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Title: **King County Master Agreement (American Building Maintenance et al.) and Service Employees International Union (SEIU), AFL-CIO Local 6 (2003)**

K#: **7420**

Employer Name: **King County Master Agreement (American Building Maintenance et al.)**

Location: **WA Seattle**

Union: **Service Employees International Union (SEIU), AFL-CIO**

Local: **6**

SIC: **7349**

NAICS: **56172**

Sector: **P**

Number of Workers: **1800**

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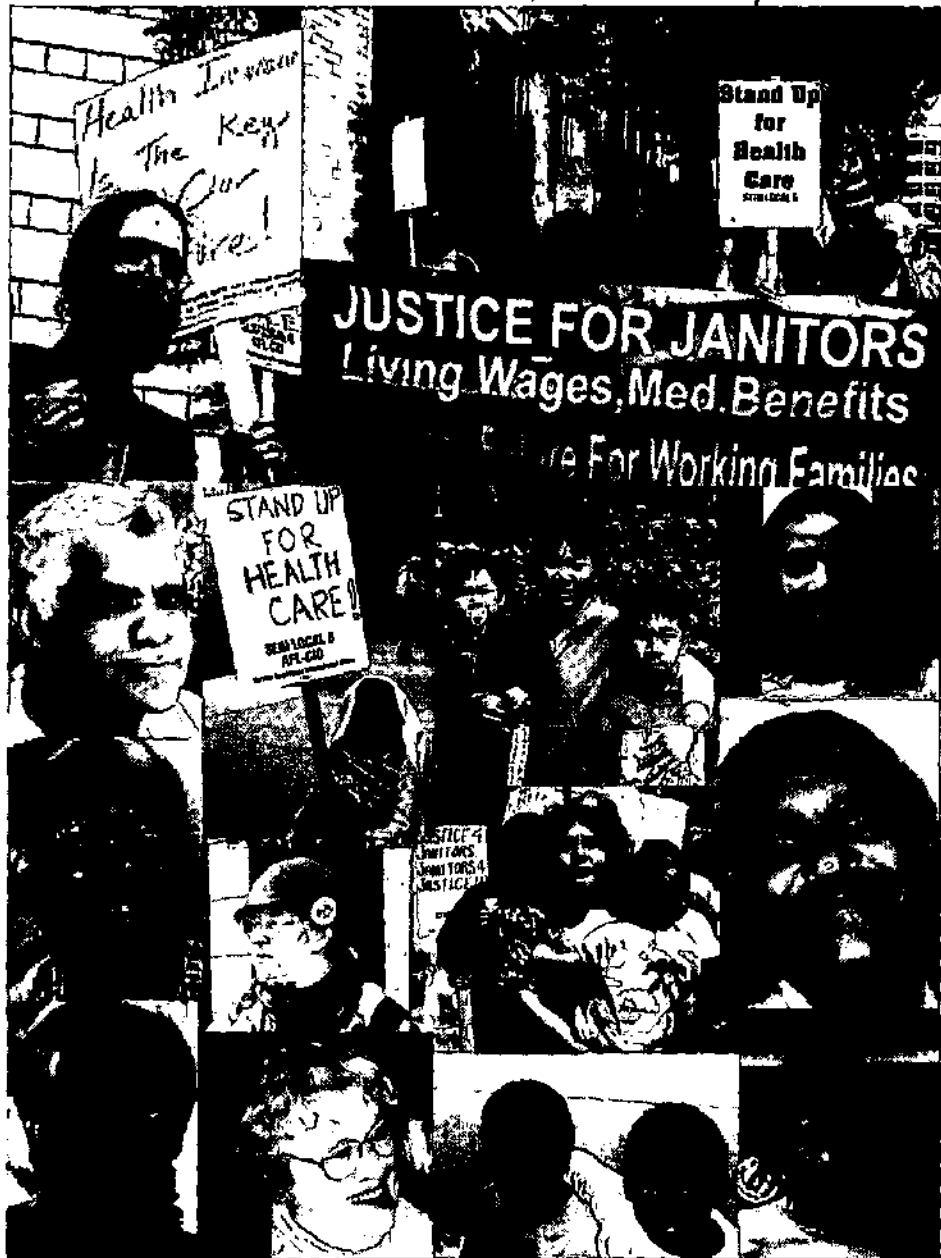
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2003-2008

**KING COUNTY MASTER AGREEMENT**

by and between SEIU Local 6 and

King County Building Services

Union Contractors\*

July 1<sup>st</sup> 2003 - June 30<sup>th</sup> 2008

41 pages

# Service Employees International Union (SEIU) Local 6, AFL-CIO, CLC

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## **Officers**

Sergio Salinas, President  
Debbie Foley, Secretary-Treasurer  
Marline Pedregosa, Vice President

\* **The King County Master Agreement covers janitors working in King County for the following Union janitorial maintenance companies:**

- American Building Maintenance
- Coyote Cleaning Systems, Inc.
- Dependable Building Maintenance Company of Washington
- Dunn Janitorial Services
- Metropolitan Building Maintenance Company
- Pacific Building Services, Inc.
- Quality Janitorial Service
- Slipsafe Northwest Inc. (SSNW Inc.)
- Steven Beckstead
- UNICCO Service Company

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## **KING COUNTY MASTER LABOR AGREEMENT**

This Agreement between Service Employees International Union, Local 6, (herein the Union) and \_\_\_\_\_\*\_\_\_\_\_ (herein the Employer), for the purpose of promoting the full flow of commerce, to prescribe the legitimate rights of both the Employer and the employee in their relations, and to establish minimum wage scales, rates of pay, hours of employment and other regulations and/or conditions of employment affecting all employees of the Employer covered by this Agreement, working within the legal boundaries of King County, Washington.

### **ARTICLE I - RECOGNITION AND BARGAINING UNIT**

1.1 **Union Recognition:** The Employer agrees to recognize the Union as the sole and exclusive bargaining representative for all non-supervisory employees covered by the wage classification within this Agreement with respect to wages, hours and working conditions.

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

2.1 **Condition of Employment:** It shall be a condition of employment that all employees covered by this Agreement shall make application to join the Union within thirty-one (31) days following the date of employment or thirty-one (31) days following the execution date of this Agreement whichever is later, and must remain members in good standing for the term of the Agreement. The Employer shall notify the employee that Union membership is required by this subsection, and shall supply the employee a form for application for membership, said form to be supplied to the



Employer by the Union. For purposes of section 2.1 and 2.3 membership in good standing shall be defined as the timely payment of Union dues and fees or the timely payment of equivalent agency fees.

2.2 Union Membership Based on Tools: Owners, managers (except management trainees), supervisors, and forepersons working with the tools of the trade must become members of the Union within thirty-one (31) calendar days following their date of employment as working with the tools. Forepersons are covered by this Agreement for its term and are entitled to its benefits and are subject to the Union membership clause. It is recognized that supervisory personnel shall not perform bargaining unit work on a routine basis but shall not be in violation of this Agreement when they perform bargaining unit work in cases of emergency.

2.3 Union Membership: Any employee failing to maintain his/her membership in good standing by not tendering uniform dues and fees shall be subject to termination upon seven (7) days' notice by the Union. Any employee so notified and who fails to make application to tender fees and dues uniformly required shall be terminated by the Employer at the end of that seven (7) day period. Upon request of the Union the Employer shall provide the Union with the current address and phone number on file with the Employer of employees in violation of Section 2.1.

2.4 Union Dues Deduction: For the employee's convenience, the Employer agrees to deduct from the pay of each employee membership dues and agency fees established by the Constitution and Bylaws of the Union. The Union shall advise the Employer by written notice of the current dues and agency fees, annually thereafter, the Union shall notify the Employer of any changes in the amount of dues. Upon receiving written notification from the Union of a change in dues, the Employer shall make adjustments in monthly deductions within thirty (30) days. It shall be the obligation of the Employer to deduct from employee's paychecks the established dues and agency fees on a monthly basis.

