



COLLECTIVE BARGAINING AGREEMENT

between

BUILDING SERVICE STAFF UNION

CHAPTER OF PACIFIC NORTHWEST STAFF UNION

and

MAINTENANCE COOPERATION TRUST FUND

August 1, 2022 through July 31, 2024

TABLE OF CONTENTS

AGREEMENT	3
SECTION 1. RECOGNITION AND JURISDICTION	3
SECTION 2. NON-DISCRIMINATION	3
SECTION 3. UNION SECURITY	4
SECTION 4. HOURS, OVERTIME AND COMPENSATION TIME	5
SECTION 5. SENIORITY	6
SECTION 6. TRANSFERS	6
SECTION 7. LAYOFF AND RECALL	6
SECTION 8. HIRING AND PROMOTION	7
SECTION 9. UNION RIGHTS	8
SECTION 10. MAINTENANCE OF STANDARDS	9
SECTION 11. CHANGE OF MAINTENANCE COOPERATION TRUST FUND LEADERSHIP	9
SECTION 12. WORKING CONDITIONS	9
SECTION 13. HEALTH AND SAFETY	10
SECTION 14. MANAGEMENT RIGHTS AND WORK RULES	10
SECTION 15. WORKLOAD	10
SECTION 16. STAFF DEVELOPMENT AND EMPLOYEE TRAINING	11
SECTION 17. GRIEVANCE PROCEDURE AND ARBITRATION	13
SECTION 18. DISCHARGE AND DISCIPLINE	14
SECTION 19. PERSONNEL FILES	15
SECTION 20. PICKET LINE OBSERVANCE	15
SECTION 21. JOINT LABOR-MANAGEMENT COMMITTEE	15
SECTION 22. LEAVE OF ABSENCE	16
SECTION 23. LEGAL OBLIGATION LEAVE	17
SECTION 24. FUNERAL LEAVE	17
SECTION 25. AUTOMOBILE EXPENSES	17
SECTION 26. MEAL, TRAVEL, BUSINESS AND CHILDCARE EXPENSES	18
SECTION 27. HOLIDAYS	19
SECTION 28. SICK LEAVE	20
SECTION 29. VACATIONS	20
SECTION 30. PENSIONS	21
SECTION 31. HEALTH AND WELFARE	22
SECTION 32. SALARY SCHEDULE AND CLASSIFICATIONS	24
SECTION 33. TERM OF AGREEMENT	27
APPENDIX A LIST OF JOB DESCRIPTIONS	28
APPENDIX B WAGE AND HOUR DISPUTES	30
APPENDIX C SEIU NATIONAL INDUSTRY PENSION FUND	32

AGREEMENT

This AGREEMENT made and entered into this 1 st day of August 2022, by and between MAINTENANCE COOPERATION TRUST FUND, hereinafter referred to as the "Employer" and the BUILDING SERVICE STAFF UNION CHAPTER OF THE PACIFIC NORTHWEST STAFF UNION, hereinafter referred to as the "Union". "PNWSU-BSSU" OR "BSSU Chapter of PNWSU" refers to Building Service Staff Union Chapter of the Pacific Northwest Staff Union. "PNWSU" refers to the Pacific Northwest Staff Union. "MCTF" refers to the MAINTENANCE COOPERATION TRUST FUND. "Employee", unless otherwise specified, refers to employees of MCTF who come under the jurisdiction of this Agreement. "Management" refers to employees of the Local Union with authority to hire, fire, discipline, or to approve major financial expenditures. "Local Union" refers to SEIU United Service Workers West, and/or any other Local Union signatory to Collective Bargaining Agreement(s) which require Employer contributions to MCTF.

SECTION 1. RECOGNITION AND JURISDICTION.

(a) Recognition.

The Employer recognizes the Union as the sole collective bargaining agent for all persons that come under the jurisdiction of the Union, in all locations within the State of California and any other areas where bargaining-unit employees perform their duties.

(b) Jurisdiction.

The jurisdiction of the Union shall include all employees of the Employer within the classifications listed herein, permanent or temporary, full-time or part-time, who are not management or supervisory personnel, and are not already covered by an existing collective bargaining agreement.

Jobs covered by this Agreement are listed in Appendix "A" of this agreement and any other titles established.

Non-bargaining unit employees shall be able to perform work of the bargaining unit as needed due to budgetary restrictions, for training purposes, or for other legitimate reasons; however, the Employer's intent is not to reduce the scope of the Union's bargaining unit by attrition.

The Employer shall not use members of the Local Union on lost-time to perform work that is covered under this Agreement in a way that reduces permanent employment opportunities for bargaining-unit employees.

SECTION 2. NON-DISCRIMINATION

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or Union activity. Neither the Employer nor the Union shall

discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, color, traits historically associated with race, including but not limited to, hair texture and protective hairstyles, religious creed, sex, national origin, age, immigration status, sexual orientation, gender identity, gender expression, veteran status, marital status, maternity status, genetic information or physical and/or mental disability (as defined by the Americans with Disabilities Act). All provisions of this Agreement shall apply to all employees regardless of any of the above-defined characteristics. MCTF agrees to follow all applicable state and federal laws.

SECTION 3. UNION SECURITY.

As a condition of continued employment, all employees employed by the Employer in the unit which is the subject of this agreement shall become and remain members of the Union no later than thirty-one (31) days following the beginning of their employment, or the execution date of this Agreement, whichever is later. Upon notice from the Union, that any employee is not in good standing, the Employer shall discharge said employee within ten (10) days after receiving such notice, unless the employee puts themselves in good standing with the union before the expiration of the ten (10) day period, herein mentioned, and before such discharge.

The Employer agrees to present to new hire employees, an authorization membership application form, provided by the Union. Upon signed authorization of the employee, the Employer agrees to deduct union dues from the pay of each employee. The dues shall be deducted each pay period at a percentage rate set by the Union of each employee's gross pay each pay period (gross pay per pay period shall be calculated by dividing an employee's annual salary at the time of dues deduction by 26) and shall be submitted to the Treasurer of the Pacific Northwest Staff Union within one month of the end of the pay period for which remittance is made, together with an alphabetized list of all bargaining-unit employees specifying the following:

- A. The name of each employee who has received pay during the calendar month for which remittance is made;
- B. The gross wages each employee earned during the pay period for which the remittance is made.
- C. The amount of deduction for each employee for whom a deduction was made.
- D. The names, addresses, last four (4) digits of social security numbers, phone numbers, date of hire, position titles (including division), grade and step levels, temporary versus permanent classification, part-time versus full-time classification, probationary versus non-probationary classification, and if employee is probationary, the total length of their probationary period as determined upon hire of all employees whose names are listed on the above list. An additional copy of the list of the new employees will be provided to the union Treasurer on a quarterly basis;
- E. A notation of "No Authorization" beside the name of any bargaining-unit employee who has not signed a payroll deduction authorization;
- F. A notation beside the name of any employee who has been hired or whose employment

status has changed in the preceding thirty (30) days. Relevant status change include, but are not limited to, changes in temporary versus permanent classification, part-time versus full-time classifications, probationary versus non-probationary classification, grade and step levels, terminations (whether voluntary or involuntary), retirement, and promotions out of the bargaining unit;

The Employer agrees that the list set forth in this Article shall be submitted in a Microsoft excel spreadsheet or compatible electronic format.

The Union shall notify the Employer of the amounts that are to be deducted from the employee for dues.

