

COLLECTIVE BARGAINING AGREEMENT

by and between

MINNEAPOLIS-ST. PAUL WINDOW CLEANERS ASSOCIATION

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 26, CTW-CLC

Term of Agreement

April 28, 2008

to

January 31, 2010

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AGREEMENT

This Agreement is made and entered into as of the 28th day of April, 2008 by and between the companies comprising the Minneapolis-St. Paul Window Cleaners Association, the names of which are listed at Appendix I, (hereinafter individually called the "Company") and the Service Employees International Union Local 26, CTW-CLC (hereinafter called the "Union").

WITNESSED

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 International Union Local 26, an affiliate of the CTW-CLC and have chosen said Union to bargain collectively in their behalf for wages, hours of employment and working conditions.

NOW THEREFORE, for the purpose of carrying out the intentions of the parties, it is mutually agreed as follows:

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
- 1.2 Members who work primarily in the seven (7) county Metropolitan Area, but occasionally work outside the territorial jurisdiction are nonetheless covered by the terms of this Agreement while on assignment.

ARTICLE 2: RECOGNITION

- 2.1 The Company recognizes the Union as the exclusive bargaining agent for its employees engaged in the window cleaning industry, wherever employed in the covered territory, performing window cleaning services, 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 employees of window 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 I, 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 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 All new employees shall join the Union within thirty (30) days after their employment and shall be required, as a condition of employment, to continue their membership during the life of this Agreement.
- 3.3 **Dues Check-Off:**
 - a. **Dues Withholding:** The Company agrees to withhold from Wages of each employee working over twenty-four (24) hours in any calendar month, and pay to the Union, all and dues required by the Union. The Company will deduct such dues and 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 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 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 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, court costs and reasonable attorneys' fees incurred by the Union in collecting said dues.

- 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 thirty-30 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. Upon written notice to the Union (with a copy to the affected employee), the Company may extend the probationary period for an additional sixty-60 days.

- 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 any 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.
- 4.3 The Company agrees that in the event an issue or inquiry arises involving documentation of immigration status or employment eligibility of a non-probationary employee, the Company shall promptly notify the employee in writing and forward a copy of such notification to the Union.

In the event of the passage of federal immigration reform, the Union and the Company agree to meet and confer on issues that may surface affecting terms and conditions of employment. It is expressly agreed that this provision shall not constitute a re-opener of this agreement. The agreement in its entirety shall remain in full force and unchanged.

ARTICLE 5: PICKET 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 **Journeyman Window Cleaner (Category A):** Regularly scheduled employees of over 29 hours per week, who are proficient with all aspects of window cleaning including, but not limited to: ladders, high and low route work, belt, chair, swingstage, acid, all applicable safety requirements and rigging: one who has completed apprenticeship program.
- 7.2 **Working Supervisors (Category B):** Any individual so designated by Company, need not have union affiliation. Each company shall be allowed one (1) such supervisor for up to the first eight (8) window cleaners and one (1) for each eight (8) thereafter.
- 7.3 **Apprentice Window Cleaner (Category C):** Any other window cleaner. Apprentice Program as follows:
- a. During the first 180 days of work the Apprentice should be trained to route work, walk-ups, short pole work, construction window cleaning, step and sectional ladders, and hard water removal.
 - b. During the second 180 days of work the Apprentice should be trained in extension ladder work, monster pole work and push-around lift.
 - c. During the third 180 days the apprentice should be trained in swingstage work, chair work, and acid work, if available.

- d. An apprentice must be given the opportunity to learn all phases of the trade in order to make it possible for them to qualify for Journeyman pay after twenty-four months, unless the employee is not capable, able, or is unwilling to work in all phases of the window cleaning industry. This means that the employee must be able to perform all various types of window cleaning work which the Employer may call upon them to do.

ARTICLE 8: WAGES

- 8.1 **Wages:** Wages during the term of this Agreement shall be paid as set forth in Appendix II, 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, and the suburban areas of the seven (7) county Metropolitan Area.
- 8.2 **Pensions:** The Companies who are signatories to this Agreement shall contribute \$0.85 per paid hour for all employees covered by this Agreement who have completed twelve (12) months of employment, as set forth in Appendix IV. Effective January 1, 2009, the Companies' contribution shall be \$1.00 per paid hour.
- 8.3 **Per Diem:** For out of town work that requires an overnight stay, a per diem of \$30.00 per day of travel.
- 8.4 **Snow Removal:** Shovel work shall be paid at low work pay. Snow removal with equipment shall be paid at high work pay.

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. Holidays will be considered time worked when calculating actual hours worked.

