

# COLLECTIVE BARGAINING AGREEMENT

*between*

ABM INDUSTRY GROUP  
(OREGON STATE UNIVERSITY)



SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 49

*in effect from*

OCTOBER 20, 2021

— *through* —

JUNE 30, 2025

3536 SE 26TH AVE PORTLAND, OR 97202



[www.seiu49.org](http://www.seiu49.org)

503-964-5311

| [MRC@SEIU49.ORG](mailto:MRC@SEIU49.ORG)

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## **AGREEMENT**

THIS AGREEMENT is made and entered into Oct 20, 2021, by and between ABM INDUSTRY GROUP, the “Employer,” (at Oregon State University) and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 49, the “Union.”

## **WITNESSETH**

That it is the desire of the parties signatory to this Agreement to provide for the operation of the Employer’s contract for supportive management and custodial services at Oregon State University, Corvallis, Oregon, under methods which will further the safety and general welfare of the employees, economy of operation, quality and quantity of output. The Employer and the Union will cooperate fully to advance said intentions.

### **ARTICLE 1 - RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all custodial, production and maintenance employees engaged in the performance of the Employer’s Contract at Oregon State University, excluding executives, clerical and administrative employees, guards, supervisors, professionals, confidential employees as defined in the National Labor Relations Act, as amended. It is expressly understood that recognition of the Union will apply only to the supportive management and custodial services contract at Oregon State University.

### **ARTICLE 2 - UNION SECURITY**

#### **Section 2.1 - Union Shop**

The Employer agrees as a condition of employment that all employees eligible will become members of the Union within thirty-one (31) days after the execution of this Agreement or within thirty-one (31) days after his or her hire. All employees who become members of the Union will remain members of the Union during the term of this Agreement. No employee will be refused admittance and the right to maintain membership in the Union, provided the employee qualifies with the rules and regulations of the Union.

#### **Section 2.2 - Dues Check-off**

##### **A. Membership and Payroll Authorization**

The Employer will present new employees with a payroll deduction authorization and membership form(s), which will be supplied by the Union. Employees electing to contribute additional contributions to the Committee on Political Education (COPE) will require a separate authorization for this deduction. The Employer will be the agent for receiving such monies and the deduction of such monies by the Employer will 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 (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 will be transmitted/postmarked to the office of the Union on or before the fifteenth (15th) calendar day of each month and will be accompanied by a list of the employees and the amount deducted.

The Employer agrees that such deductions will become effective the first pay period in the month following the effective date of this Agreement. The Union agrees, that in the event of any change in the Union's dues structure, it will notify the Employer twenty (20) calendar days prior to the first pay period of the following month.

The Union agrees to indemnify and save the Employer harmless against any claim, suits, judgments or liabilities of any sort whatsoever arising out of the Employer's compliance with the provisions of this Union Security and Membership Article.

**Section 2.3- Hiring of New Employees**

The Employer will furnish the Union and Shop Steward with the names, addresses, wage rate and phone numbers of all Employees including new hires and terminated employees once a month.

**Section 2.4 Copies of the Agreement**

The Union shall be responsible for providing sufficient copies of this Agreement and the "New membership information" packet to the Employer to distribute them to the new hires. If the Union fails to provide sufficient copies the Employer shall notify the Union more copies are needed.

**Section 2.5 Union Orientation Time**

The Employer agrees to provide twenty (20) minutes of work time for a representative of the Union or Steward to make a presentation during the orientation of new employees on behalf of the Union for the purpose of identifying the organization's representational status, organizational benefits facilities, and collecting membership applications. Such time will be a regularly-scheduled part of the new employee orientation to be held between 8AM and 5PM weekdays. This time is not to be used for discussion of any labor/management disputes.

**ARTICLE 3- DEFINITIONS**

**Section 3.1- Full-Time Employees**

A full-time employee is defined as any employee who is regularly scheduled to work an average of one-hundred twenty-five (125) hours or more per month.

### **Section 3.2- Part-Time Employees**

A part-time employee is defined as any employee who is regularly scheduled to work an average of less than one-hundred twenty-five (125) hours per month.

### **Section 3.3 - Temporary Employee**

A temporary employee is defined as any employee who is hired to work for less than ninety (90) days.

The number of hours per workweek will have no bearing on the temporary or non-temporary status of an employee. Upon adjustment to part-time or full-time employee status, the employee will revert to the original date of hire for purposes of seniority and earned leave benefits.

### **Section 3.4 - Probationary Period**

- A. Every new employee will be on probation for a period of ninety (90) calendar days. During this probationary period an employee may be dismissed for any reason considered justifiable by the Employer. Any employee so dismissed will not have the right to invoke the grievance and arbitration procedure of this Agreement.
- B. An employee who is hired by the Employer and came from a temporary agency will have completed their probationary period if the employee has been performing bargaining unit work for a period of ninety (90) calendar days in accordance with Article III. Once an employee has met the ninety (90) calendar days, and is hired for regular assignment, they become eligible for benefits as defined in this agreement.

### **Section 3.5 - Glossary**

- A. Bargaining unit- All non-supervisory employees covered by this agreement.
- B. Inverse seniority- Going from lowest seniority (newest employee) to highest seniority (oldest employee).
- C. Run -This is the same as a regularly assigned work area and defined set of tasks to be completed on a daily, weekly or monthly basis.

### **Section 3.6 - On-Call Employee**

An on-call employee is defined as any employee who is called to work an undetermined number of hours per week, and, as the need arises on a daily basis as determined by the Employer. In the event of openings or vacancies for full-time employment or part-time with the Employer, on-call employees will be given opportunity for employment, provided however, that such employee has demonstrated acceptable job performance.

On-calls (when offered work for the current night) who either a) don't answer the phone, and/or don't call us back by 9:30 pm, will be listed as "unavailable." If an On-call is unavailable

(without prior written notice) for 5 work days in a row, they will be considered as having resigned. Unless the employee has a valid excuse or protected by law.

**Section 3.7- Employer Intention**

It is the intention of the Employer to establish and maintain full-time positions.

**Section 3.8 - Short Duration Jobs**

Short Duration Jobs are defined as lasting four (4) months or less. Upon completion of a Short Duration Job, employees may bid on any open job according to Section 9.5. The Employer will clearly identify Short Duration jobs and notify employees of the anticipated duration.

**ARTICLE 4 - NON-DISCRIMINATION**

There will be no discrimination by the Employer, or the Union, against any employee because of Union status, sex, race, color, religion, national origin, disability, veteran status, marital status, sexual orientation or age.

**ARTICLE 5 - UNIFORMS**

The Employer will provide three (3) uniforms to each on-call or part-time employee, five (5) to each fulltime employee. The employees are to wear the uniforms in keeping with the Employer's policies.

Each employee is required to launder and maintain required uniforms. Timely replacement of all work related wear and tear to employees' uniforms will be the sole responsibility of the Employer.

