


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	1
2. Amendment/Modification Number		3. Effective Date		4. Requisition/Purchase Request No.	
GF-2012-B-0050-001		October 3, 2012			
6. Issued By:			7. Administered By (If other than line 6)		
University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Washington, DC 20008			University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Washington, DC 20008		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)				(X) 9A. Amendment of Solicitation No.	
				GF-2012-B-0050	
				9B. Dated (See Item 11)	
				September 14, 2012	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code		Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority)					
The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
Solicitation No. GF-2012-B-0050 for Janitorial Services is hereby amended as follows:					
<ol style="list-style-type: none"> 1) Section L.2.1 Preparation and Submission of Bids, Delete A.3 and Replace with A.9. 2) Pre-Bid Conference Sign-in Sheet (Attachment A). 3) Questions and Answers (Attachment B). 4) Collective Bargaining Agreement for the period May 15, 2009 through May 14, 2012, expired (Attachment C). 5) Stipulation to extend the CBA Agreement through May 14, 2013 (Attachment D). 6) Collective Bargaining Agreement to become effective May 15, 2013 through May 14, 2016 (Attachment E). 7) Projected award date for this procurement is no later than December 31, 2012. 8) All other Terms and Conditions remain unchanged. 					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer		
			Sherry Jones-Quashie		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
					10/3/12
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

Attachment A
Pre-Bid Conference Sign-in Sheet

SOLICITATION NO.: GF-2012-B-0050

Janitorial Services

Tuesday, September 25, 2012 - 11:30 AM - Building 39, Third Floor, Large Board Room

PRE-PROPOSAL CONFERENCE SIGN-IN SHEET

PLEASE PRINT

NO	NAME	COMPANY	TELEPHONE NO.	EMAIL ADDRESS
1	JANET CONCEPCION	UDC	(202) 274-6914	janet.concepcion@udc.edu
2	Patrice Ligger	UDC	202-274-6421	patrice.ligger@udc.edu
3	Robert Pozur	UDC RWO	202 588-5088	robert.pozur@udc.edu
4	Alvin D Venson	UDC	202-274-6131	avenson@udc.edu
5	John Bellingar	Trinity	202-677-0242	
6	AMANIEL YERGEN	Trinity	202-570-5393	
7	Andy Belachew	UDC	202 274-5338	abelachew@udc.edu
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SOLICITATION NO.: GF-2012-B-0050

Janitorial Services
Tuesday, September 25, 2012 – 11:30 AM – Building 39, Third Floor, Large Board Room

PRE-PROPOSAL CONFERENCE SIGN-IN SHEET

PLEASE PRINT

NO	NAME	COMPANY	TELEPHONE NO.	EMAIL ADDRESS
16	Patrick McRae	Trinity II Corp	202 621-8212	Pwim827@yahoo.com
17	Wilbur Colas	Acquisition Solutions	301-717-3172	wilburcolas@aol.com
18	Fred Woodward	RWD Consulting LLC	202-215-6862	FRWoodward@RWDConsultingLLC.com
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Attachment B
Questions and Answers

**GF-2012-B-0050 - JANITORIAL SERVICES
ATTACHMENT B
QUESTIONS & ANSWERS**

- 1) **QUESTION – Will your office provide a copy of the current CBA between the union and the current service provider?**

ANSWER – Documents attached.

- 2) **Will the current CBA be incorporated in the current solicitation?**

ANSWER – Yes. Please see Attachments C, D and E.

- 3) **QUESTION – Where’s Section A of the solicitation?**

ANSWER – Section A is the Solicitation/Offer and Award Page.

- 4) **QUESTION – Do we need to submit proposal?**

ANSWER – No. This is a Competitive Sealed Bid.

- 5) **QUESTION - Under Section L.2.1 Preparation and Submission of Bids it states: Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked: “Bid in Response to Solicitation No. GF-2012-B-0050; however, there is no Section A.3 in the solicitation, please clarify.**

ANSWER – The statement L.2.1 is corrected in this amendment. Section L.2.1 should read “Each bid shall be submitted as specified in Section A.9 in a sealed envelope conspicuously marked: “Bid in Response to Solicitation No. GF-2012-B-0050”.

Attachment C
Collective Bargaining Agreement for
the period
May 15, 2009 through May 14, 2012

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ, DISTRICT
82

AND

MOTIR SERVICES, INC

START: MAY 15, 2009

EXPIRATION: MAY 14, 2012

LOCATION: UNIVERSITY OF THE DISTRICT OF COLUMBIA
WASHINGTON DC

AGREEMENT

This Agreement, dated as of May 15, 2009 by and between Service Employees International Union, Local 32BJ, District 82 hereinafter called the "Union" and Motir Services Inc., hereinafter called the "Employer".

**ARTICLE 1
RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for all its hourly paid janitors, porters and maintenance employees excluding supervisors, clerical or guards employed at the University of the District of Columbia in Washington DC.

**ARTICLE 2
WAGES**

SECTION 1. The hourly wages for all employees covered by this Agreement shall be as listed below:

Job Classification	5/1/09	5/1/10	5/1/11
Janitor	\$12.64	\$13.21	\$13.81
Porters	\$12.64	\$13.21	\$13.81
Floor Maintenance Person	\$12.91	\$13.49	\$14.09

Employees working on the third shift shall be paid a differential of \$.20/hr.

SECTION 2. Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit currently enjoyed by the employees at the time they are recognized under this Agreement.

SECTION 3. The Employer agrees to correct any payroll error within 5 days of the day the employee reports the error if the error is caused by the Employer. If the error is not caused by the Employer, the error will be investigated promptly and the correction will be made in the next payroll check after the conclusion of the investigation.

SECTION 4. All employees covered by this Agreement shall not be paid nor have any claim for compensation unless they have worked at the University of the District of Columbia when that facility has been made unavailable to the contractor for whatever reason by the contracting authority.

ARTICLE 3 HOURS OF WORK

SECTION 1. All work performed in excess of forty (40) hours in any workweek by employees shall be considered overtime and shall be compensated for at the rate of time and one-half of the wage rate set forth in Article 2 for such job.

SECTION 2. There will be a six (6) minute grace period for employees to report at the start of a shift. Employees will not lose any pay for reporting after their shift starts but before the end of the six (6) minute grace period, and employees will not be disciplined for lateness for reporting before the end of the grace period. However, employees may be disciplined for lateness and lose pay if the employee reports more than twice per pay period after the end of the grace period to the extent consistent with applicable law.

SECTION 3. No employees shall work overtime without the express prior written approval of Employer. Employees shall request approval from the Employer before performing any work in excess of their scheduled hours. Any employee who works overtime without the express prior written approval of Employer will not be entitled to be paid for the time worked to the extent consistent with applicable law. If and when overtime and extra hours are available, the Employer shall advise the employees of the type of work needed to be performed. Overtime and extra hours shall be offered to all employees qualified to perform the work for which overtime or extra hours are needed on a rotating basis by seniority. If overtime and extra hours' requirements cannot be met on a voluntary basis, they shall be assigned in order of reverse seniority. If the Employer believes that an employee volunteering or assigned to perform the work is not qualified to do so, the Employer shall not be required to offer or assign the work to such employee. In such cases, the Employer shall notify the Union in writing of the location and date of the overtime or extra hours, the employee involved, and the reason why the employee was not qualified to perform the work. There shall be no pyramiding of overtime.

SECTION 4. Any employee called in to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours pay.

