

2016 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 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) 2015 Pittsburgh Central Business District Contractors Agreement, (b) 2015 Suburban Pittsburgh Contractors Agreement, (c) 2015 Washington Service Contractors Agreement, (d) the 2016 Independent Contractors Agreement (or its RAB counterpart), (e) the 2016 Long Island Contractors Agreement, (f) the 2016 Hudson Valley and Fairfield County Contractors Agreement, (g) the 2016 Hartford Contractor’s Agreement, (h) the 2016 Connecticut Contractors Agreement, (i) the 2015 Philadelphia BOLR and Contractors Agreement, (j) the 2015 Philadelphia Suburban Contractors Agreement, (k) the 2016 Delaware Contractors Agreement, and (l) the 2016 New England 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 or more square feet, 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. Above scale riders are listed and described in Appendix A.
- 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 e-mail 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 (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 Rights

- 2.1 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. Where access is not provided, the Employer shall provide one hour every six months for the employees to meet with the Union and/or the Funds to assure proper implementation of the contract. The Employer shall pay for the cost of the meeting room.
- 2.2 The Employer shall recognize a Union Steward selected by the Union for each building/location and each shift at a building/location that has at least 10 employees.
- 2.3 Shop stewards shall be present at all terminations and shall be given an opportunity before or after working hours to meet with new employees to provide information on the Union.
- 2.4 In addition, the Employer will provide new employees 30 minutes of paid time off once per quarter for a meeting on-site with the Union during work time, upon being provided notice from the Union no less than five days in advance.
- 2.5 The Employer agrees to provide one shop steward per building per shift with one day of paid time off during the life of this agreement so that the steward may attend shop steward training classes during work hours, upon written notice from the Union of at least ten working days.

Article 3. Union Security and Check-off

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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. At the time of hire or not later than upon the employee's becoming eligible, the Employer shall give to the new employees a packet, provided by the Union,

containing a Union membership application form, check-off authorization form, and, where appropriate, benefit fund enrollment forms. The Employer will send to the Union offices those forms (or portions thereof) that the employee chooses to fill out and return to the Employer. The Union agrees to hold the Employer harmless and indemnified against any and all claims, liability or fault arising out of the Employer's compliance with this Article.

- 3.6 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.
- 3.7 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.
- 3.8 The Employer shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

Article 4: Discharge and Discipline

- 4.1 Employees shall not be discharged, suspended or otherwise disciplined by the Employer without just cause after a sixty (60) day trial or probationary period.
- 4.2 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 5. Grievance/Arbitration

- 5.1 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.
- 5.2 All grievances, except a grievance involving basic wage violations including contributions to employee benefit funds, dues and initiation fees, and American Dream Fund remittals 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.
- 5.3 The Union shall request a Step 2 meeting on unresolved grievances within thirty (30) days of filing the grievance. If the employer does not make itself available for a Step 2 meeting within 10 working days of the request, the Union may proceed to arbitration.
- 5.4 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 2016 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 6. Contractor Transition

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.

- 6.5 When Employers bid on work covered by this Agreement, , upon their written request which must include a written request from the client, the Union will provide in a timely manner to all invited bidders, name, wage rate, schedule of hours and date of hire and any applicable rider. This information shall be provided by the Union's dues department's V3 system. Inaccuracies in the information provided by the incumbent Employer shall not excuse any obligations under this agreement of the Employer acquiring the account/location.
- 6.6 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. When a job location changes from one cleaning contractor to another, the signatory company or companies shall pay their respective pro-rata vacation payments based upon the proportion of the calendar year each cleaned the facility, account or job. For example, if a contractor cleaned a facility up to July 31st, that contractor would be responsible to pay seven-twelfths (7/12) of the remaining unpaid vacations and the new contractor would be obligated to pay five twelfths (5/12) of the remaining unpaid vacations for that year. The leaving contractor shall pay its share of the accrued vacation to any affected employees within 14 days of its last day at the job location.
- 6.7 No later than seven (7) days after relinquishing the job location to the new contractor, the leaving contractor shall provide the Union with a list of all the employees, their scheduled hours, their scheduled vacation, personal and sick days, if any, for the year, and an itemization of how much of this time off has been taken and/or paid for. Failure to provide this list to the Union within seven (7) days of relinquishing the facility shall obligate the leaving contractor to pay affected employees the balance of the year's paid time off.

