

2006
Philadelphia Suburban Contractors Agreement

This agreement is between SEIU Local 32BJ (hereinafter “the Union”) and the undersigned cleaning contractor (hereinafter “the Employer”).

Article 1. Recognition

- 1.1. This agreement shall apply to all service employees employed in any facility, in Delaware, Chester, Bucks, and Montgomery Counties in Pennsylvania, all counties in New Jersey south of Route 195, and in Wilmington, Delaware excluding commercial office buildings under 100,000 square feet, except that economic terms and conditions for residential buildings, hospitals, department stores, schools, charitable, educational and religious institutions, race tracks, nursing homes, theaters, hotels, shopping malls, golf courses, bowling alleys, warehouses, route work, bank branches and industrial facilities shall be set forth in riders negotiated for each location covered by this agreement. Article 9.2 shall not apply during negotiations for a rider agreement.
- 1.2. The Employer shall be bound by and subject to the 2005 Independent Contractors Agreement (or the 2005 Realty Advisory Board Contractors Agreement), the 2005 Long Island Contractors Agreement, the 2005 Hudson Valley Contractors Agreement, the 2005 Fairfield County Agreement, the 2005 Hartford Agreement, the 2005 New Jersey Contractors Agreement, the 2006 Connecticut Contractors Agreement, the District of Columbia Commercial Office Building Cleaning Contractors Agreement, the Montgomery County Cleaning Contractors Agreement, the Baltimore Contractors Agreement, the BOLR Agreement, the BMC Agreement for Philadelphia, and the successor agreements to each of these agreements, for all work performed within the geographic area subject to those agreements.
- 1.3. Route work is all work performed by the Employer other than in facilities where the Employer contracts directly with the owner and/or agent. Transit terminals and complexes of contiguous commonly owned commercial buildings of 100,000 square feet or more, shall be subject to the terms of this Agreement.

- 1.4 If the Employer takes over jobs subject to rider agreements, it shall assume and be bound by the remaining terms of any such Rider agreements between the Union and the predecessor Employer. Such Rider Agreements shall be supplied in advance to the Contractors who bid on the work.
- 1.5 The Union is recognized as the exclusive collective bargaining representative for all classifications of service employees within the bargaining unit defined above. "Service employees" as used in this Agreement is intended to cover the classifications and employees covered under the Independent Contractors Agreement.
- 1.6 Upon the execution of this Agreement, the Employer will provide the Union with a list of all its locations subject to the Agreement where it provides services. Upon the Union's written request, except where prohibited by law, the Employer will provide the Union in writing the name, address, job classification, social security number, hours of work, and present wage rate of each employee assigned to each account. The Employer shall monthly notify the Union in writing of the name, Social Security number and home address, wage rate, and job assignment and shift of each new employee engaged by the Employer. The Employer shall also monthly notify the Union in writing of all changes in employees' work status, including increases or decreases in working hours, changes in wage rates and or work locations and terminations or separations, and change in status from temporary to permanent, where applicable.
- 1.7 Immediately upon notification that the Employer has become a service provider at a new location subject to this Agreement, the Employer shall notify the Union in writing, sent by facsimile to the Union, at its main offices, of the new location and the date on which it is to commence performing work at that location.
- 1.8 The Employer will not impede, and the Union shall have the right of, access to its employees at the work-site. The Union will not disrupt the employees' work and shall provide reasonable notice. The Union and the Employer will develop procedures to provide for Union access appropriate for work sites with special security requirements.

- 1.9 The Employer (and its agents) will not take any action or make any statements that will state or imply opposition to the employees selecting the Union as their collective bargaining agent. Where required by law, upon the Union's demonstration that a majority of employees at a location (or contiguous grouping of locations) or at any other appropriate grouping of locations at the Union's option, have designated the Union as their bargaining representative by signing authorization cards or petitions, the Employer shall recognize the Union for that location or locations.