It is understood and agreed between the Union and the Employer that Union dues can be deducted from the employee's payroll check only by written authorization of the employee. Payroll dues authorization cards will be provided by the Union for this purpose. Deductions shall commence with the employee's first payroll check after completion of the thirty-first (31st) day of employment.

All monies deducted shall be mailed to the Union no later than the twenty-fifth (25th) of the current month using a remittance form supplied by the Union. The Employer shall notify the Union on the remittance form the name and date of termination for all employees terminated since the last remittance form. The remittance form shall be accompanied by information forms on all new employees hired since the last remittance form. The information forms shall be provided by the Union.

2.5 COPE Checkoff. The Employer agrees to deduct from the paycheck(s) of each employee who has authorized it the amount of \$3.00 per month, or an amount the employee voluntarily authorizes, for political purposes. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employees shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

2.6 Hold Harmless. The Union, and each employee, hereby indemnifies and holds the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer because of enforcement of the provisions of Sections 2.3 and 2.4.

2.7 Employee Roster. The Employer agrees on a monthly basis to e-mail to the Union the employee information sent to the Health and Welfare Administrator. On August 1, 2001 and 2002, and each August 1, thereafter the Employer will provide the Union with a roster of current employees showing each employee's name, home address, date of hire, rate of pay and work area, (for example, Group A, Group B, Group C).

### ARTICLE III - HOURS AND OVERTIME

3.1 Lunch and Rest Periods: Lunch and rest periods will be provided in accordance with state law. Each employee shall receive a ten (10) minute rest period during each four (4) hour period of work and shall receive a thirty (30) minute unpaid lunch period at approximately midpoint of the work shift, provided that an employee's lunch hour may be increased to one (1) hour when necessary to accomplish proper scheduling of work, but only with the specific agreement of the employee

involved (in this instance, the shift would be completed in nine [9] hours instead of eight and one-half [8½] hours).

3.2 Overtime Pay: Eight (8) hours per day, forty (40) hours per week and five (5) days per week shall constitute a regular workday and workweek. Except as provided below, time worked in excess of the regular workday or workweek shall be paid at time and one-half (1½ x) the regular rate of pay.

3.3 Additional Hours: If an employee is not assigned forty (40) hours within five (5) days and wishes to increase his/her hours to maximum of forty (40) hours within the regular seven (7) day week at straight time pay, a waiver of the overtime provisions set forth in Section 3.2 shall be granted, provided:

- (a) Overtime shall be paid in compliance with State and Federal laws; and
- (b) The waiver of Section 3.2 is mutually agreed upon, in writing, between the employee and Employer, with a copy to the Union.

3.4 Time Clocks-Time Cards: Time clocks may be used at the Employer's option; otherwise all employees will use a time card. The employee must fill out the time card correctly daily. All employees covered by this Agreement, including forpersons, who alter or falsify any employee's or their own time card will be subject to immediate dismissal (except when requested by supervisor). The employee's time cards shall be available for inspection upon the request of the employee.

The only information required on the time card is as follows: The full name of the employee, an identifying date, starting time and ending time per day, total hours worked per day, and miles per pay period.

#### **ARTICLE IV - WAGES, CLASSIFICATIONS AND REIMBURSEMENT**

4.1 Classifications and Minimum Rates: The classifications and minimum rates of pay shall be as set forth in the Wage Schedule of this Agreement. When the Employer creates any new classification for work covered by Section 4.3, the Employer shall meet with the Union to negotiate the appropriate rate of pay.

4.2 Higher Rate than Minimum Set Forth: Any employee receiving a premium rate of pay higher than the minimum set forth herein for the classification shall suffer no reduction as a result of this Agreement, and nothing herein shall preclude the payment of a higher rate at the discretion of the Employer. Notwithstanding the above, on occasions when the journeyman rate of pay is increased as indicated below, the rate of employees who have completed 3200 hours and who are receiving a premium rate higher than the minimum set forth herein shall have their rate of pay increased by the same amount as the increase in the Journeyman rate. Premiums will be reviewed every six (6) months and may be reduced based on the following:

- (a) The Employer can show just cause that the employee's job performance no longer justifies the wage premium, or
- (b) If the jobs or tasks are removed for which the wage premium was added to the regular wage rate originally, or
- (c) The Employer's customer, who originally requested the wage premium, withdraws that request.

4.3 Wage Schedules

4.3.1 Wages Defined: The base rates of pay per hour for each job classification shall be as follows for the periods indicated:

**EFFECTIVE: 07/01/2003**

**Group A: Accounts in the Core Area, Traveling Wax Crew, and Sea-Tac Airport**

	Start	1600 Hrs	2080 Hrs	3200 Hrs	Journeyman 5280Hrs
Janitor	8.95	9.55		10.55	11.40
Waxer/Shampooer	9.05	10.50	11.85		
Foreperson	10% above the non-premium, non-waxer wages received by the highest paid person supervised.				

**Group B: City of Bellevue**

	Start	1600 Hrs	2080 Hrs	3200 Hrs	Journeyman 5280Hrs
Janitor	8.95	9.45		9.95	10.15
Waxer/Shampooer	9.05	10.50		10.75	
Foreperson	10% above the non-premium, non-waxer wages received by the highest paid person supervised.				

**Group C: Outer King County (excluding groups "A" and "B")**

	Start	1600 Hrs	2080 Hrs	3200 Hrs	Journeyman 5280Hrs
Janitor	8.85	9.35		9.75	9.95
Waxer/Shampooer	8.95	10.40	10.60		
Foreperson	10% above the non-premium, non-waxer wage received by the highest paid person supervised.				

Employees with five (5) or more years of service who were receiving the ten cents (\$0.10) per hour premium as of May 1, 1989, will continue to receive this premium for as long as they work.

Employees receiving Journeyman rate of pay as of June 30, 2003, at 3200 hours of employment shall continue to receive their Journeyman rate of pay regardless of whether or not they have yet worked 5280 hours.

**EFFECTIVE: 07/01/2004 – \$0.20 (twenty cents) increase across the board**

**Group A: Accounts in the Core Area, Traveling Wax Crew and Sea-Tac Airport**

	Start	1600 Hrs.	2080 Hrs	3200 Hrs	Journeyman 5280Hrs
Janitor	9.15	9.75		10.75	11.60
Waxer/Shampooer	9.25	10.70	12.05		
Foreperson	10% above the non-premium, non-waxer wages received by the highest paid person supervised.				

**Group B: City of Bellevue**

	Start	1600 Hrs	2080 Hrs	3200 Hrs	Journeyman 5280Hrs
Janitor	9.15	9.65		10.15	10.35
Waxer/Shampooer	9.25	10.70		10.95	
Foreperson	10% above the non-premium, non-waxer wages received by the highest paid person supervised.				

**Group C: Outer King County (excluding groups "A" and "B")**

	Start	1600 Hrs	2080 Hrs	3200 Hrs	Journeyman 5280Hrs
Janitor	9.05	9.55		9.95	10.15
Waxer/Shampooer	9.15	10.60	10.80		
Foreperson	10% above the non-premium, non-waxer wage received by the highest paid person supervised.				

Employees with five (5) or more years of service who were receiving the ten cents (\$0.10) per hour premium as of May 1, 1989, will continue to receive this premium for as long as they work.

Employees receiving Journeyman rate of pay as of June 30, 2003, at 3200 hours of employment shall continue to receive their Journeyman rate of pay regardless of whether or not they have yet worked 5280 hours.

**EFFECTIVE: 07/01/2005 – \$0.25 (twenty-five cents) increase across the board**

**Group A: Accounts in the Core Area, Traveling Wax Crew, and Sea-Tac Airport**

	Start	1600 Hrs	2080 Hrs	3200 Hrs	Journeyman 5280Hrs
Janitor	9.40	10.00		11.00	11.85
Waxer/Shampooer	9.50	10.95	12.30		
Foreperson	10% above the non-premium, non-waxer wages received by the highest paid person supervised.				

