

MEMORANDUM OF AGREEMENT

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 32BJ (“Local 32BJ” or the “Union”) and **BUILDING OPERATORS LABOR RELATIONS, SUBURBAN SECTION** (“Association”) acting for and on behalf of such of its contractor members, each of whom are referred to as “Employer,” agree that except as provided below, all terms and conditions of the existing 2006 Philadelphia Suburban Contractors Agreement shall remain in full force and effect, except as modified herein.

- 1). The Preamble shall be modified as follows.

This multi-employer agreement entered into this 1st day of November, 2010 by and between Building Operators Labor Relations, Suburban Section (hereinafter called “Association”) acting for and on behalf of such of its contractor members (each of whom hereafter referred to as “Employer”) on the one hand, and Service Employees International Union Local 32BJ (hereinafter “the Union”) on the other hand. The Union and the Employer, intending to be legally bound, hereby agree as follows:

- 2). Section 4.2 shall be modified to read as follows:

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 the Association 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 ten (10) calendar days following the notice to the Grievance Committee. Failure of either party to meet within said ten (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 Association in accordance with its then prevailing rules.

- 3). Section 4.3 shall be deleted in its entirety.
- 4). Article 14 ("Health Insurance"), Section 14.5 shall be modified to read as follows:

Effective November 1, 2010, the Employer shall contribute for each regular full-time employee \$589.00 per month. Effective January 1, 2011, the Employer shall contribute for each regular full-time employee \$604.00 per month.

- 5). Article 25 ("Wages"), Section 25.1 shall be modified to read as follows:

Effective July 1, 2011, the minimum wage rate for cleaners shall be \$10.80 per hour.

- 6). The parties agree that the \$0.30 per hour increase to the minimum wage rate effective July 1, 2011 shall be the only increase to base wages for the period July 1, 2011 through June 30, 2012, and shall not be subject to increase for that period in connection with negotiations for a successor collective bargaining agreement.

- 7). Article 26 ("Most Favored Nations"), Section 26.1 shall be amended to add the following paragraph:

The Union agrees to file with the Association a copy of each Collective Bargaining Agreement it enters into with respect to a location described in Article 1 of this Agreement within thirty (30) days following the execution of such Agreement.

- 8). Article 26 ("Most Favored Nations"), Section 26.2 shall be modified to read as follows:

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, the economic terms or conditions of which are more favorable than the terms contained in this Agreement, all Employers shall be entitled to and may have the full benefit of any and all such more favorable terms for any Class A or B commercial office building, upon notification to the Union. This clause shall not apply to contract riders entered into before December 1, 2011 even if the terms of any such contract riders extend beyond that date, provided that any such contract riders set forth a schedule of wage and benefit increases.

- 9). Article 27 ("Duration"), Section 27.1 shall be modified to read as follows:

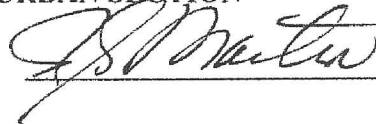
This Agreement shall be effective from November 1, 2010 through and including December 15, 2011.

- 10). Article 27 ("Duration"), Section 27.2 shall be modified to read as follows:

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, either party, upon three (3) days written notice to the other, may terminate this agreement.

Intending to be legally bound, the parties hereby affix their signatures below.

**BUILDING OPERATORS LABOR RELATIONS,
SUBURBAN SECTION**

BY:  11/11/10

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 32BJ**

BY:  11/11/10

I assent to all terms of this Memorandum of Agreement.

NAME OF EMPLOYER

BY: _____

DATED: _____