Article 7. Seniority and Bumping

- 7.1 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.

- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 There shall be no transfer of employees from one location to another without the Union's consent.

- 7.8 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 8. Workload/Reductions

- 8.1 No employee shall be assigned an unreasonable workload.
- 8.2 (a) The Employer may not reduce the staffing level assigned to any location either through attrition or lay-off unless: 1) it can provide a written request from the client including revised contract specifications demonstrating an appreciable decrease in the work to be done; or 2) it is introducing improved technology that leads to an appreciable decrease in hours needed.
- (b) The Employer shall bargain with the Union before any reduction. If the bargaining required by this paragraph results in an impasse, then the matter shall be submitted for arbitration as called for in this Agreement on an expedited basis.

Article 9. Prior Better Terms and Conditions

- 9.1 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.
- 9.2 All rider agreements currently in effect whose terms extend beyond December 31, 2015, 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.
- 9.3 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 10. Picket Line/No Strike Clause

- 10.1 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.
- 10.2 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 to provide the Union with information or notices required by Article 6 above.
- 10.3 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 11. Leaves of Absence

- 11.1 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.
- 11.2 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.

- 11.3 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.
- 11.4 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.
- 11.5
 - (a) The Employer may hire a temporary employee to replace a worker on an approved disability leave of absence or unpaid leave of absence where such leave is scheduled for more than four (4) calendar weeks if the union has been notified in advance of the LOA/ DLOA and the name of the replacement employee. In such circumstances, the employer may pay the replacement worker 90% of the rate which the employee on leave was receiving for up to twenty six (26) calendar work weeks.
 - (b) Replacement employees who work during a total of more than 26 work weeks in a calendar year shall receive the regular rate for all hours worked after the first 26 work weeks.
 - (c) Replacement employees shall have preference in consideration for permanent vacancies. All other provisions of the Agreement shall apply to the replacement employee.
 - (d) If the Employer violates this provision by failing to provide notice to the Union as required in "a" above or by paying the 90% rate beyond the time limit in "a" above, then the

Employer shall pay the replacement worker 100% of the salary of the worker he is replacing from the first day of his employment.

Article 12. Vacations

12.1 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

Vacation Calculation

12.2 The vacation pay shall be computed at straight hourly pay and shall be based on the number of working hours of the regularly scheduled workweek of each employee.

- (a) In accordance with the 2016 RAB Contractors Agreement Article XVI, Paragraph 14, sections b & c, an employee who is entitled to Workman's Compensation, whether s/he has collected it or not, shall receive full vacation credit. If an employee is sick or disabled (and is not entitled to Workman's Compensation), s/he shall receive full vacation credit if s/he is out of work three (3) months or less. If s/he out of work more than three (3) months, the vacation credit shall be pro-rated with the first three (3) months of leave deemed time at work.
- (b) The day for determination of vacation entitlement is December 31st.
- (c) The Employer reserves the right to allocate vacation during the period from January 1st to December 31st. Any requests for

vacation shall be scheduled at the Employer's reasonable discretion subject to the terms of this Article.

- (d) 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 the vacation is given. The vacation year shall be January 1st to December 31st.
- (e) If an employee desires to take his or her vacation before April 1st, said employee must make a request in writing thirty (30) days prior to the first day of the vacation requested. This request must receive official approval of the Service Manager in writing to the employee.
- (f) Employees discharged for the cause shall not be entitled to vacation accrual. Any employee who leaves his position of his own accord, without two (2) weeks prior written notice, shall not be entitled to vacation accrual.
- (g) All employees entitled to vacation periods must take the time. No one will be permitted to work during his or her vacation unless the Employer agrees otherwise.
- (h) Choice of vacation periods shall be according to seniority. Employees, by seniority, are required to choose their vacation dates prior to March 15th. Failure to provide the Employer with specific dates as of March 15th will result in the employee being dropped to the bottom of the seniority list for vacation period determination.