**Group B: City of Bellevue**

	Start	1600 Hrs	2080 Hrs	3200 Hrs	Journeyman 5280Hrs
Janitor	9.40	9.90		10.40	10.60
Waxer/Shampooer	9.50	10.95		11.20	
Foreperson	10% above the non-premium, non-waxer wages received by the highest paid person supervised.				

**Group C: Outer King County (excluding groups "A" and "B")**

	Start	1600 Hrs	2080 Hrs	3200 Hrs	Journeyman 5280Hrs
Janitor	9.30	9.80		10.20	10.40
Waxer/Shampooer	9.40	10.85	11.05		
Foreperson	10% above the non-premium, non-waxer wage received by the highest paid person supervised.				

Employees with five (5) or more years of service who were receiving the ten cents (\$0.10) per hour premium as of May 1, 1989, will continue to receive this premium for as long as they work.

Employees receiving Journeyman rate of pay as of June 30, 2003, at 3200 hours of employment shall continue to receive their Journeyman rate of pay regardless of whether or not they have yet worked 5280 hours.

**EFFECTIVE: 07/01/2006 – \$0.35 (thirty-five cents) increase across the board**

**Group A: Accounts in the Core Area, Traveling Wax Crew, and Sea-Tac Airport**

	<b>Start</b>	<b>1600 Hrs</b>	<b>2080 Hrs</b>	<b>3200 Hrs</b>	<b>Journeyman 5280Hrs</b>
Janitor	9.75	10.35		11.35	12.20
Waxer/Shampooer	9.85	11.30	12.65		
Foreperson	10% above the non-premium, non-waxer wages received by the highest paid person supervised.				

**Group B: City of Bellevue**

	<b>Start</b>	<b>1600 Hrs</b>	<b>2080 Hrs</b>	<b>3200 Hrs</b>	<b>Journeyman 5280Hrs</b>
Janitor	9.75	10.25		10.75	10.95
Waxer/Shampooer	9.85	11.30		11.55	
Foreperson	10% above the non-premium, non-waxer wages received by the highest paid person supervised.				

**Group C: Outer King County (excluding groups "A" and "B")**

	<b>Start</b>	<b>1600 Hrs</b>	<b>2080 Hrs</b>	<b>3200 Hrs</b>	<b>Journeyman 5280Hrs</b>
Janitor	9.65	10.15		10.55	10.75
Waxer/Shampooer	9.75	11.20	11.40		
Foreperson	10% above the non-premium, non-waxer wage received by the highest paid person supervised.				

Employees with five (5) or more years of service who were receiving the ten cents (\$0.10) per hour premium as of May 1, 1989, will continue to receive this premium for as long as they work.

Employees receiving Journeyman rate of pay as of June 30, 2003, at 3200 hours of employment shall continue to receive their Journeyman rate of pay regardless of whether or not they have yet worked 5280 hours.



**EFFECTIVE: 07/01/2007 – \$0.40 (forty cents) increase across the board**

**Group A: Accounts in the Core Area, Traveling Wax Crew, and Sea-Tac Airport**

	<b>Start</b>	<b>1600 Hrs</b>	<b>2080 Hrs</b>	<b>3200 Hrs</b>	<b>Journeyman 5280Hrs</b>
Janitor	10.15	10.75		11.75	12.60
Waxer/Shampooer	10.25	11.70	13.05		
Foreperson	10% above the non-premium, non-waxer wages received by the highest paid person supervised.				

**Group B: City of Bellevue**

	<b>Start</b>	<b>1600 Hrs</b>	<b>2080 Hrs</b>	<b>3200 Hrs</b>	<b>Journeyman 5280Hrs</b>
Janitor	10.15	10.65		11.15	11.35
Waxer/Shampooer	10.25	11.70		11.95	
Foreperson	10% above the non-premium, non-waxer wages received by the highest paid person supervised.				

**Group C: Outer King County (excluding groups "A" and "B")**

	<b>Start</b>	<b>1600 Hrs</b>	<b>2080 Hrs</b>	<b>3200 Hrs</b>	<b>Journeyman 5280Hrs</b>
Janitor	10.05	10.55		10.95	11.15
Waxer/Shampooer	10.15	11.60	11.80		
Foreperson	10% above the non-premium, non-waxer wage received by the highest paid person supervised.				

Employees with five (5) or more years of service who were receiving the ten cents (\$0.10) per hour premium as of May 1, 1989, will continue to receive this premium for as long as they work.

Employees receiving Journeyman rate of pay as of June 30, 2003, at 3200 hours of employment shall continue to receive their Journeyman rate of pay regardless of whether or not they have yet worked 5280 hours.

**4.3.2 Non-Journeyman Rates:** An employee who has not accrued, during the three years immediately preceding his/her date of hire, at least 3200 hours of experience in King County,

Washington working in the same job classification as that in which he or she was hired, for a maintenance contractor whose employees are covered by a collective bargaining agreement with the Union, shall be placed on the wage scale in Section 4.3.1, corresponding to the number of accredited hours and shall proceed through the remainder of the wage steps from that point forward. An employee shall not receive experience credit for work performed for any employer during a previous period of employment unless such experience is claimed in writing on the employee's job application form or in a written notice delivered to the Employer's Personnel Office not later than thirty (30) calendar days after starting work. The employee must also submit, within sixty (60) calendar days after starting work, a written statement from the former employer verifying the type of work performed and the number of hours worked during the three- (3) year period.

4.3.3 Area Definitions: The area within the city limits of Seattle shall be defined as the Core Area (Group A). The area within the City limits of Bellevue shall be considered Group "B." The remainder of King County is defined as the Outer County (Group C).

4.3.4. Transfers

4.3.4.1 Transfer to Core: Employees working in Group B, or Group C positions who have completed 1600 hours of work in the previous twelve (12) months shall have the opportunity to transfer to job openings in a corresponding job classification in higher paying group locations prior to the placement of new hires, provided the employee requests the transfer in writing. Upon transfer to the core, the employee will be given credit for all hours worked for the Employer. The Employer shall implement such transfers within sixty (60) days of receipt of the employee's request for transfer to a higher paying location, provided that the Employer is not in compliance with Section 4.3.5, Ratio of Journeymen, of this Agreement.

4.3.5 Ratio of Journeymen: The ratio of journeymen to non-journeymen janitors shall be no less than 2 to 1, respectively, within office buildings cleaned by the Employer under Group A of this Agreement. The 2 to 1 ratio shall apply only to those buildings that the Employer cleaned as of May 1, 1989.

4.4 Scale for Exterior Window Cleaning: No employee covered by this Agreement shall receive any scale less for exterior window cleaning than those scales set by the Union—King County Window Cleaner Agreement, except for spotting exterior entryway glass that does not require the use of a ladder over six feet; cleaning door glass, entry glass, partition glass and relite glass.

4.5 Employment on Hourly Basis Only: The Employer shall employ employees on an hourly basis only.

4.6 Locked Building: In the event an employee reports for work and cannot enter the building due to its being locked through no fault of the employee, and there is no work available at the employee's work location, the employee will notify the Employer's answering service or other designated contact point within thirty (30) minutes of the scheduled starting time. The employee will await the Employer's instructions and, at the Employer's discretion, will report to another work location. If the employee is instructed to report to another location, the employee will be paid for his travel time, which will be computed on the basis of the scheduled starting time, to the new assignment, plus he will be provided work equal to a minimum of one-half (1/2) of his regularly scheduled shift at straight-time hourly wages. If the employee is not instructed to report to another location, he will be paid for one-half (1/2) of the employee's regularly scheduled shift at straight-time hourly wages, except that there will be no such pay for recognized holidays or unscheduled workdays.

4.7 Miscellaneous Wage Conditions:

- a. The minimum unit of work time shall be one-tenth (1/10) hour. Any time worked by an employee that is less than six (6) minutes shall be rounded out to the nearest six (6) minute increments.
- b. Paychecks shall be made available to the employee or placed in the mail not later than six (6) office workdays after the close of the pay period. Each employee shall be notified when his/her pay period ends.

