

**NEW JERSEY
CONTRACTORS
AGREEMENT**

2008 - 2011

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 32BJ, AFL-CIO**

The English version of this document
is the official agreement.

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2008 New Jersey 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 the State of New Jersey (north of Route 195) 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.

1.2 The Employer shall be bound by the applicable area-wide agreements for all work performed within and subject to the scope of those agreements for all areas within the Union’s jurisdiction, including the following agreements and successor agreements thereto: (a) the 2008 Independent or Realty Advisory Board on Labor Relations Inc. Contractors Agreements; (b) the 2008 Long Island Contractors

Agreement; (c) the 2007 BOLR Contractors Agreement; (d) the 2008 Hudson Valley and Fairfield County Contractors Agreement (e) the 2008 Hartford Contractors Agreement (e) the Connecticut Contractors Agreement; (h) the District of Columbia Contractors Agreement; (i) the Montgomery County Contractors Agreement; (j) the Baltimore Contractors Agreement; and (k) the Philadelphia Suburban Contractors Agreement.

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. It is the parties intention that “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 accounts/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/location. 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 collective bargaining representative by signing authorization cards or petitions, the Employer shall recognize the Union as the exclusive collective bargaining representative 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, agency 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 All disputes or differences involving the interpretation or application of this agreement that arise between the Employer and the Union shall be resolved as provided in this Article, except where otherwise provided in this Agreement.

4.2 All grievances, except a grievance involving basic wage violations including contributions to employee benefit funds, shall be brought within forty-five (45) calendar days after the Union or the Employer, as the case may be, has knowledge or

should have had knowledge of the dispute, unless the parties agree to an extension, or the Arbitrator finds one should be granted for good cause shown.

4.3 Employer and Union representatives may hold a Step 2 meeting on unresolved grievances within thirty (30) days of the grievance except by mutual consent.

4.4 All grievances not resolved through the grievance procedure shall be subject to arbitration before the Office of the Contract Arbitrator as provided for and under the terms of Article VI of the 2008 RAB Contractors Agreement, which are incorporated herein. All hearings shall be held in New Jersey unless otherwise agreed to by the Employer and the Union.

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 dur-

ing 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 of employees at the account/location, their rates of pay, hours and other benefits provided at the account/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.

5.8 If the Employer loses the account/location, the Employer shall provide an accounting to the Union of all vacation which the employees accrued upon their respective anniversary dates, the dates and amounts of accrued vacation which each employee used following his/her respective anniversary date prior to the loss of the account/location, and the balance due to each employee pursuant to Article 5.7 above. If the Employer fails to provide this accounting within thirty (30) days of its loss of the account/location, the Employer shall be liable for the Union's costs and fees at arbitration.

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 In the event of a layoff or reduction in force, after the lay-off or reduction from the location (as defined in 6.1), or in the case of a layoff due to the loss of a building to a non-union employer ninety (90) days after the lay-off, employees with eighteen (18) months seniority may bump the least senior employee within their classification within the County, or if there is more than one contractual wage progression within the County, within the portion of the County sharing the same wage progression, within which they were employed.

6.4 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.

6.5 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 The Employer shall not reduce the workforce assigned to any location either through attrition or lay-off without bargaining with the Union first, such bargaining to take place on an expedited basis.

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 All rider agreements currently in effect whose terms extend beyond December 31, 2004, shall remain in effect, except that fund contributions provided for in any such rider shall be made on the dates provided for in the Rider but at the rates in effect on those dates as provided for in this Agreement.

8.3 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 up to sixty (60) days Personal or Emergency Leave if they have at least twelve (12) months' seniority. 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.

10.4 Upon written application to the Employer, employees shall be entitled to a leave of absence for illness or injury not to exceed six months. For workers compensation related injuries the statutory notice of claim/injury shall be deemed to satisfy the written application requirement. When such employee is

physically and mentally able to resume work, that employee shall on one week's prior written notice to the Employer be then re-employed without loss of seniority.

Article 11
Vacations

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

| Seniority | Vacation with Pay |
|-----------|-------------------|
| 6 months | 3 days |
| 1 Year | 1 week |
| 2 Years | 2 weeks |
| 5 years | 3 weeks |
| 15 years | 4 weeks |
| 25 years | 5 weeks |

11.2 The employee's vacation year shall be based upon the employee's anniversary date, not the calendar year.

11.3 Vacation pay shall be paid in advance of the vacation period and be based on the employee's regularly scheduled straight time hours in the eight (8) weeks immediately preceding the vacation period.

