

K# 7906

CONTRACT CLEANERS
PROPOSED 4 YEAR CONTRACT



DAN KLINGENSMITH
President

Holidays:

Part-time Employees: Add birthday after 3 years of service

Vacation:

Part-time Employees:

1 week after 4 years (was 1 week after 5 years)

2 week after 8 years (was 2 weeks after 10 years)

Full-Time:

5 weeks after 20 years (was after 24 years)

Sick Day:

Full-time: One sick day each year for Full-Time employees after 5 years of service, non-accumulative.

Funeral Leave:

Both Full-Time and Part-Time

5 days for spouse, child, parent

4 days for current mother/father-in-law, brother, and sister.

3 days for grandparent, grandchild, current brother/sister-in-law

Layoffs:

2 weeks notice or paid for time not allowed to work.

Probationary Period:

Extended to 2 months. (Was 1 month, with extension of 1 month)

Company Property:

Change \$100.00 to \$250.00

Medical Disability:

Present	\$200.00 per week
2/01/03	\$225.00 per week
1/01/04	\$250.00 per week
1/01/05	\$275.00 per week
1/01/06	\$300.00 per week

Health Insurance:

Company Contribution

Present	\$165.00 per month
2/01/03	\$180.00 per month
1/01/04	\$200.00 per month
1/01/05	\$215.00 per month
1/01/06	\$230.00 per month (Employee contribution to be pre-tax dollars)

SERVICE EMPLOYEES
INTERNATIONAL UNION
AFL-CIO, CLC

312 Central Avenue, Suite 356
Minneapolis, MN 55414
612.331.8336
Fax: 612.331.8347

2 - pages

Building Staffing Requirements:

All building or office parks in excess of 250,000 square feet shall be staffed at no less than 80% full time cleaners, by January 1, 2005.

Minneapolis-Saint Paul Rates

General	Full Time	Full Time Repair	Part-time
Present	\$10.07	\$10.27	\$8.50
	<u>.40 (3.97%)</u>	<u>.40 (3.89%)</u>	<u>.30 (3.52%)</u>
Feb. 1/03	\$10.47	\$10.67	\$8.80
Jan. 1/04	<u>.40 (3.82%)</u>	<u>.40 (3.74%)</u>	<u>.30 (3.40%)</u>
	\$10.87	\$11.07	\$9.10
Jan. 1/05	<u>.40 (3.67%)</u>	<u>.40 (3.61%)</u>	<u>.30 (3.29%)</u>
	\$11.27	\$11.47	\$9.40
Jan. 1/06	<u>.50 (4.43%)</u>	<u>.50 (4.35%)</u>	<u>.35 (3.72%)</u>
	\$11.77	\$11.95	\$9.75

SUBURBAN WAGE RATE

	<u>Full-Time</u>	<u>Part-Time</u>
Present	\$ 9.76	\$8.25
	<u>.50 (5.12%)</u>	<u>.40 (4.84%)</u>
Feb. 1/03	\$10.26	\$8.65
Jan. 1/04	<u>.50 (4.87%)</u>	<u>.40 (4.62%)</u>
	\$10.76	\$9.05
Jan. 1/05	<u>.51 (4.73%)</u>	<u>.35 (3.86%)</u>
	\$11.27	\$9.40
Jan. 1/06	<u>.50 (4.43%)</u>	<u>.35 (3.72%)</u>
	\$11.77	\$9.75

Note: This is an across the board increase. However, the suburban hourly rate will not exceed the downtown corporate rate.

12# 7906

COLLECTIVE BARGAINING AGREEMENT ^{3500 Employees}

By and between
MINNEAPOLIS-ST. PAUL SERVICE CONTRACT
CLEANERS ASSOCIATION
and
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 26, AFL-CIO

Term of Agreement

February 1, 2003

To

December 31, 2006



30 pages

LIST OF COMPANIES WHO ARE SIGNATORY TO THIS AGREEMENT:

1. Amco Service Corporation
2. American Building Maintenance
3. Aramark
4. Best Way Building Maintenance
5. Contract Cleaning Inc
6. FBG Service Corp.
7. Jensen's Cleaning Service
8. Lindner's Cleaning Service
9. Managed Services
10. Marsden Building Maintenance
11. Mid-City Cleaning
12. OneSource
13. Paul's Janitorial Service
14. Petersen Commercial Cleaning, Inc.
15. R & D Consulting Group, Inc.
16. SCC Cleaning
17. Triangle Maintenance
18. Unicco Facility Service

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AGREEMENT

This Agreement is made and entered into as of the 1st day of February 1, 2003 by

and between the companies comprising the Minneapolis-St. Paul Contract Cleaners Association, the names of which are listed at Appendix I, (hereinafter individually called the "Company") and the Service Employees International Union Local 26, AFL-CIO, (hereinafter called the "Union").

WITNESSETH

WHEREAS, the employees of the Company have elected to bargain collectively with their respective employers, and for said purpose a majority of same have affiliated themselves as members of the Service Employees Union Local 26, an affiliate of the AFL-CIO and have chosen said Union to bargain collectively in their behalf for wages, hours of employment and working conditions.