ARTICLE 4 HEALTH AND WELFARE

SECTION 1. The employer agrees to provide all employees covered by this Agreement with Health and Welfare benefits to be paid directly to the employees as part of the regular payroll. The employer shall contribute the rates (per paid hour per employee to a maximum of 40 hours per week and 2080 per year) listed below. Part-time employees shall receive a proportionate amount of Health and Welfare payments:

Effective:	5/1/09	5/1/10	5/1/11	
	\$3.71	\$3.82	\$3.93	3.71 4.04

ALL EMPLOYEES WILL RECEIVE THE HEALTH INSURANCE CONTRIBUTION PAID DIRECTLY TO THEM AS PART OF SALARY.

SECTION 2. In the event of the adoption of a national health care program during the term of this Agreement, either party may re-open the Agreement upon sixty (60) days' written notice and request renegotiation of the provisions of the Agreement directly affected by such action.

SECTION 4. In the event of the adoption of a national health care program during the term of this Agreement, either party may re-open the Agreement upon sixty (60) days' written notice and request renegotiation of the provisions of the Agreement directly affected by such action.

ARTICLE 5 PAID HOLIDAY

SECTION 1. The Employer shall grant to all employees the following holidays off with pay:

New Year's Day	Labor Day
Martin L. King's Birthday	Columbus Day
Inauguration Day	Veteran's Day
George Washington Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Full-time employees will receive a full-day of pay up to a maximum of eight (8) hours. Part-time employees, if regularly scheduled for a certain number of hours per day, shall receive those hours on a holiday. For example, a part time employee who works 4 hours per day shall be entitled to a 4 hours of holiday pay on a holiday. In the event there is a part-time employee who does not work regularly scheduled hours, such part-time employee shall receive a pro-rata amount of holiday pay based on the number of hours worked in the previous week.

The Employer agrees to grant all future holidays declared by the United States Congress or by Executive Order or Proclamation.

SECTION 2. An employee required to work on any one of the holidays listed above shall be paid at the rate of double time, except for weekend or holiday fill-in employees.

SECTION 3. When a legal holiday covered by this Agreement falls on an employee's day off from his/her regularly scheduled shift, it shall be compensated for a straight time hourly rate of pay or in lieu thereof, the employee shall receive a day off with pay within a period two weeks before or after such holiday.

SECTION 4. In order to be eligible for holiday pay, an employee must work on the workday before and after the holiday unless he/she is on excused absence.

ARTICLE 6 VACATIONS

SECTION 1. Upon completion of one (1) year of continuous service, all employees shall receive two (2) weeks of paid vacation. Upon completion of three (3) years of continuous service, all employees shall receive three (3) weeks of paid vacation. Upon completion of five (5) years of continuous service, all employees shall receive four (4) weeks of paid vacation.

Full-time employees will receive a full-day of pay up to a maximum of eight (8) hours for a vacation day. Part-time employees, if regularly scheduled for a certain number of hours per day, shall receive those hours as vacation pay. For example, a part time employee who works 20 hours/week shall be entitled to a 20 hour week vacation after completion six months of continuous service. In the event there is a part-time employee who does not work regularly scheduled hours, such part-time employee shall receive a pro-rata amount of vacation pay based on the number of hours worked in the previous anniversary year.

SECTION 2. It is agreed that the employee's vacation shall be paid at the current rate of pay.

SECTION 3. When a holiday occurs during the employee's vacation, the employee shall be entitled to take an extra day of vacation or at the option of the Employer be paid for one.

SECTION 4. Vacation time may be carried over into subsequent years to a maximum of (5) weeks (i.e., no employee shall have more than five weeks of vacation on the Employer's books at any time). An employee's request for vacation leave shall not be unreasonably denied.

SECTION 5. The Employer agrees that all employees shall be paid for all accrued but unused vacation upon separation.

SECTION 6. The employee may use vacation leave in increments of less than one week for purposes of a personal emergency or extended sick leave. Vacation time can only be used for extended sick leave provided the employee has used up his/her

accrued sick leave and provided he/she provides a doctors excuse when requested by the Employer.

SECTION 7. The Employer may limit the number of employees on vacation at any one time. If more than one employee requests to take vacation during the same period and letting all of the employees take vacation would disrupt or interfere with the conduct of the Employer's business, the most senior employees will be permitted to take that period as vacation. Other employees will be scheduled at the next mutually convenient time.

ARTICLE 7 LENGTH OF SERVICE

SECTION 1. The employee's length of service shall be computed from the date on which he/she is hired by the Employer or date of employment in the building, whichever is longer. Seniority within job classification shall be the sole factor in determining the employees layoff and recall order. The job classifications shall be Janitor and Floor Maintenance Person. One Shop Steward per shift shall have super seniority for the purposes of layoff and recall.

SECTION 2. New employees shall be on probation until the completion of ninety (90) days of service from their date of hire. During this probationary period, such employees shall be considered as being on trial subject to immediate dismissal at any time at the sole discretion of the Employer. Discharge or discipline during the probationary period shall not be subject to the grievance procedure provided herein. Upon completion of the ninety-day probationary period, employees shall enjoy seniority status from their date of hire.

SECTION 3. Continuous length of service shall be broken if any of the following occur; (1) resignation; (2) discharge for cause; (3) period of layoff exceeding six (6) months; (4) failure to respond to a notice of recall within the timeline set forth in Article 14; or (5) a leave of absence of longer than 6 months.

ARTICLE 8 SICK LEAVE AND ASSLA LEAVE

SECTION 1. All employees covered by this Agreement shall be granted 12 paid sick days a year and will be eligible to use accrued leave after one month of employment. Each paid sick day will be equal to the number of hours worked every day by the employee. Employees may use up to seven (7) days of paid sick leave per calendar year for the purposes set forth in the D.C. Accrued Sick and Safe Leave Act of 2008 ("ASSLA") under the terms and conditions set forth therein.

SECTION 2. All employees must give two hours notice before the beginning of the shift in order to claim sick leave benefits. In all cases of illness of three (3) consecutive working days or more, a physician's certificate or other acceptable evidence of disability shall be submitted by an employee as a claim for sick leave benefits.

SECTION 3. Sick leave must either be used in a given year or it is lost, except that employees may carry over unused sick leave to the extent permitted under ASSLA.

ARTICLE 9
UNION SECURITY AND CHECK-OFF

SECTION 1. Employees covered by this Agreement shall be required as a condition of employment to become and remain members of the Union within thirty one (31) days after the effective date of this Agreement or within thirty one (31) days after their employment whichever is later. The requirement of membership under this section is satisfied with the payment of the financial obligation of the Union initiation fees and periodic dues uniformly imposed.

SECTION 2. The Employer shall notify the Shop Steward within forty-eight (48) hours of the name, address, and position of new or additional employees hired at the University of the District of Columbia.

SECTION 3. The Employer shall check off initiation fees monthly dues, agency fees from the first paycheck of each month on the basis of individually signed voluntary authorization forms, pursuant to applicable law and remit to the Union by the end of the month in which they were deducted from the employee and shall deduct ADF contributions as authorized. The Union will send the Employer an invoice each month indicating the amount due for each employee. The Employer shall return a copy of this list or send a list to the Union of all employees for whom dues were deducted.

SECTION 4. The Employer agrees to provide all new employees with a Check-off Authorization Form as provided by the Union on the date of employment. A copy of the card shall be sent to the Union with the monthly Check-off.