Article 12
Sick Days

12.1 Commencing with an employee's twelfth month of employment, all employees shall receive a minimum of four paid sick 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 sick days for the time between the first day of his /her sixth month of employment to the end of the calendar year. Sick 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 shall make contributions to a health trust fund, known as the “Building Service 32BJ Health Fund” payable when and how the Trustees determine, to cover employees covered by this Agreement who work at least twenty-seven and one-half (27 1/2) hours weekly, and their eligible dependents, with such health benefits as may be determined by the Trustees of the Health Fund. The Employer shall contribute at the following monthly rates:

- (a) Effective January 1, 2008, the Employer shall contribute to the Fund \$559 per month for each regular full-time employee.
- (b) Effective January 1, 2009, the Employer shall contribute to the Fund \$574 per month for each regular full-time employee.
- (c) Effective January 1, 2010, the Employer shall contribute to the Fund \$589 per month for each regular full-time employee.
- (d) Effective January 1, 2011, the Employer shall contribute to the Fund \$604 per month for each regular full-time employee.

14.2 For all other employees, the Employer shall make monthly contributions to the Health Fund, payable when and how the Trustees determine, to cover such employees and their eligible dependents with such health benefits as may be determined by the Trustees of the Health Fund. For such employees, the Employer shall contribute at the following monthly rates:

- (a) In the City of Newark and Hudson County, the Employer shall contribute to the Fund at the following rates:

| | |
|------------------------|--------------------------------|
| Effective July 1, 2008 | \$49.50 per month per employee |
| Effective July 1, 2009 | \$59.00 per month per employee |
| Effective July 1, 2010 | \$68.50 per month per employee |
| Effective July 1, 2011 | \$78.00 per month per employee |

(b) In Essex County (excluding the City of Newark), the Employer shall contribute at the following rates:

| | |
|------------------------|--------------------------------|
| Effective July 1, 2008 | \$49.50 per month per employee |
| Effective July 1, 2009 | \$59.00 per month per employee |
| Effective July 1, 2010 | \$68.50 per month per employee |
| Effective July 1, 2011 | \$78.00 per month per employee |

(c) In Somerset County, the Employer shall contribute at the following rates:

| | |
|------------------------|--------------------------------|
| Effective July 1, 2008 | \$34.50 per month per employee |
| Effective July 1, 2009 | \$49.00 per month per employee |
| Effective July 1, 2010 | \$63.50 per month per employee |
| Effective July 1, 2011 | \$78.00 per month per employee |

(d) In Hunterdon, Middlesex, Monmouth, Morris, Passaic, and Union Counties, the Employer shall contribute at the following rates:

| | |
|------------------------|--------------------------------|
| Effective July 1, 2008 | \$34.50 per month per employee |
| Effective July 1, 2009 | \$49.00 per month per employee |
| Effective July 1, 2010 | \$63.50 per month per employee |
| Effective July 1, 2011 | \$78.00 per month per employee |

(e) In Bergen and Mercer Counties, the Employer shall contribute at the following rates:

| | |
|------------------------|--------------------------------|
| Effective July 1, 2008 | \$19.50 per month per employee |
| Effective July 1, 2009 | \$39.00 per month per employee |
| Effective July 1, 2010 | \$58.50 per month per employee |
| Effective July 1, 2011 | \$78.00 per month per employee |

14.3 Effective January 1, 2008, where the Employer, a signatory to this Agreement, employs window cleaners, the Employer shall make health fund contributions for all full-time window cleaners at the rate for full-time employees, in accordance with the rates set forth above in Article 14.1.

14.4 At all locations at which the Employer is currently contributing to the Building Service 32BJ Health Fund for the "Preferred Tri-State Plan of Benefits," the Employer shall make contributions for full-time employees at the following monthly rates: effective January 1, 2008, \$705; effective January 1, 2009, \$785; effective January 1, 2010, \$864; effective January 1, 2011, \$944. The Employer shall contribute for all new employees assigned to such locations after January 1, 2008, as otherwise provided for above in Article 14.

14.5 Regular full-time employees shall be defined as those employees regularly employed 27 and one-half hours or more per week.

14.6 Employees who are on workers compensation or who are receiving short term disability benefits shall be covered by the Service Employees Local 32BJ Health Fund until they may be covered by Medicare or six (6) months from the date of disability, whichever is earlier

14.7 If during the term of this Agreement, the Trustees of the Building Service 32BJ Health Fund 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 pursuant to the deadlock provisions of the Agreement and Declaration of Trust.

