

2016 Hudson Valley and Fairfield County Contractors Agreement

This Agreement is made between Service Employees International Union, Local 32BJ, CLC (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, excluding commercial office buildings under 100,000 square feet, in Westchester, Putnam, Dutchess, Rockland, Orange and Sullivan Counties in the State of New York and Fairfield County in the State of Connecticut. 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, and industrial facilities, route work, bank branches and for all other facilities in counties other than Westchester and Rockland Counties, shall be set forth in riders negotiated for each location covered by this Agreement.

1.2. The Union is recognized as the exclusive collective bargaining representative for all classifications of service employees within the bargaining unit defined above.

1.3. 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 2016 Independent or Realty Advisory Board on Labor Relations Inc. Contractors Agreements; (b) the 2016 Long Island Contractors Agreement; (c) the 2015 BOLR Contractors Agreement; (d) the 2016 New Jersey Contractors Agreement; (e) the 2016 Connecticut Contractors Agreement; (f) the 2015 Washington (D.C.) Service Contractors Agreement; (g) the 2015 Philadelphia Suburban Contractors Agreement; (h) the 2016 Delaware Contractors Agreement; (i) the 2015 Managers Owners and Contractors Association Agreement (downtown Pittsburgh); (j) the 2015 Alleghany County (Pittsburgh suburban) Standard Agreement; and (k) the 2012 New England Contractors Agreement.

1.4. 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.

1.5. 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.

1.6. 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 to the extent prohibited by law, the Employer will provide the Union in writing for each account/location the name, Social Security number, home address, job classification, pay rate and shift 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.

1.7. Within five (5) business days after 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 of the new location. The notice shall be sent by facsimile to the Union at 25 West 18th Street, New York, New York 10011. The notice shall also be sent to 196 Trumbull Street, 4th Floor, Hartford, Connecticut 06103 for Fairfield County locations and to 150 Grand Street, Suite 302, White Plains, New York 10601 for locations within Hudson Valley.

1.8. The Employer will not impede the Union's 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 state or imply opposition to the employees selecting the Union as their collective bargaining agent. Where required by law, and 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.

1.10. "Service employees" as used in this agreement is intended to cover the classifications and employees covered under the Independent Contractors Agreement.

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 has not met the requirements of this Article, unless the Employer questions the propriety of doing so, he shall be discharged within 15 days of the letter if prior thereto he 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, COPE or American Dream 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. The Employer agrees to provide the Union Shop Steward with a reasonable period of time to present new employees within his/her regularly assigned building with orientation packets. The Shop Steward shall engage in such activity during his/her regular work hours within the building he/she is regularly assigned.

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 20th day, the Employer shall pay interest on such dues at the rate of one percent per month beginning on the 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 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 authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.

2.8 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. Further, the Employer shall maintain accurate employee information and transmit political contributions 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 such political contributions be remitted by means other than electronic transmittals. The

transmission shall be accompanied with information for whom the political contributions are transmitted, the employee's address and social security number and phone number. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

Article 3. Discharge/Discipline

3.1. Employees shall not be discharged, suspended or otherwise disciplined by the Employer without just cause after a sixty (60) calendar 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 working days after the discharge or imposition of discipline. A copy of the statement shall be sent to the Union 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 grievances involving basic wage violations, contributions to employee benefit funds and the Employer's failure to remit wage withholdings for initiation fees, periodic dues or political contributions, shall be brought within forty-five (45) calendar days after the Union or the Employer 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) calendar days of the grievance at either party's request, provided that such meeting shall not be cause to delay arbitration.

4.4. All grievances not resolved through the grievance procedure shall be subject to arbitration before the Office of the Contract Arbitrator ("OCA") as provided for and under the terms of the 2011 R.A.B. Contractors Agreement whose terms are incorporated herein. All hearings shall be held at the location designated by OCA 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 was employed at the account/location by the predecessor employer, provided that the staffing level does not exceed the level in effect 90 days prior to the takeover, except where there were increases in the staffing levels during that period resulting from customer requirements. Any employer who adds employees to any job in anticipation of being terminated from that job shall be required to place the added employees on its payroll permanently. These employees shall not replace any regular employees already on the payroll of that employer. The Employer may not reduce the staffing level on takeover of the account/location unless the Employer can demonstrate an appreciable decrease in the work to be done.

