NIGHT LEAD	\$19.46	\$19.83	\$20.19	\$20.35	\$20.48
CUSTODIAN/NIGHT	Progressive Steps in table below	\$18.89	\$19.31	\$19.47	\$19.63
WINDOW CLEANING RATE	\$25.69				

Progressive Steps for Night Custodians

Timeframe	Amount
HIRE-9 <sup>TH</sup> MONTH	\$16.50
10 <sup>TH</sup> -18 <sup>TH</sup> MONTH	\$16.61
19 <sup>TH</sup> -24 <sup>TH</sup> MONTH	\$16.77
25 <sup>TH</sup> -30 <sup>TH</sup> MONTH	\$16.92
31 <sup>ST</sup> -36 <sup>TH</sup> MONTH	\$17.06
Upon completion of 36 months	Longevity Steps in table above



**APPENDIX B • RIDGEFIELD PAY SCALE**

RIDGEFIELD SCHOOL DISTRICT  
September 1, 2021-August 31, 2022

<b>Job Title</b>	<b>0-36 MOS</b>	<b>3-8 YRS</b>	<b>9-15 YRS</b>	<b>16-20 YRS</b>	<b>20+ YRS</b>
DAY LEAD	\$16.96	\$17.35	\$17.72	\$17.87	\$18.01
NIGHT LEAD	\$17.18	\$17.55	\$17.92	\$18.10	\$18.23
UNION & VIEW LEADS	\$17.72	\$18.12	\$18.46	\$18.60	\$18.76
CUSTODIAN/NIGHT	See Progressive Steps in table below	\$16.79	\$17.10	\$17.25	\$17.43
WINDOW CLEANING RATE	\$24.37				

Progressive Steps for Night Custodians

<b>Timeframe</b>	<b>Amount</b>
HIRE-9 <sup>TH</sup> MONTH	\$14.25
10 <sup>TH</sup> -18 <sup>TH</sup> MONTH	\$14.43
19 <sup>TH</sup> -24 <sup>TH</sup> MONTH	\$14.55
25 <sup>TH</sup> -30 <sup>TH</sup> MONTH	\$14.73
31 <sup>ST</sup> -36 <sup>TH</sup> MONTH	\$14.87
Upon completion of 36 months	Longevity Steps in table above

RIDGEFIELD SCHOOL DISTRICT  
September 1, 2022-August 31, 2023

<b>Job Title</b>	<b>0-36 MOS</b>	<b>3-8 YRS</b>	<b>9-15 YRS</b>	<b>16-20 YRS</b>	<b>20+ YRS</b>
DAY LEAD	\$17.61	\$18.00	\$18.37	\$18.52	\$18.66
NIGHT LEAD	\$17.83	\$18.20	\$18.57	\$18.75	\$18.88
UNION & VIEW LEADS	\$18.37	\$18.77	\$19.11	\$19.25	\$19.41
CUSTODIAN/NIGHT	Progressive Steps in table below	\$17.44	\$17.75	\$17.90	\$18.08
WINDOW CLEANING RATE	\$25.02				

Progressive Steps for Night Custodians

<b>Timeframe</b>	<b>Amount</b>
HIRE-9 <sup>TH</sup> MONTH	\$14.90
10 <sup>TH</sup> -18 <sup>TH</sup> MONTH	\$15.08
19 <sup>TH</sup> -24 <sup>TH</sup> MONTH	\$15.20
25 <sup>TH</sup> -30 <sup>TH</sup> MONTH	\$15.38
31 <sup>ST</sup> -36 <sup>TH</sup> MONTH	\$15.52
Upon completion of 36 months	Longevity Steps in table above

RIDGEFIELD SCHOOL DISTRICT  
September 1, 2023 -August 31, 2024

<b>Job Title</b>	<b>0-36 MOS</b>	<b>3-8 YRS</b>	<b>9-15 YRS</b>	<b>16-20 YRS</b>	<b>20+ YRS</b>
DAY LEAD	\$18.26	\$18.65	\$19.02	\$19.17	\$19.31
NIGHT LEAD	\$18.48	\$18.85	\$19.22	\$19.40	\$19.53
UNION & VIEW LEADS	\$19.02	\$19.42	\$19.76	\$19.90	\$20.06
CUSTODIAN/NIGHT	Progressive Steps in table below	\$18.09	\$18.40	\$18.55	\$18.73
WINDOW CLEANING RATE	\$25.67				

Progressive Steps for Night Custodians

<b>Timeframe</b>	<b>Amount</b>
HIRE-9 <sup>TH</sup> MONTH	\$15.55
10 <sup>TH</sup> -18 <sup>TH</sup> MONTH	\$15.73
19 <sup>TH</sup> -24 <sup>TH</sup> MONTH	\$15.85
25 <sup>TH</sup> -30 <sup>TH</sup> MONTH	\$16.03
31 <sup>ST</sup> -36 <sup>TH</sup> MONTH	\$16.17
Upon completion of 36 months	Longevity Steps in table above