- c. In determining time worked for the Employer, the period of employment shall begin at the time the employee reports to the job location, or office if required by the Employer.
- d. Employees hired prior to June 22, 1985, working shifts where the majority of the time worked falls between the hours of midnight and 7:00 a.m. shall receive fifteen cents (\$0.15) per hour in addition to the regular rate for the entire work shift. There will be no shift differential for traveling waxers in grocery stores.

4.8 Transfer: The Employer may transfer an employee from one location covered by this Agreement to another location covered by this Agreement but such transfer will not result in a decrease of the wage rate or wage group of the employee.

If the Employer transfers an employee from a location not covered by this Agreement to a location covered by this Agreement, this Agreement shall govern the terms and conditions of employment of that employee thereafter; the employee shall not be deemed to have an interruption in employment for the purposes of determining eligibility for fringe benefits under this Agreement.

The Employer may, with the agreement of the employee, transfer an employee from a location covered by this Agreement to a location not covered by this Agreement. Following such a transfer, the terms and conditions of employment for that employee shall not be governed by this Agreement.

This Section may be waived or modified in whole or in part as to any employee by mutual consent of the employee, the Union and the Employer.

4.9 Automobile Mileage and Travel:

- a. An hourly employee who is required by the Employer to travel between job locations is entitled to mileage payment at the rate of twenty cents (\$0.20) per mile, provided it is recorded by the employee on his/her time card. Mileage payment will not include mileage between employee's home and the first job and from the last job to the employee's home. The employee's paycheck must show the amount of money for mileage payment. The shortest practical route is to be followed between jobs so that unnecessary distances will not be traveled to complete the route schedule.

- b. Any employee who is required to move from location to location in the course of performing his assignment shall be paid for all reasonable time spent in traveling between such locations.
- c. Each employee who is required to use his/her personal vehicle shall be required to carry personal liability insurance. The Employer shall carry business endorsement insurance that supplements the employee's personal insurance.
- d. Any employee who drives Company vehicles and may become uninsurable or lose his/her driver's license will be demoted or transferred to a job not requiring the use of a Company vehicle. If an employee becomes unbondable, the Employer may transfer that employee to a job location not requiring its employees to be bonded. In the event the Employer does not have a non-bondable location, then the employee will be subject to discharge.

#### ARTICLE V - HOLIDAYS

5.1 Holidays Observed: The following days shall be observed as holidays under this Agreement: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

An employee shall be considered to have worked, or to have been scheduled to have worked, on a holiday if more than half (1/2) of the employee's hours or scheduled hours fall on that holiday.

5.2 Holiday Pay: An employee who has worked continuously for the Employer for at least four (4) hours per workday and twenty (20) hours per workweek for at least ninety (90) calendar days, and who has worked on his or her regular working days before and after a holiday (or is absent from work on such days due to illness or injury as provided below), shall be paid for such holiday at the employee's regular rate of pay if the employee normally would have been scheduled to work on such holiday.

5.3 Holidays Worked: If a holiday falls on the employee's regular day off, the employee shall receive either holiday pay or a scheduled day off with pay, at the Employer's discretion. Any hours worked on a day for which holiday pay is due shall entitle the employee to compensation in addition

to holiday pay, such additional compensation to be at the employee's regular rate of pay unless the employee works longer than his or her usual shift, in which event the hours in excess of the usual shift are to be compensated at double the rate of pay.

5.4 Holiday Pay During Absence: If a holiday falls within an employee's vacation period, the employee shall receive an extra day of vacation pay or be given an extra day off with pay, at the discretion of the Employer. If the holiday occurs while the employee is absent from work due to injury or illness, holiday pay shall be due only if the employee has been absent less than thirty (30) calendar days. No pay shall be due for holidays occurring while the employee is absent for any reason except as specifically provided in this section. The Employer will not arbitrarily alter regular assigned schedules just to avoid holiday payments.

5.5 Half-Day Holidays: Employees shall have the option to take additional half- (1/2) day holidays without pay, one on Christmas Eve and the other on New Year's Eve, if:

1. The Employer is given one (1) week's prior notice;
2. The employee does not have to be replaced for the balance of the shift;
3. The assigned work is adequately and reasonably performed.

This provision shall apply only to shifts commencing between noon and midnight, and the time taken off shall be the last half of the shift.

5.6 Graveyard Holiday Pay: For the purpose of establishing holiday pay, the date on which the more than one-half (1/2) of the regularly scheduled shift falls shall be considered the workday. In the event there is an equal division of hours between dates, then the starting date will be considered the workday.

## ARTICLE VI - VACATIONS

### 6.1 Vacation Benefits:

- a. An employee who has been continuously employed by the Employer shall be entitled to the following vacation benefits:
  - 1 week of vacation after 1 year of employment;
  - 2 weeks of vacation after 3 years of employment;
  - 3 weeks of vacation after 10 years of employment.
- b. An employee hired prior to May 19, 1986 who has been continuously employed by the Employer shall be entitled to the following vacation benefits:
  - 4 weeks of vacation after 15 years of employment.

6.2 Vacation Pay: Employees entitled to vacations shall be paid for such vacations on the first (1<sup>st</sup>) payday following the anniversary of the employee's commencement of employment, computed at the rates then in effect. (An employee may, with thirty [30] calendar days' written notice to the Employer prior to the employee's anniversary date, specify a different payday [following the anniversary date] on which to receive vacation pay.) If the employee exercises this option, the employee may not later change the specified payday during that year. The employee will receive the full amount of the vacation pay owing as of the anniversary date, computed at the rates in effect on the anniversary date. An employee's vacation pay shall be based on the average number of hours worked during the preceding twelve (12) months, excluding the first twenty-one (21) days of absence (and also excluding not more than sixty [60] additional days of absence due to an accident covered by State Industrial Insurance). No vacation or vacation pay will be allowed if the average number of hours worked per week during the twelve (12) months preceding the employee's anniversary date is less than twenty (20), unless such average would have been at least twenty (20) hours per week but for an authorized leave of absence.

6.3 Vacation Pay Upon Termination: An employee who, upon termination, has worked an average of at least twenty (20) hours a week continuously for the Employer for at least one (1) year shall receive a vacation payment based on the rates in effect at termination and prorated accordingly to the fraction of a year worked since the employee's anniversary date; provided, however, that an

employee who is discharged for cause as provided in Article 12 of this Agreement or who quits work without giving the Employer seven (7) days' prior written notice, shall forfeit any right to accrued vacation pay under this Agreement.

6.4 Vacation Accumulation for Transferred Employees: Employees who are acquired when work is transferred to the Employer from a building or contractor who is signatory to a Union contract shall not be considered to have had a break in service for the purpose of Section 6.1, but the date on which they commence work for the Employer shall be considered their anniversary date, and the Employer shall have no obligation for vacation accumulated prior to that date.

6.5 Change of Employers: The Employer shall pay the employees all accumulated vacation pay upon termination that results from such a change of employer.

#### **ARTICLE VII - DEATH IN THE FAMILY**

7.1 Bereavement Leave: An employee who has worked at least six (6) hours a workday and thirty (30) hours a workweek for the Employer continuously for at least ninety (90) days shall be eligible to take three (3) working days off with pay in the event of a death in the employee's immediate family. Members in the immediate family are the employee's father, mother, daughter, son, brother, sister, grandmother, grandfather, and husband or wife. The employee shall give prompt written notice to the Employer prior to taking the absence. Satisfactory proof of relationship and death may be required as a condition of granting this benefit. If more than three (3) working days are required, the employee may take a leave of absence without pay for up to three (3) additional working days if the Employer is notified prior to the period of additional absence.



## ARTICLE VIII - JURY DUTY

8.1 Jury Duty Leave: An employee who has worked at least six (6) hours a workday and thirty (30) hours a workweek for the Employer continuously for at least ninety (90) calendar days shall be eligible for jury duty benefits under this section. If such an employee is required to act as a juror on a day when the employee was scheduled to work and so notifies the Employer in advance and in writing, the Employer shall pay the employee, in lieu of any other compensation for that day, the difference between the amount of compensation received by the employee for jury service and the amount of compensation the employee otherwise would have received from the Employer for that day. The Employer's responsibility regarding compensation for jury duty will be limited to no more than two (2) weeks (ten [10] days).