Article 2. Union Security and Check-off

- 2.1. It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the 31st day following the date this Article applies to their work-location or their employment, whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.
- 2.2. Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, he or she shall be discharged within 15 days of the letter if prior thereto he or she does not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within 10 days after written notice of the determination has been given to the Employer.
- 2.3. The Employer shall be responsible for all revenue lost by the Union by reason of any failure to discharge an employee who is not a member of the Union, if the Union has so requested in writing. In cases involving removal of employees for non-payment of the requirements of this Article, the Arbitrator shall have the authority to assess liquidated damages.

- 2.4. The Union shall have the right to inspect the Employer's payroll records to determine the employees of the Employer who are covered by this Agreement.
- 2.5. The Employer agrees to deduct monthly dues, initiation fees, American Dream Fund or Political Action Fund contributions, from the wages of an employee, when authorized by the employee in writing in accordance with applicable law. The Union will furnish to the Employer the necessary authorization forms.
- 2.6. If the Employer fails to deduct or remit to the Union the dues or other monies in accordance with this section by the twentieth (20th) day of the month, the Employer shall pay interest on such dues, initiation fees, or contributions at the rate of one percent per month beginning on the twenty-first (21st) day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.
- 2.7. If an employee does not revoke his or her dues check-off authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have renewed his or her authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.

Article 3: Discharge and Discipline

- 3.1. Employees shall not be discharged, suspended or otherwise disciplined by the Employer without just cause after a sixty (60) day trial or probationary period.
- 3.2. The Employer shall give any employee discharged or disciplined a written statement of the grounds for the discharge or discipline within a reasonable period of time not to exceed ten (10) working days after the discharge or discipline. The Employer shall provide the Union with a copy of any such statement at the same time.

Article 4. Grievance/Arbitration

- 4.1. In the case of any dispute (not arising out of the demand by either party for a modification of any of the terms of this Agreement, or the

making of terms of a new agreement upon the expiration of this Agreement) between the Union and the Employer, or between any employee and the Employer, the same shall, in the first instance, be taken up for adjustment between the duly designated officer or agent of the Union and the Employer.

- 4.2. Should the Employer and Union representatives be unable to reach an agreement within five (5) days following the last meeting and/or discussion between the parties, the matter shall be referred to a Grievance Committee. The Committee shall consist of two representatives designated by an association of Employers signatory to this Agreement (or such other group of employers deemed acceptable by the Employer), and two representatives designated by the Union as arbitrators. The Grievance Committee shall set a meeting date to resolve the grievance, which date shall not be later than twenty-one (10) calendar days following the notice to the Grievance Committee. Failure of either party to meet within said twenty-one (10) calendar days to resolve said grievance shall result in the grievance being decided in favor of the other party; provided, however, that the parties may, by mutual agreement, extend the times set forth in this agreement. The decision by a majority of the Grievance Committee at this step of the grievance procedure shall be final and binding on the parties involved, and shall be regarded as an arbitrator's decision. Should the Grievance Committee fail to reach an award by majority decision within a week from the submission thereof, then the matter shall thereafter, upon written demand of either party, be submitted for arbitration to an arbitrator designated by the American Arbitration Employer in accordance with its then prevailing rules.
- 4.3. If there is no Employer association (or group of employers) and the Grievance Committee has not been constituted, then the matter shall thereafter, absent agreement by the parties, upon written demand of either party, be submitted for arbitration to an arbitrator designated by the American Arbitration Association in accordance with its then prevailing Labor rules.
- 4.4. A decision of the arbitrator shall be final and binding upon the parties. It is agreed that the cost of such arbitrator shall be borne equally by the parties.

It is agreed that a grievance may be heard by any three of the four members of the Grievance Committee, and an award entered unanimously by such three members of the Grievance Committee shall be valid and enforceable, final and binding. The arbitrators appointed or chosen hereunder to whom any grievance or dispute shall be submitted shall not have jurisdiction or authority to change or add to any provision of this Agreement.