14.8 If any future applicable legislation is enacted, there shall be no duplication or cumulation of coverage, and the parties shall negotiate such change as may be required by law.

Article 14A **Pension Benefits**

14A.1 The Employer shall contribute to the Building Service Local 32BJ Pension Fund, for the “Program C” plan of pension benefits, payable when

and how the Trustees determine for employees in the Hudson Waterfront and Newark working 27 and 1/2 hours per week or more, as set forth below.

(a) Effective January 1, 2010, the Employer shall contribute for all employees in Newark working 27 and 1/2 hours per week or more, \$11.50 per week per employee.

(b) Effective January 1, 2011, the Employer shall contribute for all employees in Hudson Waterfront working 27 and 1/2 hours per week or more, \$11.50 per week per employee.

Article 15 **Legal Fund**

15.1 The Employer shall make contributions to the “Building Service 32BJ Legal Services Fund to cover employees covered by the Agreement with such benefits as may be determined by the Trustees.

15.2 Effective January 1, 2008, the rate of contribution to the Legal Fund shall be \$199.60 per year for each employee.

Article 16
Training Fund

16.1 The Employer shall make contributions to a training and scholarship trust fund known as the “Thomas Shortman Training, Scholarship and Safety Fund” to cover employees covered by the Agreement with such benefits as may be determined by the Trustees.

16.2. Effective January 1, 2008, the rate of contribution to the Thomas Shortman Fund shall be \$169.60 per year for each employee.

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 Any Employer regularly or consistently delinquent in Health, Pension, Legal, or Training

fund payments may be required, at the option of the Trustees of the Funds, to provide the appropriate Trust Fund with security guaranteeing prompt payment of such payments.

17.3 By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law.

17.4 There shall be no Employer contributions to the Funds on behalf of employees during their first six (6) months of employment.

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 (a) In the City of Newark and the Hudson Waterfront, for all locations (or contiguous groupings of locations) over 400,000 square feet, the minimum weekly shift shall be 27 and 1/2 hours.

(b) In all other Counties (and portions thereof with a contractual wage progression), for all locations (or contiguous groupings of locations) set forth below, the Employer agrees to contribute on behalf of all employees to the Local 32BJ Health Plan for the Tri-State Plan of Benefits at the contribution rates set forth in Article 14.1 pertaining to regular full-time employees:

Effective January 1, 2010, at all single-tenant locations (or contiguous groupings of locations) of 1,000,000 square feet or more;

Effective July 1, 2010, at all multi-tenant locations (or contiguous groupings of locations) of 1,000,000 square feet or more;

Effective July 1, 2011, at all locations (or contiguous groupings of locations) of 700,000 square feet or more;

Effective December 1, 2011, at all locations (or contiguous groupings of locations) of 400,000 square feet or more.

Additionally, the parties agree that the Employer shall have the right to increase the work hours of employees at locations covered by 21.2(b) in accordance with the seniority, reduction in force, and lay-off provisions of the Agreement. However, notwithstanding anything to the contrary above, the Employer shall contribute to the Building Service Local 32BJ Health Fund for all employees who work 27 and 1/2 hours per week or more at the rates for regular full-time employees set forth in Article 14.1.

21.3 For all other locations, the minimum regular schedule for employees shall be 4 hours per night.

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

21.5 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.

21.6 The Union and Employers shall establish a joint labor management committee on “Green Buildings.”

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:

- a. 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.

- b. If permissible under applicable law and/or regulations, the affected employee shall be afforded reasonable opportunity to remedy the identified problem before adverse action is taken. When necessary, the employee 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. The Employer shall grant up to four (4) months leave for this purpose. Upon return from leave and remediation of the identified problem, the employee shall return to his or her former posi-

tion, without loss of seniority. However, seniority shall not accrue during such leave. If the employee does not remedy the issue within four (4) months, the employee may be discharged and the Employer shall have no further obligation to hold the his or her position.

- c. Any lawful changes in the employee's documentation, name, or social security number shall not be considered new employment or a break in service and shall not be cause for adverse action.
- d. Unless otherwise required by law or regulation, 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 reverify work authorization. The Employer shall promptly forward a copy of any no-match letter that it receives to the Union.

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 entity, 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.