ARTICLE 1

TERRITORIAL JURISDICTION

- 1.1 This Agreement shall be effective within the territorial jurisdiction of the Union within the seven (7) county Metropolitan Area.

ARTICLE 2

RECOGNITION

- 2.1 The Company recognizes the Union as the exclusive bargaining agent for its employees engaged in the contract cleaning industry, wherever employed in the covered territory, performing janitorial services, including all janitors, porters, cleaners, if not previously covered by agreements with other Unions, and expressly agreed to by the Company, but exclusive of:
- (a) All executive, salaried supervisors, sales employees, clerical employees and shop employees of contract cleaners.
 - (b) Hourly Paid Supervisors, Foremen. An "hourly paid supervisor" or "foreman" is defined as an employee with the authority to hire, discharge,

discipline or otherwise effect changes of the status of employees on a job.

Whenever the word "Company" is used in this Agreement, it shall apply only individually to the companies covered by this Agreement, i.e. those listed at Appendix 1, and not to any of those excluded; and none of the provisions of this Agreement shall apply to the excluded employees.

ARTICLE 3 UNION MEMBERSHIP

3.1 Union Shop: The Company agrees that all employees presently employed and all new employees shall, as a condition of employment, join the Union within thirty (30) days after the effective date of this Agreement and shall continue their membership during the life of this Agreement.

3.2 Dues Check-Off:

(a) Dues Withholding: The Company agrees to withhold from the wages of each employee working over twenty-four (24) hours in any calendar month, and pay to the Union, all initiation fees and dues required by the Union. The Company will deduct such dues and initiation fees on the first pay period of each month and immediately forward the amount with a list of employees' names and the addresses and deductions of each to the Union. The Union will notify the Company in advance of any changes in dues or initiation fees, in writing. The Union agrees to indemnify and save harmless the Company from any and all liabilities it may suffer as a result of agreeing to be bound by Article 3, including court costs and reasonable attorneys' fees.

(b) Liquidated Damages: The Company agrees that all Union dues and initiation fees deducted from the employee's wages will be considered past due if not received by the Union on or before the fifteenth (15th) day of the month following said deductions. If such dues and initiation fees are not received by the Union within sixty (60) days of the past due date, the Company shall pay to the Union liquidated damages amounting to twenty per cent (20%) of the total dues and initiation fee amounts that have not been received by the Union in a timely manner. In addition to the twenty per cent (20%) liquidated damage amount noted herein, the Company agrees to pay to the Union simple interest at the rate of ten per cent (10%) on all unpaid dues and initiation fees, court costs and reasonable attorneys' fees incurred by the Union in collecting said dues and initiation fees.

3.3 COPE CHECK-OFF:

The employer agrees to make payroll deductions for each employee who has authorized such deduction in writing in the amounts and at the times stated in the authorization into the Unions Committee on Political Education Fund. The

employer agrees to remit the amount deducted to the Union within seven (7) days after the deductions are made by the employer. The employer shall retain ½ of 1% of the amount deducted as the reimbursement to the Employer.

- 3.4 Probationary Employees: All employees hired either prior to or after the effective date of this Agreement shall not be considered regular employees of the company until after a probationary period of sixty (60) days. During the probationary period, the employees will be represented by the Union, but will not be covered by any of the terms and conditions of this Agreement and may be discharged with or without cause and without recourse to the grievance procedure of this Agreement.
- 3.5 Union Obligation: The Union will provide all new members with a copy of the wage rates within thirty (30) days of their application to the Union.

ARTICLE 4
NON-DISCRIMINATION

- 4.1 Non-Discrimination Principle: There shall be no discrimination against any present or future employees by reason of race, creed, color, age, religion, national origin, sex, disability, veteran status, marital status or Union membership.
- 4.2 Subsequent Proceedings: The negotiations which culminated in this Agreement were an equal effort by both the Company and the union with equal responsibility for the results. Therefore, in the event the Company is charged or sued because of an alleged equal employment violation arising out of these terms and conditions of this Agreement, on the basis of race, creed, color, age, religion, sex or national origin (under state, federal or local laws or regulations), the Union shall be immediately joined as a party to such charge or suit and the Union agrees to defend the Company's position and bear equally all responsibility and costs that may result from such proceedings.

ARTICLE 5
PICKETS LINES

- 5.1 The Company shall not require any employee to go through a picket line of a striking Union. However, the Union agrees that in the event the Company becomes involved in a controversy with another Union, the Union will do all in its power to help effect a fair settlement.

ARTICLE 6

PHYSICAL REQUIREMENTS

- 6.1 **Physical Examination:** In any case where there is a question as to the employee's ability to carry on or do the work, the Company shall have the right to require a physical examination, and if such employee is found to be physically unfit to perform his or her duties, the employment relationship may be terminated. The Company shall also have the right to require a physical examination of all new employees. The Company shall pay the expense of such examination.
- 6.2 **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.
- 6.3 **Security and Background:** The Company reserves the right to conduct necessary personal background investigations where and whenever the placement of the employee involves sensitive work environment. Fingerprinting may also be required. Any refusal to supply or authorize access to information or lack of cooperation on the part of the employee in the course of such investigation may result in termination of employment.