SECTION 5. The Union agrees to hold the Employer harmless and indemnify the Employer against any and all claims, liability or fault arising out of the Employer's compliance with this Article.

ARTICLE 10
FUNERAL LEAVE

SECTION 1. All employees shall be granted a maximum of three (3) days of leave with pay in the event of the death of a spouse, father, mother, son, daughter, brother, sister, legal guardian, grandparents, grandchildren, step-parents and step-children and foster parents. The Employer may request proof of death or funeral certificate.

SECTION 2. If the funeral in the above referenced paragraph is over one hundred (100) miles from the metropolitan area of the District of Columbia, the employee will be permitted two (2) additional days off without pay. If the funeral is outside of

the United States, the employee may apply for extended leave, without pay, of up to four weeks.

ARTICLE 11
DISCHARGE AND DISCIPLINE

SECTION 1. It is agreed that each party shall treat the other with mutual respect and dignity and that the Employer shall only discharge or discipline employees for just cause. The discipline shall be corrective and progressive in nature. Notwithstanding the foregoing, the parties agree that there are certain violations of misconduct for which immediate suspension or termination can be appropriate. Cause for immediate discharge or suspension shall include, but not be limited to, excessive absenteeism or tardiness; misrepresentation on an employee's application; possession of alcoholic beverages or drunkenness on the premises, or drinking of alcoholic beverages during lunch or break time; willful destruction of property; possession or use of narcotics; punching other employee's timecards or falsifying his/her own timecard or the timecards of another employee; dishonesty; participating in or promoting an unauthorized work stoppage or a slowdown; physically assaulting (including punching or slapping) or threatening another individual; recklessness or gross neglect while on duty; insubordination; stealing or committing any other illegal acts; refusal to carry out a supervisor's instructions; misuse or abuse of the Employer's equipment; conviction of any crime involving moral turpitude; falsifying records or reports; unauthorized absence from assigned work area; gambling on the Employer's premises; or sleeping while on duty. Discipline must be given in writing within five (5) working days of the Employer's knowledge of the offense, and the Company and the Union shall cooperate in investigating the matter. Copies of all warning or disciplinary notices will be given to the employee and the Union within three (3) working days of the issuance.

SECTION 2. A Shop Steward shall be present at all disciplinary and/or investigatory meetings, which the employee reasonably believes might lead to discipline, if the employee requests such person to be present.

ARTICLE 12
GRIEVANCE AND ARBITRATION

Section 1: GRIEVANCE PROCEDURE:

A grievance is defined as any disagreement concerning the application or interpretation of the provisions of this Agreement. All grievances whether initiated by the Union or the Employer, shall be submitted in writing and must be submitted within five (5) working days from the day upon which the event creating the grievance arose. Once grievances have been properly initiated and provided for in this paragraph, they shall be processed as follows, except that Employer grievances shall commence at Step 2:

Step 1: The Shop Steward shall attempt to adjust the grievance with the employee's immediate supervisor. If Step 1 proves unsuccessful, the grievance

shall, within five (5) working days, be referred to Step 2. Notwithstanding the foregoing, all grievances involving the suspension or termination of a bargaining unit member shall be started at Step 2.

Step 2: A business agent or other authorized representative of the Union shall attempt to adjust the grievance with the Facilities Director or his/her designate within five (5) working days of referral from Step 1.

Step 3: If the grievance cannot be resolved at Step 2, it may be submitted by either party hereto to arbitration as provided for in this Article. As a condition of submitting a grievance to arbitration, notice of submission to arbitration must be served in writing by the party taking the matter to arbitration upon the other party within five (5) days after exhaustion of Step 2.

Section 2: ARBITRATION:

Selection of the Arbitrator

Within ten (10) working days of service of the notice to arbitrate, either of the parties shall request a list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall select from this list a single arbitrator by alternately striking names, with the Union striking first. In the alternative, the parties may mutually agree upon the selection of an arbitrator.

The decision of the arbitrator shall be final and binding upon the parties hereto. The expense of arbitration including the fee and expenses of the arbitrator shall be borne by the losing party. If one of the parties chooses to use a qualified stenograph reporter to record the testimony at the arbitration, that party shall bear the expense of the transcription regardless of who prevails at the arbitration.

Authority of the Arbitrator

The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance properly coming before him or her, but the arbitrator shall not have the authority to amend or modify this Agreement or to establish any terms or conditions of this Agreement. The arbitrator shall determine any question of arbitrability. Further, the arbitrator shall have the authority to apply and interpret the provisions of this Agreement only insofar as may be necessary to the determination of such grievance.

ARTICLE 13 NO STRIKE AND NO LOCKOUT

Section 13.1: Union: The Union, its officers, agents, representatives, and members shall in no way, directly or indirectly, authorize, call, cause, assist, encourage, participate in, ratify, condone or sanction any strike, sympathy strike, sit down, slow down, picketing, boycott, cessation or stoppage of work, or other interference

or interruption of work during the duration of this Agreement. The Employer shall have the right to discharge, for cause, with loss of all rights and benefits, suspend, or otherwise discipline any or all employees who incite, induce, encourage, or participate in any of the above-enumerated activities.

Section 13.2: Employer: During the term of this Agreement, the Employer agrees that neither it, nor its representatives, hereunder, individually or collectively, will cause, permit or take part in any lockout, of its employees, in or about the clients facilities or premises, covered by the Agreement, except for the refusal of the Union to carry out the award of an Arbitrator pursuant to this Agreement.

Section 13.3: Discipline: It is further agreed, that the Employer may take disciplinary action, including discharge, against those employees who take part in any of the actions prohibited in Section 13.1, and the "cause" for such a discharge shall be established by the participation in such prohibited actions.

ARTICLE 14 LAY-OFF AND RECALL

SECTION 1. The Employer agrees to notify the Union at the earliest date possible in the event of lay-offs or anticipated lay-offs. The Employer further agrees that all lay-offs at the University of the District of Columbia will be in reverse order of seniority by classification and all recalls shall be in order of seniority by classification. The job classification shall be Floor Maintenance employee, Porter and Janitor.

SECTION 2. The Employer shall maintain a recall list in order of seniority. The employee's job classification and date of layoff shall be noted on the recall list. Laid off employees shall remain on the recall list for up to six (6) months if not returned to work sooner.

SECTION 3. When a job becomes vacant at the University of the District of Columbia, the most senior person within classification on the recall list shall be contacted to fill the vacancy. A letter will be sent to the employee by some form of trackable mail service recalling them to work. The Employer will send a copy of such letter to the Union by facsimile or personal delivery the same day that it is sent out to the employee. The employee has two working days after receipt of the letter to contact the Facilities Director to state whether or not he or she wishes to return to work. All employees have a responsibility to inform the Facilities Director of any change in address or telephone. The Employer shall maintain a log book for all lay offs and recalls, noting the name of the employee, the shift from which he/she was laid off, the seniority date, and the date the building/shift that was offered to the employee, the date the employee was actually recalled and the shift to which the employee was recalled.

SECTION 4. If the employee fails to return to work after proper notice, that person will be removed from the recall list. An employee will have the right to refuse a position that is not on the same shift that they worked at the time they were laid off without being removed from the recall list. If the employee contacted fails respond to the recall notice with the deadline for doing so or refuses the position, the Employer will contact the next most senior person on the recall list. If the recall list is exhausted and the vacancy has not been filled, the Employer may hire the person of its choice to fill the vacancy.