If an employee obtains pre-approval from the GCA Risk Management Department to purchase a shoe they will be allowed to do so. The company will post at the central office the shoe options and shoes acceptable to wear on the job. If an employee cannot afford the required approved shoes then they will be issued slip on shoe covers until they can purchase the required approved shoes.

**ARTICLE 6 - BASIC WORKWEEK AND HOURS OF WORK**

**Section 6.1 - The Regular Workweek and Workday**

The regular workweek will consist of forty (40) hours per week for five (5) working days. A regular workday will consist of eight (8) hours per day. For payroll purposes, the regular workweek for all employees will begin at 12:01 A.M. Sunday. This Article is intended to define the normal hours of work and it will not be construed as a guarantee of hours of work per day or per week. Split shifts will not be required but offered on voluntary basis.

## **Section 6.2 - Days Off**

Each full-time employee will normally have two (2) scheduled days off in each regular workweek, and where possible, they will be consecutive days.

## **Section 6.3 - Rest Periods**

Employees are entitled to one (1) fifteen (15) minute rest period with pay for each four (4) hours of work or major portion thereof. Employees will also receive a one-half (1/2) hour unpaid lunch break.

# **ARTICLE 7 - SHOW UP AND REPORTING TIME**

## **Section 7.1-Working Minimums**

Any full-time employee who is scheduled for work and who reports ready for work will receive, at minimum, four (4) hours of pay at his/her regular hourly rate or overtime rate as applicable. Any employee leaving work at his/her own request with management approval will be paid for only hours worked.

## **Section 7.2 -Attendance Policy**

It is the expectation that all employees will report for work on time when scheduled. The standards below are NOT directed toward approved time off (e.g., Earned Leave, Jury Duty, Holidays, Occupational Injuries, and approved leaves of absences, or other time off required by applicable local, state, or federal law).

- A. Tardiness occurs when an employee is late for work, or leaves early. Each tardiness will qualify as half an absence; and can be avoided if the employee calls off at least 2-hour notice of being late from work. A Tardy will be counted as 1/2 an absence.
- B. Absence will be defined as when an employee misses more than 1/2 of a scheduled shift (unless preapproved in writing per standard leave procedures), calls off with less than 2-hour notice from start of shift, or when an employee takes unapproved leave. These absences occur for all scheduled work. Each absence uninterrupted by a full shift counts as a singular occurrence.

Absenteeism will be corrected and monitored on a rolling twelve (12) month period. Corrections for continued absenteeism are as follows:

5 occurrences - The employee will be made aware of the issue and a Corrective Action Plan will be put into place to help correct attendance issues

6 occurrences - The employee will receive a verbal warning

7 occurrences - The employee will receive a written warning

8 occurrences - The employee may be terminated.

## **ARTICLE 8 - OVERTIME**

### **Section 8.1**

Overtime at the rate of time and one-half (1-1/2) the straight time rate of pay will be paid for all work performed in excess of forty (40) hours in any workweek or eight (8) hours per day. The Employer will distribute overtime work as is necessary as fairly as possible between employees affected by such overtime work. Overtime rates will not be pyramided.

Overtime break periods will be given according to the Article 6, Section 6.3.

Overtime will be offered by seniority within job classification. The process for assignment will be as follows: On the first (1st) working day of the month a seniority list will be posted in each key station. If overtime is available on the first (1st) day of the week the overtime job posting will be posted, in each key station. Those employees who desire overtime during the week will sign the list within forty eight (48) hours of the posting that they are interested in accepting available overtime. In the event that all positions on the posting are not filled, management will have the right to assign the positions using inverse seniority on a monthly rotating basis. The overtime postings will include the number of workers required to do the job, a description of the job, the approximate time needed to complete the job and will indicate if the job it is a pre/post or event cleaning job. Upon signing up for multiple overtime shifts an employee will indicate their preference of assignment that are at the same time or overlap.

Employees that sign up for overtime events and then fail to show up three (3) times in a year will not be eligible to sign up for overtime events for six (6) months , and they must submit a written request to be eligible for future overtime events.

### **Section 8.2**

Employees who work on holidays, as defined in Article 14, will be paid one and one-half (1-1/2) times their regular rate including regular differential.

### **Section 8.3**

If the Employer calls in a full-time employee to work on a scheduled day off, it will not cancel a regularly scheduled day on to prevent the payment of overtime. In addition, a full-time employee working a regularly scheduled day off will receive one and one-half (1 1/2) times, regular rate including any differentials.

## **ARTICLE 9 - SENIORITY**

### **Section 9.1 - Recognition of Seniority**

For those employees in the bargaining unit, seniority will be based upon the length of continuous service with the Employer. Seniority will be a factor considered by the Employer in promotions and demotions.



For the purposes of layoff (including workforce reduction) and recall, seniority will prevail, with the least senior employee being the first to be laid-off and, during a recall, the most senior employee being the first to be called back.

For the purpose of job bidding, employees will have seniority from continuous employment at OSU with the custodial contractor, no further back than July 1, 1986.

### **Section 9.2 - Seniority Rights**

No employee will acquire any seniority rights until the employee has been continuously employed by the Employer for a period of ninety (90) calendar days. Upon successful completion of this probationary period, seniority will be earned retroactive to the original date of hire.

### **Section 9.3 - Break in Seniority**

A break in seniority will occur if:

- A. an employee quits, or
- B. an employee is discharged for just cause, or
- C. an employee takes an unauthorized leave of absence, or
- D. an employee is laid off for more than twelve (12) months, or
- E. an employee leaves the bargaining unit.

### **Section 9.4 - Job/Run Postings**

All openings for jobs or runs within the bargaining unit will be posted by the Employer in Key Stations within fifteen (15) calendar days of such vacancy. For purposes of this Article, a job/run will be defined as any regularly assigned work area.

Job or run postings will include any necessary qualifications, a detailed description of the assigned areas responsibilities and task frequencies, each posting will also include the days scheduled to work, start time, end time and scheduled days off.

For a ten (10) calendar day period after the posting, interested employees may apply for the job by signing the posting. The senior qualified employee will be awarded the job. The employer than has up to five (5) business days to award the aforementioned posted job or run.

For bidding purposes, employee seniority will not apply until the employee has completed the probationary period. Employees who successfully bid into new jobs will only be able to use their seniority to bid into a new job twice in any twelve (12) month period. Twice during any twelve (12) month period, employees will have a five (5) working day period automatic right to return to their former job. Employees who choose to exercise this option must give the Employer

written notice of such intent by the beginning of the shift of the sixth (6th) working day, but are encouraged to notify the Employer as soon as possible.

In cases of workforce restructuring or any other circumstances requiring the Employer to post fifteen (15) or more positions simultaneously, the previous sentence will not apply.

The parties agree that seniority will prevail for all runs, unless proper authority (defined exclusively as Oregon State University) takes issue with the candidates.

The Employer agrees to meet and confer with the Union in the event that any new jobs are created which the Employer believes to be exempt from the seniority bidding provisions of this agreement.