Article 5. Contractor Transition

- 5.1. When taking over or acquiring an account/location covered by this Agreement, the Employer is required to retain the incumbent employees and to maintain the same number of employees (and their hours) as were employed at the account/location by the predecessor employer, provided that the staffing level does not exceed the level in effect ninety (90) days prior to the takeover, except where there were increases in the staffing levels during that period resulting from customer requirements. Any employer who adds employees to any job in anticipation of being terminated from that job shall be required to place the added employees on its payroll permanently. These employees shall not replace any regular employees already on the payroll of that employer. The Employer may not reduce the staffing level on takeover of the account/location unless the Employer can demonstrate an appreciable decrease in the work to be done.
- 5.2. Employees retained by the employer shall be given credit for length of service with the predecessor employer(s) for all purposes including but not limited to seniority and vacation entitlement, and completion of the trial period. Employees retained on takeover shall not have their rates of pay, hours worked or other terms and conditions reduced.
- 5.3. The Employer shall be required to notify immediately in writing the Union as soon as the Employer receives written cancellation of an account/location. Within two business days of such cancellation notice, the Employer shall provide to the Union a list of all employees at the account/location, their wage rates, the number of hours worked, the dates of hire, the number of sick days, the number of holidays, benefit contributions made for employees, and vacation benefits.

- 5.4 Failure of the Employer to notify the Union as required in 5.3, coupled with the successor employer's failure to recognize the Union and to maintain the terms and conditions of this agreement, will require the Employer to pay liquidated damages to the affected employees equal to two months wages.
- 5.5. When an Employer bids on work covered by this Agreement, the Union will provide in a timely manner to all invited bidders, upon their written request, the information described in the 5.3 above. Inaccuracies in the information provided by the incumbent Employer shall not excuse any obligations under this agreement of the Employer acquiring the account/location.
- 5.6. The Employer shall provide the Union within five (5) business days of taking over the account/location the names, rates of pay, hours and other benefits provided at the location.
- 5.7. If the Employer loses the account/location, all accrued vacation benefits shall be included in a separate check. The successor Employer's obligation for benefits shall commence to accrue on the date that it takes over the account/location. The successor employer shall permit an employee, upon request, to take unpaid leave equal to the accrued vacation time which the predecessor employer paid to the employee, because of the turnover in the account.

Article 6. Seniority and Bumping

- 6.1. After completion of the probationary period, an employee shall attain seniority as of his/her date of employment. Seniority of an employee shall be based upon total length of service with the Employer or in the location, whichever is greater. Location shall be defined as the building or buildings located in the same complex covered by the same contract between the Employer and the managing agent or owner.
- 6.2. In the event of a layoff due to a reduction in force, the inverse order of classification seniority, where applicable, shall be followed. Classifications shall not be based on the hours that employees work. In the event of bumping, there shall be no more than one bump. For

layoffs within a building, seniority shall be based upon total length of service in the building.

- 6.3. Seniority shall continue to accrue while an employee is on leave of absence for less than six months, or for up to one year for employees laid off or covered by a workers compensation claim.
- 6.4. Seniority rights are lost if any employee quits, is discharged for cause, fails to report or communicate within five (5) days after notice of recall or is otherwise terminated or laid-off or covered by a workers compensation claim for more than twelve months.
- 6.6. Seniority shall prevail for the assignment of vacation selections. Overtime shall be offered to all employees in rotation by seniority. Nothing in this provision is intended to prevent the Employer from offering extra hours to part-time employees rather than to full time employees where the latter would receive overtime pay for those hours.
- 6.7. There shall be no transfer of employees from one location to another without the Union's consent.
- 6.8. Employees laid-off shall have recall rights for up to six months to open positions in locations within the County within which they were employed when laid-off.

Article 7. Workload/Reductions

- 7.1. No employee shall be assigned an unreasonable workload.
- 7.2. There shall be no reduction in the work force except where there is:
(a) a change, other than a minor one, in work specifications or work assignments which results in a reduction of work; or (b) elimination of all or a substantial part of specified work; or (c) substantial vacancies in a building; or (d) reconstruction of all or part of a building; or (e) introduction of technological advances; or (f) change in the nature or type of occupancy. Should the Employer desire to reduce the work force, it shall give three (3) weeks advance notice to the Union, including in such notification the reasons for the reduction. During the three week notice period, the Employer agrees to meet with the Union

representatives, at their request, to discuss the reasons for the work force reduction. At the conclusion of the three week period, if the Union is not satisfied, the Employer may implement its decision and the Union may seek arbitration on an expedited basis without resort to the Grievance Procedure.