12.3 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.

12.4 If the Employer fails to pay in accordance with Article 12.3 when the vacation has been regularly scheduled with approved written notice, the Employer shall pay an additional two (2) days for each vacation week due at that time.

Article 13. Sick Days

- 13.1 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 14. Bereavement Pay and Jury Duty

- 14.1 In the event of a death in the employee's immediate family (parent, spouse, child, brother or sister, grandparents or domestic partner) 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. To be eligible for funeral leave for a domestic partner, the employee must have a civil union certificate from a state in the U.S. or province in Canada where same gender civil unions are valid.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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 15. Health Insurance

- 15.1 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 ½) 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, 2016, the Employer shall contribute to the Fund \$895 per month for each regular full-time employee.
 - (b) Effective January 1, 2017, the Employer shall contribute to the Fund \$959 per month for each regular full-time employee.
 - (c) Effective January 1, 2018, the Employer shall contribute to the Fund \$1036 per month for each regular full-time employee.
 - (d) Effective January 1, 2019, the Employer shall contribute to the Fund \$1116 per month for each regular full-time employee.
- 15.2 Except employees employed in buildings south of Route 195, for all employees not covered by Paragraph 15.1, the Employer shall make monthly contributions of \$78.00 per employee 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.
- 15.3 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 15.1.
- 15.4 Regular full-time employees shall be defined as those employees regularly employed 27 and one-half hours or more per week.

- 15.5 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
- 15.6 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.
- 15.7 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 16. Pension Benefits

- 16.1 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 as set forth below. The Employer shall contribute for all employees thirty-eight cents (\$0.38) per hour per employee.

Article 17. Legal Fund

- 17.1 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.
- 17.2 The rate of contribution to the Legal Fund shall be \$16.63 per month for each employee.

Article 18. Training Fund

- 18.1 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.
- 18.2 The rate of contribution to the Training Fund shall be \$14.13 per month for each employee.

Article 19. Provisions Applicable to All Funds

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 There shall be no Employer contributions to the Funds on behalf of employees during their first six (6) months of employment. Effective on January 1, 2014, the waiting period for all Employer contributions to the Health Fund shall be reduced from six (6) months to ninety days. However, in the event the federal law mandating healthcare coverage after ninety (90) days of employment is modified (judicially

or otherwise), the waiting period under this Agreement shall be the shorter of such modified period or six (6) months.

- 19.5 The parties agree that, in the event that the President of the Union and the President of the Realty Advisory Board on Labor Relations, Inc. determine in their discretion and upon their mutual consent to change the portion of contributions allocated to the Thomas Shortman Training, Scholarship and Safety Fund and the Building Service 32BJ Legal Services Fund, the Employer shall adopt the same reallocation effective 30 days following notification by the Union of such reallocation; provided that the total amounts contributed to such Funds collectively pursuant to such reallocation shall not exceed the amounts that would otherwise be contributed to such Funds collectively pursuant to this Agreement in the absence of such reallocation.

Article 20. Holidays

- 20.1 The following are designated as paid holidays for post-probationary employees: New Year's 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. An Employer may withhold holiday pay from an employee who misses her/his last scheduled shift either immediately before or immediately after the holiday unless the employee is on floating holiday, vacation or bereavement leave for the missed shift.

Article 21. Bulletin Boards

- 21.1 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 22. Vacancies and Promotions

22.1 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 23. The Workweek, Overtime and Method of Pay

23.1 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.

- 23.2 (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 ½ 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 15.1 pertaining to regular full-time employees:

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 Article 23.2(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 ½ hours per week or more at the rates for regular full-time employees set forth in Article 15.1.