SECTION 4. HOURS, OVERTIME AND COMPENSATION TIME.

Overtime

Hourly employees shall receive overtime pay at the rate of one and one-half (1-1/2) times their normal hourly rate of pay for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week.

Double time

Double time will be paid according to California State law. The law states that double time will be paid for all hours worked in excess of twelve in one day and of all hours worked in excess of eight (8) in the seventh (7) day of consecutive work.

(a) Compensatory Time

(1) An employee who is regularly scheduled to work no less than 40 hours in a workweek may request in writing that they receive accrued compensatory time off as described in California Labor Code § 204.3 in lieu of overtime compensation.

(2) Employees who request compensatory time off in lieu of overtime compensation shall receive compensatory time off at the rate of one and one-half hours for each hour of employment for which overtime compensation is required by law.

(3) An employee may not accrue more than 240 hours of compensation time off at a time. An employee receiving compensatory time off who has 240 hours of unused compensatory time off shall be paid overtime compensation for any overtime hours worked in excess of 240 hours and shall not accrue compensatory time off for those hours. Employees shall accrue a maximum of 160 hours of compensatory time off per 52-week period.

(4) An employee who has accrued compensatory time off shall be paid for such compensatory time off in compliance with California Labor Codes 204.3(c)(2) and (d).

(5) Request by employees to use compensatory time off shall be reviewed and approved in compliance with California Labor Code § 204.3(e)

(b) An employee who elects to receive compensatory time off in lieu of overtime compensation shall be employed not more than 2,240 hours during the 52-week period beginning on January 1 of each year, and shall be guaranteed not less than 1,840 hours during that 52-week period. For all hours worked in excess of 2,080 hours during the 52-week period, such employee shall not accrue compensatory time off, but shall instead receive overtime compensation pursuant to section 4 of the collective bargaining agreement and applicable law. Employees shall accrue a maximum of 160 hours of compensatory time off per 52-week period as described in paragraphs A and B of Section 4.

(c) An employee who is employed in excess of 12 hours during any workday or in excess of 56 hours during any workweek shall not accrue compensatory time off for those excess hours, but shall instead receive overtime compensation pursuant to Section 4 of the collective bargaining agreement and applicable law.

(d) Employees shall retain any compensatory time off hours accrued prior to the effective date of 12/22/2009, up to a maximum of 240 hours. After this Agreement is signed, employees shall accrue a maximum of 160 hours of compensatory time off per 52-week period as described in Paragraphs A and B.

(e) Any claims concerning the application or interpretation of this provision shall be subject solely to the grievance and arbitration procedure of the parties' collective bargaining agreement.

SECTION 5. SENIORITY.

An employee's seniority shall begin accruing from the date of their hire by the Employer.

Lost-Time and temporary employees who are hired as regular employees no later than ninety (90) days after completing their Lost-Time or temporary assignments shall be credited with their original dates of hire into the Lost-Time assignment.

Seniority shall not be affected by authorized leaves of absence, transfers from one office to another.

SECTION 6. TRANSFERS.

An employee will be given sixty-five (65) days' notice prior to being permanently transferred to a different office of the MAINTENANCE COOPERATION TRUST FUND which is more than sixty five (65) miles away. Involuntary permanent transfers greater than sixty five (65) miles shall be imposed by reverse order of seniority according to the office from which the affected employee(s) will be transferred.

SECTION 7. LAYOFF AND RECALL.

The employer and PNWSU-BSSU understand that MCTF depends on funding from Employers signatory to Maintenance Contractors Agreements or other Collective Bargaining Agreements which

require Employer contributions to MCTF.

In the event that the Employer desires to lay off any employee(s) or reduce staffing, the Employer will submit the following information to the Union, in writing to the Union as soon as the Employer has knowledge of such layoff but in no case with fewer than sixty (60) days' notice before any action is taken on the proposed layoff:

1. The department and classification, geographical area where the proposed layoff is to occur;
2. A list of the employees working at the job location and the length of employment and classification of each employee;
3. A list of employees the Employer desires to layoff, or positions the Employer desires to eliminate;
4. The date and reason for the proposed layoff or reduction in staffing;
5. The Employer's plan for Covering the workload performed by the employee(s) to be laid off without imposing an unreasonable workload on existing employees,
6. The Employer must provide the Union with all relevant financial information in order to substantiate claims of financial hardship which necessitate the layoff;

Employees shall be laid off in reverse seniority order within classification. Laid-off employees shall be recalled in seniority order by classification.

The Employer shall notify laid-off employees by certified mail to the last known address on file when open positions become available.

SECTION 8. HIRING AND PROMOTION.

(a) Hiring

When new positions within the jurisdiction of this Agreement are available, first consideration shall be given to current and/or laid-off qualified bargaining-unit employees. To facilitate this provision, the Employer shall post notices of the available position(s) in every office of MCTF no later than one (1) week prior to beginning interviews of applicants for the new position(s). In addition, the Employer agrees to take reasonable steps to hire staff who is representative of the workforce represented by the Local Union.

When job applicants are being considered for bargaining-unit positions where they will be working closely with existing bargaining-unit employees, such employees shall have the opportunity to interview the applicants jointly with representatives of management, prior to any final hiring decision.

(b) **Promotion**

The Employer agrees to consider the principle of seniority as the determining factor in promotion or transfer to vacant positions within the bargaining unit, providing that merit and ability to perform are equal to the duties in such positions.

(c) **Probationary Employees**

Employees shall not attain seniority until they have completed a probationary period of nine (9) consecutive months from their hiring date into a permanent position in the same job title. The employer shall conduct written performance evaluation every three (3) months until completing their probation period. The evaluation shall be performed by the employee's immediate supervisor(s), in the presence of their lead (if any), and shall include a plan for further staff development of the employee. Employees shall be entitled to a written copy of their evaluation and staff development plans. A newly hired employee will be informed of the length of their probationary period in the letter offering them the job, with a copy sent to PNWSU-BSSU. Probationary employees shall not have access to the grievance procedure for discipline or discharge. Upon satisfactory completion of the probation, seniority will be retroactive to the hiring date.

If the Employer chooses to release from probation, or terminate, a probationary employee for any reason, the Employer shall provide a written notice of such release from probation or termination to the employee and the Union. The Employer may not extend an employee's probation period except by mutual consent with the employee and the Union and the Employer will offer its rationale for the extension of the probation. The employee is entitled to have a steward present for the discussion, and the parties agree to make all reasonable efforts to ensure the presence of a Steward if requested by the employee. If a Steward is present, that person shall represent the Union for the purpose of consenting or not consenting to the extension, only with the approval of a PNWSU-BSSU Executive Board member; if the employee waives the presence of the Steward, the Employer shall notify the Union in writing of its request to extend probation.

SECTION 9. UNION RIGHTS.

(a) **Union Stewards**

The Employer agrees that the Union shall be permitted to maintain Union Stewards on the job. The Union shall inform the Employer whenever a new Union Steward is chosen.