24.2 All statutes and valid regulations about reinstatement and employment of veterans shall be observed.

Article 25
Wages

25.1 Bergen and Mercer Counties

The minimum wage rate for cleaners on the effective date of this agreement shall be \$9.75 per hour.

Effective April 1, 2008, the minimum wage rate for cleaners shall be \$9.95 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2008, the minimum wage rate for cleaners shall be \$10.20 per hour. All cleaners shall receive either the minimum hourly rate

provided for above or an increase of twenty-five cents (\$0.25) per hour whichever results in the higher rate of pay.

Effective April 1, 2009, the minimum wage rate for cleaners shall be \$10.40 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2009, the minimum wage rate for cleaners shall be \$10.60 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour whichever results in the higher rate of pay.

Effective April 1, 2010, the minimum wage rate for cleaners shall be \$10.80 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2010, the minimum wage rate for cleaners shall be \$11.05 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty-five cents (\$0.25) per hour whichever results in the higher rate of pay.

Effective April 1, 2011, the minimum wage rate for cleaners shall be \$11.25 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2011, the minimum wage rate for cleaners shall be \$11.50 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty-five cents (\$0.25) per hour whichever results in the higher rate of pay.

25.2 Hunterdon, Middlesex, Monmouth, Morris, Passaic, and Union Counties

The minimum wage rate for cleaners on the effective date of this agreement shall be \$10.10 per hour.

Effective April 1, 2008, the minimum wage rate for cleaners shall be \$10.35 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty-five cents (\$0.25) per hour, whichever results in the higher rate of pay.

Effective October 1, 2008, the minimum wage rate for cleaners shall be \$10.60 per hour. All cleaners shall receive either the minimum hourly rate

provided for above or an increase of twenty-five cents (\$0.25) per hour, whichever results in the higher rate of pay.

Effective April 1, 2009, the minimum wage rate for cleaners shall be \$10.85 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty-five cents (\$0.25) per hour, whichever results in the higher rate of pay.

Effective October 1, 2009, the minimum wage rate for cleaners shall be \$11.10 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty-five cents (\$0.25) per hour, whichever results in the higher rate of pay.

Effective April 1, 2010, the minimum wage rate for cleaners shall be \$11.30 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2010, the minimum wage rate for cleaners shall be \$11.55 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty-five cents (\$0.25) per hour, whichever results in the higher rate of pay.

Effective April 1, 2011, the minimum wage rate for cleaners shall be \$11.75 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2011, the minimum wage rate for cleaners shall be \$12.00 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty-five (\$0.25) per hour, whichever results in the higher rate of pay.

25.3 Somerset County

The minimum wage rate for cleaners on the effective date of this agreement shall be \$ 10.10 per hour.

Effective April 1, 2008, the minimum wage rate for cleaners shall be \$10.35 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty-five cents (\$0.25) per hour, whichever results in the higher rate of pay.

Effective October 1, 2008, the minimum wage rate for cleaners shall be \$10.60 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty-five cents (\$0.25) per hour, whichever results in the higher rate of pay.

Effective April 1, 2009, the minimum wage rate for cleaners shall be \$10.85 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty-five cents (\$0.25) per hour, whichever results in the higher rate of pay.

Effective October 1, 2009, the minimum wage rate for cleaners shall be \$11.10 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty-five cents (\$0.25) per hour, whichever results in the higher rate of pay.

Effective April 1, 2010, the minimum wage rate for cleaners shall be \$11.30 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2010, the minimum wage rate for cleaners shall be \$11.55 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty-five cents (\$0.25) per hour, whichever results in the higher rate of pay.

Effective April 1, 2011, the minimum wage rate for cleaners shall be \$11.75 per hour. All cleaners shall receive either the minimum hourly rate pro-

vided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2011, the minimum wage rate for cleaners shall be \$12.00 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty-five cents (\$0.25) per hour, whichever results in the higher rate of pay.

25.4 Essex County (excluding City of Newark)

The minimum wage rate for cleaners on the effective date of this agreement shall be \$10.30 per hour.

Effective April 1, 2008, the minimum wage rate for cleaners shall be \$10.50 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2008, the minimum wage rate for cleaners shall be \$10.75 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty-five cents (\$0.25) per hour, whichever results in the higher rate of pay.

Effective April 1, 2009, the minimum wage rate for cleaners shall be \$10.95 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2009, the minimum wage rate for cleaners shall be \$11.20 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty-five cents (\$0.25) per hour, whichever results in the higher rate of pay.

