

# COLLECTIVE BARGAINING AGREEMENT

*between*

UA LOCAL 290



SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 49

*in effect from*

APRIL 1, 2020

— *through* —

MARCH 31, 2021

3536 SE 26TH AVE PORTLAND, OR 97202



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## **AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of April, 2020 by and between UA Local 290 and UA Local 290 Training Center hereinafter designated as the Employer and Service Employees International Union, Local 49, of Portland, Oregon, hereinafter designated as the Union, for the purpose of governing their mutual business relationship at the UA Local 290 Training Center and UA Local 290 Business Office in Tualatin, Oregon by fixing the following schedule of hours and regulations affecting the members of the organization of the Union.

### **ARTICLE I – UNION RECOGNITION**

**Section 1.1** – The Company agrees to recognize the Union as the sole and exclusive bargaining agent for the employment of all persons coming under the jurisdiction of Service Employees International Union, Local No. 49, with respect to wages, hours and working conditions as set forth above.

### **ARTICLE II – UNION SECURITY**

**Section 2.1** – It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after thirty (30) days following the beginning of such employment, become and remain members in good standing of the Union.

**Section 2.2** – Employees shall be considered probationary employees during the first sixty (60) days of employment. During the probationary period, employees may be discharged with recourse to the grievance procedure.

### **ARTICLE III – HIRING**

**Section 3.1** – In the interest of maintaining and preserving the legitimate interests of employees in the employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following:

- a) The Employer may hire persons from any source.
- b) The Employer shall be the sole judge of all applicants and retains the right to reject any applicant for employment. The Employer agrees within thirty (30) days of the date of hiring to notify the Union of the name and address of all new employees.
- c) It is the policy of the Union and the Employer not to discriminate against any employee because of race, religion, sex, age, national origin, sexual orientation or handicap as required by law.
- d) An integral part of each employee's tenure with the Employer is an understanding of the Collective Bargaining Agreement (CBA) and the role of the Union in the employment setting. As such, each new employee, as part of the Employer's initial orientation, will be required to attend a mandatory one (1) hour session

where they will receive an overview of the Union and its program. The session will be conducted by Union representatives designated by the Union. Each employee must sign that they attended and failure to attend will carry the same consequence as if s/he missed any other part of new employee orientation. The Employer and the Union agree that the Employer will be absent from the room during the union orientation. If the Employer provides the Union with less than twenty-four hours' notice of the Employer's initial orientation, or no designated union representative is able to attend the employee's initial orientation, the Employer will work with the union representative to arrange an alternate meeting time.

**Section 3.2 – Drug Testing** – The Company reserves the right to establish and enforce any lawful policy concerning employee use, possession or transfer of drugs or testing for drugs as a condition of employment. In the event there are reasonable grounds to suspect an employee is using drugs or under the influence of drugs on the job, the Company reserves the right to impose any and all discipline, including termination for refusal to submit to lawful testing.

#### ARTICLE IV – GRIEVANCE PROCEDURE

**Section 4.1 – Grievance 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.

**Section 4.2 – Procedures to Settle Grievances:** All grievances shall be referred in writing and shall include:

- a) Facts upon which the grievance is based.
- b) Reference to the section or sections of the Agreement alleged to have been violated.
- c) The remedy sought.

The time limit referred to in the grievance procedure will not be waived unless agreed to by mutual consent by Union and Management in writing and signed (above supervision level).

**Section 4.3 – Wage Claim Grievance:** It is agreed that no wage claim may be made by the Union or by an employee on account of claimed violations of the Agreement unless the Union shall file said 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, any back pay award will not exceed two (2) weeks.

#### **Section 4.4:**

**Step 1:** The employee shall first attempt to resolve the problem with the employee's immediate supervisor within five (5) working days of the alleged violation, except as

provided above, that constitutes the grievance. The supervisor shall have five (5) working days in which to resolve the problem.

**Step 2:** If the problem is not resolved to the other employee's satisfaction at Step 1, the employee (and Union Business Representative, if requested by the employee) shall present the grievance in writing to the Employer within five (5) working days. The Employer shall reply in writing within ten (10) working days following receipt of the grievance. A grievance initiated by the Union or Employer shall commence at this Step 2 by service of a written statement of the alleged contract violation upon the party alleged to have breached the contract, and a written reply shall be made within ten (10) working days of receipt of the grievance.

**Section 4.5 – 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 five (5) working days of the time the alleged violation of this Agreement occurred.