When the senior qualified person is not awarded the job, the employee may meet with the immediate supervisor to be notified of the reasons for the decision.

The Employer may, with cause, within five (5) days, return an employee to their former job. The reason for such a decision will be communicated in writing to the employee and the Union.

## **ARTICLE 10 - DISCHARGE AND DISCIPLINE**

### **Section 10.1**

An employee who is to receive any disciplinary action will be entitled to have a union representative present at the time such action is taken by the Employer or during any investigatory meeting which may lead to disciplinary action. The employee will be notified, prior to the action, of the nature of the action and of his/her right to have a representative present. If the employee does request to have a representative present, the Employer will comply with that request. The Employer will endeavor to continue the practice of allowing employees their choice of representative, provided that the person selected is available and able to leave their workstation at the time of the meeting.

Further, the failure of the Employer to inform an employee of his/her right to a union delegate will not be used to invalidate an otherwise valid discipline.

### **Section 10.2**

The Employer will have the right to discharge, suspend, or discipline any employee for Just Cause. "Just Cause" will be defined to include the concept of progressive and corrective discipline. Progressive discipline will include the components of verbal and written reprimands and the possibility of suspension without pay. Progressive discipline will not be applied when the nature of the offense requires immediate suspension or discharge. Specifically, the progressive discipline process will include, in the following order:

- A. First (1st) offense: The Employer will discuss the nature of the problem with the employee and a corrective action plan will be provided to the employee in order to improve the deficiencies.

Such plan will indicate the areas that the employee will need to correct and the duration of the corrective action plan.

- B. Second (2nd) offense: Employee will receive a documented verbal warning
- C. Third (3rd) offense: Employee will receive a written warning.
- D. Fourth (4th) offense: Employee may be suspended or discharged.

### **Section 10.3**

A copy of all written disciplinary actions will be given to the employee. Employees will be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to any written evaluation or disciplinary actions to be included in the personnel file. The Employer will notify a Shop Steward following any discipline.

### **Section 10.4**

All infractions on an employee's record which do not involve suspensions will be cleared after one (1) year, provided there is not subsequent disciplinary action taken of a similar nature in the intervening twelve (12) month time period. If no additional disciplinary action is taken for a period of one (1) year following the last disciplinary action, the warning notices will be removed from the employee's personnel file. All infractions which involve suspensions will be removed after two (2) years from the infraction.

### **Section 10.5**

The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. It must be kept in mind, however, that if insubordination (verbal abuse or refusal to perform an assigned task) by an employee takes place in public or in the presence of other employees, the Employer will not be restricted by the operation of this section.

### **Section 10.6**

The Employer has established a policy of discipline for employees who fail to report on a scheduled day of work and do not notify their supervisor concerning the absence. This offense (no call-no show) will be applicable to an employee who fails to report to work or fails to notify the supervisor within one (1) hour after their scheduled shift. It is understood that an employee may be subject to discipline under these circumstances but the discipline would not be on the basis of a no call-no show offense.

Employees who call prior to or within one (1) hour of the start of their shift and inform their supervisor of their intent to report late and who fail to report for work or who fail to re-contact their supervisor will be considered a "no call-no show" for purposes of discipline.

## **Section 10.7**

Unless otherwise agreed to between Employer and employee, employees reporting to work later than one-half (1/2) hour after their scheduled shift begins, without notice, will be permitted to work only if their supervisor approves and no replacement has been obtained. Exceptions will be made for circumstances outside the employee's control, such as inclement weather or significant traffic problems.

## **Section 10.8 - Misconduct**

The following is representative of misconduct for which an employee may be discharged where no warning notice need be given:

- A. Unauthorized use of Company vehicles;
- B. Drunkenness or intoxication, including drinking during working hours, carrying intoxicating beverages or controlled substances, including marijuana, without a valid prescription, or being under the influence of alcohol or impaired from a controlled substance on or around the Employer's business;
- C. Possession, use, sale or distribution of illegal drugs or other controlled substances, on or around the Employer's business;
- D. Theft;
- E. Gross insubordination;
- F. Falsification of records;
- G. Gross negligence in performance of duties;
- H. Damage or abuse of equipment due to deliberate action or gross negligence;
- I. Absence of three (3) working days, in a thirty (30) day period, or two (2) consecutive days without notifying the Employer, unless it is impossible to do so;
- J. Serious violation of rules, provided that the Employer has adequately informed the employee of the rule and the consequences for not obeying said rule;
- K. Harassment (racial, sexual, etc.);
- L. Violent physical behavior that resulted in or could result in bodily harm.

## **ARTICLE 11- GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 11.1**

The parties agree that any dispute arising out of the interpretation of the terms of this Agreement, whether brought up by the Employer or the Union, will be defined as a grievance. The Employer

recognizes, and will deal with, all of the accredited Union stewards and staff relating to grievances and interpretations of this agreement. Grievances will be settled promptly in accordance with the following procedure:

### **Step 1- Informal Complaint**

Except in the case of a discharge, the affected employee and/or the Union representative must discuss informally with his/her supervisor any complaint arising out of interpretation of the terms of this Agreement before filing a formal grievance.

### **Step 2 - Formal Grievance**

Any employee may file as a formal grievance, any grievance arising out of the interpretation of the terms of this Agreement with the Manager. Said grievance must be made within twenty (20) business days of the occurrence giving rise to the grievance or it will be deemed waived. The employee and Union representative will meet with the Manager within ten (10) business days of receipt of the grievance.

The Manager must render a response within five (5) business days of that meeting. Should the response fail to bring about a satisfactory settlement, the matter may be referred to Step 3.

### **Step 3 - Appeal**

The Union must appeal the Manager's decision to the District Manager, Director of Human Relations or the Director of Labor Relations within ten (10) business days of the Manager's decision or the matter will be deemed resolved at Step 2. The District Manager or his/her designee must render a written response within twenty (20) business days. Should the response fail to bring about a satisfactory settlement, the Union may, if it so desires, refer the matter to Step 4, Arbitration.

### **Step 4 - Arbitration**

The Union must notify Employer within ten (10) business days of receipt of Employer's response at Step 3 of its intention to seek arbitration, otherwise the grievance will be considered settled and resolved at Step 3. The Union and the Employer will, within ten (10) business days after the Union notifies the Employer of its desire to arbitrate the matter, select an impartial Arbitrator. Should the Employer and the Union fail after ten (10) business days to agree upon the Arbitrator, they will call upon the Federal Mediation and Conciliation Service to provide a list of five (5) Arbitrators. The parties will strike one name at a time from the list, with the Union striking a name first, until only one name remains. This person will be the Arbitrator. The Arbitrator's sole authority will be to apply the terms and provisions of this Agreement to the dispute. The Arbitrator will have no authority to add to, modify, delete or amend any provisions of this Agreement. The decision of the Arbitrator will be final and binding upon both parties.