Article 8. Prior Better Terms and Conditions

- 8.1. At any location where the Employer is currently maintaining terms and conditions that are more favorable to employees (or some of them) than those provided for in this Agreement for that location, those terms and conditions shall continue to apply to the affected employees unless the Union and the Employer otherwise provide.
- 8.2. The Employer shall assume and be bound by any rider agreement upon assuming operations at the account or location to which the rider agreement applies.

Article 9: Picket Line/No Strike Clause

- 9.1. No employee covered by this Agreement shall be required to pass lawful primary picket lines established in an authorized strike, including picket lines established by Local 32BJ pursuant to an authorized strike at another job location. The Employer may not permanently replace or discipline any employee because he or she refuses to pass such a picket line.
- 9.2. There shall be no lockouts, and no strikes except that the Union may call a strike or work stoppage (a) after forty-eight hours notice where the Employer has violated Article 1 of this agreement, (b) where the Employer fails to comply with an Arbitrator's Award within three weeks after the Employer's receipt of the award, or (c) after forty-eight hours notice where the Employer has failed provide the Union with information or notices required by Article 5 above.
- 9.3. The Employer shall provide staffing information to the Union upon its request for any job which it currently services within five (5) business days of the request. If such information is not provided, the Union shall have the right to engage in a work stoppage until such information is supplied.

Article 10. Leaves of Absence

- 10.1. Employees may request a sixty (60) day Personal or Emergency Leave if they have been employed at least twelve (12) months. The employee must request Personal Leave in writing thirty (30) days prior to the date of the requested leave. The Employer shall not unreasonably withhold approval of such leave providing that the leave is compatible with the proper operation of the location. Emergency Leave may be requested on an emergency basis, provided that upon the employee's return to work the employer may request documentation of the emergency. No employee shall be entitled to a personal leave of absence more than once in a twelve (12) month period, unless otherwise required by law.
- 10.2. Employers shall provide employees with leaves of absence for union related activities, where practicable, provided that such leave shall not be unreasonably denied. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time.
- 10.3. The Employer will comply with the provisions of applicable state and federal Family Leave laws regardless of the number of employees employed at any location or by the Employer.

Article 11. Vacations

11.1. Employees shall accrue vacation with pay in accordance with the following schedule:

Months on Payroll	Vacation with Pay
1 Year	1 week
2 Years	2 weeks
5 years	3 weeks
15 years	4 weeks
25 years	5 weeks.

- 11.2. The day for determination of vacation entitlement is December 31st. Length of employment for the purpose of the foregoing vacation schedule shall be computed on the basis of the amount of vacation that an employee would be entitled to on December 31st in the year in which vacation is given. The vacation year shall be January 1st to December 31st.

Article 12. Personal Days

- 12.1. Commencing with an employee's twelfth month of employment, all employees shall receive a minimum of four paid personal days per calendar year except in an employee's first year of employment when he/she shall be entitled to a pro rated number of personal days for the time between the first day of his /her sixth month of employment to the end of the calendar year. Personal leave not used by the end of the year shall not be carried over to the following year.

Article 13. Bereavement Pay and Jury Duty

- 13.1. In the event of a death in the employee's immediate family (parent, spouse, child, brother or sister) the employee shall receive the next three succeeding days off from the date of death and shall be paid for any time lost from his regular schedule as a result of such absence.
- 13.2. In the event of a death in the employees' spouse's family (mother-in-law, father-in-law, sister-in-law, brother-in-law) the employee shall receive one day off for the purpose of attending the funeral and shall be paid lost time due to such absence.
- 13.3. An employee may be required to submit proof of death and/or that the deceased was within the class of relatives specified and/or that the employee attended the funeral.
- 13.4. An employee who has completed his probationary period and who is required to report to court to answer a jury summons or serve as a juror on days he is regularly scheduled to work will be reimbursed the difference between the amount he receives for jury service and his regular pay. Jury Duty pay shall be limited to two weeks in any year. No employee may be required to work on a day he has jury duty.