ARTICLE 10: HOLIDAYS

- 10.1 **Celebrated Holidays:** 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 overtime rate, provided that the employees concerned work on the day before and the day after the holiday, and that the employees who received the 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	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	
- 10.2 **Birthday Holiday:** In addition to the holidays specified in 10.1, covered employees shall also receive, as a paid holiday, any day of the week in which an employee's birthday falls, which day shall be determined by mutual agreement between the employee and the Company.

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:

- a. All vacation is based on continuous employment. Vacation is calculated and accrued on a calendar year.
- b. 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.

<u>Starting Date</u>	<u>Vacation Entitlement After Anniversary Date</u>
January 2 through March 31	5 days
April 1 through July 31	4 days
August 1 through October 31	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.

- c. **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 January's, shall receive two (2) weeks of vacation pay. Example: Person employed July 2, 1998 would be eligible for 10 days of vacation on January 1, 2000.
- d. **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.
- e. **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.
- f. **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, 2019.

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.

ARTICLE 12: LEAVES OF ABSENCE

- 12.1 **Sick Days:** The Company will allow one (1) paid sick day per year for employees with three (3) or more years of service and two (2) paid sick days per year for employees with five (5) or more years of service.
- 12.2 **Bereavement Leave:** All regular employees will be allowed a period of up to five (5) days off with pay to mourn the death and/or 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 a 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 brothers/sisters-in-law. In the case of a funeral outside the Continental United States, upon submission of satisfactory documentary evidence, an employee shall not be unreasonably denied up to no more than two (2) calendar weeks of unpaid funeral leave.
- 12.3 **Union Leave:** Upon at least five (5) business days of advance notice, not more than one(1) employee of a company at a time shall be granted up to four (4) weeks unpaid leave in any consecutive twelve (12) month period for union business, extendable by mutual agreement. Following such leave, the employee shall be entitled to be reinstated to his/her former or an equivalent position with the same rate of pay. The union will reimburse the company for all wages, benefits and accruals during that leave. Elected officers of the union, bargaining committee members, and Union stewards, shall be granted, with ten (10) business days advance notice, unpaid time off to attend meetings and conduct union business. Employees on union leave cannot be in company uniform unless prior approval is obtained from the company.
- 12.4 **Legislative Work:** Upon at least five (5) days of advance notice, not more than one (1) employee of a company shall be granted one day of unpaid leave to participate in municipal, state, or federal lobbying activities aimed at improving standards in the window cleaning industry. If the legislation being advocated is jointly developed and agreed to by the company and the union, the company and the union shall share 50% of the cost for the lost time.
- 12.5 **Personal Leave:** a leave of absence is a period of time away from work for reasons other than illness or disability for greater than 3 days. The employer shall not unreasonably withhold the granting of a personal leave of absence submitted in writing. 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. The unpaid portion of the personal leave of absence will commence after all vacation entitlement of the employee has been exhausted.
- 12.6 **Jury Duty:** The Company will allow full-time employees paid time to serve on a jury. An employee must within one (1) working day of receipt of a summons for jury duty notify

his/her manager of the dates 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.

ARTICLE 13: HEALTH INSURANCE

- 13.1 Effective July 1st, 2008, the Company shall have the option of providing full-time employees either of the following plans:
 - a. The SEIU HCAT Minnesota Windows Single and Family Plans, or
 - b. A company health and welfare plan offering comparable coverage as provided by the SEIU HCAT plans. However, it is expressly agreed and understood that such coverage is not to be interpreted or in any way construed as meaning equal or exact.

- 13.2 If the Company opts to provide their own healthcare plan, such plan must meet the following characteristics that the SEIU HCAT plans can provide:
 - a. Three months before renewal dates, the Company and the Union shall meet and confer to determine the process for determining comparability of the SEIU HCAT plan with the company plan given the new contribution rates.
 - b. The Company shall make available to the Union, upon request, information that would normally be available under a Taft-Hartley plan.
 - c. It is expressly agreed and understood that all provisions of the Agreement will remain in full force and effect and are unimpaired by any such meetings.

13.3 The maximum monthly cost of the health insurance to the employee shall be:

Effective	Employee Only	Employee + Full Family
7-1-2008	\$25	\$400
1-1-2009	\$25	\$400

13.4 The employer shall be responsible for the remaining premium costs provided that the total plan premium (employee and employer co-premiums together) will not increase by more than 10% in 2009. Annual premium increases greater than listed above will be cause to restructure the plan to limit increase to no greater than above.

13.5 **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, state, or local health plan being approved by the government.
- 13.6 **Disability Benefits:** \$325.00 per week for a maximum of thirteen (13) 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 (5th) day of disability due to sickness or the first (1st) day of hospitalization, whichever comes earliest.
- 13.7 **Term Life Insurance:** After six (6) months of full-time employment, the Company shall provide Company-paid term life insurance on each employee for the amount of \$20,000.00.