The cost of such Arbitrator will be shared equally by both parties. If a grievance is not filed or processed within the time limits specified, it will be considered settled and withdrawn. The Employer also has the right to file a formal grievance which the Union must respond to

within twenty (20) business days. The Employer will then have the right to refer the matter to Step 4, Arbitration. The time limits set forth in Article XI may be lengthened by mutual agreement of the parties.

## **ARTICLE 12 - LEAVE OF ABSENCE**

### **Section 12.1 - Leave of Absence**

An employee desiring a leave of absence from his/her employment will secure written permission from the Employer. The maximum leave of absence will be for 6 months. An employee returning from a leave of thirty (30) days or less, including sick leave, will return to the employee's former position (run). An employee returning from a leave in excess of thirty (30) days, but not more than ninety (90) days, will be returned to a regular position. An employee returning from a leave in excess of ninety (90) days will return to the first available position that is open. An employee returning for a leave in excess of one hundred and eighty (180) calendar days will have the duration of the leave offset the timing for any wage increase. Only a single personal leave of absence will be afforded an employee in a singular year.

Permission for the same must be secured from the Employer with a copy mailed to the Union. Leave of absence will be granted for the following: sickness, death in the immediate family, union activities, cases considered extreme hardship for an employee or any member of his or her immediate family, military duty, and in the case of compensatory injuries or occupational disease. There will be no accrual of benefits during a leave of absence. A leave of absence will not cause a change in seniority date.

However, if benefits accrue during a year in which a leave of absence is taken, they will be prorated according to service during that year. The Employer agrees to abide by Federal/State Family Medical Leave Acts. Any alleged violation of said acts will be addressed through their respective administering agency.

### **Section 12.2 - Funeral Leave**

The Employer will grant a leave from work up to ten (10) days, only three (3) of which shall be paid as funeral leave, for the observance of a death of an immediate family member. Employees must submit certification for the absence to be eligible for paid leave. Funeral leave pay will be based on the regular hours worked by the employee, and must be taken with sixty (60) days of the employee becoming aware of the death. An additional six (6) days of travel time will be allowed upon presentation of proper documentation. Such leave or travel time may be extended upon employer approval.

For the purpose of this section, the immediate family will consist of mother, father, spouse, brother, sister, children of the employee, step-children, ex-spouse with mutual children, grandparents, grandchildren, sister-in-law and brother-in-law, current mother-in-law and current father-in-law.

**Section 12.3 - Jury Duty**

The Employer will pay the difference between the employee’s regular weekly salary and the amount earned while on jury duty, but not to exceed five (5) eight (8) hour days per week computed at regular salary rates. Jury duty is a civic responsibility and employees are encouraged to participate; however, employees may not volunteer for jury duty.

**Section 12.4 - Union Leave**

The Employer will grant up to thirty (30) days of union leave in any one (1) calendar year to employees designated by the Union who have worked for the Employer for at least one (1) year. This leave will be exclusively for performing appropriate Union business as determined by the Union. The Union will designate the employees who will take the leave, the amount of leave and the dates on which they will take the leave.

This leave will be paid by the Union and will not affect benefit accrual. No more than two (2) employees will be off at any given time. In addition to regular Union leave, during the period of negotiation with the Employer the Union may designate four (4) employees to serve on the negotiating team for collective bargaining.

The Union will notify the Employer at least five (5) working days’ notice when removing an employee for less than thirty (30) consecutive working days. The Union will notify the Employer at least ten (10) working days’ notice when removing an employee for more than thirty (30) consecutive working days.

Employees will request Union Leave according to established procedures for requesting other types of leave.

**ARTICLE 13-WAGES**

This Agreement does not limit the Employer’s right to award individual employees’ performance and experience over and above the minimum rates set forth in this Agreement.

**CLASSIFICATION AND WAGE RATES**

- 1. All employees will be paid no less than the Start Rate indicated below upon hire. Once an employee completes ninety (90) days of employment, they will be paid no less than the rate indicated in the second row (90 days-12 months) , and employees will continue to receive pay increases as set forth below.

	Current	July 1, 2022	July 1, 2023	July 1, 2024
Start Rat (0-90 days)	\$14.90	\$15.70	\$16.35	\$17.00
90 days to 12 mos.	\$15.07	\$15.87	\$16.52	\$17.17
12 mos. to 24 mos.	\$15.47	\$16.27	\$16.92	\$17.57

24 mos. to 40 mos.	\$15.72	\$16.52	\$17.17	\$17.82
40 mos. to 84 mos.	\$15.97	\$16.77	\$17.42	\$18.07
84 mos. to 120 mos.	\$17.22	\$18.02	\$18.67	\$19.32
120 mos. to 156 mos.	\$17.72	\$18.52	\$19.17	\$19.82
156 mos. to 240 mos.	\$18.47	\$19.27	\$19.65	\$20.57
Greater than 240 mos.	\$18.72	\$19.52	\$20.17	\$20.82

Any current employee that is making more than the above-identified base will be entitled to the appropriate adjustments offered to other employees' pay, as applicable.

**Raises:**      Effective July 1, 2022 \$.80  
                          Effective July 1, 2023 \$.65  
                          Effective July 1, 2024 \$.65

Clarification of Seniority wage rate advancement:	Increase	Current Rates
0-3 months	Starting Base	\$14.90
Greater than 3 months but less than 12 months	+\$ .17	\$15.07
Greater than 12 months but less than 24 months	+\$ .40	\$15.47
Greater than 24 months but less than 40 months	+\$ .25	\$15.72



Greater than 40 months but less than 84 months	+.25	\$15.97
Greater than 84 months but less than 120 months	+\$1.25	\$17.22
Greater than 12- months but less than 156 months	+.50	\$17.72
Greater than 156 months but less than 240 months	+.75	\$18.47
Greater than 240 months	+.25	\$18.72

2. Employees assigned to Floor Crew duties will receive one dollar and fifty cents (\$1.50) per hour above base wage.
3. All employees working a shift that starts at nine thirty (9:30) PM or later will be entitled to receive fifteen (\$0.15) cents per hour worked hour above their hourly wage.
4. These rates will reflect minimum rates of pay and will be adjusted by the Employer if directed to do so by Oregon State University.
5. TRAINING PREMIUM - Employees who are requested to train other employees and accept such request, will be paid their regular rate of pay and one (1) bonus hour at the rate of time and one-half (1 1/2) for each four (4) hours or major portion thereof.

## **ARTICLE 14 - BENEFITS**

### **Section 14.1- Holidays**

The following are recognized holidays under this Agreement:

New Year's Day	Martin Luther King's Birthday
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas Day

An employee who works on the holiday will be paid at the rate of time and one-half (1-1/2). In addition, at the request of the employee, a paid holiday out of Earned Leave will be paid. An employee who is scheduled to work and who does not work on the shift before and or after the holiday will not be paid for the holiday. Exceptions can be made for proof of sickness.

Night shift employees will have the evening before these holidays off, except for Veterans Day and Independence Day which will be observed by both shifts on November 11th and July 4th respectively.