Effective April 1, 2010, the minimum wage rate for cleaners shall be \$11.40 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2010, the minimum wage rate for cleaners shall be \$11.60 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective April 1, 2011, the minimum wage rate for cleaners shall be \$11.80 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2011, the minimum wage rate for cleaners shall be \$12.00 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

25.5 West Hudson and Meadowlands

The minimum wage rate for cleaners on the effective date of this agreement shall be \$10.50 per hour.

Effective April 1, 2008, the minimum wage rate for cleaners shall be \$10.70 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2008, the minimum wage rate for cleaners shall be \$10.90 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective April 1, 2009, the minimum wage rate for cleaners shall be \$11.10 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2009, the minimum wage rate for cleaners shall be \$11.30 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective April 1, 2010, the minimum wage rate for cleaners shall be \$11.45 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of fifteen cents (\$0.15) per hour, whichever results in the higher rate of pay.

Effective October 1, 2010, the minimum wage rate for cleaners shall be \$11.65 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective April 1, 2011, the minimum wage rate for cleaners shall be \$11.80 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of fifteen cents (\$0.15) per hour, whichever results in the higher rate of pay.

Effective October 1, 2011, the minimum wage rate for cleaners shall be \$12.00 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

25.6 Hudson Waterfront

The minimum wage rate for cleaners on the effective date of this agreement shall be \$11.50 per hour.

Effective April 1, 2008, the minimum wage rate for cleaners shall be \$11.80 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of thirty cents (\$0.30) per hour, whichever results in the higher rate of pay.

Effective October 1, 2008, the minimum wage rate for cleaners shall be \$12.10 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of thirty cents (\$0.30) per hour, whichever results in the higher rate of pay.

Effective April 1, 2009, the minimum wage rate for cleaners shall be \$12.40 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of thirty cents (\$0.30) per hour, whichever results in the higher rate of pay.

Effective October 1, 2009, the minimum wage rate for cleaners shall be \$12.70 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of thirty cents (\$0.30) per hour, whichever results in the higher rate of pay.

Effective April 1, 2010, the minimum wage rate for cleaners shall be \$12.90 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2010, the minimum wage rate for cleaners shall be \$13.10 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective April 1, 2011, the minimum wage rate for cleaners shall be \$13.30 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2011, the minimum wage rate for cleaners shall be \$13.50 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective December 1, 2011, the minimum wage rate for cleaners shall be \$14.00 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of fifty cents (\$0.50) per hour, whichever results in the higher rate of pay.

25.7 Newark

The minimum wage rate for cleaners on the effective date of this agreement shall be \$12.50 per hour.

Effective April 1, 2008, the minimum wage rate for cleaners shall be \$12.70 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2008, the minimum wage rate for cleaners shall be \$12.90 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective April 1, 2009, the minimum wage rate for cleaners shall be \$13.10 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2009, the minimum wage rate for cleaners shall be \$13.30 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective April 1, 2010, the minimum wage rate for cleaners shall be \$13.50 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective October 1, 2010, the minimum wage rate for cleaners shall be \$13.70 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of twenty cents (\$0.20) per hour, whichever results in the higher rate of pay.

Effective April 1, 2011, the minimum wage rate for cleaners shall be \$13.85 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of fifteen cents (\$0.15) per hour, whichever results in the higher rate of pay.

Effective October 1, 2011, the minimum wage rate for cleaners shall be \$14.00 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of fifteen cents (\$0.15) per hour, whichever results in the higher rate of pay.

25.8 Leadpersons and Handypersons

Leadpersons and handypersons shall be paid \$2.00 per hour more than the minimum rate pro-

vided for cleaners in the applicable county or portion thereof, or shall receive the overscale increase as provided above if those increases shall result in a higher rate of pay.

25.9 Window-Cleaners

The minimum wage rate for window cleaners on the effective date of this agreement shall be \$15.83 per hour.

Effective April 1, 2008, the minimum wage rate for window cleaners shall be \$16.15 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of thirty-two cents (\$0.32) per hour, whichever results in the higher rate of pay.

Effective October 1, 2008, the minimum wage rate for window cleaners shall be \$16.47 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of thirty-two cents (\$0.32) per hour, whichever results in the higher rate of pay.

Effective April 1, 2009, the minimum wage rate for window cleaners shall be \$ 16.80 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of thirty-three cents (\$0.33) per hour, whichever results in the higher rate of pay.