Union Stewards shall have the right, within reason, to use part of their normal workday to investigate grievances and otherwise carry out PNWSU-BSSU business,

(b) **Union Use of Maintenance Cooperation Trust Fund Facilities**

The Union shall be allowed use of facilities of the Maintenance Cooperation Trust Fund for holding meetings, as long as such use does not conflict with the normal operations of the

Maintenance Cooperation Trust Fund. The Union shall be allowed the use of a Bulletin Board for PNWSU-BSSU notices in every office of the Maintenance Cooperation Trust Fund,

(c) New Staff Orientation

Each newly hired employee shall receive a comprehensive orientation as to their rights and responsibilities as a member of the staff of MCTF within thirty (30) of their date of hire. Though, it will be the responsibility of the Employer to provide such orientation, one (1) PNWSU-BSSU representative will be given an hour of paid time during new staff orientation and it is understood that the Employer shall not be present during this portion of the employee orientation. Such information and materials provided include, but not limited to:

- Health and Welfare
- Wages
- Pension
- Job Classifications
- Computer Access as appropriate
- Adequate and Personal Work Area as available
- PNWSU-BSSU Membership Requirements
- Business Cards shall be ordered as appropriate
- Employer Work Rules and Regulations a/k/a Personnel Policies & Procedures
- Access to digital office forms i.e.: mileage, expense, PTO forms, etc.

PNWSU-BSSU shall be responsible for providing the PNWSU-BSSU Collective Bargaining Agreement during the one (1) hour PNWSU-BSSU orientation specified above.

SECTION 10. MAINTENANCE OF STANDARDS.

No employee shall suffer a lowering of wages, salary, benefits or working conditions as a result of this Agreement. Employees who receive pay and/or benefits superior to those specified in this Agreement shall continue to receive such superior pay and/or benefits.

SECTION 11. CHANGE OF MAINTENANCE COOPERATION TRUST FUND LEADERSHIP.

There shall be no change in any term of this Agreement or the conditions of employment of any bargaining-unit employee as a result of a change of leadership in the Maintenance Cooperation Trust Fund due to the change of legal status, change of trustees or merger.

SECTION 12. WORKING CONDITIONS.

The Employer shall make all necessary steps to provide decent working conditions for bargaining-unit employees. This section shall apply to, but not be limited to, the physical upkeep of facilities owned or leased by the Employer, such as telephones, office and computer equipment, furniture, lighting conditions, air conditioning and heating. The Employer shall provide bargaining-unit employees with access to office equipment necessary to perform their job duties. The Employer shall repair or replace faulty equipment, in an expeditious manner, subject to the work schedules of Sponsors, the Employer shall provide satisfactory lunch area that includes a refrigerator, sink, microwave and water dispenser, where feasible.

In the event of a jurisdictional dispute between PNWSU-BSSU and another union which has a collective bargaining agreement with the Employer, representatives of PNWSU-BSSU, the other union, and the Employer shall meet in a good faith effort to resolve the dispute.

SECTION 13. HEALTH AND SAFETY.

The parties agree that all employees should have a safe and healthful work environment and that the employees will cooperate with the Employer's reasonable efforts to achieve that result. The Employer further agrees to abide by all federal, state and local laws regarding employee health and safety.

SECTION 14. MANAGEMENT RIGHTS AND WORK RULES.

(a) Management Rights

Except to the extent expressly limited in this Agreement, the Employer retains the exclusive right to manage, operate, direct workforce and administer the affairs of Maintenance Cooperation Trust Fund.

(b) Work Rules

Rules and regulations for the conduct of business as the Employer shall consider necessary and proper and which do not conflict with the terms and conditions of this Agreement shall be observed by all employees. All work rules for which an employee may be disciplined or discharged shall be posted and supplied to each individual employee so that they may become familiar with such regulations. A copy of these rules and regulations shall be submitted to the Union at least thirty (30) days prior to the effective date of said rules. Should the Union consider any rule unreasonable, the parties shall meet and attempt to resolve the differences. If no resolution can be made, then it shall be treated through the grievance procedure.

Should the employer decide to amend their policy manual or implement a unilateral change with effects to wages, hours, and working conditions, the employer and union shall meet in good faith to discuss and bargain over such changes. The employer shall provide all changes to the union within 30 days of changing such policies, allowing proper time to meet and discuss.

SECTION 15. WORKLOAD.

The parties recognize that the nature of the work covered by this Agreement can involve heavy or varying workloads. Nevertheless, the Employer shall make all reasonable efforts to ensure that workloads are evenly distributed among bargaining-unit employees. The Employer shall maintain an adequate staff level to perform the work necessary, as budgetary restrictions allow. The Employer shall make all reasonable efforts to fill bargaining-unit positions with Lost-Time or temporary employees for no longer than six (6) months.

Changes in job assignments shall be explained to the affected employee(s) and the Union before taking effect. If there is a dispute regarding such changes, the dispute shall be treated in the Joint Labor-Management Committee before the changes take effect. In general, workload and work assignment disputes shall be treated in the Joint Labor-Management Committee.

In the event that an employee takes a leave of absence or vacation, whether paid or unpaid, two (2) weeks or longer in duration, or if his/her employment is terminated, the Employer will make arrangements for the coverage of that employee's job duties until his/her return, or until s/he is permanently replaced, to the extent feasible. Where possible, the Union is willing to work with the Employer to create a coverage plan prior to the employee's departure.

The Employer agrees to the principle that employees who are required to work late evenings doing worksite visits or similar activities are not normally required to report to work sooner than ten (10) hours after the end of such late evening work; however this provision might not apply in periods of intense activity such as major blitzes.

SECTION 16. STAFF DEVELOPMENT AND EMPLOYEE TRAINING.

(a) The Employer and the Union agree to the principal that it is to the benefit of the organization to institutionalize and implement annual evaluations and skill strengthening plans for each staff member to become more effective in their field and to advance in their professional leadership skills, job categories and classification grades. The overall goal is to ensure internal support that promotes improving and increasing staff capacity in order to retain and recruit qualified staff at MCTF.

1. Annual evaluations will take place according to the provision of Section 32 of this Agreement.

2. The Employer shall ensure that every employee has a staff development plan that is drafted or revised on an annual basis. Development plans are to be prepared by the employee and his/her immediate supervisor. Development plans are to be completed no more than one month (1) month following the completion of the employee's annual evaluation.

3. Development plans shall be based on the employee's evaluation and will focus on advancement in areas where the employee needs additional experience and/or training in order to perform their assigned job duties, and meet the needs of the Employer.

For grade I employees at Step 2 or 3, and for Grade II employees, development plans will include training to meet the qualifications of the next Grade Level.

4. The Employer and the Union further agree that the important elements of the Staff Development plans shall include, but not be limited to:

- (a) Goal Setting: Professional growth goals for the employee for the year ahead as well as forward thinking about five (5) years goals;
- (b) Criteria for current and next Grade Levels, understanding that priority is given to achieving current step;
- (c) Clear Objectives and Benchmarks to measure progress towards goals;
- (d) A plan to achieve those goals;
- (e) Development in areas where the employee and their supervisor and/or lead have identified a need for additional training and/or experience.

5. Employees shall be entitled to receive a copy of their evaluation and staff development plans in writing.

6. Both individual employees and Employer are expected to take seriously the process of preparing evaluations and staff development plans, and to fulfill commitments made by the employee during that process.

(b) For the purpose of best accomplishing the mission of the Maintenance Cooperation Trust Fund, and help the employee become more effective in their field and to advance in their professional skills, the Employer shall allocate the necessary resources for employee training. The purpose and goal is to improve the employees' skills in working for the Maintenance Cooperation Trust Fund and also to retain, professionalize and stabilize MCTF Staff, to integrate a sustainable organization culture, and to be able to recruit and retain qualified staff at MCTF. The time spent on training shall be considered work time. The Employer shall not unreasonably deny employee access to training.