**Section 4.6 – Alleged Violation of the Specific Terms of this Agreement:** Should any grievance arise under the Agreement concerning exclusively alleged violation of the specific terms of this Agreement related to contractual wages, nonpayment of mileage, vacation pay, health and welfare, pension contributions to the trusts designated in this Agreement, the grievance may be processed in the following manner:

- a) The Employer will be notified of the specific complaint, in writing, by registered mail and if the complaint is not resolved after ten (10) working days, then a registered written notice by either party to the other may be made calling for a conference composed of 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.

## **ARTICLE V – ARBITRATION**

**Section 5.1** – If any grievance is not settled on the basis of the foregoing procedures, the aggrieved party must submit the issue to arbitration within five (5) 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. Within three (3) days from receipt of such list of arbitrators, the Union and Employer, in that order, shall select the arbitrator by alternately striking a name from the list until one (1) name remains as the chosen arbitrator. 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 the 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. The parties shall share the arbitrator's fees fifty-fifty.

**Section 5.2 – 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. A violation of this clause shall allow the other party to obtain injunctive relief and damages in court.

**Section 5.3 – Grievances filed with Governmental Agency or Board:** All parties agree to exhaust the above defined grievance procedure before filing with any governmental agency which has jurisdiction over the issue.

## ARTICLE VI – HOLIDAYS

**Section 6.1** – The following shall be recognized as legal holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Veteran’s Day, Thanksgiving Day, the Day After Thanksgiving, Christmas Eve, Christmas Day and Employee’s Birthday (can be used any time). Holidays falling on Sunday shall be observed on Monday; holidays falling on Saturday shall be observed on Friday.

**Section 6.2** – All regular employees shall receive pay for the above holidays not worked by them, based on the hours of work usually performed by them and upon their classification rate. All employees must work the day before and the day after a holiday to receive holiday pay. In case of illness, reasonable proof may be required. Regular employee is an employee who works five (5) consecutive days per week and has worked by the Employer for a period of ninety (90) days (three calendar months), or more and have worked at least three-hundred-sixty (36) hours.

In addition thereto, employees working on holidays shall be paid at the rate of double time for time worked by them.

Employees laid off by the Employer five (5) days before a holiday, or the day after a holiday, through no fault of their own, shall be entitled to holiday pay based upon the hours usually performed by them.

## ARTICLE VII – VACATIONS

**Section 7.1** – All employees who have been continuously in the employment of the Employer shall receive vacation according to the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
One (1) year	Ten (10) days
Six (6) years	Fifteen (15) days
Thirteen (13) years	Twenty (20) days

**Section 7.2** – Vacations with pay shall be computed on the average hours of work and the average rate of pay for the time the vacation is earned. No vacation shall be accrued until an employee has worked for the Employer for six months, then his vacation shall accrue from the date of hiring. Employees who are terminated any time after six (6) months service shall have prorated vacation with pay, effective to the date of employment, except employees who have not

turned in their identification cards or have been terminated for any of the reasons under Article XX, Section 17.4.

**Section 7.3** – Employees who quit prior to six (6) months service will not receive prorated vacation pay. An employee who quits after the first six (6) months of employment without giving the Employer two (2) weeks’ notice will forfeit prorated vacation pay.

**Section 7.4 – Holiday During Vacation** – If a holiday falls within an employee’s vacation, an additional day’s pay or an additional day of vacation will be granted.

## **ARTICLE VIII – HOURS OF WORK**

**Section 8.1** – For all employees, eight (8) hours shall constitute a day’s work and forty (40) hours shall constitute a week’s work. All work in excess of eight (8) hours per day and forty (40) hours per week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½).

## **ARTICLE IX – HEALTH, WELFARE, LIFE INSURANCE**

**Section 9.1** – The Employer agrees to maintain the level of benefits provided to the employees under the Local 290 Trust for medical and dental insurance.

**Section 9.2** – The employee shall have coverage under a health maintenance organization plan or an insured plan.

**Section 9.3** – Life insurance is provided with the Local 290 Plan.

**Section 9.4** – An employee to be eligible for coverage under the medical/hospital program, must have worked ninety (90) days for the Employer with eligibility based upon the employee having worked eighty (80) hours in the previous month for coverage in the following month.

**Section 9.5** – Employee’s Health and Welfare shall remain in effect for thirty (30) days after termination.

**Section 9.6** – Disability benefits – detailed in Appendix A.

## **ARTICLE X – PENSION**

**Section 10.1** – The Employer shall pay into the SEIU National Industry Pension Fund (NIPF) the amounts listed below for every compensable hour worked, including overtime for every year of the contract.