Holidays that fall on Sunday will be observed on the following Monday. Holidays that fall on Saturday will be observed on the preceding Friday, or on the day observed by the Federal Government. Monday through Friday night shift employees will be off the evenings of Thanksgiving Day and the day after Thanksgiving Day.

In order to cover client needs on Christmas Eve, management will place a posting at each key station, no less than Two (2) weeks before the holiday, with the number of cleaners that will be needed. This will allow for members to voluntarily sign up to work the holiday. In the case that too many members sign up to work, the available shifts will be awarded by seniority. If too few members sign up, the remaining shifts will be covered by members in order of inverse seniority. If OSU gives ABM less than 2 weeks' notice of needs for coverage on Christmas eve ABM will submit the request to the union and will post the requested coverage for sign ups. In the case that there is not enough time for the postings, the members required to work will do so in order of inverse seniority.

### **Section 14.2 - Earned Leave: Purpose, Coverage and Payment**

- A. Purpose- Earned Leave is for an employee to utilize as the employee determines is best for his or her own personal needs or desires, in accordance with the following provisions.
  - a. Vacation
  - b. Sick
  - c. Personal
- B. Coverage - Only regular full-time employees, as defined in Article 3, will be eligible for earned leave, part time employees who have completed ten (10) years of service will also be eligible.
- C. Payment - If an employee chooses not to utilize earned leave for their days off, then it will be considered an unexcused absence. The employer recognizes that in some instances the employee may have exhausted their earned leave and FMLA for the year. In these (this) instance an absence may be excused per the language in 14.3D

### **Section 14.3- Scheduling Earned Leave**

- A. Earned leave days must be scheduled far enough in advance so as to provide for adequate staffing. Employees shall provide at least five (5) working days' notice when requesting leave less thirty (30) consecutive working days. The Employee shall provide at least ten (10) working days' notice when requesting leave more than thirty (30) consecutive working days.
- 1. The Employer will allow one (1) employee on scheduled time off per every ten (10) employees in a key station, per shift. For key stations with less than ten (10) employees a minimum of one (1) employee can be scheduled off. The employer may, at their discretion, allow additional employees scheduled off on the same day.

2. If the employer receives multiple requests for the same leave days, the employee who first requested the days will receive preference.
  3. Should two or more employees request the same days of leave on the same day, seniority will prevail in deciding who is granted leave.
  4. Time off will be scheduled by the manager or scheduling supervisor responsible for scheduling after taking into consideration staffing needs, employee preference and seniority. Employee request will not be denied arbitrarily or capriciously.
  5. Employees intending to take no less than five (5) consecutive days of earned leave will receive advance payment of earned leave provided the advance payment is requested at least four (4) weeks in advance.
- B. Leave is approved after an employee receives a copy of the request from approved and signed by the supervisor. The supervisor will provide the signed copy within forty-eight (48) hours of receiving an employee's request and the supervisor will keep a copy in the key station. Once the approval has been granted, the earned leave will be removed from their earned leave balance. If the employee withdraws the request, the earned leave will be restored to their balance.
- C. An employee who needs time off because of an illness or emergency may apply leave to such time off. When taking time off for illness or emergency, the employer will be notified at the earliest possible time of the employee's inability to report for work.
- D. Excessive use of time off for illness or emergency purposes may result in disciplinary action, and the employer reserves the right to require reasonable proof of illness. Excessive use of time off by an employee is defined as three (3) or more unauthorized or unexcused occurrences after said employee's accrued earned leave has been exhausted within any twelve (12) month period. An occurrence is a singular day or series of days off, unbroken by return to work of at least one full shift. Excused absences would include medical emergency, serious illness or other conditions allowed under State or Federal law covering employees or dependent family.
- E. Failure to follow the above scheduling will result in a declination of the earned leave request unless extenuating circumstances exist. If the employee takes the time off after being denied their earned leave request will be subject to discipline unless documentation of emergency can be provided.
- F. When an employee is eligible for workers' compensation, the amount of earned leave payable will be reduced by the amount of workers' Compensation received so that the daily does not exceed the regular pay when working a normal shift.

#### **Section 14.4 Earned Leave Accrual**

- A. Full time Employees will accrue earned leave at the applicable rates as set forth below:

1. 1 through 4 years of continuous employment - .097046 multiplied by each hour worked (approx. 23 days)
  2. 5 through 10 years of continuous employment - .125541 multiplied by each hour worked (approx. 29 days)
  3. 11 through 12 years of continuous employment .140350 multiplied by each hour worked (approx.32 days)
  4. 13 + years of continuous employment - .155556 multiplied by each hour worked (approx. 35 days)
- B. Earned leave days will not accrue during unpaid leaves of absence.
- C. Employees within the probationary period will accumulate, but are not eligible for earned leave.
- D. For the purposes of computing earned leave, an hour worked is defined as, and will only include:
1. Regular hours worked or guaranteed as a minimum, whichever is greater.
  2. Overtime hours actually worked or guaranteed as a minimum, whichever is greater.
- E. An employee may accrue up to 350 hours of earned leave.
- F. Payment in lieu of time off will not be granted, except that twice each contract year from November 1st to December 30th and May 1st to June 30th, units evenly divisible by forty (40) hours may be granted upon employee request.
- G. Earned leave pay will be computed on the employee's regular hourly rate of pay at the time the leave is taken.
- H. If one (1) week notice is given in writing, accrued but unused earned leave time will be paid upon termination, provided that the employee has been employed for at least six (6) months. If the required notice is not given, or if the time during the notice period is not worked for reasons other than administration decision, the accrued earned leave will be forfeited. Earned leave time can be used as termination notice time.
- I. Accrued earned leave, including computation, will be noted with the employee's paycheck one (1) time each month, it being understood that such notation is subject to verification and that the employee may request to see the Earned Leave Control Sheet. In the case of any discrepancy between the Earned Leave Control Sheet and the actual accumulation, the latter will control.
- J. Employees may have the option of trading one (1) earned leave day for an annual parking pass.

## **ARTICLE 15 - HEALTH AND WELFARE BENEFITS**

### **Section 15.1 - Hospital-Medical Contribution**

See Appendix A

### **Section 15.2 - Life Insurance and Welfare**

The Employer will pay to the Service Employees International Union Local 49 Welfare Trust (Welfare Trust) the sum of fourteen dollars (\$14.00) per month for each full-time employee upon whom the Employer is required to pay contributions to the SEIU Health and Welfare Fund. Payments to the Welfare Trust will be for the purpose of providing disability income, life and accidental death and dismemberment benefits. The Employer accepts as its representatives the Employer Trustees who serve on the Board of Trustees of Welfare Trust. The Employer agrees to be bound to the terms and conditions of the trust agreement of Welfare Trust and the past and future lawful acts of its trustees.

### **Section 15.3 - Cost increases**

The Employer will pay any increased insurance costs up to and including ten percent (10%) per year for the total combined cost of Medical-Hospital, Dental, Vision, Life Insurance and Welfare which is currently set at \$867.27 for single coverage ( \$853.27 + \$14.00).