- (c) During the term of this Agreement, the Union and Employers agree to identify various additional large buildings and to discuss a plan to attempt to transition these buildings to either full time or to six hour schedules for bargaining unit employees. In developing the Plan, the parties shall take into consideration the owner's willingness to change the existing schedule, potential cost savings, and other relevant factors. The Employer which has the contract in the building will then engage in good faith discussions with the building owner or operator regarding the feasibility of modifying the cleaning schedule so that all or some of the bargaining unit employees will have full time or six hour schedules.
- 23.3 For all other locations, the minimum regular schedule for employees shall be 4 hours per night.
- 23.4 Employees shall be paid a minimum of 4 hours pay per night when called in to work.
- 23.5 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.
- 23.6 The Union and Employers shall establish a joint labor management committee on "Green Buildings."

Article 24. Work Authorization and Status Disputes

- 24.1 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.
- (a) 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 nine (9) months leave for this purpose. Upon return from leave and remediation of the identified problem, the employee shall return to his or her former position, without loss of seniority. However, seniority shall not accrue during such leave. If the employee does not remedy the issue within nine (9) months, the employee may be discharged and the Employer shall have no further obligation to hold the his or her position.

- (b) 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.
- (c) 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.

24.2 The parties shall appoint representatives to negotiate additional aspects of this issue.

Article 25. Successors, Assigns and Subcontracting

25.1 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.

- 25.2 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.
- 25.3 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 26. Non-Discrimination

- 26.1 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.
- 26.2 All statutes and valid regulations about reinstatement and employment of veterans shall be observed.

Article 27. Wages

27.1 Bergen and Mercer Counties

The minimum wage rate for cleaners on the effective date of this agreement shall be \$13.30 per hour.

Effective July 1, 2016, the minimum wage rate for cleaners shall be \$13.75 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty-five cents (\$0.45) per hour, whichever results in the higher rate of pay.

Effective July 1, 2017, the minimum wage rate for cleaners shall be \$14.25 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.

Effective July 1, 2018, the minimum wage rate for cleaners shall be \$14.80 per hour. All cleaners shall receive either the minimum hourly

rate provided for above or an increase of fifty-five cents (\$0.55) per hour, whichever results in the higher rate of pay.

Effective July 1, 2019, the minimum wage rate for cleaners shall be \$15.35 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of fifty-five cents (\$0.55) per hour whichever results in the higher rate of pay.

27.2 Hunterdon, Middlesex, Monmouth, Morris, Passaic, Union, Somerset, Essex (excluding the City of Newark), and West Hudson Counties and the Meadowlands

The minimum wage rate for cleaners on the effective date of this agreement shall be \$13.60 per hour.

Effective July 1, 2016, the minimum wage rate for cleaners shall be \$14.05 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty-five cents (\$0.45) per hour, whichever results in the higher rate of pay.

Effective July 1, 2017, the minimum wage rate for cleaners shall be \$14.50 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty-five cents (\$0.45) per hour, whichever results in the higher rate of pay.

Effective July 1, 2018, the minimum wage rate for cleaners shall be \$15.00 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.

Effective July 1, 2019, the minimum wage rate for cleaners shall be \$15.55 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of fifty-five cents (\$0.55) per hour, whichever results in the higher rate of pay.

27.3 Hudson Waterfront

The minimum wage rate for cleaners on the effective date of this agreement shall be \$15.40 per hour.

Effective July 1, 2016, the minimum wage rate for cleaners shall be \$15.85 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty-five cents (\$0.45) per hour, whichever results in the higher rate of pay.

Effective July 1, 2017, the minimum wage rate for cleaners shall be \$16.30 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty-five cents (\$0.45) per hour, whichever results in the higher rate of pay.

Effective July 1, 2018, the minimum wage rate for cleaners shall be \$16.80 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.

Effective July 1, 2019, the minimum wage rate for cleaners shall be \$17.30 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.

27.4 Newark

The minimum wage rate for cleaners on the effective date of this agreement shall be \$15.50 per hour.

Effective July 1, 2016, the minimum wage rate for cleaners shall be \$15.90 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty cents (\$0.40) per hour, whichever results in the higher rate of pay.