4/01/20          \$4.00

### **Section 10.2 – Rehabilitation Plan**

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

## ARTICLE XI – TRUST AGREEMENT COMPLIANCE

**Section 11.1** – The Employer furthermore agrees to comply with the National Industry Pension Fund to provide the established benefits, which Trust Agreement by reference be made a part of this Labor Agreement.

Each Employer shall receive a copy of the current Trust Agreement and a copy of any changes by the Trustees.

**Section 11.2** – The Employer agrees to abide by such rules as may be established by the Trustees of said Trusts Fund, such rules may include an obligation on the part of any delinquent Employer to pay reasonable attorney fees and all other reasonable court costs incurred by the Trustees in the collection of delinquent payments for medical/hospital, dental, life insurance and welfare and pension contributions.

**Section 11.3** – The Employer furthermore agrees to act in good faith in the establishment of eligibility of employees for these benefits.

## ARTICLE XII – INDUSTRIAL INSURANCE

**Section 12.1** – The Employer shall furnish State Industrial Accident Insurance, or its equivalent, and the premium shall be paid for by the Employer. Each Employer shall furnish the Union with a certificate or letter of proof that this coverage is in effect and agrees to notify the Union immediately in case of cancellations or modification of said insurance.

## ARTICLE XIII – UNION CONDITIONS

**Section 13.1** – It shall not be a violation of this nor grounds for discipline, discharge, for persons covered hereunder to refuse to cross a primary picket line of Local 49. Local 49 will not picket any job in sympathy with a strike originating outside the location covered by this Agreement.

**Section 13.2** – No employee covered under this Agreement will be allowed to contract work on his own (side jobs) or hold any other employment, regardless of whether he receives any remuneration of not, without the knowledge and consent of his Employer and the Union. Any violation on the part of the employee shall result in immediate termination without recourse to the grievance procedure.

**Section 13.3** – No employee shall be required to furnish any equipment to perform his duties.

**Section 13.4** – The Employer shall employ members of the Union on an hourly basis.

**Section 13.5** – It is agreed that where a person is either suspended or expelled from the Union, the Employer agrees to terminate such person within forty-eight (48) hours of said notice from the Union, provided that such request for suspension is in conformity with the text of the Labor Management Relations Act, 1974, as amended.

**Section 13.6** – The employee shall not be liable for an accidental breakage of equipment or customer's property, except in cases of employee's carelessness.



## ARTICLE XIV – GENERAL RULES CONCERNING WORKING CONDITIONS

**Section 14.1** – It is agreed that the Union may establish Job Stewards where needed. The Employer agrees not to discriminate against Job Stewards.

**Section 14.2** – It is agreed that a representative of the Union shall be allowed to interview employees during working hours provided the interview is not of such length as to affect performance of the employee's duties. Where an employee is working behind locked doors, advance arrangement must be made with the Employer before such interview is held. Additionally, the Union may, on an annual basis, hold a mandatory one-hour session on work-time to familiarize bargaining unit employees with the terms of this Agreement and Union matters.

**Section 14.3 – Rest Periods:** - Employees are entitled to one (1) fifteen (15) minute rest period with pay each four (4) hours of work or major portion thereof.

**Section 14.4** – Nothing in this Agreement shall reduce any present remuneration, working condition or established privileges, effective after this Agreement is signed.

**Section 14.5** – It is the intent of all parties to this Agreement that the employee will furnish a full, fair day's work for a day's pay.

**Section 14.6 – Subcontracting** – No Employer or Union member shall subcontract, contract out, or enter into any contract or arrangement with any person or business entity, including independent contractors, whereby that person or entity performs services covered in this Agreement unless the subcontractor, person or business entity complies with the economic terms of this contract or its economic equivalent. In the event this clause is violated, the Employer or Union member may be ordered to terminate the subcontract or arrangement with the person or business entity performing the services.

It is the intent of the parties to protect all work, which is traditionally performed by bargaining unit employees in the areas covered by this Agreement. The parties recognize that the compensation of persons performing bargaining unit work includes workers' compensation benefits, unemployment benefits, and other governmental benefits connected with employment. The Employer or Union member covered in this section shall pay all taxes and other contributions required to maintain benefits for themselves and all employees performing work at any location where the Employer or Union member has a contract or arrangement to perform services covered by this Agreement.

**Section 14.7 – Contracting** – The parties hereto shall not attempt to engage in or contract for any work covered by this Agreement through the use or device of any other business, including but not limited to, a sole proprietorship, partnership, joint venture, corporation or any other type of an association for the purposes of lowering wages or working conditions or for evading fringe benefit payments in the area covered by this Agreement. If the parties hereto are not satisfied they may resort to all legal means to compel compliance or remedy and take economic action, including but not limited to, cancellation of this Agreement, notwithstanding any other provision of this Agreement. In the event the parties hereto must resort to legal actions and it is determined this section is being violated, then the party or parties in violation shall pay all costs

including all actual discovery costs (other than Union employees) limited to a maximum of Three Hundred Dollars (\$300.00) in addition to attorney fees set by the court.