Areas of training during the life of this Agreement shall include but not be limited to the following subject areas, Employment Law, legal and corporate Research. MCTF Staff members are able to make training requests so long as they are pertinent to achieving the mission of the MCTF.

Sources for such training shall include but not be limited to: AFL-CIO, SEIU, the Local Union and other Local Unions, Community and City Colleges, Adult Schools, Private Vendors. If employees require training in basic job skills such as language ability, such training will not be on paid time, but the Employer will allow employees receiving such training the adjust their work schedules within reason so as to not lose paid hours.

Tuition for the training shall be prepaid by the Employer upon approval of the supervisor of the employee who is requesting the training, and such approval shall not be unreasonably withheld. Training requests or applications must be submitted at least thirty (30) days before the commencement of the training program being requested.

The Employer shall allocate and utilize an annual budget for training of at least five thousand dollars (\$5,000.00).

SECTION 17. GRIEVANCE PROCEDURE AND ARBITRATION.

(a) Any difference between the Employer and the Union involving the meaning or application of the provisions of this Agreement shall constitute a grievance and shall be resolved as specified in this section. A grievance need not be considered unless the aggrieved party serves upon the other party a written statement setting forth the facts constituting the alleged grievance within fifteen (15) calendar days of its occurrence or the discovery thereof by the aggrieved party, It is the intent of the parties that reasonable diligence be used in the discovery and reporting of alleged grievances so that they may be adjusted or dismissed without undue delay.

The Employer and the Union agree to use their best endeavors by informal conferences between their respective representatives to settle any grievance within ten (10) working days after service of such written statement. If the Employer does not respond to a grievance filed by the Union within ten (10) working days, the grievance shall be moved to the next step of the grievance procedure.

In addition, the Employer reserves the right to unilaterally move a grievance to the Board of Adjustments step if the Union does not state its position within ten (10) working days after the initial first step meeting.

(b) Board of Adjustment

Upon receipt of a timely written request there shall be an Adjustment Board consisting of two (2) representatives designated by the Union who have not participated in earlier steps of the grievance procedure and two (2) representatives designated by the Employer who have not participated in earlier steps of the grievance procedure. If operating conditions do not allow non-adversary participants, this rule may be modified by mutual agreement

The Adjustment Board shall meet as required and shall consider fully all aspects of the issues presented. Any decision by the majority of the four (4) members of the board of Adjustment shall be final and binding upon all parties subject to the limitations of jurisdiction and authority contained in this contract.

(c) Arbitration

If during the period that the Adjustment Board can meet, no majority decision is reached either party may within fifteen (15) calendar days following such period request in writing that the matter be referred to a mutually agreeable arbitrator from the California State Mediation Service, or any other mutually agreeable arbitrator.

The decision of the arbitrator shall be final and binding on both parties hereto. The arbitrator shall have no power to amend or modify the terms of this Agreement. In the event of a willful failure by either party to appear before the Arbitrator, they are hereby authorized to render their decision upon the evidence produced by the party appearing. Each party shall bear all costs of presenting its case to the Arbitrator. The Arbitrator's fee, if any and all incidental expense of the arbitration shall be borne equally by the parties hereto.

(d) Mediation

Either party, at any time prior to the grievance being heard by the Arbitrator, may request mediation through the Federal Mediation & Conciliation Service (FMCS). If the grievance is resolved to the satisfaction of both parties pursuant to the grievance mediation rules of the FMCS, that resolution shall be final and binding and the arbitration will be canceled. If no resolution is reached through mediation, then the grievance shall proceed to arbitration without prejudice to either the Employer or the Union.

(e) The time limits specified in this Section 18 may be extended by mutual agreement between the parties due to scheduling difficulties.

SECTION 18 DISCHARGE AND DISCIPLINE

(a) Just Cause for Discipline

The Employer shall have the right to discipline any employee, including discharge, for just cause.

(b) Right to Presence of Union Steward

Employees shall have the right to have a Union Steward present during any meeting with management, which may result in discharge or discipline. Management has the obligation to notify the employee and Union Steward three days in advance if the meeting could result in discharge or discipline. The requirement to give three (3) days' notice is waived in cases where immediate action is required. If upon request by an employee the Employer refuses to allow a Union Steward to be present during a disciplinary meeting, any discipline or discharge applied as a result of the meeting shall not be valid.

(c) Discipline Steps

Discipline shall consist of the following steps:

- (1) Verbal counseling
- (2) Verbal warning
- (3) Written warning
- (4) Suspension
- (5) Discharge

All steps of discipline, including Verbal Counseling and Verbal Warnings, shall be documented in writing and placed in the employee's personal file

The severity of the discipline applied shall be in accordance with the nature of the offense.

"One-on-one" meetings shall not be used to discipline any employee; the Employer must schedule separate meetings for discipline purposes.

Written warnings shall be removed from an employee's personnel file after twelve (12) months.

(d) Discharge and Voluntary Resignation

Employees shall be given the opportunity to voluntarily resign before discharge is applied. The Employer shall not abuse this practice.

(e) Severance Pay

In the event of layoff, an employee with one (1) or more years of service shall receive two (2) weeks' notice or two (2) weeks' pay, plus one (1) week pay for each year of service to a maximum of four (4) weeks, prorated.

SECTION 19. PERSONNEL FILES

Upon request to management, an employee shall be permitted to see they own personnel file. Union Stewards shall be permitted access to such personnel files as necessary for the investigation of grievances.

SECTION 20 PICKET LINE OBSERVANCE

It shall not be a violation of this Agreement nor a cause for discharge or discipline for any employee covered by this Agreement, to refuse to go through or work behind any picket lines established because of a primary strike sanctioned by the Central Labor Council in any county where the Local Union has jurisdiction.

SECTION 21. JOINT LABOR-MANAGEMENT COMMITTEE

A joint Labor-Management Committee shall be established for the purpose of reviewing on an ongoing basis the application of this Agreement and other topics. The Committee shall be composed of director and representatives of the Board of Trustees and representatives of the Union. The Committee will meet at least quarterly; to the extent feasible each party shall transmit to the other, ten (10) days in advance of a scheduled meeting, a list of agenda items it wishes to have considered at that meeting.

The Labor-Management Committee shall discuss all areas of mutual concern including, but not limited to, the following topics: Short-Term and Long-Term Goals, Fight Backs/Forwards, Blitz, Allocation of Maintenance Cooperation Trust Fund resources, and leadership development, health and safety issues, workload, Affirmative Action, and development of all staff hired including from

rank-and-file of the Local Union.

SECTION 22. LEAVE OF ABSENCE

(a) Paid Leave

In the case of MCTF assignment, or otherwise at the discretion of the Employer, paid leave may be granted. Health and Welfare benefits shall be paid when any employee is on paid leave. Seniority and benefits shall accrue while an employee is on paid leave.

(b) Unpaid Leave

Leaves of absence of up to six (6) months shall be granted to those employees having served at least one (1) year with MCTF. Leaves of absence from six (6) months to one year may be granted without pay or accrual of seniority and benefits at the discretion of the Employer. An employee on unpaid leave may pay his/her own insurance premiums. An employee on authorized leave shall have return rights to his/her classification. A leave of absence may be extended at the discretion of the Employer provided operationally feasible, except in case of legitimate and verifiable emergency.