- 13.5. An employee may be required to submit proof of jury duty and/or proof that the employee attended jury duty and/or was paid for said service.

Article 14. Health Insurance

- 14.1. The Employer agrees to make payment into a health trust fund, known as the “Building Service 32BJ Health Fund” to cover employees covered by this Agreement and/or group life insurance coverage under such provisions, rules and regulations and for such benefits as may be determined by the Trustees of the fund, as provided in the Agreement and Declaration of Trust, at the contribution rates provided for herein.
- 14.2. Employees who are on workers’ compensation or who are receiving disability benefits or disability pension shall be covered by the Health Fund until they may be covered by Medicare or thirty (30) months from the date of disability, whichever is earlier.
- 14.3. Effective January 1, 2006, the Employer shall contribute to the Fund \$536 per month for each regular full-time employee.
- 14.4. Effective January 1, 2007, the rate of contribution to the Fund shall be \$599 per month for each regular full-time employee.
- 14.5. For 2008, 2009 and 2010, effective January 1, for each year respectively, the rate of contribution to the Fund shall be the lesser of the following: (a) ten percent higher than the contribution rate for the previous year, e.g. for 2008, \$659; or (b) or ten percent higher than the contribution rate agreed to in the successor agreement to the 2005-2007 New Jersey Contractors Agreement for that year for each regular full-time employee.
- 14.6. Effective January 1, 2008, the Employer shall contribute to the Fund for each regular part-time employee \$40 per month.
- 14.7. Effective January 1, 2006, the Employer shall make health fund contributions for all full-time window cleaners at the rate for full-time employees.
- 14.8. Full-time employees shall be defined as those employees regularly employed 27 and one-half hours or more per week.

14.9. Any Employer who has a plan in effect prior to the effective date of this Agreement which provides health benefits the equivalent of, or better than, the benefits provided for herein, and the cost of which to the Employer is at least as great, may cover its employees under this existing plan or under this Fund. If the Trustees decide the existing plan does not provide equivalent benefits, but does provide health benefits superior to one or more types of health benefits under this Fund, the Employer may participate in the Fund wholly, or partially for hospitalization and/or surgical coverage, and make its payments to the Fund in the amount determined by the Trustees uniformly for all similarly participating Employers.

14.10. If during the term of this agreement, the Trustees find the payment provided herein is insufficient to maintain benefits, and adequate reserves for such benefits, they shall require the parties to increase the amounts needed to maintain such benefits and reserves. In the event the Trustees are unable to reach agreement on the amount required to maintain benefits and reserves, the matter shall be referred to arbitration.

Article 15. Legal Fund

15.1. Effective January 1, 2008, the Employer shall make contributions to the Local 32BJ Group Pre-Paid Legal Plan of \$223.60 per year per employee under the terms of Legal Fund.

Article 16. Training Fund

16.1. Effective January 1, 2007, the Employer shall make contributions to the Local 32BJ Thomas Shortman Training Fund of \$145.60 per year per employee under the terms of Thomas Shortman Fund.

16.2. Effective January 1, 2008, the rate of contribution shall increase to the rate provided for in the successor agreement to the 2005 New Jersey Contractors Agreement for 2008, or \$160, whichever is lesser.

Article 17. Provisions Applicable to All Funds

17.1. If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any

action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds' Trust Agreements, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, court costs, fees and interest.

- 17.2. Where a contributing Employer is regularly and consistently delinquent, the Trustees in their discretion may require such security as they deem necessary.
- 17.3. The Trustees of the Funds shall make such amendments to the Trust Agreement, and shall adopt such regulations, as may be required to conform to applicable law, and which shall in any case provide that employees whose work comes within the jurisdiction of the Union (which shall not be considered to include anyone in an important managerial position) may only be covered for benefits if the building in which they are employed has a collective bargaining agreement with the Union. Any dispute about the Union's jurisdiction shall be settled by the Arbitrator if the parties cannot agree.
- 17.4. Employees shall have a waiting period of six (6) months before becoming eligible to be participants in the Funds, and no contributions shall be made on behalf of the employees over the six-month period.