ARTICLE 7 JOB CLASSIFICATIONS

For the purpose of this Agreement the following classifications will be applicable:

- 7.1 **Full-Time General Cleaners:** Regularly scheduled employees of over thirty (30) hours per week who perform cleaning duties in buildings such as, but not limited to, remove and dispose of trash, waste and other refuse, wet and damp mop floors, sweep, dust mop floors, dust furniture and other office equipment, operate power cleaning tools, such as floor buffers, commercial vacuums, clean washrooms, vacuum carpets, plus other related duties, as assigned by supervisor.
- 7.2 **Part-Time General Cleaners:** Regularly scheduled employees who work 30 hours or less per week.

7.3 **Repair Person/Specialty Crew:** These employees' duties shall include general handyman duties such as, but not limited to, minor repairs to restroom fixtures; installing, repairing or re-hanging dispensers; minor repairs to doors, windows or furniture; ladder work, snow removal, carpet cleaning, striping & waxing, cleaning of interior glass, or similar duties of a project crew, duties may also include general cleaning duties as described in Article 7.1.

7.4 **Benefits of Part-Time Employees:** Part-time employees shall be entitled to the following benefits:

- Paid holidays as defined in Article 10.
- Paid vacation as defined in Article 11.
- Paid funeral leave as defined in Article 19.

Part-time employees shall not be entitled to hospitalization benefits defined in Article 15.

7.5 **Window Cleaning:** Employee's who are assigned to clean perimeter windows for one (1) hour or more in duration will be paid at the prevailing journeyman rate of pay. Window cleaning pay will not apply to first floor windows, entryway glass or other interior glass.

ARTICLE 8 WAGES

8.1 **Wages:** Wages during the term of this Agreement shall be paid, as set forth in Appendix II, Appendix III and Appendix IV attached hereto and made a part of this Agreement. The wage schedule in Appendix II shall cover the corporate limits of Minneapolis, Minnesota and the corporate limits of St. Paul, Minnesota. Appendix III shall cover the suburban areas of the seven (7) county Metropolitan Area. Appendix IV shall cover the Protected employees working in the buildings that were previously covered under BOMA Agreements or Appendix IV of contract cleaners Agreement.

ARTICLE 9 OVERTIME

9.1 Overtime: Overtime shall be paid at the rate of time and one-half the employee's regular hourly rate to all employees covered by this Agreement for all hours actually worked in any week in excess of forty (40) hours.

ARTICLE 10
HOLIDAYS

10.1 *Celebrated Holidays:*

(a) The following holidays, when not worked will be paid at the straight time rate. All work performed on the following mentioned days will be paid for at the additional straight time rate, provided that the employees concerned work on the day before and the day after the holiday and that employees who received written consent of the Company to be absent on either the day before or the day after the holiday shall not forfeit their holiday pay.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The above holidays will be paid to both part-time & full-time employees. However, part-time employees must have 9 months of continuous service to be eligible for this pay

(b) *Birthdays:* In addition to the holidays specified in 10.1 (a), covered full-time employees shall also receive, as a paid holiday, any day of the week in which an employees' birthday falls, which day shall be determined by mutual agreement between the employee and the Company. Part-time employees who have 3 years of continuous service shall also receive their birthday as a paid holiday.

(c) *Christmas Eve:* for employees normally scheduled to work forty (40) hours per week. If Christmas Eve falls on a regular work day, such employees shall be required to work only five (5) hours, but shall be paid for eight (8) hours. The actual hours of work for that day shall be consistent with the requirements of the individual building and tenants.

ARTICLE 11
VACATIONS

11.1 *Vacation Entitlements:* As of January 1st of any calendar year, each full-time employee employed at the time shall be entitled to have and shall receive

vacation with pay in accordance with the schedule set forth in 11.2 provided he/she has worked at least 90% of his/her scheduled hours during the year ending December 31st of the vacation year. If under 90% then his/her vacation will be prorated (except for approved medical leave of absence or disability).

11.2 Length of Vacation and Vacation Pay Formula: All vacation is based on continuous employment. Vacation is calculated (and accrued) on a calendar year.

- a. New employees will receive a prorated vacation in order to adjust their vacations to a calendar year. Any new employees who are on the payroll on the 1st day of January and have been employed for 1 year of continuous service shall receive the following vacation entitlement on their 1st anniversary date. See the following schedule.

STARTING DATE	VACATION ENTITLEMENT AFTER ANNIERSARY DATE
January 2 through March 31	5 days
April 1 through July 31	4 days
August 1 through October 30	3 days
November 1 through December 31	0 days

Example: Person employed July 2, 1998: On July 2, 1999, this person would be eligible for four (4) days vacation between July 2nd and December 31, 1999.

- b. Two Years Continuous Service: Any employees who are on the payroll of the Company on the first day of January and have been employed for two (2) consecutive Januarys, shall receive two (2) weeks of vacation with vacation pay. Example: Person employed July 2, 1998 would be eligible for 10 days of vacation on January 1, 2000.
- c. Seven Years Continuous Service: any employees who are on the payroll of the Company on the first day of January and have been employed for seven (7) calendar years of continuous service shall receive three (3) weeks of vacation with vacation pay. Example: Person employed July 2, 1998 would be eligible for 15 days of vacation on January 1, 2006.
- d. Eleven Years Continuous Service: Any employees who are on the payroll of the Company on the first day of January and have been employed for eleven (11) calendar years of continuous service, shall receive four (4) weeks of vacation with vacation pay. Example: Person employed July 2, 1998 would be eligible for 20 days of vacation on January 1, 2010.