(c) Parental Leave

Parental (maternity and paternity) leaves of absence shall be granted after one (1) year of service. The employee seeking parental leave shall make a written request to the Employer no later than the eighth (8th) month of pregnancy. Such request shall include a statement from a physician showing the expected date of delivery.

The expectant mother shall be permitted to work as long as they are physically able. Health, dental and vision care premiums shall be paid while the employee is on parental leave up to nine (9) months. The auto/meal allowance shall not be paid on such a leave.

This clause shall apply to adoption and court-ordered foster care.

(d) Part-Time work option

An employee returning from parental leave shall have the option of returning to part-time work with the agreement of the Employer. The work schedule assigned shall be by mutual consent.

(e) Extended Parental Leave

Parental leave may be extended after the birth of the child by mutual consent between the parties.

(f) Family and Medical Leave Act

Bargaining-unit employees shall be covered by all provisions of the (federal) Family and Medical Leave Act, or the equivalent provisions of California state law, whichever provision covering a specific topic is stronger.

(g) **Paid Family Leave Act**

Bargaining Unit employees shall be covered by all provisions of the California Paid Family Leave Act, or the equivalent provisions of Federal Law, whichever provision covering a specific topic is stronger.

SECTION 23. LEGAL OBLIGATION LEAVE

When an employee is called for jury duty or as a witness by court subpoena, the employee shall be given full pay up to fifteen (15) days. Employees shall remit to Employer any monies received for jury duty during their first month of jury duty, except for the reimbursement of expenses by the court. The Employer may request proof of jury duty or other legal obligation.

SECTION 24. FUNERAL LEAVE

Employees shall be allowed five (5) days bereavement leave without loss of pay in the event of a death in the immediate family or designated partner. Immediate family shall be defined as the following relatives of the employee or of their Spouse or Domestic Partner: mother, father, In Loco Parent, mother-in-law, father-in-law, grandfather, grandmother, son, daughter, Legal Ward/Foster 20 Child, Adopted Child, Grandchild, stepmother, stepfather, foster parent, spouse/Domestic Partner, sister, brother, Uncle, Aunt and any other Relative living in the same household. In addition, necessary time off without pay for travel purposes, as measured by the fastest practical mode of transportation, shall be granted upon request of the employee. The Employer reserves the right to require proof of death.

SECTION 25. AUTOMOBILE EXPENSES

(a) **Auto Allowance**

All employees covered who must use an automobile in their work under this agreement shall receive a weekly auto allowance of one -fifty dollars (\$150), prorate to part-time employees.

(b) **Auto Allowance Advance for Auto Purchase**

At the discretion of the Employer, employees who so request may receive an advance payment of their auto allowance of up to six (6) months for the purpose of making a down payment on a car. Such advances shall be returned in equal monthly reductions of the auto allowance over a period not to exceed eighteen (18) months. Advance payments of auto allowances may be used to cover necessary repairs and shall not be unreasonably denied.

(c) **Mileage Payments**

All employees who must use an automobile in their work shall receive mileage payments as

specified below for work-related travel only.

The Employer will pay the Internal Revenue Service mileage rate for all work-related travel, exclusive of commuting miles

SECTION 26. MEAL, TRAVEL, BUSINESS AND CHILDCARE EXPENSES

(a) Travel Allowance

When an employee is assigned to duty which requires one (1) or more nights spent away from his/her home, all costs incurred for travel, lodging and meals shall be paid by the Employer.

The following amounts per day per diem shall be paid to the employee:

<u>Effective Date</u>	<u>Per Diem Amount</u>
August 1, 2022	\$50

Per Diem shall not be payable for days when employees attend events away from home at which all meals (i.e. three meals per day) and lodging are provided, for example retreats and conferences,

This Section 26(a) shall also be applicable when an employee is assigned to duty which requires twelve (12) or more hours away from his/her home city.

(b) When it becomes necessary to take other people to meals for business purposes, the expense shall be reimbursed to the employee, with approval of the Employer.

(c) Telephones

The Employer shall reimburse employees who use their personal cell phones for work purposes based on the amounts specified below. To be eligible for such reimbursement, employees must turn in itemized receipts from their cell phone service provider, and be reachable by cell phone by their supervisors on the cell phone number during their required working hours.

The Employer reserves the right to institute a policy of providing cellular phones to staff employees in lieu of the present cellular telephone reimbursement. The Employer agrees to give the Union adequate notice of such decision with the Union upon request to work out the details of the transition to the new policy, including any issues relating to personal use of Employer-issued cell phones. Once this policy is instituted, employees may opt out of an Employer issued cell phone plan on an individual basis provided that their personal cell phone plan provides sufficient coverage for efficient communication

<u>Effective Date</u>	<u>Personal Cellular Telephone Reimbursement</u>
August 1, 2022	\$85.00 per month

(d) Business Expenses

All business expenses incurred by the employee which are not covered in this Agreement including, but not limited to, meeting expenses, business calls charged to the employee, mailgrams, telegrams, and postage shall be submitted for reimbursement under the procedures established by the Employer.

(e) Childcare Fund

The Employer shall contribute the following amounts into the MCTF-PNWSU-BSSU Childcare Fund:

Effective Feb. 1, 2023 One Thousand Dollars (\$1,000) per month

The funds collected are to be used for the reimbursement of childcare expenses incurred by employees covered by this Agreement while performing their job duties.

To qualify for childcare reimbursement, each employee must:

1. Have been employed at least six (6) months with the Employer; and
2. Provide the Employer with a copy of their receipts for childcare expenses for the previous month along with their monthly Expense Report; and
3. Provide the Employer with a list of dependent children living in the immediate household up to and including the age of fourteen (14) years old along with parental proof (i.e: birth certificate, adoption certificate)

The funds of the MCTF-PNWSU-BSSU Childcare Fund shall be distributed on a pro-rated basis. Failure to provide the required receipts by the monthly deadline shall disqualify the employee from receiving reimbursement for said month. Childcare expenses shall not be rolled over. If no disbursements from the Childcare Fund are made, the funds shall accumulate until a maximum of seven thousand dollars (\$7,000) is reached.

SECTION 27. HOLIDAYS

(a) The following days shall be observed as paid holidays:

- | | |
|--------------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| César E. Chávez Day | Day after Thanksgiving |
| Good Friday | Christmas Eve |
| Memorial Day | Christmas Day |
| Juneteenth | New Year's Eve |
| Independence Day | |
| Personal Day 1 (Employee's Birthday) | Personal Day 2 |

(b) An employee may, upon one week's notice to the Employer, designate the Personal Day 1 to be a day other than their birthday.

(c) Any holiday falling on a Sunday shall be observed on the following Monday. If a holiday falls on a Saturday the preceding Friday shall be designated as the observed holiday.

(d) Holidays shall normally be observed by all employees. Employees may work on a holiday by mutual consent with the Employer. If an employee is required to work on any holiday, they shall receive an additional day off. Employees required to work at special Labor Day events such as community fairs shall not be required to work for more than four (4) hours total during such events.

SECTION 28. SICK LEAVE

(a) Sick leave is the authorized absence of an employee because of illness or injury. All employees covered by this agreement shall earn sick leave at the rate of one and one-quarter (1-1/4) day per month. Unused sick leave shall accrue to the account of any employee to a limit of sixty five (65) days for the purpose of use as sick leave. Sick leave may be used to care for an ill or injured member of an employee's immediate family member as defined in Section 24 (Funeral Leave).