## ARTICLE IX - SENIORITY

9.1 Seniority Defined: Seniority shall mean continuous length of service with the Employer and be cumulative, by classification from date of hire. Seniority shall prevail on all layoffs and recalls from layoff, vacation selections, written requests for upgrade to openings in a higher pay group and, as provided below, increase in hours. Seniority shall be the controlling factor in all upgrades to openings in a higher pay group, except that upgrade to foreman positions shall be based on seniority only where skill and ability are approximately equal.

9.2 Steward Seniority. Shop Stewards shall be considered the most senior Employee within their building for purposes of implementing layoff and rehire as set forth in Section 9.1. Where there is no layoff, the Employer may transfer the Steward only for just cause.

9.3 Reduction in Hours of Senior Employee: In the event of a reduction in hours for an employee who has seniority over other employees of the Employer, the following shall apply:

- (a) If the reduction in hours is not temporary in nature (i.e., more than thirty [30] days or is more than two [2] hours per night), the employee may request, in writing, placement in another position that restores, as near as possible, the number of hours worked by the employee prior to the reduction. Upon receipt of the employee's

written request, the Employer shall offer the employee a position filled by a less senior employee.

- (b) The Employer's offer shall be from those sites within a five (5) mile radius of the affected job. If the employee does not accept the assignment offered by the Employer, his/her right to reassignment under this Section shall no longer apply.

9.4 Concerted Activity. The Union agrees that there will be no strike, work stoppage, slowdown, boycott or picketing against the Employer during the life of this Agreement. Further, recognizing the necessity for continuous service in the buildings, no employee shall have the right to refuse to cross a picket line or otherwise to withhold or reduce the performance of his or her duties in the event of a labor dispute involving a building tenant or contractor or any other person, except that employees shall have the right to refuse to clean the space rented by a building tenant who is lawfully being picketed with the official sanction of Service Employees International Union, Local 6, and the King County Labor Council. The exercise of this right shall not result in disciplinary action against the employees involved; however, the Employer shall not be obligated to compensate such employees for services not performed nor shall the Employer be prohibited from using replacement employees in the space the employee(s) has refused to clean. The Union agrees to actively prevent actions by employees that are in violation of this subsection. The Employer may enforce this subsection by appropriate judicial proceedings or through the grievance procedure.

9.5 Notice of Layoff: All employees who have six (6) months or more continuous employment with the Employer shall receive one (1) week (five [5] working days) notice from the Employer of the Employer's intention to lay them off. This shall not apply to employees terminated under the discipline section of this Agreement.

9.6 Opportunity for Full-Time Employment: Employees employed for less than full time shall have the opportunity to be reassigned to full-time employment where openings exist prior to the employment of new employees. Such part-time employees shall make known their request to the Employer in writing and the request shall be considered void if the employee refuses an opportunity by the Employer to fill a full-time position covered by this Agreement.

9.7 Transfer of Work. When work covered by a Local 6 Agreement is transferred from one Employer to another, an employee who had worked in that building an average of at least thirty-two (32) hours per week during the sixty (60) calendar days prior to change of the Employer shall be offered employment by the incoming Employer at the same job or a job of the same classification in the same general area subject to the terms of this Agreement. The offer must be made in writing by the incoming Employer and the employee shall have six (6) workdays from the date the offer of employment was made to either accept or reject the offer in writing. An employee who rejects the Employer's written offer or fails to accept the offer in the required time shall be deemed to have resigned. If the offer is accepted within the time allowed, the employee shall continue to be subject to the terms of this Agreement. An employee who accepts the offer shall not be required to serve a probationary period with the incoming Employer and will not be subject to Section 4.1 of this Agreement, provided the employee agrees, in writing, on a form provided by the incoming Employer that:

- (a) A copy of the contents of the employee's personnel file pertinent to Section 4.2 of this Agreement be given to the incoming Employer and,
- (b) Such materials shall remain in effect for the remainder of the time period called for in Section 4.2.3 of this Agreement.
- (c) When the Employer loses an account to a nonunion contractor, employees at that account shall be assigned relief work with the Employer and shall be placed in the next opening for which they are qualified, by seniority that corresponds with the employee's wage classification.

#### ARTICLE X - PENSION PLAN

10.1 Pension: The Employer shall pay into the Building Service Pension Trust Fund (herein "Pension Trust"), the provisions of which Trust Agreement the undersigned agree to accept at Seattle, Washington, on account of each employee in the bargaining unit who has been with the Employer for twelve (12) continuous months (including time previously worked for an Employer participating in the BOMA-Local 6 Pension Trust) the following amounts: effective May 1, 1996, thirteen cents (\$0.13) per compensable hour. Said amount due for each calendar month shall be remitted in a lump sum no later than ten (10) days after the receipt of the remittance form.

10.2 Employer Agrees to Abide by Rules Established by Trustees of Pension Trust: The Employer agrees to abide by such rules as may be established by the Trustees of the Pension Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and amounts paid on account of each eligible employee. Such rules include, but are not limited to, requirements creating an obligation on the part of the delinquent Employer to pay reasonable attorney's fees and all other reasonable costs incurred by the Pension Trust in the collection of delinquent payments.

#### **ARTICLE XI - MEDICAL COVERAGE AND INDUSTRIAL INSURANCE**

11.1 Health and Welfare Trust Requirements: The Employer shall pay into the Service Employees International Union, Local No. 6, Health and Welfare Trust Fund (herein the "H & W Trust"), the provisions of which Trust Agreement the undersigned agree to accept, at Seattle, Washington, on account of each employee of the bargaining unit, the amount two dollars and ten cents (\$2.10) for each compensable hour effective July 1, 2003. Effective July 1, 2004, that amount shall be increased by thirty-one cents (\$0.31) per compensable hour. Effective July 1, 2005, that amount shall be increased by thirty-six cents (\$0.36) per compensable hour. Effective July 1, 2006, that amount shall be increased by forty-one cents (\$0.41) per compensable hour. Effective July 1, 2007, that amount shall be increased by forty-seven cents (\$0.47). Said amount due each calendar month shall be remitted in a lump sum not later than ten (10) days after the receipt of the remittance form.

11.2 Employer Agrees to Abide by Rules Established by Trustees of H & W Trust: The Employer agrees to abide by such rules as may be established by the Trustees of the H & W Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and amounts paid on account of each employee of the bargaining unit. Such rules include, but are not limited to, requirements creating an obligation on the part of the delinquent Employer to pay reasonable attorney's fees and all other reasonable costs incurred by the H & W Trust in the collection of delinquent payments.

11.3 H&W Eligibility and Premiums Paid by Employer for Inability of Employees to Work:

Employees will become eligible for health and welfare and insurance benefits under the H & W Trust on the first calendar day of the second month following any period of not more than five (5) calendar months during which the employee has been credited with a total of at least five hundred (500) compensable hours in accordance with this Agreement. All eligible employees must accumulate at least one hundred (100) compensable hours credit in accordance with this Agreement in each month to retain eligibility for the following month. Any employee who accumulates less than one hundred (100) compensable hours credit in any month will lose eligibility and must re-qualify as a new employee except, as provided below, when the employee was unable to work because of illness or an accident. If an employee was unable to work because of illness or accident, the Employer will continue to make monthly contributions for three (3) months as if the employee were accumulating one hundred (100) compensable hours per month, and the employee will continue to remain eligible for benefits under the Plan during such three- (3) month period. If such illness or accident shall continue to prevent the employee from working after the three- (3) month period, the employee will continue to remain eligible for benefits under the Plan for an additional three- (3) month period at no cost to the Employer or the employee. If such illness or accident shall continue to prevent the employee from working after this six- (6) month period, the employee may elect to continue eligibility for three (3) more months by paying into the Plan monthly a sum equal to the monthly Employer contribution required for the first three (3) months. In order to be entitled to this continuing eligibility, the employee must actually be incapacitated from work by such illness or accident and shall not in fact be working anywhere. In addition, the Employer or the insurance carrier, if any, under the Plan may from time to time require the employee to furnish a certificate from a representative of a hospital or medical facility that is authorized to treat patients, containing a description of the employee's illness or injury and a statement that the illness or injury prevents the employee from working. If an employee requires medical treatment for a non-occupational injury or illness while receiving industrial insurance compensation, the employee, if otherwise eligible, will be entitled to benefits for medical treatment, but not time-loss compensation.