**Section 14.8** - Inclement weather: If the Employer instructs employees to leave work early or to report to work late due to inclement weather, power outages or other acts of God, the employee will be compensated a minimum of two (2) hours straight time pay with benefits or actual hours worked, whichever is greater. In such cases, the employee may use available vacation or holiday time to cover additional hours lost.

## **ARTICLE XV – EMPLOYER RIGHTS/DISCIPLINE DISCHARGE**

**Section 15.1** – The Employer will use progressive discipline in all cases with the exception of just cause. Progressive discipline will consist of a verbal warning, written warning, and then termination. All records of warning and support documentation will be removed from the employee’s personnel file twenty-four (24) months from the date of issuance, if the problem has been resolved.

Copies of all written memorandums will be available to the Union. In cases of termination following such warning, information in the employee’s personnel file will be made available to the authorized Union Representative upon request.

## **ARTICLE XVI – LEAVES OF ABSENCE**

For the period indicated in each instance, leaves of absence shall be granted to an employee on the active payroll after one (1) year of continuous service.

**Section 16.1** – In the case of accident or illness, or the period of time his injury or illness requires that he be absent from work not to exceed twelve (12) months.

**Section 16.2** – In pregnancy cases upon request of the employee or at such time as leave shall be mandatory under any applicable law, the Company will be notified immediately upon confirmation that a pregnancy exists, not to exceed six (6) months or upon release of doctor.

**Section 16.3** – For the period of time necessary to honorably serve in the Armed Forces of the United States.

**Section 16.4** – After six (6) months of employment, the Company may grant leaves of absence for other reason that the Company considers valid, for up to thirty (30) days, not to be taken more than once every two (2) years.

**Section 16.5** – Requests for leaves of absence must be made in writing and agreed to by the Company.

**Section 16.6** – In cases of leave for accident or illness, an employee must submit his request for a leave of absence in writing within two (2) weeks from the day he was off the job, or released from the hospital. The Employer may require reasonable proof sufficient to verify the employee’s disability, or as the case may be, the employee’s ability to return to work and may at the Employer’s request have the employee examined by the Employer’s physician. Upon

notification of the Employer of completion of a leave of absence, the employee shall be restored within thirty (30) days of his regular job or equivalent.

**Section 16.7** – By reason of a leave of absence the employee shall not forfeit any accrued rights under this Agreement, but likewise he shall not accrue any rights during such leave, except as provided by law.

## **ARTICLE XVII – WAGES**

### **Section 17.1**

	<b>1<sup>st</sup> Year</b>
	<b>4/1/20</b>
<b>Journeyman</b>	\$24.03
<b>Lead Men</b>	\$25.63

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

Job Description of Utility Person: Employee performing the following work shall be classified at Utility Person and paid accordingly: Moving or rearranging office furniture, performing casual carpentry, cleaning or washing, drying and rehanging of Venetian blinds; cleaning or washing of fluorescent light fixtures; the set-up and operation of audio, visual and electronic equipment; minor touch-up painting of office and/or furniture.

**Section 17.2** – The Employer shall furnish all necessary tools and equipment in good condition to perform the operations of the trade. The employee shall be responsible for all tools and equipment during working hours. Loss or damage due to negligence could result in the employee being required to pay for damage or replacement.

**Section 17.3** – The Employer will identify on the check stub the withholdings, the straight-time hourly rate, the overtime hourly rate, and the vacation, sick and holiday hours available to the employee. If the Employer is unable to provide the vacation, sick and holiday hours available to the employee on the employee's paycheck, the Employer will provide the employee with a report of such hours on a monthly basis.

**Section 17.4** – All travel time shall be paid for by the Employer when the Employer an employee working under this Agreement is required by the Employer to stay overnight. Meals and motel accommodations will be paid for by the Employer.

## **ARTICLE XVIII – FEDERAL AND STATE LAWS**

**Section 18.1** – It is the belief of the parties hereto that all clauses and provisions of this Agreement are lawful. If, however, any portion of this Agreement is determined legislation or court decision to be in contravention to any state or federal law, the parties agree that the remainder of this contract shall continue in full force and effect, and to immediately jointly revise any portion which is determined invalid to conform with state and federal laws. In such case, both parties agree to construe any provision held to be contrary to the law as closely to its bargained-for purpose as is permissible by law and to agree on a revised provision that as closely as legally possible mirrors the purpose of such invalidated provision.