(b) Sick leave shall be integrated with the employee's state disability insurance. The employer will pay an amount which, added to the state disability benefits, will equal the employee's regular wages. Only that amount of sick leave paid by the Employer shall be charged against the employee's accrued sick leave.

SECTION 29. VACATIONS

(a) All employees who have been employed by the Employer for a period for one (1) year shall be granted at least two (2) weeks' vacation with full pay annually. All employees who have been employed by the Employer for four (4) or more years shall be granted three (3) weeks' vacation pay annually. All employees who have been employed by the Employer for a period for ten (10) years shall be granted four (4) weeks' vacation pay annually.

(b) Unpaid time off from work for any reason not exceeding thirty (30) work days during any one year shall not interrupt the continuity of employment, so as to deprive any employee of their vacation rights. In case of industrial accident for which the employee is receiving Workmen's Compensation benefits, absences not exceeding sixty (60) work days during any one year shall not interrupt the continuity of employment.

(c) Any employee receiving vacation privileges better than those mentioned in this Agreement shall not have them reduced.

(d) Vacation payments shall be made during the week immediately prior to the employee's

vacation period.

(e) Unused vacation benefits shall accumulate to a maximum of two (2) years accumulation. Any accrued vacation of any employee as of August 1, 2013 not be lost, however following that date any vacation in excess of two (2) years' accumulation must be used within the year it is accumulated or it is forfeited. Any employee whose employment terminates for any reason shall receive payment for all accrued, unused vacation at their current rate pay.

(f) Employees' supervisors shall work with them at the beginning of each year to establish their vacation schedules for the calendar year. In addition employees may submit their vacation requests to the Employer with no less than one (1) month's advance notice of the dates being requested for vacation. Late requests will be given every consideration. The Employer shall make every effort to accommodate employee vacation requests given with one (1) month's advance notice, Requests with less than one (1) month's advance notice shall be granted on a first-come first-served basis provided they provided it is operationally feasible. Vacation requests will be answered in writing within five (5) business days from the date they are submitted.

(g) The Employer and the Union recognize the importance of vacation time as a way of balancing personal life with an intensive work schedule. In the event that employees are required to modify or postpone previously-approved vacation time due to unforeseen activity, the Employer agrees to retract request if Employee submits proof of having made monetary commitment towards vacation accommodations. In the case that the Employee voluntarily agrees to accommodate work activity and if the work activity interrupts vacation time, remaining balance of approved vacation time to be taken as soon as operationally feasible.

SECTION 30. PENSIONS.

The employer shall contribute to a pension plan, for each employee covered under this agreement, beginning with their first day of employment. This section may not apply to temporary employees.

The Employer shall contribute to the SEIU National Industry Pension Fund the following rates per hour for each hour worked and/or paid for by all employees beginning with their first day of employment with the MCTF.

	<u>8/1/2022</u>	<u>8/1/2023</u>
Pension Amount	\$1.50	\$2.00

The contributions specified above shall be made on behalf of eligible employees covered by this Section 30 and as defined in Appendix C, Section 3(d). Both parties recognize that the Employer is required by the SEIU National Industry Pension Fund to contribute an additional 62.5% supplemental contribution per dollar for each hour worked.

SECTION 31. HEALTH AND WELFARE.

(a) Upon the effective date of this Agreement, and until coverage changes to the General Employees Trust Fund plan specified below, eligible employees covered under this Agreement shall continue their coverage under the health care plan provided by the California Service Employees Health and Welfare Trust Fund specified in the previous Collective Bargaining Agreement between MCTF and Building Service Staff Union.

(b) This Section covers employees of the Employer who are covered by this Agreement. It expresses the understanding of the Employer and the Union concerning Employer contributions to the Health and Welfare Plan on behalf of such employees and their dependents.

(c) **Trust Fund.** All Employer contributions referred to in this Article shall be paid into the General Employees Trust Fund, at the address designated by the Trustees. It is understood that all questions concerning eligibility of employees for coverage, including the commencement and termination of coverage, shall be determined by the Trustees of said Trust Fund.

The Employer agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust (as amended) of the General Employees Trust Fund, and any plan documents or summary plan description thereof, as each of these may from time to time be amended by the Board of Trustees, and hereby acknowledges prior receipt of a copy thereof.

The Employer shall comply with all the provisions of the General Employees Trust Fund and shall maintain, furnish and make available for audit such data and records as the Trustees may require, as provided in the Agreement and Declaration of Trust of the General Employees Trust Fund.

An Employer which requests that an audit take place out of the jurisdictional area of this Agreement shall reimburse the Trust Fund for all additional costs incurred by the Fund Auditors to include travel and out of pocket expenses,

(d) Between the first (1st) and the twentieth (20th) day of each calendar month, the Employer shall submit to the Trust Fund, a list of eligible Full-Time Permanent employees, and of eligible Temporary and Part-Time employees as defined below. The Employer shall make the initial Health and Welfare premium payment for each Full-Time Permanent employee during his/her second (2nd) calendar month of employment. Commencement of actual coverage shall be based on the policies of the Trust Fund. Part-Time Permanent, Full-Time Temporary and Part-Time Temporary employees shall qualify for Health and Welfare benefits as specified below in Section 32.

All straight time worked hours (excluding overtime), and all paid, unworked hours such as holiday, sick leave, vacation, bereavement, or PTO shall be considered to be hours worked for the purpose of computing qualifying hours.

(e) The following Health and Welfare benefits shall apply to all eligible employees under this

Agreement.

The Employer shall contribute, effective for August 2022 hours, on behalf of each qualifying employee the amount of one thousand five hundred forty-four dollars and fifty-seven cents (\$1,544.57) per month to the General Employees Trust Fund to provide the following benefits under GETF Plan C9:

GETF COMPOSITE PLAN C9

Medical - choice of one:

Southern California: Kaiser Plan AI with Prescription Drug Benefit;
Northern California: Kaiser Plan S with Prescription Drug Benefit;
Indemnity Plan MP113: no maximum benefit

Dental – choice of one:

Delta Dental Plan MP124: \$5,000 annual maximum;
UHC Dental Plan.

Orthodontic

Delta Orthodontic Plan MP076: \$2,500 lifetime maximum

Prescription Solutions Plan "A": \$2 per prescription (for Indemnity
Participants)

Vision Service Plan

Life and Accidental Death & Dismemberment Insurance: \$20,000 benefit

To the extent that this Agreement changes Health and Welfare benefits, the effective date of any such change shall be subject to the rules of the General Employees Trust Fund.

(f) Until an employee has affirmatively enrolled in the Kaiser Benefit plan, they shall be covered under the default medical plan (Indemnity - Blue Cross) as specified by the Trust Fund rules.

(g) **Maintenance of Benefits.** It is agreed that the employee benefits established hereunder shall be maintained for the life of this Agreement, including pre impasse periods after the expiration of this Agreement. If the amount of contributions required by the Board of Trustees is modified during the term of this Agreement, including pre-impasse periods, then the Employer agrees to pay such modified amount of contributions as may be required in order to maintain the employees' benefits specific in this Article.