ARTICLE 14: SENIORITY

- 14.1 **Seniority:** Employees shall accumulate seniority effective the first day of their employment, providing, however, in the event of a break in employment, the employee's seniority commences as of his/her most recent employment. For the purpose of this 14.1, "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 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. Journeymen shall have first choice to work extra or overtime hours. When the Company has at least 24 hours notice, all overtime and extra hours shall be posted for all interested employees to sign up at the shop. The Company shall be the judge as to all factors other than seniority. Journeymen will have seniority to all work first, provided the Journeymen are qualified to perform specific duties of the job as determined by Management.
- 14.2 **Laid Off Employees:** An employee who has been laid off shall be given at least two (2) working days 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.
- a. In the event any employee is not thereupon placed in a comparable job with the Company, they shall be deemed laid off 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) month period, they shall retain their 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 non-union contractors 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 15: CONTRACTING NEW ESTABLISHMENTS

- 15.1 **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 own employees who are covered by an agreement with the Union.
- 15.2 **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 obligations to the Union member employed by the customer or all previously "protected" employees who were formerly employed by the customer or contractor to provide employment in the same or any other building with no reduction of pay or other benefits

ARTICLE 16: OTHER AGREEMENTS

- 16.1 **"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.
- 16.2 **Timeline.** It is understood that the Union and any newly organized employer may bargain a different rate of wages and benefits than provided for in this Collective Bargaining Agreement and may pay such wages and benefits for a maximum of 24 months from the date the newly organized Company recognizes the Union as exclusive bargaining representative of its employees.
- 16.3 **Information:** The newly organized Company shall provide the Union with a list of employees and all locations where the Company employs employees in the territorial jurisdiction covered by this Agreement within ten (10) working days of becoming organized. The list shall include the names, address, wage rate, benefits and date of hire of each employee.
- 16.4 **Bidding on work within 24 months of becoming organized.** If the newly organized Company desires to submit a bid to perform work at a building being serviced by a contractor not a party to a collective bargaining agreement with the union which would cover work within the scope of this Agreement, it is agreed that the newly organized Company will not be required to pay the wage levels and fringe benefits called for in this Agreement to such employees within the time frame established in section 16.2. However with respect to a bid where another union contractor has a contract or is also bidding on the work, the newly organized Company must pay the employees a prevailing wage rate or provide economic terms which are equal to or greater than those contained in this contract.

ARTICLE 17: GOVERNMENT CONTRACTS

- 17.1 **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 such an 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 18: MANAGEMENT RIGHTS

- 18.1 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 19: GENERAL

- 19.1 **Furnishing of Equipment:** No employee shall be required to furnish any equipment to perform his/her duties, unless herein provided. The Company also agrees to provide rigging gloves and rubber gloves for cold weather work.
- 19.2 **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.
- 19.3 **Paydays** are to be every two weeks, and paid on Fridays. Companies who are not currently on a biweekly pay schedule must comply within one year or penalties will result.
- 19.4 **Job Stewards:** It is agreed that the Union may establish Job Stewards where needed. The Company agrees not to discriminate against Job Stewards, however, Job Stewards are subject to the same rules, regulations and working conditions as apply to all other employees.
- 19.5 **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.
- 19.6 **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.
- 19.7 **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 19.6 and such proceedings or suit concerns willful and substantial alleged violations of the wage and benefit provisions, of this Agreement, the following shall pertain:
- 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 I (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 lawsuit 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.

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

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

19.10 All employees must work up to twelve (12) Saturdays per year if notice is posted in the shop 48 hours in advance. No employee will be required to work more than two Saturdays in a row. Time and one-half will be paid if the employee has 40 hours credit for the week prior to the Saturday work.

19.11 Sunday work will be only voluntary.

19.12 The employer will pay for not more than one parking ticket per week. The employee must turn in to the employer all parking tickets on the same day they are received. If he/she does not, the ticket becomes that person's responsibility to pay. In such case, the ticket will be considered as one received during that week. Upon receiving the receipts for parking, the employer will pay for meter parking and private parking, as designated by the employer. Parking tickets issued for handicap parking or major unauthorized parking zones will be the responsibility of the employee. All moving violations shall be paid for by the employee.

19.13 **Reporting Pay:** If an employee is not required to work the following day, he shall be so notified the previous day before ceasing his employ. If any employee reports for work without being informed the previous day that his services are not required the following

day, then, in that event, said employee shall receive two (2) hours wages if said day is suitable for work.