- e. **Twenty Years Continuous Service:** Any Employees who are on the payroll of the Company on the first day of January and have been employed for twenty (20) calendar years of continuous service, shall receive five (5) weeks of vacation with vacation pay. Example: Person employed July 2, 1998 would be eligible for 25 days of vacation on January 1, 2023.
- 11.3 **Vacation Period:** The vacation period may be between January 1st and December 31st of each year. However, vacation taken before May 1st or after September 30th of any year may be taken only consistent with the reasonable demands of the business. All vacations shall be taken consistent with seniority.
- 11.4 **Holidays Falling During Vacation Period:** Employees who are allotted a vacation during a week in which a holiday falls, shall be given an extra day off or the equivalent in pay at the discretion of the Employer.
- 11.5 **Vacation for Terminated Employees:** Employees who voluntarily terminate without notice or are dismissed for cause shall not be eligible for a prorated vacation. If a person quits with at least a one (1) week written notice they will be paid a prorated vacation. The Company agrees not to terminate the employee, without cause, to the end of their notice and agrees to pay the employee to the end of his/her notice if terminated without cause.
- 11.6 **Vacation For Part Time Employees:**
One (1) week paid vacation after four (4) years of service.
Two (2) weeks paid vacation after eight (8) years of service.

ARTICLE 12 CONTRACTING NEW ESTABLISHMENTS

- 12.1 **Entitlement to Undertake New Contracts:** It is understood that any Union contractor is entitled to negotiate a contract with any potential customer who might have a Union agreement of his/her own employees who are covered by an Agreement with the Union.
- 12.2 **Obligations to Union Members on New Contracts:** The contractor taking over the contract shall have no obligations to the personnel of any contractor. However, the contractor shall have the obligation to the Union member employed by the customer or all previously "protected" employees who were formerly employed by the customer or contractor (see Appendix IV) to provide employment in the same or any other building with no reduction of pay or other benefits.

ARTICLE 13
OTHER AGREEMENTS

- 13.1 "Most Favored Nation" Clause: No agreement shall be made by the Union with other employers in this industry which contains any terms more favorable to any employer than the terms in this Agreement, including Territorial Jurisdiction. The Union agrees to inform the Companies signatory to this Agreement upon the signing of this Agreement by any new signatory.
- 13.2 Building Staffing Requirements: All Buildings or Office Parks in excess of 250,000 square feet as recorded in the BOMA's Standard of Measurements and The Building Rent Rolls, shall be staffed at no less than 80% full time cleaners, by December 31, 2005. (As defined in Appendix V).

ARTICLE 14
GOVERNMENT CONTRACTS

- 14.1 Execution of Government Contracts: Notwithstanding any other provisions of this Agreement, the wage rates, benefits and conditions of employment for services performed pursuant to contracts with any agency, department or division of the United States Government or for services performed in any premises leased and rented by any such agency, department or division shall be the wage rates, benefits and conditions of employment established by the Secretary of Labor. Said rates; benefits and conditions of employment shall apply only to the premises stated in this Article.

ARTICLE 15
HOSPITALIZATION

- 15.1 Health Care Benefits: the company agrees to provide a major medical insurance program for all full-time employees at the level of benefits the employer is currently providing. The Company's contribution for health care benefits will be \$180.00 per month on 2/1/03; \$200.00 per month on 1/1/04; \$215.00 per month on 1/1/05; and \$230.00 on 1/1/06. The Company also agrees that contributions will be based on pre tax dollars.
- (a) Disability benefits of \$225.00 per week effective 2/1/03 for full-time employees for a maximum of twelve (12) weeks per illness (non-work related). Benefits will take effect on the third day of total disability due to accident and beginning with the fifth day of disability due to sickness or the

first day of hospitalization whichever comes earliest. Future disability benefits are as follows: Effective 1/1/04 \$250.00 per week, Effective 1/1/05 \$275.00 per week, and effective 1/1/06 \$300.00 per week.

- (b) Employees whose insurance has been canceled for any reason and who return to active service with immediate prior employer within one month (1) of the date of cancellation of insurance will again be eligible for insurance starting the first of the month after commencement of active continuous full-time employment.

15.2 Applicability of Health Care Benefits: The benefits described herein are applicable to employees as follows:

- (a) Full-time Employees: The first day of the first calendar month following completion of six (6) months of full-time employment.
- (b) Employees whose insurance has been canceled for any reason and who return to active service with immediate prior employer within one (1) month of the date of cancellation of insurance will again be eligible for insurance starting the first of the month after commencement of active continuous full-time employment.
- (c) Employees whose insurance has been canceled for any reason and who return to active service with the immediate prior employer after one (1) month, but prior to four (4) months from the date of cancellation of insurance will again be eligible for insurance starting on the first of the month, two (2) months after commencement of active continuous full-time employment; provided that this provision does not apply to employees whose insurance has been canceled due to proper leave of absence or occasioned by sickness or disability.
- (d) Employees whose insurance has been canceled due to proper leave of absence or because of sickness or disability, and who return to work for immediate prior employer will again be covered by insurance, two (2) weeks after commencement of active continuous full-time employment.
- (e) All employees not described in subsections (b), (c) or (d) herein, shall be considered as new employees.
- (f) Nothing in this agreement would prevent employees from being eligible to participate in the event of a National Health Plan being approved by Congress.