Article 18. Holidays

- 18.1. The following are designated as paid holidays for post-probationary employees: New Years Day, Labor Day, Memorial Day, Thanksgiving Day, Christmas Day, Independence Day, and a Floating Day. Whenever any of these stated holidays shall fall on a Saturday or Sunday, it shall be observed on the following Monday or the preceding Friday, depending upon when the building is closed. Holiday pay shall be equal to an employee's regular straight time pay. An employee required to work on a holiday shall receive his/her regular pay plus his/her holiday pay.

Article 19. Bulletin Boards.

19.1. Where permission is granted by the building owner/manager, the Employer shall furnish a bulletin board at a conspicuous location in each of the Employer's locations and shall permit representatives of the Union, including stewards, to post notices pertaining to Union affairs on the bulletin board.

Article 20. Vacancies and Promotions

20.1. The Employer shall post all vacancies. Preference in filling vacancies shall be given to employees already employed in a building based on building seniority, but skill, ability and qualifications shall also be considered. Part-time employees shall be given preference by seniority in bidding for open full-time positions.

Article 21. The Workweek, Overtime and Method of Pay

21.1. The Employer shall establish a regular workweek. Any work performed over forty hours in a week shall be paid at time and one half the employee's regular rate of pay. Employees who work at more than one location shall have their hours combined in determining their overtime pay.

21.2. The minimum regular schedule for employees shall be 4 hours per night.

21.3. Employees shall be paid a minimum of 4 hours pay per night when called in to work.

21.4. All wages, including overtime, shall be paid weekly in cash or check with an itemized statement of payroll deductions. If a regular pay day falls on a holiday, employees shall be paid on the preceding day.

Article 22. Work Authorization and Status Disputes

22.1. Recognizing that questions involving an employee's immigration/work status or personal information may arise during the course of his/her employment, and that errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control, the Employer agrees to the following: in the event an issue or inquiry arises involving the immigration status or employment eligibility of a non-probationary employee, the Employer shall promptly notify the employee in writing and forward a copy of the notification to the Union. If permissible under applicable law and/or regulations, the affected bargaining unit member shall be afforded reasonable opportunity to remedy the identified problem or to secure acceptable documentation demonstrating that the identified

problem is in the process of review or correction before adverse action is taken. Any lawful changes in the employee's documentation or lawful correction in his/her social security number shall not be considered new employment or a break in service. If the bargaining unit member does not remedy the issue within 4 months, the bargaining unit member may be discharged and the Employer shall have no further obligation to hold a bargaining unit member's position. If the bargaining unit member obtains the valid documentation referenced above, when necessary, he/she will, consistent with the operational needs of the Employer, be permitted reasonable unpaid time off to attend relevant proceedings or visit pertinent agencies, for the purposes of correcting the identified problem, provided the Employer is given adequate notice of planned absences and verification of appointments, hearings or other proceedings for which time off is requested. A "no-match" letter from the Social Security Administration shall not itself constitute a basis for taking adverse employment action against an employee or for requiring an employee to verify work authorization, subject to applicable law and/or regulation.

Article 23. Successors, Assigns and Subcontracting

- 23.1. The Employer shall not subcontract, transfer, lease or assign, in whole or in part, to any other person, firm, corporation, partnership, or non-unit work or workers, bargaining unit work presently performed or hereafter assigned to employees in the bargaining unit, except to the extent required by government regulations regarding minority or female owned enterprises, in which event the Employer shall ensure that such enterprises employ bargaining unit employees under the wages and benefits provided under this Agreement.
- 23.2. In the event the Employer sells or transfers all or any part of its business or accounts which are subject to this Agreement, the Employer shall require the acquiring employer to assume this Agreement.
- 23.3. To the extent permitted by law, this agreement shall be binding on any other entities that the Employer, through its officers, directors, partners, owners, or stockholders, either directly or indirectly (including but not limited through family members), manages or

controls, provided such entity or entities perform(s) work subject to this Agreement.