## **ARTICLE XIX- CHECKOFF OF DUES AND INITIATIONS**

### **Section 19.1**

- a) The Union will supply the Employer with payroll deduction authorization cards for the payroll deduction of Union initiation fees and dues as specified by the Secretary-Treasurer of the Union.
- b) Each new employee within thirty (30) days may execute such a card authorizing the Employer to make such deductions as is appropriate from his pay.
- c) Monies so deducted shall be transmitted to the office of the Union on or before the fifteenth (15<sup>th</sup>) day of each month. Accompanied shall be a list of the employees and the amount deducted.
- d) Union shall refund any monies to any probationary employee if they were terminated before thirty (30) days of employment.
- e) Employees electing to contribute to the Committee on Political Education (COPE) shall be provided a separate authorization for this deduction.

**Section 19.2 – Electronic signatures:** The parties agree that the term “authorization” as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for deductions from wages or payments for remittance to COPE funds, subject to the requirements of state and federal law. The Employer will accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “written authorization” for the purposes of this Agreement.

## **ARTICLE XX – SENIORITY**

**Section 20.1** – Merit and ability being equal, seniority shall prevail on the anniversary date of employment or at the location of employment, whichever is longer, for all employees covered by this Agreement.

**Section 20.2** – Seniority shall apply to the regular shifts, vacations, layoffs, reduction of staff or reduction of hours, and to all promotional opportunity to a higher classification.

**Section 20.3** – After six (6) months employment, an employee on layoff shall continue to accrue his or her seniority and all concomitant benefits for a period of sixty (60) days.

**Section 20.4 – No Strike, No Lockout:** The Union agrees that during the life of this Agreement and during any period of arbitration or negotiations, there shall be no strikes, boycotts, or other stoppages of work. The Employer agrees that during the life of this Agreement and during any period of arbitration or negotiations, there shall be no lockouts of employees.

#### ARTICLE XXI – FUNERAL LEAVE

**Section 21.1** – Seniority employees (those who have passed their probationary period) shall be entitled to funeral leave of up to five (5) scheduled working days to make arrangements for the services in the event there is a death in the immediate family, defined as mother, father, spouse and children.

#### ARTICLE XXII – SICK DAYS

**Section 22.1 – Rate of Accrual:** Employees who are unable to appear at work because of illness will be entitled to sick leave in accordance with the below schedule without deduction in pay. One sick day is equivalent to eight (8) hours of work at the applicable straight-time rate of pay.

Date of Award	January 1st	April 1st
Number of Days Awarded	5	7
Total days per calendar year	12	

**Section 22.2 – Use:** Such sick leave may be used for an employee’s own illness or injury, for dependent care covered by all applicable family leave laws, and for all other types of leave where use of earned sick leave is foreseen under Oregon or federal law (domestic violence, stalking, etc.).

**Section 22.3 – Maximum Accumulation:** Employees will be allowed to accumulate sick leave from year to year with a maximum of forty-five (45) days.

**Section 22.4 – Cash-out upon Retirement:** Employees will be permitted to cash-out any unused sick leave at the rate of twenty-two and a half percent (22.5%) to a maximum of ten (10) days.

**Section 22.5 – New Hires:** New employees will receive sick leave pro-rated at the rate of one day per month at the time of their hire through either January 1 or April 1, whichever comes first. Upon reaching January 1 or April 1, the new employee will receive sick days in accordance with the schedule set forth in Section 22.1.

**ARTICLE XXII – DURATION OF AGREEMENT**

**Section 22.1** – This Agreement shall be in full force and effect for the period of April 1, 2020, and thereafter from year to year. **This Agreement may be fully opened no more than ninety (90) days and no fewer than sixty (60) days prior to March 31, 2021.**

**Section 22.2** – In the event that neither party hereto notifies the other party in the above manner they desire to open this Agreement for modification, all terms herein shall remain in full force and effect from year to year thereafter.

FOR THE EMPLOYER:

Lou Christian  
Business Manager  
UA Local 290

Joe Neely  
Assistant Business Manager  
UA Local 290

Dominic De Piero  
Director of Training  
UA Local 290 JATC

FOR THE UNION:

Meg Niemi  
President  
SEIU Local 49

Guillermo Lopez  
Bargaining Team Member  
SEIU Local 49

Stephen Romero  
Bargaining Team Member  
SEIU Local 49

Anna Roberts  
Field Organizer  
SEIU Local 49