- 15.3 Payroll Deductions for Family Coverage: The company further agrees to make payroll deduction from the pay of any employee wanting family coverage

ARTICLE 16

SENIORITY

- 16.1 Seniority: Employees shall accumulate building seniority, effective as the first day of their employment, provided, however, in the event of a break in employment, the employee's seniority commences as of his most recent employment. For the purpose of this 16.1, "break in employment" shall be defined as (a) termination; (b) resignation; or (c) failure to accept an offer of re-employment after layoffs due to lack of work, promotions, advancements or recall, the Company shall take such actions with due regard to the building seniority of employees; however, due regard may be given to other factors, such as ability, physical fitness, efficiency, experience with specific job routines and specific types of skills. Senior Employees shall have first choice to work extra or overtime hours by building. The Company shall be the judge as to all factors other than seniority. The Company agrees to give an employee two (2) weeks paid notice of any lay-off. Employees will also be paid for any part of the two (2) week notice not allowed to work.
- 16.2 Laid Off Employees: An employee who has been laid off shall be given at least one (1) working day to accept or reject an offer of employment by the Company. If the employee accepts such a position, he must report for work the next working day after notification of acceptance. In the event the employee fails to report within the time specified, he shall lose any benefits he may have with the company and another individual may be hired.
- 16.3 Loss of Cleaning Contracts:
- (a) In the event the Company loses a cleaning contract, any employee not thereupon placed in comparable jobs with the Company, shall be deemed laid off employees within the meaning of Paragraph 16.2 and shall retain such status for a period of six (6) months. If the employee is recalled, in accordance with the recall procedure contained in this Agreement, within the said six (6) months period, he shall retain his seniority for purposes of the amount of vacation entitlement and for such other purposes as has been the company's practice as of the effective date of this Agreement.
 - (b) The Union will make a concentrated effort to organize the nonunion contractor and will agree to do informational picketing/leaflet distribution at the job site of buildings that are presently Union buildings that are lost to

non-union contractors. The Union contractor losing the building is responsible for notifying the Union prior to termination, if possible.

ARTICLE 17
MANAGEMENT RIGHTS

- 17.1 The Union recognizes the exclusive right of Company management to manage the business and direct the working force including, but not limited to, the following:
- (a) Promulgate and publish reasonable working rules (copies to Union);
 - (b) Establish standards of quality and performance.
 - (c) Assign and transfer employees.

ARTICLE 18
GENERAL

- 18.1 **Furnishing of Equipment:** No employee shall be required to furnish any equipment to perform his duties, unless herein provided. Where required Companies will provide regular uniforms or smocks.
- 18.2 **Company Property:** An employee who separates from the Company, who as been entrusted with any Company property, must return all such property to the Company upon separation. Company property included, but is not limited to keys, badges, uniforms, pagers, and other equipment. The Company may hold the employee's final pay check until such items are returned to the company or the employee may forfeit the cost incurred by the Company to regain the property or forfeit the lessor of \$250.00 or his/her final pay check as liquidated damages.
- 18.3 **Employment on Hourly Basis:** The Company shall employ members of this Union on an hourly basis. The Company will allow a five (5) minute grace period for late arrivals with no loss in pay.
- 18.4 **Paydays** are to be every two (2) weeks.
- 18.5 **Job Stewards:** It is agreed that the Union may establish Job Stewards where needed. The Union shall notify the employer of all designated shop stewards.

Shop Stewards shall have the right to investigate complaints relating to the specific terms of this Agreement at their regular job location. The Company agrees not to discriminate against or retaliate against stewards for Union activity. However, Job Stewards are subject to the same rules, regulations and working conditions as apply to all other employees.

- 18.6 **Conference with Union Representatives:** Union representatives shall, at all times, be permitted to confer with employees in the service of the Company, provided it does not interrupt or interfere with the Company's operation. The union recognizes that work under this Agreement is sometimes performed in buildings under control of customers of the Company and in buildings requiring security clearances. In such cases the Union agrees to make arrangements for conferences with employees so as not to interfere with the operation of the building in question and the Company agrees to cooperate with the Union in making these conferences in a reasonable manner and consistent with the demands of security and other establishment rules prescribed by the owner.
- 18.7 **Compliance with Agreement:** A signatory Company, after receiving written notice from the Union regarding a specific violation of the Agreement, is to be given thirty (30) days within which to correct the violation. After the thirty (30) day period, the Union may audit the books of the individual Company involved with respect to the specific violation. If the audit shows the Company has corrected any and all violations, then it shall not be regarded as "willful" and the audit shall be paid for by the Union. If, on the other hand, the audit shows that said Company has not corrected all violations, then it shall be regarded as "willful" and it shall be made to pay the cost of the audit and also pay whatever items are applicable under the violation plus eight per cent (8%) interest for the total amount of money involved. Reasonable proof must be provided by the Union before the Company is obligated to present its records.
- 18.8 **Willful Violations of Agreement:** It is further agreed and understood that in any case where the Union initiates an arbitration proceeding or a suit at law under the provisions of 18.7 and such proceedings or suit concerns willful and substantial alleged violations of the wage and benefit provisions of this Agreement, the following shall obtain:
- (a) No less than ten (10) days of actual written notice of the Union's intent to proceed to arbitration or commencement of suit shall be served upon a designated representative of Companies listed at Appendix 1 (hereinafter called the "Association"). Such representative shall have the obligation, in turn, to notify the other member Companies of the Association. The Association representative authorized to receive such notice shall be