(h) The Employer agrees to comply with its obligations to make Health and Welfare payments pursuant to the Federal or California Medical Family Leave Act (FMLA) **or the California Family Rights Act (CFRA).**

(i) If any employee is eligible for benefits during any calendar month as described in Section 2 of this Article, but the Employer does not pay into the General Employees Trust Fund in order to provide benefits for such employee during this calendar month, the Employer shall be personally liable and fully responsible for all claims incurred by said employee during any resulting period of ineligibility.

The personal liability however does not in any way relieve the Employer of its responsibility to make payments under this Article.

SECTION 32. SALARY SCHEDULE AND CLASSIFICATIONS

The tables below represent minimum salary and wage schedules for the appropriate bargaining-unit classifications. Any pay rate not represented in the charts below shall be increased according to the corresponding annual percentage in the following charts:

The minimum hourly wage rates by classification and seniority step shall be as shown below.

(a) The Union understands that the Employer may not be able to provide step increases. However, the Employer recognizes that the funding structure of the organization places limitations on the Employee's economic advancement and is committed to attempting to implement such a wage structure.

(b) Hourly Wage Rates

<u>Classification and Step</u>	<u>Effective Date</u> <u>August 1, 2022</u>
Probationary / Entry Rate:	\$20.00
<u>Field Investigator I:</u>	
Step I	\$24.53
Step II	\$25.62
Step III	\$26.71
<u>Field Investigator II:</u>	
Step I	\$27.80
Step II	\$28.89
Step III	\$29.97
<u>Lead Field Investigator:</u>	
Step I	\$31.07
Step II	\$32.16
<u>Claim Advocate 1:</u>	
Step I	\$24.53
Step II	\$25.62
Step III	\$26.71

Claim Advocate II:

Step I	\$27.80
Step II	\$28.89
Step III	\$29.97

Case Manager:

Step I	\$31.07
Step II	\$32.16

(c) The Executive Director and Coordinator will assess if a staff member is in the correct classification at each annual evaluation. The staff member will be promoted if the assessment of the Executive Director and Coordinator so warrants. It is understood that lack of funding may justify a denial of salary increase but if there is mutual agreement the job advancement may proceed. If funding is available, and if the Employer fails to conduct timely evaluation, the job advancement and wage increase will proceed.

The union will reserve the right to request information if the Employer denies salary increases due to lack of funding.

Failure on the part of the Employer to evaluate an employee to evaluate an employee within three (3) months of the date when the employee's next salary step increase is due to take effect, the step increase shall be implemented automatically retroactive from such date

(d) Wages and Benefits of Part-Time and Temporary Employees**1. Temporary Employees (Full-Time and Part-Time)**

Temporary employees are employees hired for temporary projects, with duration of six (6) months or less. The six (6) month period may be extended by mutual consent between the Employer and the Union. Temporary positions are not intended to permanently replace or reduce the employment of permanent employees. Temporary employees must be told the length of their employment upon hire.

Hours worked by Part-Time Temporary employees shall be documented and reported to the Employer on time cards.

2. Part-Time Permanent Employees

Hours worked by Part-Time Permanent employees shall be documented and reported to the Employer on time cards.

3. Benefits for Temporary and Part-Time Employees**(i) Health and Welfare**

If a Full-Time Temporary employee is a member of the Local Union, on a Leave

of Absence from their employer, and qualifies for medical/dental insurance under the Local Union's contract with that employer, such medical/dental insurance shall be continued Part-Time employees (Permanent or Temporary) who work more than thirty (30) hours per week shall receive Health and Welfare benefits as specified in Section 31 of this Agreement as specified above.

For each Temporary and Part Time employee who qualifies for Health and Welfare benefits under this Agreement, the Employer shall make the initial premium payment during his/her third (3rd) calendar month of employment.

- (ii) **Pension**
Permanent Part Time employees receive Pension benefits as per Section 31 of this Agreement; Temporary employees (Full Time or Part Time) employees do not receive Pension benefits.
- (iii) **Holidays and Sick Leave**
Temporary Full Time employees receive Holidays and Sick Leave as per Sections 27 and 28 of this Agreement; Part Time employees (Temporary or permanent) receive Holidays and Sick Leave pro rated based on the number of hours they work per week, with forty (40) hours per week considered a full time schedule for the purpose of such prorating.
- (iv) **Automobile Allowance and Mileage**
Temporary Full Time employees who must use a car in their work receive Automobile Allowance as per Section 25 of this Agreement; Part Time employees (Temporary or permanent) who must use a car in their work receive Automobile Allowance pro-rated based on the number of hours they work per week, with forty (40) hours per week considered a full time schedule for the purpose of such prorating.
- (v) **Other Benefits**
Temporary Full Time employees receive all other benefits under this Agreement after three (3) months on the job; Part Time employees (Temporary or Permanent) receive all other benefits under this Agreement after three (3) months on the job, based on the number of hours they work per week, with forty (40) hours per week considered a full time schedule for the purpose of such prorating. Other benefits include: Compensation Time, Vacation, Childcare Fund, Jury Duty and Funeral Leave.

SECTION 33. TERM OF AGREEMENT.

This Agreement shall become effective as of August 1, 2022 and shall remain in effect until July 31, 2024 and shall continue to be negotiated each August after the MCA of the Local Union; provided, however, that each party reserves the right to give notice to the other at least sixty (60) days prior to July 31, 2024 of its desire to change or terminate said Agreement.

**FOR THE EMPLOYER:
MAINTENANCE COOPERATION TRUST FUND**

DocuSigned by:
By: Yardenna Aaron
CCDDD824AACF491...
Yardenna Aaron Date: 8/22/2022

DocuSigned by:
By: Denise Velasco
891BF4A2A27C4B0...
Denise Velasco Date: 8/22/2022

**FOR THE UNION:
BUILDING SERVICE STAFF UNION
CHAPTER OF THE PACIFIC NORTHWEST STAFF UNION**

DocuSigned by:
By: Beatriz Guillen
4EDD92E5778504FC...
Beatriz Guillen Date: 8/19/2022

DocuSigned by:
By: Victoria Marquez
9344B494A0C4425...
Victoria Marquez Date: 8/25/2022

DocuSigned by:
By: Maria del Rocio Gonzalez
681AE90BB18F4BB...
Maria del Rocio Gonzalez Date: 8/19/2022

APPENDIX A
LIST OF JOB DESCRIPTIONS

Staff Principles:

1. Exercise good judgment
2. Respect all team members and the organization
3. Act deliberately
4. Proactively address conflict with the purpose of understanding;
5. Take responsibility for behavior
6. Be environmentally conscious
7. Support and promote the policies and internal systems of the organization.

Field Investigator

Under the direction of the executive director, coordinator or lead, the field investigator performs tasks which may include one or more of the following: conduct labor law investigations of janitorial companies, develop worker education, public awareness (including enforcement agencies, elected officials and industry representatives), research companies involved in investigations, and other related duties as assigned.

Investigator I

This is an entry level category. Typical tasks and abilities include but are not limited to:

1. Comprehensive knowledge of basic laws;
2. Identify labor violations;
3. Conduct effective house visits;
4. In depth worker interviews;
5. Conduct blitz;
6. Conduct and assist in worker meetings;
7. Facilitate worker involvement & development;
8. Build productive relationships with workers;
9. Identify relevant information;
10. Organize case information effectively;
11. Reconstruct wages and hours;
12. Maintain various databases;
13. Efficient work planning;
14. Complete and follow workplan;
15. Ability to work productively in a team;
16. Communicate efficiently and professionally with the team;
17. Contributes to a harmonious & productive team environment;
18. Make research referrals;
19. Effective time management, ie. Be punctual, calendar appointments, etc;
20. Participates and responds to questions efficiently in case review.