11.4 Employer Agrees to Cover Employees by State Industrial Insurance: The Employer agrees that all employees covered by the Agreement shall be covered by Washington State Industrial Insurance or an equivalent program approved by the State.

11.5 Eligibility for H & W Trust: The Trustees of the H & W Trust will establish the minimum qualification for Health and Welfare benefits.

## ARTICLE XII - DISCIPLINE AND WARNING NOTICES

12.1 Discharge of New Employees: During the first five hundred and twenty (520) hours worked for the Employer, any employee may be discharged without cause or prior notice and without recourse to the grievance procedure.

### 12.2 Discipline and Discharge

12.2.1 Discipline: Except as provided in Section 12.1, the Employer shall not discipline any employee without just cause and all disciplinary actions may be appealed through the grievance procedure in the manner set forth in this Agreement.

The Union and the Employer agree with the principles of just cause and progressive discipline. The Employer may discharge without warning in cases of theft, possession or influence of alcohol and/or narcotics, physical violence, refusal to perform work assignment, unauthorized duplication of building or tenant keys, falsification of Employer documents, taking or unauthorized possession of weapons on the job, sleeping on the job, willful or grossly negligent damage of property, unauthorized use of tenant equipment (excepting telephone in case of emergency), unauthorized opening of files, cabinets, desk drawers, etc., unauthorized removal of tenant or building property, unauthorized entry into tenant space, violation of Section 15.5 of this Agreement, admitting or allowing any unauthorized person(s) including friends, relatives, children, etc., on the premises or job assignment or other offenses similar in severity to those listed in this paragraph.

Additionally, the Employer may discipline an employee for violation of written rules, including those listed in Section 12.2.2, that have been reasonably promulgated and administered by the Employer. Depending on the severity of the violation, its impact on

Employer-customer relations and/or the repetitiveness of the violation, the discipline may be warning, suspension, or discharge.

12.2.2 Other Offenses: For the purpose of illustration, conduct that may result in disciplinary action includes, but is not limited to, the following:

- Threat of physical violence;
- Violation of reasonable Employer rules, including safety rules and security rules, provided that such rules have been reduced to writing and given to the employee;
- Failing to give the Employer at least four (4) hours' advance notice that the employee is unable to report to work or that the employee is returning to work after an absence of one (1) day or more, unless the employee can establish extenuating circumstances justifying the failure to give such notice;
- Tardiness or unauthorized absence, unless the employee can establish extenuating circumstances;
- Garnishments of the employee's wages on account of three (3) or more separate indebtednesses if served upon the Employer within any period of twelve (12) consecutive months;
- Name-calling or abusive conduct regarding race, religion or nationality;
- Eating in other than an authorized area designated by the Employer;
- Smoking in other than an authorized area designated by the Employer.
- Failure to report to immediate supervisor:
  - (i) breakage or damage on the job, or (ii) injury on the job;
- Negative criticism of Employer, supervisor, or fellow employee to customers, other employers, clients or tenants;
- Insubordination;
- Unsatisfactory or incompetent performance of work;
- Failure to call Employer and failure to show prior to start of shift unless the employee can establish extenuating circumstances justifying the failure to show; and,
- Leaving the assigned building or buildings of employment during a shift without the permission of the immediate supervisor except for unpaid meal periods.

**12.2.3 Discipline Notices:** All discipline notices shall be in writing and shall contain the following elements:

- (a) A statement of the incident citing the section or policy of the Employer that has been violated by the employee.
- (b) A statement of the corrective action required by the employee, time allowed to correct the action and a statement of the consequences to the employee for failure to correct the unacceptable behavior.
- (c) An indication to the employee of any previous warnings in written form concerning the violation.
- (d) A statement indicating the employee's right to respond in writing to the discipline notice if the allegations are not accurate.
- (e) Signature on a disciplinary notice is recognized only as a receipt and not as acknowledgement or admission of guilt.

**12.2.4 Disciplinary Time Limits.** The Union, on behalf of any bargaining unit employee, shall have ten (10) workdays from the date the employee receives a copy of the warning notice of a warning issued, excluding Saturdays, Sundays and holidays, within which to file a written protest to the warning notice and shall have the same time to file a protest against any suspension or discharge. In both cases, the Union's protest must be made in writing to the Employer, and such protest shall be treated as a grievance and be processed according to the procedures set forth in Article 18, Grievance Procedure.

Written warning notices shall remain in effect for a period of two (2) years from the date of issuance. Disciplinary notices, including notices of suspension or discharge, shall be considered delivered when handed to the employee or mailed to the last known address of the employee, with a copy to the Union.



### ARTICLE XIII - UNION BUSINESS

13.1 Business Agents. The Union business representative may have access to properties covered by this Agreement to discharge his/her duties as the employees' representative, providing the manager of the Employer or his/her assistant is notified in advance. In case of emergency, an emergency number will be provided for the Union to call so that arrangements can be made for the Union representative to enter the premises. The Union representative shall be allowed to interview an employee during the employee's working hours only when this cannot be accomplished during the employee's off-work hours, and as long as it does not prevent the completion of the employee's shift work. Management supervisors or forepersons shall respect the privacy of any Union meetings on the job. Where the Union seeks to enter a customer's premises, such request shall be made to the Employer, who will then make that request known to the customer. Mutually satisfactory arrangements shall be made to allow the Union representative access to the account within thirty-six (36) hours of the request. Where the customer denies permission to enter the premises, the Employer shall so notify the Union. The Union shall then be required to show, in writing, that its purpose to enter the building cannot be satisfied by any means other than entry into the building. Upon receipt of the letter from the Union, the Employer and the Union shall meet promptly to try and resolve the problem.

13.2 Shop Stewards: It is agreed that the Union may establish a job steward system with one (1) shop steward per shift at each job location of ten (10) employees or less. The Employer does not have to recognize a shop steward or the assistant steward unless the Union has notified the Employer in writing of the steward's selection. On shifts having more than ten (10) employees, the Union may appoint one (1) assistant shop steward.

13.3 Shop Stewards - Time to Investigate Complaints: Shop Stewards shall have the right to investigate complaints relating to specific term of this Agreement at their regular job location on the Employer's time, up one (1) hour and fifteen (15) minutes per week, providing such investigation does not prevent the employee from completing the regular shift work during the regular shift hours.

13.4 Shop Stewards - Assisting in Union Business: The Union may request, upon notice in advance to the Employer, shop steward to assist in other Union business provided both the Employer and the Union agree to the request.

#### ARTICLE XIV - LEAVE OF ABSENCE

14.1 As soon as an employee becomes aware that he or she is, or will become, temporarily disabled from working for any medical reason, the employee must promptly advise the Employer in writing of the reason and the anticipated commencement date and duration of the disability. The Employer will grant a medical leave of absence without pay to all such employees for the period of their disability, to a maximum of nine (9) months. However, the Employer may require periodic verification of the employee's disability that prevents them from working (including, for example, examination by a doctor designated by the Employer), and any misrepresentation of leave request or disability will be grounds for discharge. In addition, no more frequently than once in two (2) years the Employer shall grant an unpaid leave to any employee employed at least 1600 hours, who is absent from work due to court or agency proceedings related to immigration (INS) matters and who returns to work within thirty (30) calendar days. The Employer shall grant a reasonable extension of the period of absence if the request is made prior to the expiration of the originally approved leave period. The Employer may require documentation of participation in such proceedings.