ARTICLE 15 SHOP STEWARD AND UNION REPRESENTATIVES

SECTION 1. The Employer agrees to recognize stewards as designated by the Union. There shall be one Shop Steward per shift who shall have super seniority for purposes of layoff and recall. Should the identity of a shop steward change, the Union shall promptly inform the Employer in writing of the name of the newly designated Shop Steward. The Shop Stewards may assist in the investigation, presentation and settling of grievances. Shop Stewards shall not be discriminated against in discharging duties assigned them by the Union and may attend Step 1 grievance meetings..

SECTION 2. A duly authorized representative of the Union will be permitted to visit the University of the District of Columbia at reasonable times and with reasonable advance notice for the purpose of transacting business for the Union and to insure compliance with this agreement. The Union agrees to schedule such visits in a manner that does not interfere with the Employer's operations.

ARTICLE 16 UNION RIGHTS

SECTION 1. The Union shall have the right to confer with Union members and investigate working conditions during off-duty periods.

SECTION 2. The Union agrees to have its discussions with employees during off-duty periods. The Employer shall make the janitor's office at the University of the District of Columbia available for meeting upon reasonable advance notice to allow the Union to conduct on-site meetings. The Union agrees to schedule such meetings in a manner that does not interfere with the Employer's operations. The Employer shall also provide an area in the janitor's office in which the Union may post notices. Any materials shall not contain anything constituting a direct personal attack on the Company.

SECTION 3. The Union shall have the right to inspect the Employer's records relating to the University of the District of Columbia that are necessary to enforce this agreement at reasonable times and upon advance notice.

SECTION 4. An employee may request an unpaid leave of absence for serving the Union, which shall not be unreasonably denied.

ARTICLE 17 UNPAID LEAVE OF ABSENCE

The Employer agrees to comply with all federal and state laws. The parties agree that this Article shall not be subject to Section 2 of Article 12 except by mutual written agreement of the parties which shall not be unreasonably withheld.

ARTICLE 18 UNIFORMS

The Employer agrees to provide each employee with at least two (2) uniforms free of charge and employees will not be responsible for normal wear and tear.

ARTICLE 19 EQUIPMENT AND SUPPLIES

The Employer agrees to provide, repair and maintain all equipment and supplies needed to perform the tasks of the job in a safe and efficient manner.

ARTICLE 20 HEALTH AND SAFETY

SECTION 1. The Employer agrees to provide a safe and healthful workplace for all employees and shall comply with all federal, state and local laws relating to health and safety. The Employer will keep and make available MSDS sheets for all chemicals used.

SECTION 2. The Employer shall provide an annual right to know training in English and/or Spanish, for every employee including, but not limited to training on infectious and hazardous waste, hazardous substances used or present in the workplace and proper safety procedures for all employees. The Union will assist the Employer in securing translation services.

SECTION 3. The Employer shall maintain workers compensation coverage for all employees. The Employer shall post the required notice of workers compensation in

the languages understood by the employees in a prominent and visible location to employees containing the name of the insurance company, its address and phone number. In the event an employee is injured on the job, or suspects a job-related illness, the employee will inform the supervisor for that location, who then will report the injury or illness to the Employer immediately and the Employer will file the necessary reports to the insurance carrier within 24 hours.

ARTICLE 21
DISCRIMINATION

SECTION 1. The Employer and the Union agree not to discriminate against any individual with respect to employment, hiring, compensation, promotion, training or work assignment, or any terms or conditions of employment on the basis of an individual's race, creed, color, national origin, age, sex, sexual orientation, religion, Union membership or Union activity. This article shall also apply to individuals with a qualified disability under the Americans with Disabilities Act.

SECTION 2. Nothing in this Agreement shall be construed or applied to deny to any employee the employment opportunities set forth above.

SECTION 3. Any disputes involving this Article shall be subject to the grievance procedure. The parties agree that this Article shall not be subject to Section 2 of Article 12 except by mutual written agreement of the parties which shall not be unreasonably withheld.

ARTICLE 22
MANAGEMENT RIGHTS

The management of the business of the Employer and the direction of its personnel, including, but not limited to, the right to hire, evaluate, transfer, promote, schedule, layoff, discipline or discharge employees, to assign work and overtime, to administer training, to maintain discipline, order and efficiency on the property, to establish, determine, maintain and enforce standards of production, to make and enforce shop rules and to introduce new methods, materials, equipment or facilities, or change or eliminate existing methods, materials, equipment, or facilities, are rights vested exclusively in the Employer. Furthermore, it is understood that the Employer's rights of management are limited only insofar as they are expressly limited by the language of this Agreement.

ARTICLE 23
SAVING CLAUSE

Should any court find any part of this Agreement to be invalid, it shall not invalidate remaining provisions.

ARTICLE 24
CHANGE OF NAME, ADDRESS OR FORM OF ENTITY

This agreement is binding upon the Employer regardless of whether the Employer changes its name, address or form of business.

ARTICLE 25
SUCCESSORSHIP

The Employer will furnish the Union notice of termination of its cleaning contract for the University of the District of Columbia within 24 hours of the time the Employer receives notice of such termination, and will promptly thereafter meet with the Union to negotiate the effects of such termination on bargaining unit employees.

ARTICLE 26
SUBCONTRACTING

There shall be no subcontracting of bargaining unit work being performed by the Employer's employees beginning on the date the employees are covered by this agreement.

ARTICLE 27
LABOR-MANAGEMENT COMMITTEE

The Union and the Employer both agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the employees and management when requested by either party to discuss such issues as attendance and tardiness, shift lengths, safety and equipment, the method of assigning work and any other issues affecting relations between the employees and the Employer. Such meetings shall be exclusive of the grievance procedure and grievances shall not be considered at such meetings, nor shall negotiations for the purposes of altering the terms of this agreement be held at such meetings.

A committee may be formed that shall be made up of no more than three representatives of management and no more than three employee representatives. In the event such a committee is formed, it shall meet for up to 2 hours on an as needed basis, but not less than once per contract year. The employees representative shall be released from their duties without loss of pay or leave time to attend the labor-management meetings.

The date, time and place of such meetings shall be mutually agreed upon by the parties. Either party may request a Labor Management Committee meeting. Should a meeting request be made, the parties agree to schedule a committee meeting within 10 days of the meeting request. The committee shall not meet more than four (4) times per year except by mutual agreement of the parties.

ARTICLE 28
VACANCIES, JOB POSTINGS & TRANSFERS

SECTION 1. When a regularly scheduled full time position or any other position, which the Employer intends to fill, becomes available at the Reeves Center, the Employer will post a job announcement for that position for five (5) working days at the Reeves Center. The job announcement shall list the hours, wage, qualifications for the job and any other requirements. While the vacancy is posted, the Employer can fill the position temporarily with the person of its choice. If a qualified employee is interested in applying for that position, the employee shall complete and turn in a form supplied by the Employer requesting consideration for that position. The Employer shall select the most senior qualified applicant for that position. If there are no qualified applicants from the bargaining unit for the position, the Employer shall be free to hire the person of its choice from any source.

SECTION 2. The Employer may transfer an employee or employees on a temporary basis for ten (10) days or less without posting the job. For example, the Employer may use temporary employees to temporarily replace employees who are out on sick leave, funeral leave, vacation, or other leaves of absence.