Investigator II

In addition to performing all the tasks of Investigator I, an Investigator II must have the ability or potential to:

1. Develop outreach materials with lead supervision, including flyers and worker newsletters;
2. Develop and lead worker trainings;
3. Develop investigation strategies;
4. Coordinate blitz;
5. Develop meeting agendas;
6. Coordinate projects and staff;
7. Train colleagues and workers;
8. Participate in claim settlement negotiations;
9. Communicate effectively with enforcement agencies;
10. Communicate thoroughly in English & Spanish, both written and verbal.

Lead Investigator

In addition to performing all the tasks of Investigator I & II, a Lead Investigator must have the ability or potential to:

1. Coordinate the work of a team;
2. Train all staff on field investigation components;
3. Coordinate large investigations;
4. Facilitate effective communication with individual claim advocacy team;
5. Facilitate "first filing" meeting with agency representatives;
6. Act as chief negotiator in claim settlements;
7. Manage multiple projects at one time;
8. Develop and conduct staff trainings;
9. Thorough understanding of all work components;
10. Conduct individual staff meetings;
11. Assist in developing work plans;
12. Assist in developing industry reports;
13. Participate in Coordination Team (CORT).

APPENDIX B
WAGE AND HOUR DISPUTES

1. Introduction.

The Parties to this Agreement, including individual bargaining-unit employees and/or a group/class of bargaining-unit employees, agree to resolve on an individual basis solely and exclusively through the binding the arbitration process set forth in this Protocol any and all claims alleging violations of any wage and hour laws and/or meal and rest period laws, including but not limited to claims alleging a failure to pay the minimum wage, overtime pay, or vacation pay, alleging a failure to provide accurate wage statements, alleging a failure to pay premium wages and/or penalties for missed meal and/or rest breaks, alleging a failure to timely pay final wages, and/or alleging a violation of the federal Fair Labor Standards Act, the California Labor Code, any Wage Orders issued by the California Industrial Welfare Commission, or any similar local law, ordinance or policy (collectively "Covered Claims").

The Parties establish the following system of binding arbitration to be the sole and exclusive method of resolving all Covered Claims, whenever they arise. The Union and the Employer want those covered by this Agreement – and any attorneys representing employees – to be aware of this protocol, which makes mediation and arbitration the sole and exclusive method of resolving all Covered Claims applicable to bargaining-unit employees, even where the Union has declined to bring such Covered Claims to arbitration.

2. Arbitration

(a) With respect to those circumstances in which the Union has elected to pursue arbitration on behalf of an individual bargaining-unit employee or group/class of individual bargaining-unit employees' Covered Claims under this Article, such arbitration shall be conducted pursuant to the Grievance and Arbitration provisions of this Agreement. The arbitrator appointed to decide such claim(s) shall have the same authority as described in subsection (b) below.

(b) With respect to those circumstances in which the Union has declined to pursue arbitration on behalf of an individual bargaining-unit employee's or group/class of bargaining-unit employees' Covered Claims under this Article and the employee or employees are desirous of litigating the claim, the following arbitration process shall be followed exclusively. The arbitration process described herein will be available to employees who are represented by counsel and to those who are unrepresented by counsel, and shall constitute the exclusive method of resolving such disputes.

The Employer and employee's representative shall obtain from the American Arbitration Association ("AAA") a list of arbitrators who (1) are licensed attorneys, and (2) are qualified to decide wage and hour employment disputes. The arbitrator shall be selected according to the AAA National Rules for Employment Disputes ("AAA Rules'), unless otherwise agreed by the

parties. The fees of the arbitrator will be paid by the Employer, and any such arbitrations shall be conducted pursuant to the AAA Rules, except as expressly set forth herein, and any disputes about the manner of proceeding shall be decided by the arbitrator selected.

FOR THE EMPLOYER:
MAINTENANCE COOPERATION TRUST FUND

DocuSigned by:
By: *Yardenna Aaron*
CCDD024AACF491...
Yardenna Aaron Date: 8/22/2022

DocuSigned by:
By: *Denise Velasco*
891BFAA2A27C4B0...
Denise Velasco Date: 8/22/2022

FOR THE UNION:
BUILDING SERVICE STAFF UNION
CHAPTER OF THE PACIFIC NORTHWEST STAFF UNION

DocuSigned by:
By: *Beatriz Guillen*
45D02557B60AFC...
Beatriz Guillen Date: 8/19/2022

DocuSigned by:
By: *Victoria Marquez*
9344B494A0C4425...
Victoria Marquez Date: 8/25/2022

DocuSigned by:
By: *Maria del Rocio Gonzalez*
6814E90BD18F4BB...
Maria del Rocio Gonzalez Date: 8/19/2022

APPENDIX C
SEIU NATIONAL INDUSTRY PENSION FUND
NATIONAL INDUSTRY PENSION FUND APPENDIX FOR COLLECTIVE BARGAINING
AGREEMENTS BETWEEN EMPLOYERS AND SEIU LOCALS

Section 1. COVERAGE

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

Section 2. TERM

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

Section 3. CONTRIBUTIONS

(a)(1) The Employer agrees to contribute to the Fund the amounts referred to below per paid hour for all eligible employees.

(a) (2) See Section 30 of this Agreement for pension contributions for employees covered under this Agreement. The effective date of pension contributions under this Agreement shall be August 1, 2022 except where stated otherwise.

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

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

(d) Eligible employees shall be those who (1) work nineteen (19) or more hours per week and have been employed by the Employer for ninety (90) days or (2) casual or temporary employees that have worked 1000 hours within a twelve month period. Until contributions are required to be made on behalf of an employee pursuant to the terms of this provision, the employee shall not be deemed to be a covered employee working in covered employment within the meaning of the SEIU National Industry Pension Fund. Any employee who has completed the applicable probationary period stated above as of the effective date of the Collective Bargaining Agreement shall have contributions made on their behalf to the Fund beginning on the effective date of the Agreement without the necessity of meeting any additional eligibility requirement. For those employees who have not completed the applicable probationary period as of the effective date, the Employer shall begin to make contributions beginning with the month following the month during which the employee becomes an eligible employee.

Section 4. TRUST AGREEMENT

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

Section 5. COOPERATION

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

Section 6. APPROVAL BY TRUSTEES

The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

Section 7. MISCELLANEOUS

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

FOR THE EMPLOYER:

MAINTENANCE COOPERATION TRUST FUND

DocuSigned by:
By: Yardenna Aaron
CCDD0624AACF491... 8/22/2022
Yardenna Aaron Date: 8/22/2022
By: Denise Velasco
891BFAA2A27C4B0... 8/22/2022
Denise Velasco Date: 8/22/2022

FOR THE UNION:

BUILDING SERVICE STAFF UNION

CHARTER 051 THE PACIFIC NORTHWEST STAFF UNION
DocuSigned by:
By: Beatriz Guillen
4EDD2E5778504FC... 8/19/2022
Beatriz Guillen Date: 8/19/2022
By: Victoria Marquez
9344B494AUC4425... 8/25/2022
Victoria Marquez Date: 8/25/2022
By: Maria del Rocio Gonzalez
681AE90BB18F4BB... 8/19/2022
Maria del Rocio Gonzalez Date: 8/19/2022