Effective October 1, 2009, the minimum wage rate for window cleaners shall be \$17.13 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of thirty-five cents (\$0.35) per hour, whichever results in the higher rate of pay.

Effective April 1, 2010, the minimum wage rate for window cleaners shall be \$17.48 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of thirty-four cents (\$0.34) per hour, whichever results in the higher rate of pay.

Effective October 1, 2010, the minimum wage rate for window cleaners shall be \$17.83 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of thirty-five cents (\$0.35) per hour, whichever results in the higher rate of pay.

Effective April 1, 2011, the minimum wage rate for window cleaners shall be \$18.18 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of thirty-five cents (\$0.35) per hour, whichever results in the higher rate of pay.

Effective October 1, 2011, the minimum wage rate for window cleaners shall be \$18.55 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of thirty-seven cents (\$0.37) per hour, whichever results in the higher rate of pay.

25.10 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, 2011 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 within the same zone, upon notification to the Union. This clause shall not apply to contracts entered into before December 1, 2011 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 January 1, 2008 until December 31, 2011.

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.

Article 28

Security Background Checks

28.1 All employees shall be subject to security background checks at any time based on a written customer requirement. An employee shall cooperate with an Employer as necessary for obtaining security background checks. Any employee who refuses to cooperate shall be subject to termination. Employees who fail such security background check shall be subject to termination.

28.2 For the purpose of this provision, just cause to terminate an employee who has failed a security background check exists only if it is established that one or more of the findings of the background security check is directly related to his/her job functions or responsibilities, or that the continuation of employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public or constitute a violation of any applicable governmental rule or regulation. If the customer determines that the employee has failed a security background check, but the Employer lacks cause for termination under this provision, the terms of Article 29 (Involuntary Transfer) shall apply.

28.3 All security background checks shall be confidential, and may be disclosed only to the Union as necessary for the administering of this Agreement

and/or as required by law. The Employer shall pay all costs of any security background checks. The Employer cannot deduct from paychecks the cost of pre-employment screenings.

Article 29

Involuntary Transfer

29.1 If an employee is removed from a location upon the written demand of a customer, the Employer may remove the employee from further employment at that location, provided there is a good faith reason to justify such removal, apart from the demand itself. The Employer shall provide to the Union a copy of any such written demand. Unless the Employer has cause to discharge the employee, the Employer will place the employee in a similar job at another facility within the same County covered by this Agreement, or if there is more than one contractual wage progression within the County, within the portion of the County sharing the same wage progression, unless the Union and Employer agree to place the employee in a similar job in a different County covered by this Agreement, or within a portion of the County with a different contractual wage progression, without loss of entitlement seniority or reduction in pay or benefits, and pay Displacement Pay to such employee in the amount set forth below.

Employees with:

Displacement Pay:

| | |
|---------------------------|-----------------|
| less than 12 years | 2 weeks' wages |
| 12 but less than 15 years | 3 weeks' wages |
| 15 but less than 17 years | 6 weeks' wages |
| 17 but less than 20 years | 7 weeks' wages |
| 20 but less than 25 years | 8 weeks' wages |
| 25 or more years | 10 weeks' wages |

29.2 In the event an employee is transferred to another building and is not filling a vacant position, the Employer shall seek volunteers on the basis of seniority within the job title. If there are no volunteers, the junior employee shall be selected for transfer and receive the same Displacement Pay and protection afforded to the transferred employee.

Article 30

Management's Rights

30.1 The Union recognizes the right of the Employer to direct and control its policies, subject to the provisions of this Agreement.

30.2 The Union and its members will cooperate with the Employer within the provisions of this Agreement to facilitate the efficient operation of jobs.

Article 31
Health and Safety

31.1 The Employer shall provide and maintain a safe and healthy work place for all employees, and the Employer shall comply with all federal, state and local laws relating to health and safety. The Employer will provide all necessary supplies and protective gear free of charge. The Employer shall provide appropriate snow gear and equipment to all employees who clear snow.

SEIU Local 32BJ

By: _____

Dated: _____

Employer _____

By: _____

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, 2011. No Employer that is paying employees at an account/location on a weekly basis as of December 1, 2007 shall commence paying employees at that account/location on a bi-weekly basis.

**SIDE LETTER ON SOCIAL
SECURITY “NO MATCH”**

This is to confirm our understanding during our recent negotiations that an Employer may not invoke Article 28 (Security Background Checks) in connection with a Social Security “no match.”