designated by the Association, in writing. Such designation shall remain valid unless revoked by the Association, in writing, to the Union.

- (b) Each such affected or interested Company may elect to become party to such law suit or arbitration proceeding so as to claim and recover any damages it may prove that it suffered as a result of the alleged willful and material violation of the wage and benefit provisions of this Agreement.
- (c) Should the arbitrator or court find that a willful and material violation of the wage and benefit provisions of this Agreement has, in fact, occurred the Union and each participating Company found to have suffered damage as a result thereof, may recover, in addition to such damages, all of their respective costs, including reasonable attorney's fees.
- (d) In any case where any member Company or Companies of the Association obtain knowledge of a violation by another company of the wage and benefit provisions of this agreement, the member Company or Companies may initiate a lawsuit or arbitration proceeding. The Member Company or companies shall serve notice upon the Union of the intent to proceed to arbitration or commence suit. Within ten (10) days of receipt of such notice, the Union may elect to join or not to join such suit or arbitration proceeding. The expense of such suit or arbitration shall be borne equally by the parties participating. The Company or Companies may proceed even if the Union elects not to participate.

18.9 No Reduction of Remuneration and Working Conditions: Nothing in this Agreement shall reduce any present remuneration, working conditions or established privileges.

18.10 Any gratuities, bonuses, recognition awards, picnics or banquets given by the Company are of a voluntary nature and are not to be considered as part of this agreement. They, therefore, may be altered or discontinued at any time at the Company's discretion.

18.11 *Training Documents:* All employees are required sign any document that the contractor provides to substantiate training, i.e., safety, MSDS, OSHA, etc., provided adequate training has been offered on Company time.

ARTICLE 19
LEAVE OF ABSENCE

- 19.1 An employee with one year of continuous service may be granted a leave of absence, with or without disability pay, for time away from work under the following conditions:
- 19.2 **Disability Pay:** This benefit is available for full-time employees who have worked for six months and need time away from work for non-work related medical issues. Disability pay is in conjunction with Family Medical Leave Act (FMLA). Disability pay begins on the 1st day of hospitalization or on the 3rd day of an accident or on the 5th day of an illness. Employees will receive \$225.00 per week (or \$45.00 per day) as a taxable benefit for a maximum of 12 weeks. A physician statement verifying the need to be off may be required by the Employer. Future benefits effective 1/1/04 \$250.00 per week (or \$50.00 per day), effective 1/1/05 \$275.00 per week (or \$55.00 per day), effective 1/1/06 \$300.00 per week (or \$60.00 per day).
- 19.3 **FMLA (Family Medical Leave Act):** For part or full time employees with one year of employment who has worked at least 1250 hours may take up to 12 weeks unpaid leave for the birth, foster care or adoption placement of a child or for a serious illness of any immediate family member or for him/her self. This time off is covered under the Family and Medical Leave Act of 1993 (FMLA). An employee may need to submit a statement from a medical physician verifying the need to be off of work at the time the medical leave is requested.
- 19.4 **Personal Leave of Absence:** A leave of absence is a period of time away from work greater than 3 days. This is at the discretion of the Company. An employee may only take 12 weeks of leave within a 12 month period. That period is normally calculated backwards from the first day of the recently requested leave.
- 19.5 **Military Leaves of Absence:** All reservists or National Guard members are required to notify their Employer as soon as possible of training exercises requiring time off of work. Military leave will be without pay or at the discretion of the Company.
- 19.6 **Funeral Leave:** Full and part-time employees will be allowed a period of up to five (5) days off with pay to make arrangements for and attend the funeral of a mother, father, spouse or child. Up to four (4) days with pay will be allowed for

brother, sister, current mother-in-law, or father-in-law. Employees will be allowed up to three (3) days with pay to attend funerals for grandparents, grandchildren and great grandchildren and current brother/sister-in-laws.

- 19.7 **Jury Duty:** The Company will allow full time employees paid time to serve on a jury. An employee must within one working day of receipt of a summons for jury duty notify his/her manager of the days required to be available for jury duty. The employer is to pay the differential in wages when jury duty conflicts with his/her working schedule.
- 19.8 **Sick Day:** Full time employees with five (5) years or more of service shall be eligible to use one (1) paid sick day each year. Sick days are non-accumulative.