Effective July 1, 2017, the minimum wage rate for cleaners shall be \$16.30 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty cents (\$0.40) per hour, whichever results in the higher rate of pay.

Effective July 1, 2018, the minimum wage rate for cleaners shall be \$16.80 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.

Effective July 1, 2019, the minimum wage rate for cleaners shall be \$17.30 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.

27.5 South Jersey (locations south of Route 195)

The minimum wage rate for cleaners on the effective date of this agreement shall be \$10.00 per hour.

Effective July 1, 2016, the minimum wage rate for cleaners shall be \$10.55 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of fifty-five cents (\$0.55) per hour, whichever results in the higher rate of pay.

Effective July 1, 2017, 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 fifty-five cents (\$0.55) per hour, whichever results in the higher rate of pay.

Effective July 1, 2018, 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 fifty-five cents (\$0.55) per hour, whichever results in the higher rate of pay.

Effective July 1, 2019, the minimum wage rate for cleaners shall be \$12.20 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of fifty-five cents (\$0.55) per hour, whichever results in the higher rate of pay.

27.6 The Employer agrees to execute a rider reflecting prevailing wage standards where prevailing wage and/or benefit rates are greater than the wage and/or benefit rates in the NJCA.

27.7 Leadpersons and Handypersons

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

27.8 Window-Cleaners

The minimum wage rate for window cleaners on the effective date of this agreement shall be \$20.15 per hour.

Effective July 1, 2016, the minimum wage rate for window cleaners shall be \$20.60 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty-five cents (\$0.45) per hour, whichever results in the higher rate of pay.

Effective July 1, 2017, the minimum wage rate for window cleaners shall be \$21.05 per hour. All cleaners shall receive either the minimum hourly rate provided for above or an increase of forty-five cents (\$0.45) per hour, whichever results in the higher rate of pay.

Effective July 1, 2018, the minimum wage rate for window cleaners shall be \$21.55 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.

Effective July 1, 2019, the minimum wage rate for window cleaners shall be \$22.05 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.

27.9 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 28. Most Favored Nations

28.1 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.

28.2 In the event that the Union enters into a contract on or after December 1, 2019 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, 2019 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 29. Duration

29.1 This agreement shall be effective from January 1, 2016 until December 31, 2019.

29.2 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 30. Security Background Checks

30.1 All employees shall be subject to security background checks at any time based on a written customer requirement so long as the written notice is provided to the Union prior to the background check. 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.

- 30.2 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 31 (Involuntary Transfer) shall apply.
- 30.3 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 31. Involuntary Transfer

- 31.1 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 make a reasonable effort to provide the written demand prior to the transfer. 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 agrees 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

31.2 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 32. Management's Rights

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

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

Article 33. Health and Safety

33.1 The Employer shall provide and maintain a safe and healthy workplace 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.

Article 34. Schools

34.1 The Lead classification shall not apply at schools. Instead, the following classifications shall apply:

- (a) Custodian – School Cleaner

(b) Custodian with Black Seal License – When a custodial employee holding a valid New Jersey Black Seal boiler operator’s License is operating the mechanical systems under his/her License for an hour or more, he/she shall receive a premium of an extra \$0.50 per hour above the Cleaner rate or \$0.50 per hour above his/her regular rate, whichever results in the greater rate of pay. The premium shall be paid in hourly increments, i.e., he/she shall receive it for any portion of an hour worked under his License.

(c) Effective next bidding cycle for each school covered by the CBA (and not covered by a rider) and for all bids that designate the position of “Head custodian”, the Head custodians shall receive a premium of \$1.50 per hour above the Cleaner rate or above his/her regular rate, whichever results in the greater rate of pay. Head custodians who hold a valid New Jersey Black Seal Boiler Operators License shall receive \$2.00 per hour premium rate.

(d) The implementation of these classifications shall be determined through rider bargaining for each school district.

34.2 For accounts not covered by riders, the Employer shall pay the Article 25 wage rates and increases in any year in which the employer’s compensation is set in the bid. In extension years in which state law limits increased payments to the Employer to a CPI formula, the Employer shall pay wage increases based on the School Index formula below.