14.2 A leave of absence for any other reason must be requested in writing in advance of the absence and may be granted only in the discretion of the Employer.

14.3 Any absence not expressly authorized by this Agreement or by the Employer shall be considered unauthorized. An absence is unauthorized if the employee fails to give timely written notice to the Employer or fails to comply with any conditions stated in this Agreement or in the written authorization.

14.4 An employee who is on an authorized medical leave of absence shall be required to return to work within seven (7) calendar days after the Employer receives written notice that the employee wishes to return to work.

If an employee does not comply with the conditions associated with a leave of absence, or does not return to work at the conclusion of the leave of absence, the employee will be deemed to have voluntarily quit.

14.5 By reason of leave of absence, the employee shall not forfeit any accrued rights or benefits under this Agreement, but likewise, the employee shall not accrue any rights or benefits (including seniority) during such leave except that seniority rights shall not be affected and except further as otherwise provided by law.

14.6 An employee who has worked for the Employer for more than three (3) years shall be entitled to an unpaid personal leave of absence of up to three (3) weeks, taken in conjunction with earned vacation time. Total leave time shall not exceed six (6) weeks. The employee must present the request for leave in writing to the Employer with at least ninety (90) days notice. Upon return from leave of absence, the employee shall be placed in the same job classification and same rate of pay. This type of personal leave shall not be requested more than once every three (3) years or in any year when the employee has utilized a Family Leave Act qualified leave. The Employer will recognize seniority when business necessity requires a limitation on the number of employees on leave.

14.7 Leave of Absence Defined: A leave of absence is a leave without pay

#### ARTICLE XV - GENERAL CONDITIONS

15.1 Employer Obligation to Safety: The Employer agrees to observe all standards regarding safety as applies to State and Federal Law.

15.2 Injury Preventing Employee from Completing Shift: Any employee injured while working on a job that results in his/her inability to continue his/her shift, per written doctor's report, shall be paid for the whole shift, regardless of the fact that he/she is unable to complete the shift.

15.3 Lie Detector Test: The Employer agrees not to utilize lie detector tests unless so requested by the employee.

15.4 Employee Addresses: It is the employee's responsibility to keep his/her current address listed with the Employer and to accept all company mail. All notices mailed to an employee at the last address listed with the Employer will be considered sufficient notice and will be considered as received on the fourth day following mailing.

15.5 No Strike - No Lockout: There shall be no strike, picketing, slowdown, work stoppage, sympathy strike or refusal to report to work by the Union or any employee; and there shall be no Lockout by the Employer during the term of this Agreement. These no-strike provisions shall be broadly construed to prohibit all strikes by employees, no matter the reason for the strike.

Nothing in this Agreement shall be construed as to prevent the Union from acting in conjunction with any labor organization, labor union, labor council, joint council, or central labor council; this includes, but is not limited to, organizations affiliated with the AFL-CIO or the King County Labor Council.

A Union member's refusal to pass through picket lines occurring as a result of a third party labor dispute shall not constitute grounds for his/her termination.

15.6 Subcontracting: The Employer shall not subcontract out any work covered by this Agreement as of July 1, 1985, provided, however, that the Employer, in order to meet affirmative action requirements of the customer, may contract out work to an employer who may or may not be a Union contractor who employs others to perform the work; provided further, however, that the subcontractor compensate his employees performing the work in an amount at least equal to the wages and fringe benefits (including payment of FICA taxes, workers' compensation taxes, and federal unemployment security taxes) provided by this Agreement. If the subcontractor fails to so compensate its employees, the Employer will be liable for the difference between the amount actually paid by the subcontractor and the amount required by this paragraph. Subcontracts in effect as of July 1, 1985 will remain in effect.

The parties agree, that, notwithstanding the above, other subcontracting of bargaining unit work shall be allowed, where there is a mutual agreement between the Employer and the Union, to the extent allowed by law.

15.7 Non-Discrimination: Both the Employer and the Union shall comply with all applicable laws concerning non-discrimination.

15.8 Clothing: Uniforms or special style clothing, if required by the Employer, shall be furnished and kept in repair by the Employer, and shall be cleaned by the employee. Where possible, adequate and clean facilities for the care of clothing shall be maintained by the Employer. (The Employer shall continue to launder the uniforms used at Sea-Tac Airport.)

15.9 Drug Testing: The Employer reserves the right to establish a lawful policy concerning employee use, possession, or transfer of alcohol, controlled substance, or drugs. The terms of any such policy shall be established through the labor management committee.

#### ARTICLE XVI - SEPARABILITY

16.1 Regarding Clauses of Contract That May be Disputed by Law: It is the belief of the parties hereto that all clauses and provisions of this Agreement are lawful. If, however, any portion of this Agreement is determined by a court or proper governmental agency to be in contravention of any State or Federal law, such decision shall not invalidate the entire Agreement, it being the express intention of the parties that the remainder of the Agreement shall remain in full force and effect. The parties agree to meet in conformity with the applicable law or agency referred to above. Any dispute arising under this section shall be subject to the arbitration steps of the grievance procedure.

#### ARTICLE XVII - MANAGEMENT RIGHTS

17.1 Except to the extent expressly abridged by the specific terms of the Agreement, the Employer has the inherent, traditional, and unqualified right to manage its business and to establish and modify the terms and conditions of employment. Specifically, and without limiting the generality of the foregoing, the Employer shall have and retain the right; to hire, suspend, transfer, promote, demote and discipline employees and to maintain discipline and efficiency; to lay off, terminate or otherwise relieve employees of duty; to establish and change the working schedule and assignments, and to eliminate, change or consolidate jobs; to direct the methods and processes of doing work and to

introduce new and improved work methods or equipment; to assign work to outside contractors; to determine the starting and quitting times, the number of hours to be worked, and the work week; to make and amend rules and regulations that the Employer deems necessary for the conduct of its business, and to require their observance.

*The exercise of the Employer's rights recognized herein is an exclusive function of management. The above statement of management rights is not intended to be exclusive and shall not be construed to limit or exclude any historical or normal rights of management or the Union.*

### **ARTICLE XVIII - GRIEVANCE AND ARBITRATION**

**18.1 Grievance and Arbitration Description:** Grievances are defined as disputes arising between the Employer and employees or between the Employer and the Union with respect to the interpretation or application of the terms of this Agreement; they shall be settled according to the following procedures:

**18.2 Procedures to Settle Grievances:** All grievances shall be referred in writing and shall include:

1. Facts upon which the grievance is based;
2. Reference to the section or sections of the Agreement alleged to have been violated; and
3. The remedy sought.

The time limits referred to in the grievance procedure will not be waived unless agreed to by mutual consent by the Union and Management (above supervision level). 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. The steps of this procedure to be as follows:

- a. Step 1: The employee (and Shop Steward, if requested by the employee) shall first attempt to resolve the problem with the employee's immediate supervisor within thirty (30) days of the alleged violation, except as provided above, that constitutes the grievance. The supervisor shall have seven (7) days in which to resolve the problem. All grievance settlements arrived at before Step 2 shall be non-precedent setting for all parties concerned.

- b. Step 2: If the problem is not resolved to the employee's satisfaction at Step 1, the employee (and Shop Steward or Union Business Representative, if requested by the employee) shall present the grievance in writing to the Employer within fifteen (15) days, but in no event later than fifty-two (52) calendar days from the date of the alleged violation (unless time limits are waived per Section 18.2). The Employer will reply in writing within fifteen (15) days following receipt of the grievance.
- c. Step 3: If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance shall be referred in writing within fifteen (15) days to a committee made up of two (2) designated representatives of the Employer and two (2) designated representatives of the Union who shall meet within ten (10) working days for the purpose of resolving the grievance. The Committee shall give a written response to the grieving party within seven (7) days, or the time limit in Section 18.7 begins. Employer-initiated grievances commence at Step 3 (18.2 c.).

18.3 Wage Claim Grievances: It is agreed that no wage claim may be made by the Union or by an employee on account of claimed violations of this Agreement unless the Union shall file the claim with the Employer within thirty (30) days from the date of receipt of the check that indicates such alleged violation occurred. In any event, a back pay award will not exceed one (1) year.