ARTICLE 20 STATE AND FEDERAL LAWS

- 20.1 **Compliance with State and Federal Laws:** It is the intent and purpose of this Agreement to abide by and comply with all laws both State and Federal, and decisions and rulings of all courts, tribunals and boards, both State and Federal that may legally affect this Agreement. It is the belief of the parties hereto, that this Agreement does so comply with all such laws, decisions and rulings. If, however, the Agreement does not and the employer-employee relationship set forth herein is not in compliance with any such present law, decisions or ruling, which may be enacted or promulgated in the future, the parties hereto agree to accept and comply with any such Federal or State law, any such Federal or State court decisions or the ruling of any such State or Federal board of tribunal.
- 20.2 **Readjustments to Comply with Legislation:** Should any of the provisions of this Contract, including, but not limited to the classification system provided in Article 7, be held either administratively or judicially to be in violation of any applicable Federal, State or Local legislation, the Union agrees to permit the company, after notice to the Union to unilaterally make such changes or adjustments in this Agreement, including, but not limited to classifications and/or wage rates, so that compliance with such legislation shall be achieved. It is agreed, however, that such adjustments shall result in no (or minimum) overall financial cost to the Company. It is provided, however, that such changes and/or readjustments must be lawful.

ARTICLE 21 SAVING CLAUSE

- 21.1 Should any part of this Agreement or any provisions herein contained be rendered invalid by reason of any existing or subsequently enacted legislation or act of any authorized agency of government or by the decree of a court of competent jurisdiction, such will not invalidate the remaining portions thereof and they shall remain in full force and effect.

ARTICLE 22
GRIEVANCE PROCEDURE

- 22.1 Definition of Grievance: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of compensation, hours and working conditions of the interpretation or application of any of the provision of this Agreement.
- 22.2 Grievance Steps:
- (a) An aggrieved employee or employees must present all grievances (other than a grievance relating to discharge) to the company within five (5) working days from the time that the grievance arose. The Employer is allowed ten (10) working days to respond to the Union in writing.
 - (b) The Union's representative shall then meet with the Company's designated representative and all issues will be submitted in writing. Within five (5) days of this meeting, the Company will notify all parties, in writing, of its decision in this matter.
 - (c) Any grievance which remains unsettled after having been fully processed pursuant to the first two (2) steps of the Grievance Procedure, as set forth in this Article, and which involves the interpretation, application of, or adherence to this Agreement, may use Federal Mediation to resolve the matter. If it is not resolved, the grievance may be submitted to arbitration with the following procedure:
 - (d) The Union shall immediately request the Federal Mediation Service to furnish a panel of seven (7) arbitrators from which the parties shall alternatively strike three (3) names each, with the first party to strike to be determined by lot; and thereby select the impartial arbitrator. The expense of the arbitrator so selected and court reporter (if mutually agreed upon) shall be borne equally to the Company and the Union. Failure of either party to process the grievance within the time period specified above shall be deemed to be a waiver of that grievance.

- 22.3 **Grievance on Discharge:** an employee who has been discharged shall have three (3) working days after discharge to file with the Union a written grievance. The Union shall then have three (3) working days, after receipt of the grievance, to mail or give a copy thereof to the Company. If these time limits are not met, the matter will be considered closed.
- 22.4 **Authority of Arbitrator:** The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision of any grievance properly coming before him/her, but he/she shall not have the authority to amend or modify this Agreement or to establish any terms or conditions of this Agreement nor shall he/she have the authority to award back pay to an employee in a discharge case of a period greater than thirty (30) working days beyond the date the arbitrator is selected. When selected, the parties shall advise the arbitrator that he/she must render his/her decisions within ten (10) business days following the close of the arbitration hearing.
- 22.5 **No Strikes; No Lockouts:** The Company shall not declare any lockout during the life of this Agreement and the Union shall not cause, call or permit any strike, sympathy strike, work stoppage, slow down, sit down, stay-in, walkout, picketing or other interference or interruption with the Company's operation and the Union shall cooperate with the Company in bringing the same to an end. It is further agreed that the Company shall have the right to discipline and/or discharge any employee participating in any conduct prohibited by this paragraph and that "just and sufficient cause" for such discipline or discharge shall be deemed established by the fact of such participation.
- 22.6 **No Arbitration of Discrimination Claims:** any employee claim which is cognizable under the Title VII of the Civil Rights Act of 1964, as amended, or the Minnesota Human Rights Act shall not be arbitrable under this Agreement. The sole recourse of an employee with such claim shall be the Federal or State agency with jurisdiction over such claims.

ARTICLE 23
TERM OF AGREEMENT

23.1 This Agreement shall be in full force and effect for a forty-seven (47) month period; that is from February 1, 2003 to and including December 31, 2006 and from year-to-year thereafter, unless terminated as follows: Either party may terminate this agreement or request amendments thereto by serving sixty (60) days written notice to the other party prior to December 31, 2006 or December 31st of any year thereafter, in which termination's or amendments are requested.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed in behalf of the parties this 25th day of JANUARY, 2003.

COMPANY:



[Handwritten signature]

[Handwritten signature]

Contract Cleaning

[Handwritten signature]

LINDNERS CLEANING SERVICE

[Handwritten signature]

[Handwritten signature]

R & D CONSULTING

**Petersen
Commercial Cleaning, Inc.**

[Handwritten signature]

Jensen's Cleaning Service

[Handwritten signature]

MID - CITY

[Handwritten signature]

UNION:

[Handwritten signature]

[Handwritten signature]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed in behalf of the parties this 28th day of January, 2003.