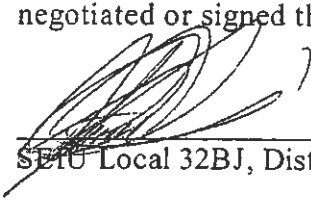
ARTICLE 29
DURATION OF AGREEMENT

This Agreement will become effective May 15, 2009, through May 14, 2012 and may be extended upon agreement by both parties. Notwithstanding the foregoing, in the event the federal government increases the wage rate the Health & Welfare rate in the wage determination that is applicable to bargaining unit members a rate higher than that called for in the Agreement, the parties agree to reopen Articles 2 & 4 of this Agreement for the sole purpose of negotiating wages of the employees covered by this Agreement. All other articles and provisions of the Agreement will remain in full force and effect during such reopener negotiations.

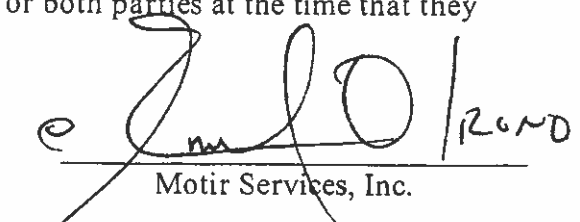
ARTICLE 30
COMPLETE AGREEMENT:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain

collectively with respect to any subjects or matters referred to or covered by this Agreement or with respect to any subjects or matters not referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.


SEIU Local 32BJ, District 82

5-7-9
Date


Motir Services, Inc.

4-29-2009
Date

Attachment D
Stipulation to extend the CBA
Agreement through May 14, 2013

Stipulation of Agreement

The Service Employees International Union, SEIU Local 32BJ (The Union) and Motir Services Inc. (The Employer) are signatories to a Collective Bargaining Agreement (CBA) covering the janitorial workers at the University of the District of Columbia (UDC), which is set to expire on May 14, 2012. The parties agree as follows:

1. The parties Agree to extend the CBA through May 14, 2013. This extension supersedes a previous extension of the agreement signed on April 23rd, 2012.
2. Wages and benefits set forth in the CBA will remain unchanged. The parties agree to initiate negotiations on new terms of the CBA 60 days prior to the expiration date of this extension.
3. The Employer agrees to include EMANCIPATION DAY to the list of Holidays listed under Article 5, Section 1, of the CBA. Such new holiday shall be observed on the day it is observed by the University of the District of Columbia.
4. The parties agree to add a new article to the CBA as follows:
"Article 29 – BUILDING CLOSING. If the building is closed and/or not made available to the Employer for whatever reason, if the Employer receives payment for the day(s) the building is closed, the employees shall also be paid; if the Employer is not paid the employees will have the option to use a sick day.
Employees will follow the UDC guidelines on leave in cases of inclement weather or national and state emergencies."
Consistent with this modification, Article 29 becomes Article 30, and Article 30 becomes Article 31.
5. The employer agrees that during the time of this extension there will be no changes on staffing, scheduling and number of hours worked per shift.
6. The parties also agree to execute this Stipulation of Agreement by exchanging faxed or scanned copies of the signed agreement. If such fax or scan is not available, emails will be exchanged and considered as electronic signatures.

Signed this 24th day of August, 2012.

By

Deborah Washington, Executive Director

Motir Services, Inc.

By

Vladimir Monge

SEIU Local 32BJ Field Representative

Attachment E
Collective Bargaining Agreement to
become effective
May 15, 2013 through May 14, 2016

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ, DISTRICT 82

AND

MOTIR SERVICES, INC

START: MAY 15, 2013
EXPIRATION: MAY 14, 2016
LOCATION: UNIVERSITY OF THE DISTRICT OF COLUMBIA
WASHINGTON DC

AGREEMENT

This Agreement, dated as of October 5, 2012 by and between Service Employees International Union, Local 32BJ, hereinafter called the "Union" and Motir Services Inc., hereinafter called the "Employer".

**ARTICLE 1
RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for all its hourly paid janitors, porters and maintenance employees excluding supervisors, clerical or guards employed at the University of the District of Columbia in Washington DC.

ARTICLE 2 WAGES

SECTION 1. The hourly wages for all employees covered by this Agreement shall be as listed below:

Job Classification	5/1/13	5/1/14	5/1/15
	3.5%	3%	3%
Janitor	\$14.22	\$14.64	\$15.07
Porters	\$14.22	\$14.64	\$15.07
Floor Maintenance Person	\$14.58	\$15.02	\$15.47

Employees working on the third shift shall be paid a differential of \$.20/hr.

SECTION 2. Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit currently enjoyed by the employees at the time they are recognized under this Agreement.

SECTION 3. The Employer agrees to correct any payroll error within 5 days of the day the employee reports the error if the error is caused by the Employer. If the error is not caused by the Employer, the error will be investigated promptly and the correction will be made in the next payroll check after the conclusion of the investigation.

SECTION 4. All employees covered by this Agreement shall not be paid nor have any claim for compensation unless they have worked at the University of the District of Columbia when that facility has been made unavailable to the contractor for whatever reason by the contracting authority.

ARTICLE 3 HOURS OF WORK

SECTION 1. All work performed in excess of forty (40) hours in any workweek by employees shall be considered overtime and shall be compensated for at the rate of time and one-half of the wage rate set forth in Article 2 for such job.

SECTION 2. There will be a six (6) minute grace period for employees to report at the start of a shift. Employees will not lose any pay for reporting after their shift starts but before the end of the six (6) minute grace period, and employees will not be disciplined for lateness for reporting before the end of the grace period. However, employees may be disciplined for lateness and lose pay if the employee reports more than twice per pay period after the end of the grace period to the extent consistent with applicable law.

SECTION 3. No employees shall work overtime without the express prior written approval of Employer. Employees shall request approval from the Employer before performing any work in excess of their scheduled hours. Any employee who works overtime without the express prior written approval of Employer will not be entitled to be paid for the time worked to the extent consistent with applicable law. If and when overtime and extra hours are available, the Employer shall advise the employees of the type of work needed to be performed. Overtime and extra hours shall be offered to all employees qualified to perform the work for which overtime or extra hours are needed on a rotating basis by seniority. If overtime and extra hours' requirements cannot be met on a voluntary basis, they shall be assigned in order of reverse seniority. If the Employer believes that an employee volunteering or assigned to perform the work is not qualified to do so, the Employer shall not be required to offer or assign the work to such employee. In such cases, the Employer shall notify the Union in writing of the location and date of the overtime or extra hours, the employee involved, and the reason why the employee was not qualified to perform the work. There shall be no pyramiding of overtime.

SECTION 4. Any employee called in to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours pay.

**ARTICLE 4
HEALTH AND WELFARE**

SECTION 1. The employer agrees to provide all employees covered by this Agreement with Health and Welfare benefits to be paid directly to the employees as part of the regular payroll. The employer shall contribute the rates (per paid hour per employee to a maximum of 40 hours per week and 2080 per year) listed below. Part-time employees shall receive a proportionate amount of Health and Welfare payments:

Effective:	5/1/13	5/1/14	5/1/15
	\$3.93	Reopener	Reopener

ALL EMPLOYEES WILL RECEIVE THE HEALTH INSURANCE CONTRIBUTION PAID DIRECTLY TO THEM AS PART OF SALARY.

SECTION 2. In the event of the adoption of a national health care program during the term of this Agreement, either party may re-open the Agreement upon sixty (60) days' written notice and request renegotiation of the provisions of the Agreement directly affected by such action.

SECTION 4. In the event of the adoption of a national health care program during the term of this Agreement, either party may re-open the Agreement upon sixty (60) days' written notice and request renegotiation of the provisions of the Agreement directly affected by such action.