ARTICLE 20: SAFETY

- 20.1 **Safety & Training Joint Committee:** The Company and the Union share a concern for the personal safety of the employees and regulation of the window cleaning industry. Accordingly, a Joint Committee on Safety is established consisting of one (1) member from the Union and one (1) management and one (1) union member from each Union Company. Such Joint Committee will work in cooperation with appropriate City, County, State, and Federal agencies in an effort to improve the safety and regulation of the employees and the Companies, in an effort to improve the Window Cleaning Industry.
- 20.2 **Licensure:** The Union and the Company agree to jointly develop a proposal for municipal and/or state licensure and to standardize and improve training in the industry.
- 20.3 **OSHA:** The Companies will abide by all federal and state OSHA standards and regulations.
- 20.4 Ladder work shall have two workers for any height over 32 feet.
- 20.5 A journeyman must at all times accompany apprentices who are on their first 180 days of stage or chair work.
- 20.6 No high work may be done without a crew phone or radio supplied by the company.

ARTICLE 21: SAVINGS 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: STATE AND FEDERAL LAWS

- 22.1 **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 the 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.
- 22.2 **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 the 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 23: GRIEVANCE PROCEDURE

23.1 **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 provisions of this Agreement.

23.2 **Grievance Steps:**

- a. An aggrieved employee or employees must present all grievances (other than a grievance relating to discharge) to the Company within ten (10) 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 decisions 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:

The Union shall immediately request the Federal Mediation Service to furnish a panel of seven (7) arbitrators from which the parties shall alternately 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.

23.3 **Grievance of 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.

23.4 **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.

23.5 **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 operations 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.

23.6 **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 24: TERM OF AGREEMENT

24.1 This Agreement shall be in full force and effect from April 28, 2008 to and including January 31, 2010 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 January 31, 2010 or January 31st of any year thereafter, in which terminations or amendments are requested.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed in behalf of the parties this 28th day of April, 2008.

COMPANY:

UNION:

APPENDIX I: SIGNATORIES

Part of Agreement for period ending January 31, 2010 by and between SEIU Local 26 and the Minneapolis-St. Paul Service Window Cleaners Association.

Companies Comprising the Minneapolis-St. Paul Window Cleaners Association who are Signatory to the Agreement:

1. Marsden Building Maintenance, L.L.C.
2. Columbia Building Services
3. Managed Services, Inc.

APPENDIX II: WAGES

Part of the Agreement by and between SEIU Local26 and the Minneapolis-St. Paul Window Cleaners Association as identified in Appendix I for period ending January 31, 2010.

<u>CLASSIFICATION</u>	<u>4/28/2008</u>	<u>1/1/2009</u>
Category A – Journeyman Window Cleaners:	\$18.75	\$19.20
Category B – Working Supervisor:	Not covered by this Agreement	
Category C – Apprentice Window Cleaners:		
First 180 days	\$13.00	\$13.00
Second 180 days	\$13.50	\$13.50
Third 180 days	\$14.00	\$14.00
Fourth 180 days	\$14.50	\$14.50

All Journeymen shall receive a minimum across the board increase of \$0.70 on 4/28/2008 and \$0.45 on 1/1/2009.

Premium Pay: Any employee doing swingstage work, chair work, belt work, acid work or ladder work required for 24' and above shall receive the following sum above scale: \$1.00.

Snow Removal: Shovel work shall be paid at low work pay. Snow removal with equipment shall be paid at high work pay.

APPENDIX III: COMPANY PROPERTY

Part of the Agreement by and between SEIU Local 26 and the Minneapolis-St. Paul Window Cleaners Association as Identified in Appendix I for period ending January 31, 2010.

An employee who separates from the Company who has been entrusted with any Company property must return all such property to the Company upon separation. Company property includes, but is not limited to keys, badges, uniforms, pagers, and other Company 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 lesser of \$450.00 or his/her final pay check as liquidated damages.

*The addendum will be reviewed annually by both SEIU Local 26 and the Minneapolis-St. Paul window Cleaners Association.

APPENDIX IV: SEIU PENSION

Part of the Agreement by and between SEIU Local 26 and the Minneapolis-St. Paul Window Cleaners Association as Identified in Appendix I for period ending January 31, 2010.

Section 1: COVERAGE

The window cleaning companies agree 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 (hereinafter, "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. Commencing January 1, 2009, the employer shall contribute to the Fund in the amount of \$1.00 per paid hour for all eligible employees covered by the Collective Bargaining Agreement.
- 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 on or before such other date as the Trustees may hereafter determine.
- c. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.
- d. Notwithstanding any other provision of the Agreement or this Appendix thereto, eligible employees shall be those who have completed twelve months of employment. Contributions shall be made on behalf of all employees in the bargaining unit who have completed twelve months of employment irrespective of the number of hours worked in a week. 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.

Section 4: TRUST AGREEMENT

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

Section 5: COOPERATION

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