## **ARTICLE 16 - PENSION**

### **Section 16.1- Signatory**

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

### **Section 16.2 - Coverage**

The Employer agrees to make periodic contributions on behalf of all employees covered by this Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund (“Fund”) in the amounts specified in Section 16.4 below.

### **Section 16.3 - Term**

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

### **Section 16.4 - Contributions**

The Employer will make contributions to the Fund according to the following schedule: For all full-time employees, excluding the first ninety (90) calendar days of service the employer will contribute the following amounts twenty-seven cents (\$.27) per worked hour.

### **Section 16.5 - 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 Scheduled of Supplemental Contributions rate table that may be adopted.

For employees who have worked previously as a covered employee for another Employer contributing to the Service Employees Local 49 Pension Trust Fund, all service for the previous Employer will be counted for the purposes of the ninety (90) day exclusion.

Contributions required by this provision will be paid to the Fund on or before the fifteenth (15th) day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine.

Contributions will be transmitted together with a remittance report containing such information, in such manner and on such form, as may be required by the Fund or their designee.

### **Section 16.6 - 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 16.7- Cooperation**

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

### **Section 16.8 - Approval by Trustees**

The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and non-reviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided.

Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for

acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

## **ARTICLE 17 - MISCELLANEOUS**

### **Section 17.1- Managers and Supervisors**

Managers and Supervisors will act in a managerial or supervisory capacity, but may perform such work as is necessary to instruct other employees, to handle cases of extreme emergency or to handle other special circumstances.

### **Section 17.2- Equipment and Tools**

No employee will be required to furnish any tools or equipment or supplies to perform their duties; however, employees will be responsible for the inventory and care of tools and equipment provided for their use in the performance of their duties. Wherever possible any equipment necessary to perform the duties will be kept in each building. If equipment or supplies need to be moved from one building to another building, an employee will notify a supervisor if additional assistance is required.

### **Section 17.3 - Union Representative**

With notification, duly authorized representatives of the Union will be permitted at all reasonable times to enter the premises operated by the Employer for the purpose of transacting Union business; provided, however, that no interference with the work of employees will result and such right of entry will at all times be subject to general rules applicable to non-employees.

### **Section 17.4- Bulletin Boards**

Designated space, which will not be permanently obstructed, for posting of matters pertaining to legitimate Union business will be provided on a bulletin board in the main office and key stations in the same room in which Employees sign in or out. Binders may be used if space is unavailable for bulletin boards. There will be no material posted that is of a derogatory nature to employees or the Employer.

### **Section 17.5 -Work in Higher Classification**

The Employer will employ members of the Union on an hourly basis only. Any employee who, as a part of the regular work schedule, performs work in a higher-paid classification, will be paid the higher rate of pay for time spent working in the higher classification.

### **Section 17.6- Safety and Health**

It is the basic objective of both parties to the Agreement that safe working conditions be maintained.

The Union and the employees agree that they will cooperate in promoting safety and will comply with all safety rules.

In furtherance of this objective, the parties agree to the following:

- A. The Employer will 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.
- B. Employees will immediately report on-the-job injuries to their supervisor.
- C. The safety committee will meet monthly and the Employer will promptly post minutes of the meetings at all key stations.
  - 1. The safety committee will consist of no less than two (2) members of the bargaining unit from day shift and two (2) from the night shift. The number of employee representatives may be expanded by mutual agreement. Employee representatives will be selected according to Oregon OSHA law, with preference for holding elections whenever possible. Committee members are to serve a minimum of one (1) year.
  - 2. The Committee will elect a chairperson. The vote for the position of chairperson will be made by equal numbers of employee and Employer representatives elected to the committee.
  - 3. All safety training or meeting time will be paid and not reduce the employee's break or lunch periods.
  - 4. The Employer agrees to accommodate the pre-approved activities of employees participating in the safety committee.
  - 5. Employees will be paid at the regular rate of pay to attend training and meeting sessions.

### **Section 17.7 - Schedule Posting**

Schedules of starting times and quitting times and days off of employees will be posted fifteen (15) days in advance of the start of the shift, subject to emergency situations. As much advance notice of overtime requirements will be given as permitted by operational circumstances, and the Employer will give consideration to any prior commitment of the employee.

### **Section 17.8 - Industrial Insurance**

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



### **Section 17.9 - Paychecks**

Wages shall be paid in accordance with the Employer's regular payroll procedures. Employees may request pay statements itemizing, hours worked, rate of pay, and any deductions from their pay. The employer shall issue paychecks no less frequently than semi-monthly or bi-weekly.

When the employer has been notified the employee has been underpaid and there is no dispute, the employee must be paid the undisputed underpaid wages regardless of the cause of the underpayment.

When the underpayment is five (5) percent or less of the employee's gross wages, the amount may be paid on the next regular payday. If the underpayment is more than five (5) percent of the gross, the amount must be paid to the employee within three (3) business days.

### **Section 17.10- Break Rooms**

There will be a break room provided in each building, with table and chairs, where no chemicals or cleaning supplies are stored. A list of designated break rooms will be posted at each key station and included in each run, a list of accessible refrigerators and microwaves will be provided.

## **ARTICLE 18 - WORK LOAD**

### **Section 18.1- Labor Management Committee**

The Employer, jointly with employees selected by the Union, will establish a Labor/Management Committee to assist with personnel and other mutual problems. The purpose of the Labor/Management Committee will be to foster improved communication between the Employer and the employees.

The Committee may address broad-based workload issues. The function of the Committee will be limited to an advisory rather than a decision-making capacity. The Committee will recommend solutions to identified problems. The committee will submit in writing their recommendation to the company. The employer will respond to the recommendation in writing within ten (10) business days of receiving it.

The Committee will be established on a permanent basis and will consist of not more than three (3) representatives each of the Employer and bargaining unit employees represented by the Union, at Oregon State University. The number of Committee participants may be expanded by the mutual agreement of the Employer and the Union. The Committee will meet not less than bi-monthly or as often as mutually agreed. The Employer will reasonably accommodate the schedules of employees that attend Committee meetings.

In order to effectively communicate clear expectations of the work expected to be performed each shift, it is the responsibility of the LMC to provide clearly defined routes on each Run Sheet. These routes will be submitted by the beginning of the each academic year. If a change or changes to the route needs to be enacted after the initial route has been generated, the change(s) will be submitted to the LMC to be discussed.

Walk through will be required by the LMC to determine if workload adjustments are needed, after which the LMC will discuss and advise on any necessary changes to the Run Sheet or route.

Periodically, a GCA Human Resource representative will attend the LMC meeting to determine the effectiveness of the team and offer suggestions for improvement when warranted.