**ARTICLE 5
PAID HOLIDAY**

SECTION 1. The Employer shall grant to all employees the following holidays off with pay:

New Year's Day	Labor Day
Martin L. King's Birthday	Columbus Day
Inauguration Day	Veteran's Day
George Washington Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Emancipation Day*

- (District of Columbia Holiday)

Full-time employees will receive a full-day of pay up to a maximum of eight (8) hours. Part-time employees, if regularly scheduled for a certain number of hours per day, shall receive those hours on a holiday. For example, a part time employee who works 4 hours per day shall be entitled to a 4 hours of holiday pay on a holiday. In the event there is a part-time employee who does not work regularly scheduled hours, such part-time employee shall receive a pro-rata amount of holiday pay based on the number of hours worked in the previous week.

The Employer agrees to grant all future holidays declared by the United States Congress or by Executive Order or Proclamation.

SECTION 2. An employee required to work on any one of the holidays listed above shall be paid at the rate of double time, except for weekend or holiday fill-in employees.

SECTION 3. When a legal holiday covered by this Agreement falls on an employee's day off from his/her regularly scheduled shift, it shall be compensated for a straight time hourly rate of pay or in lieu thereof, the employee shall receive a day off with pay within a period two weeks before or after such holiday.

SECTION 4. In order to be eligible for holiday pay, an employee must work on the workday before and after the holiday unless he/she is on excused absence.

ARTICLE 6 VACATIONS

SECTION 1. Upon completion of one (1) year of continuous service, all employees shall receive two (2) weeks of paid vacation. Upon completion of three (3) years of continuous service, all employees shall receive three (3) weeks of paid vacation. Upon completion of five (5) years of continuous service, all employees shall receive four (4) weeks of paid vacation.

Full-time employees will receive a full-day of pay up to a maximum of eight (8) hours for a vacation day. Part-time employees, if regularly scheduled for a certain number of hours per day, shall receive those hours as vacation pay. For example, a part time employee who works 20 hours/week shall be entitled to a 20 hour week vacation after completion six months of continuous service. In the event there is a part-time employee who does not work regularly scheduled hours, such part-time employee shall receive a pro-rata amount of vacation pay based on the number of hours worked in the previous anniversary year.

SECTION 2. It is agreed that the employee's vacation shall be paid at the current rate of pay.

SECTION 3. When a holiday occurs during the employee's vacation, the employee shall be entitled to take an extra day of vacation or at the option of the Employer be paid for one.

SECTION 4. Vacation time may be carried over into subsequent years to a maximum of (5) weeks (i.e., no employee shall have more than five weeks of vacation on the Employer's books at any time). An employee's request for vacation leave shall not be unreasonably denied.

SECTION 5. The Employer agrees that all employees shall be paid for all accrued but unused vacation upon separation.

SECTION 6. The employee may use vacation leave in increments of less than one week for purposes of a personal emergency or extended sick leave. Vacation time can only be used for extended sick leave provided the employee has used up his/her accrued sick leave and provided he/she provides a doctors excuse when requested by the Employer.

SECTION 7. The Employer may limit the number of employees on vacation at any one time. If more than one employee requests to take vacation during the same period and letting all of the employees take vacation would disrupt or interfere with the conduct of the Employer's business, the most senior employees will be permitted to take that period as vacation. Other employees will be scheduled at the next mutually convenient time.

ARTICLE 7 LENGTH OF SERVICE

SECTION 1. The employee's length of service shall be computed from the date on which he/she is hired by the Employer or date of employment in the building, whichever is longer. Seniority within job classification shall be the sole factor in determining the employees layoff and recall order. The job classifications shall be Janitor and Floor Maintenance Person. One Shop Steward per shift shall have super seniority for the purposes of layoff and recall.

SECTION 2. New employees shall be on probation until the completion of ninety (90) days of service from their date of hire. During this probationary period, such employees shall be considered as being on trial subject to immediate dismissal at any time at the sole discretion of the Employer. Discharge or discipline during the probationary period shall not be subject to the grievance procedure provided herein.

Upon completion of the ninety-day probationary period, employees shall enjoy seniority status from their date of hire.

SECTION 3. Continuous length of service shall be broken if any of the following occur; (1) resignation; (2) discharge for cause; (3) period of layoff exceeding six (6) months; (4) failure to respond to a notice of recall within the timeline set forth in Article 14; or (5) a leave of absence of longer than 6 months.

ARTICLE 8 SICK LEAVE AND ASSLA LEAVE

SECTION 1. All employees covered by this Agreement shall be granted 12 paid sick days a year and will be eligible to use accrued leave after one month of employment.

Each paid sick day will be equal to the number of hours worked every day by the employee. Employees may use up to seven (7) days of paid sick leave per calendar year for the purposes set forth in the D.C. Accrued Sick and Safe Leave Act of 2008 ("ASSLA") under the terms and conditions set forth therein.

SECTION 2. All employees must give two hours notice before the beginning of the shift in order to claim sick leave benefits. In all cases of illness of three (3) consecutive working days or more, a physician's certificate or other acceptable evidence of disability shall be submitted by an employee as a claim for sick leave benefits.

SECTION 3. Sick leave must either be used in a given year or it is lost, except that employees may carry over unused sick leave to the extent permitted under ASSLA.

ARTICLE 9 UNION SECURITY AND CHECK-OFF

SECTION 1. Employees covered by this Agreement shall be required as a condition of employment to become and remain members of the Union within thirty one (31) days after the effective date of this Agreement or within thirty one (31) days after their employment whichever is later. The requirement of membership under this section is satisfied with the payment of the financial obligation of the Union initiation fees and periodic dues uniformly imposed.

SECTION 2. The Employer shall notify the Shop Steward within forty-eight (48) hours of the name, address, and position of new or additional employees hired at the University of the District of Columbia.

SECTION 3. The Employer shall check off initiation fees monthly dues, agency fees from the first paycheck of each month on the basis of individually signed voluntary authorization forms, pursuant to applicable law and remit to the Union by the end of the month in which they were deducted from the employee and shall deduct ADF contributions as authorized. The Union will send the Employer an invoice each month indicating the amount due for each employee. The Employer shall return a copy of this list or send a list to the Union of all employees for whom dues were deducted.

SECTION 4. The Employer agrees to provide all new employees with a Check-off Authorization Form as provided by the Union on the date of employment. A copy of the card shall be sent to the Union with the monthly Check-off.

SECTION 5. The Union agrees to hold the Employer harmless and indemnify the Employer against any and all claims, liability or fault arising out of the Employer's compliance with this Article.

ARTICLE 10 FUNERAL LEAVE

SECTION 1. All employees shall be granted a maximum of three (3) days of leave with pay in the event of the death of a spouse, father, mother, son, daughter, brother, sister, legal guardian, grandparents,

grandchildren, step-parents and step-children and foster parents. The Employer may request proof of death or funeral certificate.

SECTION 2. If the funeral in the above referenced paragraph is over one hundred (100) miles from the metropolitan area of the District of Columbia, the employee will be permitted two (2) additional days off without pay. If the funeral is outside of the United States, the employee may apply for extended leave, without pay, of up to four weeks.