Article 24. Non-Discrimination

24.1. There shall be no discrimination against any employee by reason of race, creed, color, age, disability, national origin, sex, sexual orientation, union membership, or any characteristic protected by law.

Article 25. Wages

25.1. Effective November 1, 2006, the minimum wage rate for cleaners shall be \$8.25 per hour. Effective July 1, 2007, the minimum wage rate for cleaners shall be \$8.80 per hour. Effective July 1, 2008, the minimum wage rate for cleaners shall be \$9.40 per hour. Effective July 1, 2009, the minimum wage rate for cleaners shall be \$9.95 per hour. Effective July 1, 2010, the minimum wage rate for cleaners shall be \$10.50 per hour.

25.2. All cleaners shall receive either the minimum hourly rate provided for above or the following increases, whichever results in the higher rate of pay: November 1, 2006 – 50 cents; July 1, 2007 – 35 cents; July 1, 2008 – 35 cents; July 1, 2009 – 35 cents.

25.3. Lead-persons and handypersons shall be paid \$2.00 per hour more than the minimum rate provided for cleaners or shall receive the overscale increase as provided above if those increases shall result in a higher rate of pay.

25.4. Window-Cleaners

Window cleaners shall be paid a minimum rate to be negotiated which shall exceed the minimum rate paid lead persons or handypersons.

25.5. Increase in statutory minimum wage rate.

The minimum wage rate for all cleaners shall be at all times at least fifty cents (\$.50) above the statutory minimum wage for cleaners in that county or portion thereof.

Article 26. Most Favored Nations

- 26.1. If the Union agrees to different economic terms and conditions more favorable to the Employer at any location, those terms and conditions shall apply to any other Employer who takes over that location for the duration of the Union's agreement with the prior Employer.
- 26.2. In the event that the Union enters into a contract on or after December 1, 2010 for a Class A or B commercial office building, whose economic terms or conditions are more favorable to such Employer than the terms contained in this agreement with respect to that building, the Employer shall be entitled to and may have the full benefit of any and all such more favorable terms for any of its similar buildings, upon notification to the Union. This clause shall not apply to contracts entered into before December 1, 2010 even if the terms of any such contracts extend beyond that date, provided that any such riders set forth a schedule of wage and benefit increases.

Article 27. Duration

- 27.1. This agreement shall be effective from November 1, 2006 until December 15, 2010.
- 27.2. Upon the expiration date of this agreement as set forth above, this agreement shall thereafter continue in full force and effect for an extended period until a successor agreement shall have been executed. During the extended period, all terms and conditions hereof shall be in effect subject to the provisions of this paragraph. During the extended period, the Employer shall negotiate for a successor agreement retroactive to the expiration date, and all benefits and improvements in such successor agreement shall be retroactive, if such agreement shall so provide. In the event the parties are unable to agree upon terms of a successor agreement, the Union upon three (3) days oral or written notice to the Employer, may engage in any stoppage, or strike without thereby terminating any other provision of this agreement, until the successor agreement is concluded.

SEIU Local 32BJ

Employer_____

By: _____

By:_____

Dated: _____

Dated:_____

**SIDE LETTER ON BI-WEEKLY
PAY SYSTEMS**

It is the parties' understanding that Employers who currently maintain bi-weekly pay systems shall not be required to convert their existing accounts/locations to a weekly system until December 31, 2007.

SIDE LETTER ON TRANSFERS

If a customer, in writing, bars an employee from a location, but the Employer lacks good cause to terminate the employee, the Union and the Employer shall meet to discuss an alternative assignment for the employee that protects the employee's hours, wages and benefits. If no such assignment is available or can be agreed upon, then the dispute shall be resolved in accordance with the provisions of the collective bargaining agreement.

SIDE LETTER ON TRAINING AND LEGAL FUNDS

The Union and the Employers will establish a committee, including contractors operating in the Philadelphia Suburbs, to work with the Training and Legal Fund to facilitate and enhance participation by Fund participants working in the Philadelphia suburbs. The goal of the committee is to maximize participation by those participants and to recommend changes in the delivery of the benefits to those participants to achieve that end.