### **Section 18.2 - Workload Protection**

If the Employer changes an employee's job or run from the originally posted specs, and responsibilities or regular shifts and days off as described in the original job bid, the employee may refer the matter to the Labor Management Committee (LMC) within three (3) months of the change. A new run and posted specs may be referred to the LMC. The LMC will review the changes for compliance with the workload originally described in the job bid, and to determine if the run has been altered sufficiently to warrant a re-posting of the run. The LMC's decision will be final and binding. If the LMC does not reach a consensus decision as to whether the run should be re-posted, the issue will be resolved by escalating the problem to the General Manager and a Union Representative not directly involved with the matters arising out of the LMC. If the General Manager and the Union Representative do not reach a consensus decision, a management representative not directly involved with the previous steps will make the final decision.

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 assigned tasks due to any delays in repair, replacement or delay in distribution of supplies. The employee must report any failed or damaged equipment to their supervisor immediately. Damaged, misused or neglected equipment can result in disciplinary action.

The Employer will not permanently add any new areas of responsibility to an employee's assignment that cannot be reasonably completed in the allotted amount of time without a corresponding reassessment of the employee's previously established workload. (Taking into account the time needed for breaks, pre/post work meetings and travel time to employees' assigned work area).

### **Section 18.3- 24/7 operations**

If a run has a building that operates 24/7, the employee, upon request, will receive a route sheet of the times tasks are to be performed.

### **Section 18.4- Additional Tasks and Special Projects**

If additional tasks or special projects are added to an employee's route, the Employer will provide additional help, additional hours, or explain what tasks in the employee's regular assignment should not be completed so that they are able to complete the additional tasks or special project.

### **Section 18.5- Safety**

If an employee is sent to cover a run outside of their usual building after dusk until dawn and the employee is concerned about their safety, the following will apply:

- i. After a request to a supervisor, the employee will be accompanied to and from the building.
- ii. When working in an unlocked building operated 24 hours a day, 7 days a week, the employee may request the Employer assign a second employee to that run. If the Employer is unable or unwilling to provide a second employee, the employee may refuse to cover the run. The Employer may assign a different employee to cover the run, and the Employer will not take action against the employee refusing to cover the run.

If an employee is concerned for their personal safety, the employee should immediately discuss the concern with their supervisor or manager. The Employer will ensure the employee is working in a safe environment.

### **Section 18.6- Covering for Absent Employees**

In the event of covering the work of an absent employee, employees will not be expected to perform every task of their regular duties and every task of the absent employee during the same shift. The Employer will provide employees with clear expectations of the work expected to be performed on a shift when employees are completing their run and covering for an absent employee. These instructions will include tasks that are reasonably calculated to be completed within the employee's regularly scheduled hours.

An employee who completes both their regular assigned area (abbreviated) and covers area of the absent employee will be compensated with premium of \$1.75 over their current wage for each hour worked on the absent employee's area. This may apply to floor crew employees as well.

### **ARTICLE 19 - NO STRIKE NO LOCK-OUT**

There will 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 attempt to bring about a quick termination of the violation.

It will not be a violation of this Agreement and it will 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 another union that was a member of the AFL-CIO on July 1, 2005.

### **ARTICLE 20 - INVALIDITY**

If any provision of this Agreement shall be invalidated by state or federal law, held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby. Such invalidated provision shall not be applicable or performed except to the extent permitted by law. Both parties agree to renegotiate the invalid provision only. Both parties agree to narrowly construe any

provision held to be contrary to the law and agree on a revised provision that closely mirrors the original intent of such invalidated provision.

## **ARTICLE 21- DURATION**

### **Section 21.1**

This Agreement supersedes any prior agreements and will become effective as of October 20, 2021 and will continue in effect until midnight June 30, 2025, and will continue thereafter from year to year unless written notice of desire to terminate or modify the Agreement is given by either party, the Union or the Employer, to the other party no more than 90 days nor less than 60 days prior to the expiration date of the Agreement.

### **Section 21.2**

In the event the Agreement is opened in the above manner, all provisions of this Agreement will remain in effect until the new proposals have been agreed upon and a new contract is signed.

## **ARTICLE 22 - MANAGEMENT**

### **Section 22.1**

The Employer will remain vested with all management functions, including the full and exclusive control, direction and supervision of operations and the working force, including but not limited to the right to hire, suspend, discharge or lay off the working force; to determine services to be performed, and the schedules of work, including hours of work; and the methods, processes or means of performing its services; to promote, demote or transfer, to maintain discipline of employees and to make reasonable rules and regulations for the purpose of maintaining efficiency and discipline which do not conflict with the terms of the Agreement.

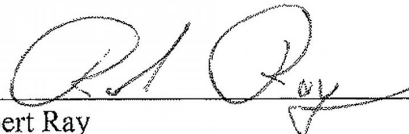
### **Section 22.2**

The Union acknowledges that the operations of the Employer are subject to the rules and regulations of Oregon State University. Any action taken by the Employer in an effort to comply with such rules and regulations will not be deemed to be a violation of this Agreement. The Employer will supply the Union upon demand, copies of any rules or regulations that OSU asks the Employer to comply with.

### **Section 22.3**


The Employer specifically retains the right to test employees for being under the influence of or using drugs and/or alcohol in the workplace for cause only.

ABM Industry Group



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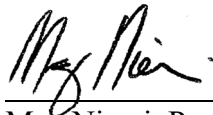
Robert Ray



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Dean Fewkes

Service Employee International Union Local 49



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Meg Niemi, President

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Amparo Hernandez, Organizer

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Claudia Trujillo

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Francisco Figueroa

Ron McCown

## APPENDIX A

### PARTICIPATION AGREEMENT FOR THE SEIU HEALTH & WELFARE FUND BETWEEN SEIU LOCAL 49 AND ABM INDUSTRY GROUP

#### **Section 1. Coverage**

- (a) Except as may be provided in subparagraph (b), the Employer agrees to provide all bargaining unit employees who are compensated for one-hundred twenty-five (125) or more hours per calendar month and are covered by the Collective Bargaining Agreement at its site located at Oregon State University, 621 SW 17th Street, Corvallis, OR 97333 with Health and Welfare benefits under the Service Employees International Union Health and Welfare Fund (hereinafter "Fund").
- (b) No contributions will be made for employees who have terminated employment. The employer will be granted credit if coverage for a terminated employee is prepaid when the Fund Office is notified in a timely manner. Credit can be granted for previous two months in which the Fund receives notification provided that insurance claims have not been presented for that employee.

#### **Section 2. Term**

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

#### **Section 3. Contributions**

- a)(1) Commencing upon execution of this agreement, the Employer agrees to remit eight hundred fifty-three dollars and twenty-seven cents (\$853.27) per month for all eligible employees covered by the Collective Bargaining Agreement. The Employer will begin remitting a contribution for eligible employees on the first month which follows completion of sixty (60) days of employment.

It will in all instances be the responsibility of the Employer to ensure that appropriate deductions occur and it is the Employer's responsibility to remit to the Fund all required contributions.