ARTICLE 11 DISCHARGE AND DISCIPLINE

SECTION 1. It is agreed that each party shall treat the other with mutual respect and dignity and that the Employer shall only discharge or discipline employees for just cause. The discipline shall be corrective and progressive in nature. Notwithstanding the foregoing, the parties agree that there are certain violations of misconduct for which immediate suspension or termination can be appropriate. Cause for immediate discharge or suspension shall include, but not be limited to, excessive absenteeism or tardiness; misrepresentation on an employee's application; possession of alcoholic beverages or drunkenness on the premises, or drinking of alcoholic beverages during lunch or break time; willful destruction of property; possession or use of narcotics; punching other employee's timecards or falsifying his/her own timecard or the timecards of another employee; dishonesty; participating in or promoting an unauthorized work stoppage or a slowdown; physically assaulting (including punching or slapping) or threatening another individual; recklessness or gross neglect while on duty; insubordination; stealing or committing any other illegal acts; refusal to carry out a supervisor's instructions; misuse or abuse of the Employer's equipment; conviction of any crime involving moral turpitude; falsifying records or reports; unauthorized absence from assigned work area; gambling on the Employer's premises; or sleeping while on duty. Discipline must be given in writing within five (5) working days of the Employer's knowledge of the offense, and the Company and the Union shall cooperate in investigating the matter. Copies of all warning or disciplinary notices will be given to the employee and the Union within three (3) working days of the issuance.

SECTION 2. A Shop Steward shall be present at all disciplinary and/or investigatory meetings, which the employee reasonably believes might lead to discipline, if the employee requests such person to be present.

ARTICLE 12 GRIEVANCE AND ARBITRATION

Section 1: GRIEVANCE PROCEDURE:

A grievance is defined as any disagreement concerning the application or interpretation of the provisions of this Agreement. All grievances whether initiated by the Union or the Employer, shall be submitted in writing and must be submitted within five (5) working days from the day upon which the event creating the grievance arose. Once grievances have been properly initiated and provided for in this paragraph, they shall be processed as follows, except that Employer grievances shall commence at Step 2:

Step 1: The Shop Steward shall attempt to adjust the grievance with the employee's immediate supervisor. If Step 1 proves unsuccessful, the grievance shall, within five (5) working days, be referred to Step 2. Notwithstanding the foregoing, all grievances involving the suspension or termination of a bargaining unit member shall be started at Step 2.

Step 2: A business agent or other authorized representative of the Union shall attempt to adjust the grievance with the Facilities Director or his/her designate within five (5) working days of referral from Step 1.

Step 3: If the grievance cannot be resolved at Step 2, it may be submitted by either party hereto to arbitration as provided for in this Article. As a condition of submitting a grievance to arbitration, notice of submission to arbitration must be served in writing by the party taking the matter to arbitration upon the other party within five (5) days after exhaustion of Step 2.

Section 2: ARBITRATION:

Selection of the Arbitrator

Within ten (10) working days of service of the notice to arbitrate, either of the parties shall request a list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall select from this list a single arbitrator by alternately striking names, with the Union striking first. In the alternative, the parties may mutually agree upon the selection of an arbitrator.

The decision of the arbitrator shall be final and binding upon the parties hereto. The expense of arbitration including the fee and expenses of the arbitrator shall be borne by the losing party. If one of the parties chooses to use a qualified stenograph reporter to record the testimony at the arbitration, that party shall bear the expense of the transcription regardless of who prevails at the arbitration.

Authority of the Arbitrator

The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance properly coming before him or her, but the arbitrator shall not have the authority to amend or modify this Agreement or to establish any terms or conditions of this Agreement. The arbitrator shall determine any question of arbitrability. Further, the arbitrator shall have the authority to apply and interpret the provisions of this Agreement only insofar as may be necessary to the determination of such grievance.

ARTICLE 13
NO STRIKE AND NO LOCKOUT

Section 13.1: Union: The Union, its officers, agents, representatives, and members shall in no way, directly or indirectly, authorize, call, cause, assist, encourage, participate in, ratify, condone or sanction any strike, sympathy strike, sit down, slow down, picketing, boycott, cessation or stoppage of work, or other interference or interruption of work during the duration of this Agreement. The Employer shall have the right to discharge, for cause, with loss of all rights and benefits, suspend, or otherwise discipline any or all employees who incite, induce, encourage, or participate in any of the above-enumerated activities.

Section 13.2: Employer: During the term of this Agreement, the Employer agrees that neither it, nor its representatives, hereunder, individually or collectively, will cause, permit or take part in any lockout, of its employees, in or about the clients facilities or premises, covered by the Agreement, except for the refusal of the Union to carry out the award of an Arbitrator pursuant to this Agreement.

Section 13.3: Discipline: It is further agreed, that the Employer may take disciplinary action, including discharge, against those employees who take part in any of the actions prohibited in Section 13.1, and the "cause" for such a discharge shall be established by the participation in such prohibited actions.

ARTICLE 14
LAY-OFF AND RECALL

SECTION 1. The Employer agrees to notify the Union at the earliest date possible in the event of lay-offs or anticipated lay-offs. The Employer further agrees that all lay-offs at the University of the District of Columbia will be in reverse order of seniority by classification and all recalls shall be in order of seniority by classification. The job classification shall be Floor Maintenance employee, Porter and Janitor.

SECTION 2. The Employer shall maintain a recall list in order of seniority. The employee's job classification and date of layoff shall be noted on the recall list. Laid off employees shall remain on the recall list for up to six (6) months if not returned to work sooner.

SECTION 3. When a job becomes vacant at the University of the District of Columbia, the most senior person within classification on the recall list shall be contacted to fill the vacancy. A letter will be sent to the employee by some form of trackable mail service recalling them to work. The Employer will send a copy of such letter to the Union by facsimile or personal delivery the same day that it is sent out to the employee. The employee has two working days after receipt of the letter to contact the Facilities Director to state whether or not he or she wishes to return to work. All employees have a responsibility to inform the Facilities Director of any change in address or telephone. The Employer shall maintain a log book for all lay offs and recalls, noting the name of the employee, the shift from which he/she was laid off, the seniority date, and the date the building/shift that was offered to the employee, the date the employee was actually recalled and the shift to which the employee was recalled.

SECTION 4. If the employee fails to return to work after proper notice, that person will be removed from the recall list. An employee will have the right to refuse a position that is not on the same shift that they worked at the time they were laid off without being removed from the recall list. If the employee contacted fails respond to the recall notice with the deadline for doing so or refuses the position, the Employer will contact the next most senior person on the recall list. If the recall list is exhausted and the vacancy has not been filled, the Employer may hire the person of its choice to fill the vacancy.

ARTICLE 15 SHOP STEWARD AND UNION REPRESENTATIVES

SECTION 1. The Employer agrees to recognize stewards as designated by the Union. There shall be one Shop Steward per shift who shall have super seniority for purposes of layoff and recall. Should the identity of a shop steward change, the Union shall promptly inform the Employer in writing of the name of the newly designated Shop Steward. The Shop Stewards may assist in the investigation, presentation and settling of grievances. Shop Stewards shall not be discriminated against in discharging duties assigned them by the Union and may attend Step 1 grievance meetings..

SECTION 2. A duly authorized representative of the Union will be permitted to visit the University of the District of Columbia at reasonable times and with reasonable advance notice for the purpose of transacting business for the Union and to insure compliance with this agreement. The Union agrees to schedule such visits in a manner that does not interfere with the Employer's operations.

ARTICLE 16 UNION RIGHTS

SECTION 1. The Union shall have the right to confer with Union members and investigate working conditions during off-duty periods.