18.4 Grievance Due to a Workload Expansion: Notwithstanding the above procedures, the following shall be utilized should an employee have a grievance due to a workload expansion.

- (a) The employee must initiate the workload grievance within sixty (60) days of receiving the expanded workload. Probationary employees shall have fifteen (15) days beyond the probationary period to initiate a workload grievance on an expanded workload.
- (b) The employee shall state, in writing, per Section 18.2, the nature of the expanded workload grievance and forward a copy of the grievance to his/her immediate supervisor.
- (c) The supervisor will review the grievance with management who will, in turn, evaluate the expanded workload.
- (d) If the expanded workload grievance is valid, then the workload will be adjusted.

- (e) If the evaluation of the grievance by the Employer does not satisfy the employee, and the employee wishes to proceed further, the employee shall contact the Union Representative. The Union Representative, employee, and the Employer shall meet within fifteen (15) days. If the employee does not exercise this option within fifteen (15) days of receiving the Employer's response at (c) above, the grievance shall be deemed waived.
- (f) In the event the Union and the Employer are not able to resolve the alleged workload grievance within fifteen (15) days, then the Employer and the Union will prepare a list of five (5) mutually agreed upon employees, one of which will be selected to work the shift in question for a maximum of two (2) weeks in order to assess if there is a workload problem. The employee filing the workload grievance will be reassigned other work within classification during the interim period. The Employer will notify the Union and the grievant of the results in writing within seven (7) days after the completion of the two (2) week trial.
- (g) If the above procedures do not resolve the grievance, then the fifteen (15) day time limit of Section 18.7 begins with the receipt of the results notice per (f) above.
- (h) Because of many differences that exist between and within buildings, tenant layouts within buildings, and continually changing cleaning requirements of tenants and owners, solutions reached in specific workload cases shall not be used as a precedent in other cases. If the grievance goes to arbitration, the parties shall outline their positions to the arbitrator with respect to the amount of time each of them believes should be allotted to the job as expanded. The arbitrator's sole authority shall be to declare that the position of one or the other of the parties is affirmed, depending on which side he/she believes to be more satisfactorily supported by the evidence. If the arbitrator's decision is in favor of the Union, the Employer shall have the right to adjust the amount of work, with no retroactive penalty.

18.5 **Grievance – Re Waiver:** Except as otherwise provided in the Agreement, a grievance shall be deemed waived unless commenced under the applicable section of the Agreement within thirty (30) days of the time the alleged violation of this Agreement occurred.



18.6 Alleged Violation of the Specific Terms of this Agreement: Should any grievance arise under the Agreement concerning alleged violations of the specific terms of this Agreement relating to contractual wages, non-payment of mileage, vacation pay, holiday pay, health and welfare, pension contributions to the trusts designated in this Agreement, and failure to remit to the Union written authorized payroll dues deducted from the employee's payroll check for the Union, the grievance may be processed in the following manner:

- The Employer will be notified of the specific complaint, in writing, by certified mail and if the complaint is not resolved after five (5) working days, then a certified written notice by either party to the other may be made calling for a conference composed of one (1) representative of the Employer and one (1) representative of the Union to meet and attempt to resolve the issue. This does not preclude the use of such advisory personnel as either party may wish to have at this meeting.

18.7 Arbitration: If any grievance is not settled on the basis of the foregoing procedures, the grieved party must submit the issue to arbitration within fifteen (15) days or the grievance is waived. If the Employer and the Union fail to agree upon an arbitrator within fifteen (15) days, a list of nine (9) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. First and second striking will be decided by the flip of a coin. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

18.8 Observance of No Strike, No Lockout Clause: It is the intent of the parties to observe the no strike, no lockout clause and utilize the grievance and arbitration procedures defined above as the exclusive method for the settlement of grievances. Violations of this clause may be subject to a civil action in court.

18.9 Grievances Filed with Governmental Agency or Board: All parties agree to exhaust the above defined grievance procedure before filing with any government agency that has jurisdiction over the issue.

#### **ARTICLE XIX - FINAL AGREEMENT**

19.1 The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. No modification or waiver of any provision of this Agreement shall be enforceable unless it is in writing and signed by both parties.

#### **ARTICLE XX - TERM OF AGREEMENT**

This Agreement shall become effective as of 12:01 a.m. on July 1, 2003, and shall remain in full force and effect until midnight at the close of June 30, 2008. Either party may notify the other in writing at least sixty (60) days prior to July 1, 2008, of its desire to terminate the Agreement, in which case this Agreement shall terminate at midnight at the close of July 1, 2008, unless renewed or extended by mutual written agreement.

If negotiations between the parties have not been completed on the date this Agreement terminates, the Agreement shall, nevertheless, continue in full force and effect, subject to termination by either party at any time upon ten (10) days' written notice to the other party.

**FOR SEIU #6**

**FOR THE EMPLOYER**

\_\_\_\_\_/s/\_\_\_\_\_

\_\_\_\_\_/s/\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Note: /s/ denotes signatures on file

## ADDENDUM

The parties to this Agreement agree that it is in their mutual interest to promote increased unionization in the janitorial industry and, while it is preferable to bring in new clients, new accounts, and new signatory contractors under the full terms and conditions of this Collective Bargaining Agreement, the Parties recognize that there may be occasions where a phase-in financial arrangement might facilitate the signing or acquisition of new accounts, clients, or contractors.

In such cases the Parties agree that the primary goal is to maintain a commitment to the health and welfare provisions of this Agreement, but that reduced wages may be provided to any account, client, or new signatory contractor for up to one (1) year from the date of the new bid or signature. In such case, the terms of the reduced wage rates will be provided in writing by the Union, with advance notice, to each signatory Employer, and those terms may apply to any signatory contractor bidding on that same account or client portfolio.

Should the Union become signatory to a Collective Bargaining Agreement that provides reduced or delayed participation in the Health & Welfare Trust, the Master Janitorial Agreement will be amended to provide the same identical language.

**FOR THE UNION**

**FOR THE EMPLOYER**

\_\_\_\_\_/s/\_\_\_\_\_

\_\_\_\_\_/s/\_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Note: /s/ denotes signatures on file

**SEIU LOCAL 6 GRIEVANCE FORM**

Employee's Name \_\_\_\_\_

Address \_\_\_\_\_ Apt. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: Home ( ) \_\_\_\_\_ Work ( ) \_\_\_\_\_ Pager # \_\_\_\_\_ E-mail \_\_\_\_\_

Employer \_\_\_\_\_ Work Location \_\_\_\_\_ Shift \_\_\_\_\_

Job Title \_\_\_\_\_ Date of Hire \_\_\_\_\_ Rate of Pay \_\_\_\_\_

Immediate Supervisor's Name \_\_\_\_\_ Worksite Leader's Name \_\_\_\_\_

Date of Grievance \_\_\_\_\_ Date of Incident \_\_\_\_\_

**STATEMENT OF GRIEVANCE:** (BE SPECIFIC; USE BACK OF FORM OR SEPARATE SHEET OF PAPER, IF NECESSARY)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REMEDY OF GRIEVANCE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION(s) OF THE CONTRACT VIOLATED** (INCLUDING BUT NOT LIMITED TO)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date Submitted

PLEASE GIVE COMPLETED GRIEVANCE FORM TO YOUR SUPERVISOR WITH A COPY TO YOUR UEL. THANK YOU.

**Service Employees International Union AFL-CIO, Local 6**

150 Denny Way, P.O. Box 19360, Seattle WA 98109

(206) 448-7348 (toll-free 1-800-238-7348) FAX # 206-441-5120





PORTLAND  
AND  
SEATTLE  
UNITE TO WIN

HEALTH  
CARE  
SEIU LOCAL 6  
AFL-CIO  
Service Employees International Union

JUSTICE  
MARCH

JUSTICE  
MARCH

JUSTICE  
MARCH

JUSTICE  
MARCH