- a)(2) The parties acknowledge that the required contribution rate(s) for benefit plans and additional benefits provided by the Fund may change because of plan experience and other actuarial considerations and that the Trustees may, at their exclusive discretion, determine the rates required to maintain the level of benefits agreed to by the parties. In the event such rates determined by the Trustees are greater than the rates provided for in Section 3(a)(1), above, the Employer agrees to pay, effective beginning January 1 of each year and after receipt of notice from the Trustees of any required change, any increased insurance costs up to and including 14% per calendar year. The Employer and Union agree to modify the level of benefits to one that is commensurate with the contribution amount paid or negotiate contribution amounts for any increases in excess of 14%.

- a)(3) The parties acknowledge that, when employees contribute toward their own coverage, the contribution must be calculated using the monthly rates set by the plan. The parties further acknowledge that any employee contribution to the plan will not exceed 14% of the total monthly cost of the plan.

Example: \$ 739 cost of plan, plan goes up 15%, 14% increase=\$103.46 15%=\$110.85  
increase employee share is capped at 14% of the difference \$110.85-\$103.46=\$7.39  
means Employee share would be \$1.03 (14% of 7.39)

- b) Monthly contributions required by this provision will be paid to the Fund on or before the fifteenth day of the month prior to the month for which coverage is intended or on or before such other date as the Trustees may hereafter determine.
- c) Contributions will be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Trustees of the Fund.
- d) In the event that contributions are made on a monthly basis, there will be no pro-ration of contributions in the event an employee does not receive compensation for an entire month.
- e) Employees may opt-out of insurance coverage and receive a check for \$853.27 on their behalf provided that they can demonstrate to the Trustees or their representatives' proof of comparable coverage annually during the period of open enrollment.

Opt-out requests may be made once a year during the open-enrollment period. Evidence of equivalent health insurance coverage must be provided along with the request. All requests will be for a minimum of one-year duration. Opt-out will be automatically renewed unless reenrollment is requested, in writing, during a subsequent open-enrollment period. Employees who lose alternative coverage must notify the Employer and request re-enrollment during the subsequent open-enrollment period.

#### **Section 4. Plan of Benefits**

##### **A. Initial Benefits**

The contribution rate(s) set out in section 3(a)(1) of this Agreement anticipates that, initially covered eligible employees will be enrolled in Medical Benefit Plan 1 (One) under a Non-Preferred Provider Organization (non - PPO). In addition to the benefit plan, the parties anticipate that the following additional benefits will be provided:

1. \$1 million lifetime maximum benefit
2. \$10 co-pay Prescription Drug Coverage

B. Later Contract years

The parties acknowledge that the required contribution rate(s) for benefit plans and additional benefits provided by the Fund may change from year to year because of plan experience and other actuarial considerations and that the Trustees may, on the collective bargaining agreement anniversary date following June 30 each year after the effective date of this agreement, and at their exclusive discretion, reassign the employees covered by this Agreement and their eligible dependents to such different benefit plan with or without prescription or dental and vision benefits as are, in the aggregate, supported by the contribution rate in effect for the subsequent twelve months.

**Section 5. Trust Agreement**

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

**Section 6. Cooperation**

The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining and providing such census data as may be required by the Fund's Administrator.

**Section 7. Audit**

The Employer agrees to permit auditors authorized by the Fund to inspect and review any of its records necessary to ensure compliance with this Agreement, provided that the employer will be given at least 48 hours notification in advance.

**Section 8. Delinquencies**

The Employer agrees that, should it default or become delinquent in any of its obligations to the Fund set forth in this article, it will be liable for such penalties and costs as may be provided for by the Trust Agreement and resolution(s) of the Trustees including, but not limited to, a late payment, interest, liquidated damages, and all costs of collection including reasonable attorney's and accounting fees.

Notwithstanding any other provision of this Collective Bargaining Agreement, the Union will have the right to remove its members from the plant or facilities of the Employer if the Employer fails to make its required health and welfare contributions in full until such time as the Employer transmits such contributions to the Fund.



### **Section 9. Miscellaneous**

In the event of any inconsistency between this agreement and any other agreements, the terms of this agreement will prevail. This agreement supersedes earlier participation agreement between ABM and Local 49.

### **Section 10. Approval by trustees**

The undersigned parties acknowledge that the provisions of this agreement and the participations of the employees covered by it are subject to approval by the Trustees of the fund and that the Trustees of the Fund and that they Trustees reserve the right to terminate, at their sole and non-reviewable discretion, the participation of the employees covered by this agreement. Such termination may be directed by the Trustees for reasons including, but not limited to, a decline in the average number of hours reported by the Employer to timely pay contributions, and expiration of a Collective Bargaining Agreement.

If the Trustees should deny participation for any reason, the contributions provided herein will be added to the employees' wages.

## APPENDIX B

### PARTICIPATION AGREEMENT FOR THE SEIU NATIONAL INDUSTRY PENSION FUND BETWEEN SEIU LOCAL 49 AND ABM INDUSTRY GROUP

#### **Section 1. Coverage**

The Employer agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees international Union National Industry Pension Fund (“Fund”) in the amounts specified in Section 3 below.

#### **Section 2. Term**

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

#### **Section 3. Contributions**

A. As of July 1, 2011, the Employer agrees to contribute to the Fund twenty-seven cents (27C) per worked hour for all full-time and part-time employees covered by the Agreement after the completion of a ninety (90) day probationary period or the effective date of the Collective Bargaining Agreement, whichever is later and twenty-seven cents (27 C) per worked hour for all temporary and on-call employees who satisfy the provisions of subsection (d) below.

B. Contributions required by this provision shall be paid to the Fund on or before the fifteenth day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine.

C. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.

D. Notwithstanding any other provision of the Agreement or this Appendix thereto, contributions shall be made on behalf of any temporary and on-call employee who has worked, or been compensated, for one thousand (1,000) hours or more during the twelve month period beginning with the employee’s date of hire. If a temporary or on-call worker does not work, or is not compensated for, at least 1,000 hours during his first year of employment, the twelve month measuring period shall be based on the calendar year beginning after the end of his first year of employment. Thereafter, contributions shall be made for such employee for all hours paid irrespective of whether the hours worked exceeds one thousand (1,000) hours in subsequent years. Until contributions are required to be made on behalf of an employee pursuant to the terms of this provision, the employee shall not be deemed to be a covered employee working in covered employment within the meaning of the SEIU National Industry Pension Plan and subsection (a) above. All 29 employees who previously were participants in the pension plan sponsored by the Employer or its predecessor by virtue of having one thousand (1,000) or more hours of service with the Employer or predecessor shall be deemed to be participants under the SEIU National Industry Pension Plan and have contributions made on their behalf to the Fund for all worked hours without the necessity of meeting any additional eligibility requirement.

**Section 4. 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 5. Cooperation**

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

**Section 6. Approval By Trustees**

The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided.

Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees’ acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

**Section 7. Miscellaneous**

In the event of any inconsistency between this Appendix and the Collective Bargaining Agreement, the terms of this Appendix shall prevail.

**ABM Industry Group**



**Service Employee International Union  
Local 49**