SECTION 2. The Union agrees to have its discussions with employees during off-duty periods. The Employer shall make the janitor's office at the University of the District of Columbia available for meeting upon reasonable advance notice to allow the Union to conduct on-site meetings. The Union agrees to schedule such meetings in a manner that does not interfere with the Employer's operations. The Employer shall also provide an area in the janitor's office in which the Union may post notices. Any materials shall not contain anything constituting a direct personal attack on the Company.

SECTION 3. The Union shall have the right to inspect the Employer's records relating to the University of the District of Columbia that are necessary to enforce this agreement at reasonable times and upon advance notice.

SECTION 4. An employee may request an unpaid leave of absence for serving the Union, which shall not be unreasonably denied.

ARTICLE 17
UNPAID LEAVE OF ABSENCE

The Employer agrees to comply with all federal and state laws. The parties agree that this Article shall not be subject to Section 2 of Article 12 except by mutual written agreement of the parties which shall not be unreasonably withheld.

ARTICLE 18
UNIFORMS

The Employer agrees to provide each employee with at least two (2) uniforms free of charge and employees will not be responsible for normal wear and tear.

ARTICLE 19
EQUIPMENT AND SUPPLIES

The Employer agrees to provide, repair and maintain all equipment and supplies needed to perform the tasks of the job in a safe and efficient manner.

ARTICLE 20
HEALTH AND SAFETY

SECTION 1. The Employer agrees to provide a safe and healthful workplace for all employees and shall comply with all federal, state and local laws relating to health and safety. The Employer will keep and make available MSDS sheets for all chemicals used.

SECTION 2. The Employer shall provide an annual right to know training in English and/or Spanish, for every employee including, but not limited to training on infectious and hazardous waste, hazardous substances used or present in the workplace and proper safety procedures for all employees. The Union will assist the Employer in securing translation services.

SECTION 3. The Employer shall maintain workers compensation coverage for all employees. The Employer shall post the required notice of workers compensation in the languages understood by the employees in a prominent and visible location to employees containing the name of the insurance company, its address and phone number. In the event an employee is injured on the job, or suspects a job-related illness, the employee will inform the supervisor for that location, who then will report the injury or illness to the Employer immediately and the Employer will file the necessary reports to the insurance carrier within 24 hours.

ARTICLE 21
DISCRIMINATION

SECTION 1. The Employer and the Union agree not to discriminate against any individual with respect to employment, hiring, compensation, promotion, training or work assignment, or any terms or conditions of employment on the basis of an individual's race, creed, color, national origin, age, sex, sexual orientation, religion, Union membership or Union activity. This article shall also apply to individuals with a qualified disability under the Americans with Disabilities Act.

SECTION 2. Nothing in this Agreement shall be construed or applied to deny to any employee the employment opportunities set forth above.

SECTION 3. Any disputes involving this Article shall be subject to the grievance procedure. The parties agree that this Article shall not be subject to Section 2 of Article 12 except by mutual written agreement of the parties which shall not be unreasonably withheld.

ARTICLE 22 MANAGEMENT RIGHTS

The management of the business of the Employer and the direction of its personnel, including, but not limited to, the right to hire, evaluate, transfer, promote, schedule, layoff, discipline or discharge employees, to assign work and overtime, to administer training, to maintain discipline, order and efficiency on the property, to establish, determine, maintain and enforce standards of production, to make and enforce shop rules and to introduce new methods, materials, equipment or facilities, or change or eliminate existing methods, materials, equipment, or facilities, are rights vested exclusively in the Employer. Furthermore, it is understood that the Employer's rights of management are limited only insofar as they are expressly limited by the language of this Agreement.

ARTICLE 23 SAVING CLAUSE

Should any court find any part of this Agreement to be invalid, it shall not invalidate remaining provisions.

ARTICLE 24 CHANGE OF NAME, ADDRESS OR FORM OF ENTITY

This agreement is binding upon the Employer regardless of whether the Employer changes its name, address or form of business.

ARTICLE 25 SUCCESSORSHIP

The Employer will furnish the Union notice of termination of its cleaning contract for the University of the District of Columbia within 24 hours of the time the Employer receives notice of such termination, and will promptly thereafter meet with the Union to negotiate the effects of such termination on bargaining unit employees.

ARTICLE 26 SUBCONTRACTING

There shall be no subcontracting of bargaining unit work being performed by the Employer's employees beginning on the date the employees are covered by this agreement.

ARTICLE 27 LABOR-MANAGEMENT COMMITTEE

The Union and the Employer both agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the employees and management when requested by either party to discuss such issues as attendance and tardiness, shift lengths, safety and equipment, the method of assigning work and any other issues affecting relations between the employees and the Employer. Such meetings shall be exclusive of the grievance procedure and grievances shall not be considered at such meetings, nor shall negotiations for the purposes of altering the terms of this agreement be held at such meetings.

A committee may be formed that shall be made up of no more than three representatives of management and no more than three employee representatives. In the event such a committee is formed, it shall meet for up to 2 hours on an as needed basis, but not less than once per contract year. The employees representative shall be released from their duties without loss of pay or leave time to attend the labor-management meetings.

The date, time and place of such meetings shall be mutually agreed upon by the parties. Either party may request a Labor Management Committee meeting. Should a meeting request be made, the parties agree to schedule a committee meeting within 10 days of the meeting request. The committee shall not meet more than four (4) times per year except by mutual agreement of the parties.

ARTICLE 28 VACANCIES, JOB POSTINGS & TRANSFERS

SECTION 1. When a regularly scheduled full time position or any other position, which the Employer intends to fill, becomes available at the Reeves Center, the Employer will post a job announcement for that position for five (5) working days at the Reeves Center. The job announcement shall list the hours, wage, qualifications for the job and any other requirements. While the vacancy is posted, the Employer can fill the position temporarily with the person of its choice. If a qualified employee is interested in applying for that position, the employee shall complete and turn in a form supplied by the Employer requesting consideration for that position. The Employer shall select the most senior qualified applicant for that position. If there are no qualified applicants from the bargaining unit for the position, the Employer shall be free to hire the person of its choice from any source.

SECTION 2. The Employer may transfer an employee or employees on a temporary basis for ten (10) days or less without posting the job. For example, the Employer may use temporary employees to temporarily replace employees who are out on sick leave, funeral leave, vacation, or other leaves of absence.

ARTICLE 29 – BUILDING CLOSING

SECTION 1. If the building is closed and/or not made available to the Employer for whatever reason, if the employer receives payment for the day(s) the building is closed, the employees shall also be paid; if the employer is not paid the employees shall have the option to use a sick day. Employees will follow the UDC guidelines on leave in cases of inclement weather or national and state emergencies.

ARTICLE 30 DURATION OF AGREEMENT

This Agreement will become effective May 15, 2009, through May 14, 2012 and may be extended upon agreement by both parties. Notwithstanding the foregoing, in the event the federal government increases the wage rate the Health & Welfare rate in the wage determination that is applicable to bargaining unit members a rate higher than that called for in the Agreement, the parties agree to reopen Articles 2 & 4 of this Agreement for the sole purpose of negotiating wages of the employees covered by this Agreement. All other articles and provisions of the Agreement will remain in full force and effect during such reopening negotiations.

ARTICLE 31 COMPLETE AGREEMENT:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right,

and each agrees that the other shall not be obligated, to bargain collectively with respect to any subjects or matters referred to or covered by this Agreement or with respect to any subjects or matters not referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

SEIU Local 32BJ, District 82

Motir Services, Inc.

Title: _____

Title: _____

Date

Date