RIDGEFIELD SCHOOL DISTRICT  
September 1, 2024 -August 31, 2025

<b>Job Title</b>	<b>0-36 MOS</b>	<b>3-8 YRS</b>	<b>9-15 YRS</b>	<b>16-20 YRS</b>	<b>20+ YRS</b>
DAY LEAD	\$18.91	\$19.30	\$19.67	\$19.82	\$19.96
NIGHT LEAD	\$19.13	\$19.50	\$19.87	\$20.05	\$20.18
UNION & VIEW LEADS	\$19.67	\$20.07	\$20.41	\$20.55	\$20.71
CUSTODIAN/NIGHT	Progressive Steps in table below	\$18.74	\$19.05	\$19.20	\$19.38
WINDOW CLEANING RATE	\$26.32				

Progressive Steps for Night Custodians

<b>Timeframe</b>	<b>Amount</b>
HIRE-9 <sup>TH</sup> MONTH	\$16.20
10 <sup>TH</sup> -18 <sup>TH</sup> MONTH	\$16.38
19 <sup>TH</sup> -24 <sup>TH</sup> MONTH	\$16.50
25 <sup>TH</sup> -30 <sup>TH</sup> MONTH	\$16.68
31 <sup>ST</sup> -36 <sup>TH</sup> MONTH	\$16.82
Upon completion of 36 months	Longevity Steps in table above

## **APPENDIX C • PROCEDURES FOR OPEN REQUESTS FOR PROMOTIONS AND TRANSFERS**

1. The employee fills out the “Promotion or Transfer Request Form” and turns it in to the office. The employee may request a specific position or a general position like “any day lead opening.”
2. The office will return a copy of the form to the employee with the date received stamped on the form. This will serve as proof of submittal.
3. The employee’s request will be recorded on a spreadsheet and will be effective for one (1) year from the date received.
4. The spreadsheet will be used by the company to track employee requests and make sure that employees are notified and considered for openings in positions that they have put in for.
5. The spreadsheet will have a row for each position at all locations. When an employee puts in for a position, their name and the date of the request will be recorded in a column corresponding with the position they are requesting. If multiple positions are requested (as in all day lead positions), then the employee’s request will be recorded next to each individual position that is included.
6. When an opening occurs, the spreadsheet will be referred to, and all employees who have an active request for that position will be notified and considered for that position in accordance with the selection criteria set forth in Article 12. The spreadsheet is in addition to traditional posting in accordance with Article 12.
7. The names of individuals who timely apply for a position when it is posted shall be entered onto the spreadsheet with the date of application and will be effective for one year from that date.
8. When a position is filled, the name of the individual selected for the position shall be entered onto the spreadsheet with the date of selection.
9. Names may be deleted from the spreadsheet one year after a request is made and when employees terminate their employment with the Employer.
  - a. The spreadsheet will be available to shop stewards and other union representatives for examination at the Vancouver Office whenever the office is open.

**APPENDIX D • ABM NEW HIRE TRAINING CHECKLIST**

- \_\_\_ \_\_\_ School map and run
- \_\_\_ \_\_\_ Blend center
- \_\_\_ \_\_\_ Spray bottles and chemicals
- \_\_\_ \_\_\_ Backpack vacuum
- \_\_\_ \_\_\_ Custodial closet and supplies
- \_\_\_ \_\_\_ How to clean a restroom and stock fixtures
- \_\_\_ \_\_\_ How to trash, recycle and vacuum a classroom
- \_\_\_ \_\_\_ How to use a dust mop and clean after use
- \_\_\_ \_\_\_ How to use a mop bucket and ringer
- \_\_\_ \_\_\_ How to use a mop on a tile floor and restroom floor
- \_\_\_ \_\_\_ How to lock up a building, bring in the flags and put away
- \_\_\_ \_\_\_ Where to find fire alarm panel and how to reset
- \_\_\_ \_\_\_ Where to find phone numbers to night supervisor, alarm company, etc.

**LETTER OF AGREEMENT**  
**between**  
**SEIU Local 49 and ABM Janitorial**

Re:   Apprentice Program Fees

The parties agree that ABM will pay for each apprentice's original licensure for the online training agent and registration at Clark County Community College (CCCC).

If an employee should leave the apprentice program and later seek to re-join, ABM will additionally pay for a second registration with the CCCC. ABM will not be responsible for the cost of a second licensure with the online training agent.

Apprentices will be informed of this rule upon withdrawal from the program and are encouraged to complete their online training agent requirements before leaving employment in order to avoid future costs if they seek to re-join the apprenticeship program.

FOR THE EMPLOYER  
ABM|EDUCATION

FOR THE SERVICE EMPLOYEES  
INTERNATIONAL LOCAL NO. 49

\_\_\_\_\_  
Dean Fewkes

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jacob Faatz

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**  
**between**  
**SEIU Local 49 and ABM**

Re:   Apprentice Program Participants

The parties agree that any ABM schools employee who is employed solely to do a lunch run will not be required to participate in the apprentice program. If an employee who was only doing lunch runs begins to work additional hours, they will be required to enroll in the apprentice program. If an employee who was working additional hours switches to only doing lunch runs, they will be removed from the apprentice program.

FOR THE EMPLOYER  
ABM|EDUCATION

FOR THE SERVICE EMPLOYEES  
INTERNATIONAL LOCAL NO. 49

\_\_\_\_\_  
Dean Fewkes

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jacob Faatz

\_\_\_\_\_  
Date