The Schools Index Percent shall be effective July 1. The Schools Index Percent amount shall equal the total economic package (the total cost to the Employer for wages, health fund, legal fund, and training fund) in effect on June 30th for that year multiplied by the percentage increase in the CPI as described in Chapter 18 of the

NJGS. The increased funding amounts shall be allocated first to fund the increased health fund costs. The remaining portion of the increase funding amount (if any) shall then be allocated to equal wage increases for all bargaining unit employees. Regardless of the Schools Index Percent amount the Employer shall pay the Benefit Fund rates set forth in Articles 15-18.

In the subsequent bid the wage rates in Article 27 shall apply in any year in which the employer's compensation is set in the bid. In addition the employer who wins the bid shall pay each full time employee who is on payroll the first day of the new contract a bonus of \$55.00 for each full month the employee worked under the School Index formula. For each part time employee who is on payroll the first day of the new contract the employer winning the bid shall pay a bonus of \$25.00 for each full month the employee worked under the School Index formula. The amount of the bonus shall not exceed the wages that would have been paid if the employee had received the Article 25 wage rates during the time s/he received wages under the School Index formula.

- 34.3 Thomas Shortman Training Fund – The Employer shall make all reasonable efforts to work with the Director of Facilities of the School District to ensure that the Boilers are available to the Training Fund Staff in order for them to conduct classes to educate employees to prepare them for the New Jersey Black Seal Licensing Examination.
- 34.4 Prevailing Wage – the Employer shall compensate all construction work in accordance with the New Jersey Prevailing Wage Law.
- 34.5 Travel Between Schools – When the Employer requires an employee to travel from one school to another within a district or to another district during a work day as part of his required job duties, the Employer shall compensate the employee for his/her travel time. The Employer shall compensate an employee at the IRS mileage

reimbursement rate for any such travel of ten (10) miles or more if he uses his own car. This does not apply to workers traveling between different part-time jobs.

- 34.6 Seniority and Bumping – For purposes of this Agreement, the entire school district shall be considered one location. Accordingly, any bumping due to a reduction in force shall occur throughout the District and the seniority of an employee shall not be attributed to the particular school building they are assigned to, but rather the entire School District. A more senior employee in a higher job classification can bump the least senior custodian and would then receive the custodian rate.
- 34.7 Snow – It is understood that employees’ regular job responsibilities include snow removal. The employer shall offer overtime snow removal work on a volunteer basis in seniority order. If an insufficient number of employees volunteer, then the Employer may require employees to perform such work in inverse seniority order.
- 34.8 Loss of State Clearance: Should an employee lose his/her state clearance to work in schools, the situation shall be treated as a loss of employment eligibility consistent with Article 24.1.
- 34.9 Uniforms and Personal Appearance:
- (a) The parties agree that personal cleanliness and appearance are important in facility service. It is the policy that all employees shall wear clean uniforms, maintain a high degree of personal cleanliness, and conform to hygienic practices while on duty.
 - (b) Uniforms appropriate to the shift and the school environment as determined by the School District and the Employer shall be provided to employees at no cost to the employees. The employees must wear other clothing and footwear as determined by the Employer.

34.10 The Employer will provide uniforms.

- (a) The Employer shall provide, as it determines is appropriate, slip resistant shoes and/or shoe covers at no cost to the employees.
- (b) If an employee destroys, damages, or loses his uniform, the employee shall be responsible for the cost of replacement.
- (c) Employees must wear the uniform as directed by the Employer.

34.11 Upon a showing of majority support, the Union and Employer will enter into rider bargaining for each site. Consistent with the past practice of rider bargaining, the goal of such bargaining shall be to bring employees to the standard wage and benefit level for the relevant geography.

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, 2019. No Employer that is paying employees at an account/location on a weekly basis as of December 1, 2015 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."