COMPANY: AMCO SERVICE CORPORATION



[Signature]

[Signature]



[Signature]



[Signature]

FBG
Service Corporation

[Signature], V.P. FBG
[Signature] V.P. Operations



BEST-WAY BUILDING MAINTENANCE

[Signature]

Paul's Janitorial Services

[Signature]

SCC CLEANING CO., INC.

[Signature]

ABM Janitorial Services

[Signature] ABM

UNION:

[Signature]

[Signature]

APPENDIX 1

Part of Agreement for period ending
December 31, 2006 by and between SEIU
Local 26 and the Minneapolis–St. Paul Service
Contract Cleaners Association

List of companies Comprising the Minneapolis–St. Paul Service Contract Cleaners Association Who are Signatory to the Agreement.

1. Amco Service Corporation
2. American Building Maintenance
3. Aramark
4. Best Way Building Maintenance
5. Contract Cleaning Inc
6. FBG Service Corp.
7. Jensen's Cleaning Service
8. Lindner's Cleaning Service
9. Managed Services
10. Marsden Building Maintenance
11. Mid–City Cleaning
12. OneSource
13. Paul's Janitorial Service
14. Petersen Commercial Cleaning, Inc.
15. R & D Consulting Group, Inc.
16. SCC Cleaning
17. Triangle Maintenance
18. Unicco Facility Service

APPENDIX II

Part of the Agreement by and between
SEIU Local 26 and the Minneapolis-St. Paul
Service Contract Cleaners as Identified in
Appendix 1 for period ending December 31, 2006

MINNEAPOLIS-ST. PAUL WAGE RATES

The following wage rates shall be applicable only in the corporate Limits of
Minneapolis, Minnesota and the Corporate Limits of St. Paul, Minnesota.

<u>Effective Date*</u>	<u>F/T Gen'l Cleaner</u>	<u>F/T Repair. Person</u>	<u>P/T Gen'l Cleaner</u>
	<u>Applicable Hourly Rates of Pay</u>		
February 1, 2003	\$ 10.47	\$ 10.67	\$ 8.80
January 1, 2004	\$ 10.87	\$ 11.07	\$ 9.10
January 1, 2005	\$ 11.27	\$ 11.47	\$ 9.40
January 1, 2006	\$ 11.77	\$ 11.97	\$ 9.75

New employees may be paid a probationary wage rate of \$.25 under scale for the first thirty (30) days of employment.

NOTE: This is an across the board increase.

*The actual effective date shall be the first day of the first pay period falling on or after January 1st of each contract year

Part of the Agreement by and between
SEIU Local 26 and the Minneapolis-St. Paul
Service Contract Cleaners Identified in
Appendix 1 for period ending December 31, 2006

SUBURBAN AREA WAGE RATE

The following wage rates shall be applicable only in the Suburban Area outside of the Corporate Limits of St. Paul, Minnesota and the Corporate Limits of Minneapolis, Minnesota.

<u>Effective Date*</u>	<u>Part-Time</u>	<u>Full-Time</u>	<u>Full-Time Repair</u>
February 1, 2003	\$ 8.65	\$ 10.26	\$ 10.46
January 1, 2004	\$ 9.05	\$ 10.76	\$ 10.96
January 1, 2005	\$ 9.40	\$ 11.27	\$ 11.47
January 1, 2006	\$ 9.75	\$ 11.77	\$ 11.97

NOTE: This is an across the board increase. However, hourly rate will not exceed corporate rate.

*The actual effective date shall be the first day of the first pay period falling on or after January 1st of each contract year.

APPENDIX IV

Part of the Agreement by and between
Service Contract Cleaners as identified in
Appendix 1 for period ending December 31, 2006

Employees Covered Under Appendix IV

"Protected" employees shall be defined as those previously covered under BOMA Agreement of Appendix IV of Contract Cleaners Agreement which, by its terms, expired on December 31, 1984, but no others.

Above defined "protected" employees shall receive increases according to the following schedule:

<u>Effective Date</u>	<u>Full-Time</u>	<u>Part-Time</u>
2003	\$.40	\$.30
2004	\$.40	\$.30
2005	\$.40	\$.30
2006	\$.50	\$.35

APPENDIX V

Part of the Agreement by and between
Service Contract Cleaners as identified in
Appendix 1 for period ending December 31, 2006

Building Staffing Requirements: All Buildings or Office Parks in excess of 250,000 square feet as recorded in the BOMA's Standard of Measurements and The Building Rent Rolls, shall be staffed at no less than 80% full time cleaners, by December 31, 2005.

When implementing the square foot formula, it is understood that buildings that are already in compliance with the 80% staffing requirement must stay within compliance.

Buildings that are staffed at less than 80% that are going out for bid prior to December 31, 2005, must show progress toward achieving the 80% full time staffing requirement.

Under no circumstances would a re-bid result in having fewer full-time employees than are already employed at that building, either by contract or in-house staff, that are presently members of SEIU Local 26.