Appendix A

The following list may not be exhaustive. The Union is not waiving the provisions of any above-scale riders because they are not listed herein. The following above scale terms shall apply to the worksites listed below:

Gateway 1

Holidays

All employees shall receive seven (7) paid holidays per year: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day, and two (2) paid personal day per year.

Sick Days

Employees shall receive six (6) paid sick days per year after one year of employment. Any employee with perfect attendance for the calendar year shall receive an attendance bonus of \$100.00.

Meal Allowance

Any employee who has worked eight hours in a day and is required to work at least four hours of overtime in that day shall be paid a \$15 meal allowance.

Gateway 2

Wages

Assistant Porters shall be paid a minimum of \$0.25 per hour over the rate for cleaners.

Holidays

All employees shall receive nine (9) paid holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas Day, and two (2) paid personal days per year.

Sick Days

Employees shall receive six (9) paid sick days per year after one year of employment. Employees who continue employment through the end of any calendar year will receive full pay for all unused sick days. Any employee with perfect attendance for the calendar year shall receive an attendance bonus of \$100.00.

Meal Allowance

Any employee who has worked eight hours in a day and is required to work at least four hours of overtime in that day shall be paid a \$15 meal allowance.

Gateway 3

Holidays

All employees shall receive nine (9) paid holidays per year: New Years Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas Day, Employees Birthday, and one (1) paid personal day per year.

Sick Days

Employees shall receive six (6) paid sick days per year after one year of employment. Any employee with perfect attendance for the calendar year shall receive an attendance bonus of \$100.00.

Meal Allowance

Any employee who has worked eight hours in a day and is required to work at least four hours of overtime in that day shall be paid a \$15 meal allowance.

Gateway 4

Holidays

All employees shall receive seven (7) paid holidays per year: New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day, and two (2) paid personal day per year.

Sick Days

Employees shall receive six (6) paid sick days per year after one year of employment. Any employee with perfect attendance for the calendar year shall receive an attendance bonus of \$100.00.

Meal Allowance

Any employee who has worked eight hours in a day and is required to work at least four hours of overtime in that day shall be paid a \$15 meal allowance.

Prudential Headquarter – 745 Broad Street, Newark

Wages

Classification
Lead Mover
Mover/Utility
Upholsterers
Low Pressure Cleaners
Low Pressure Lead
Cleaners/Porters Night
Porter Matron Day
Executive Porter Day
Lead Porters Day/Night
Floor Shampooer

Holidays

All employees shall receive eight (8) paid holidays per year, which shall be the building holidays. All employees shall also receive two (2) paid personal days per year.

Prudential Roseland

Classifications

Utility Cleaner – Night

Lead Cleaner – Night

Matron/Porter – Day

Utility Cleaner – Day

Moving Crew

Heavy Duty Mover/Utility

Assistant Heavy Duty Mover

Lead Cleaner – Day

Executive Porter – Night

Sick Days

Full-time employees shall receive in the succeeding January one day's pay for each unused sick day.

Holidays

All employees shall receive ten (10) paid holidays each year: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, and two personal days.

Exxon Linden

Holidays

Employees shall receive those holidays observed by the building not less than nine plus two personal days each year.

Vacation

Same as Master except:

- 4 weeks at 10 years (instead of 15)
- 5 weeks oafter 20 years (instead of 25)

Sick days

5 per year

Conoco Phillips

Sick Days

Any employee with perfect attendance for the calendar year shall receive an attendance bonus of \$100.00.

Holidays

All employees shall receive 11 paid holidays per year (New Years Day, MLK birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day).

Vacation

Same as Master except:
4 weeks at 10 years (instead of 15)

UBS Payne Webber

Holidays

All employees shall receive 8 paid holidays and 2 personal days per year (New Years Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day).

Sick Days

Employees with 6 months of service shall receive 2 paid sick days per year. Employees with one year of service shall receive 4 paid sick days per year. All employees with two or more years of service shall receive 7 paid sick days per year. Employees who have a

perfect attendance for the year shall receive a bonus of \$100 from the employer in addition to payment of the unused sick days.

Jury Duty

Employees required to serve on jury duty shall receive the difference in what they receive for Jury duty for up to three weeks paid time off each year to serve.

Merrill Lynch

Sick Days

Employees shall receive 5 paid sick days per year after 1 year of employment. Employees who have a perfect attendance for the year shall receive a bonus of \$100 from the employer.

Holidays

All employees shall receive 9 paid holidays and 2 paid personal days per year (New Years Day, MLK Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day).

Hours of Work

The Evening shift shall work for 7.5 hours, but be compensated for 8 hours.

McGraw Hill

Sick Days

After one year of employment employees shall receive six (6) paid sick days per year. Unused sick days shall be paid out at the end of the calendar year.

Holidays

Employees shall receive as paid holidays those holidays recognized by the building but at no time less than 7 paid holidays. Employees shall receive their birthday off with an additional day's pay.

Vacations

After 6 months 3 days
After 8 months – 4 days
After 10 months – 5 days
After 1 year – 10 days
After 2 years – 11 days

After 4 years – 12 days
After 6 years – 13 days
After 8 years – 14 days
After 9 years – 15 days
After 10 years – 16 days
After 15 years – 4 weeks
After 25 years – 5 weeks

Rider stipulation on grandfathered healthcare for some part-time employees

PATH

Wages

Effective March 1, 2015 all employees shall receive a minimum of \$16.65 per hour.

Pension

Effective January 1, 2014 Employer agrees to an additional increase of \$.20 per hour above the \$.38 per hour for a total Pension contribution of \$.58 per hour.

Standby Employees

In addition to previous agreements addressing Standby Preferred Employees, the Union agrees to allow the employer to provide standby employees with extra hours above their regularly scheduled 24 hour work week up to a total of 40 hours without incurring Full Time Health Insurance costs for said employees.

The employer hereby agrees to provide the Union with a current list of said employees and will not use this as a way to circumvent Article 14 of the 2012 NJCA. When permanent full time vacancies become available the current practice of filling said vacancies with standby employees shall remain.

Holidays

All employees will receive eleven (11) Holiday's as is current practice. Additionally, should an employee work on a holiday, the employer agrees to add time and one Half (1.5x) pay to the employees regular holiday pay.

Sick Days

All employees shall be entitled to nine (9) sick days with pay as is current practice.

Employees shall be allowed to use up to 1 weeks' vacation pay (5 days) in one or more days increments in lieu of unpaid sick days with no recriminations.

Uniforms

All employees shall be furnished with 3 complete uniforms. Employees will be furnished with one other uniform each November 1st. In addition employees will be furnished with uniforms when they are worn out upon the employee bringing in the worn out uniform.

All employees working outside and on platforms shall be furnished with a Parka.

The employer shall provide Harrison Car Shop employees with safety boots. Employees shall be entitled to new when old ones are worn out.

Overtime

Overtime shall be rotated by seniority among all employees.

Seniority and Bumping

Notwithstanding Article 6.2 of the CBA when there is a reduction in force pertaining to the Lead Classification, then leads shall have the right to bump the least senior employee in the cleaner classification, provided they have sufficient seniority.

Labor Management Committee

The Union and the Employer will establish a Labor-Management Committee that will include up to 5 bargaining unit employees selected by the Union and up to 5 Management representatives. The Committee will meet every two months. Employees will be released from work to participate on this committee. The committee will not have the power to alter, add, or delete any items from this agreement.

Standby Employees

The Employer agrees to abide by the Amended Rider regarding Standby Preferred employees Dated July 2003.

Labor Ready or Temporary Workers

Whenever there are weather emergencies requiring extra work by the PATH, the Employer will call all employees of the Employer to work before resorting to the use of Labor Ready or any other Service.

In addition the following agreements:

Amended Rider on Standbys

Amended Rider on New York Stations

Prevailing Wage Sites

50 East State Street
50 West State Street
28 West State Street
33 West State Street
Trenton Train Station
MFHA in Trenton
Newark Penn Station
Secaucus Train Station
Federal Reserve in East Rutherford