5.2. Employees retained by the employer shall be given credit for length of service with the predecessor employer(s) for all purposes including but not limited to seniority and vacation entitlement, and completion of the trial period. Employees retained on takeover shall not have their rates of pay, hours worked or other terms and conditions reduced.

5.3. The Employer shall be required to notify in writing the Union within two (2) business days after the Employer receives written cancellation of an account/location. Within five (5) 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 and makes a written request for staffing information and the applicable location Rider the Union will provide the information described in 5.3 above and the location Rider in a timely manner, including any terms and conditions that exist beyond what is provided for in the collective bargaining agreement or the location Rider.

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, rates of pay, hours and other benefits provided at the location.

5.7. 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.

Any holiday which was switched to a later date in accordance with the Agreement shall be the responsibility of the contractor in the building as of the date switched to. 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.

5.8. 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 6. Seniority and Bumping

6.1. After completion of the probationary period, an employee shall attain seniority as of his 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 layoff, employees with eighteen (18) months seniority may bump the least senior employee within their classification within the County, 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 7 days after notice of recall or is otherwise terminated or laid-off for more than one year.

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 nine (9) months to open positions in locations within the County in which they were employed when laid off.

6.9. In Fairfield County, the Shop Steward shall have super-seniority for the purposes of layoff and recall, and may exercise it as long as he is qualified to do the remaining work to be determined by the Employer.

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. Leaves of Absence

8.1. Employees may request up to sixty (60) days of Personal or Emergency Leave if they have been at least twelve (12) months seniority. The employee must request Personal Leave in writing 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.

8.2. Leave of Absence for Illness or Injury: Upon written application to the Employer, employees with at least two years seniority 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.

8.3. 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.

8.4. The Employer will comply with the provisions of applicable state and federal Family Leave laws regardless of the number of employees employed at any location or by the Employer.

Article 9. Bereavement Pay

9.1. 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.

9.2. In the event of a death of the employee's grandparent or 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.

9.3. 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.

Article 10. Jury Duty

10.1. 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.

Article 11. Sick Leave

11.1. Beginning with an employee's seventh month of employment, all full-time employees shall be entitled to seven (7) sick days per calendar year, except in an employee's first year of employment when he shall be entitled to a pro rated number of sick days for the time between the first day of his seventh month of employment to the end of the calendar year. Employees regularly scheduled 27 ½ hours a week are full-time. All part-time employees shall be entitled to five (5) sick days per calendar year.

11.2. If by December 1st a full-time employee has not exhausted his paid sick leave he shall receive pay in lieu of such sick leave at his regular rate. Unused sick leave shall be paid in the payroll closest to December 15th.

11.3 In the event the Employer willfully fails to pay unused sick leave as required by 11.2 in a timely manner, and upon written notice from the union, the Employer agrees that he will pay the equivalent of one day's pay for each week after the date it received notice from the union until payment is made.

Article 12. Vacations

12.1. All employees shall accrue vacation with pay in accordance with the following schedule:

| <u>Seniority</u> | <u>Vacation with Pay</u> |
|------------------|--------------------------|
| 6 months | 3 days |
| 1 year | 1 week |
| 2 years | 2 weeks |
| 5 years | 3 weeks |
| 15 years | 4 weeks |
| 25 years | 5 weeks |

12.2. An employee who leaves his job on his own accord or who is terminated shall be entitled to his accrued vacation pay and any other accrued benefits.

12.3 Vacation Calculation.

a. 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.

b. An employee must work 65% of their scheduled working hours, exclusive of approved time off due to workers' compensation or documented illness in order to receive any vacation benefits.

c. The day for determination of vacation entitlement is December 31st.

d. 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.

e. 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.

f. Vacation pay shall be provided in advance and such pay shall be taxed based on the employee's weekly tax rate.

g. 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.

h. 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.

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.

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.

12.4. If a holiday falls during a scheduled vacation the employee at his or her option shall receive either an extra day's pay or an extra vacation day off with pay.

Article 13. Holidays

13.1. The following holidays are designated as paid holidays for post-probationary employees: New Years Day, Labor Day, Memorial Day, Thanksgiving Day, Christmas Day, Independence Day, President's Day or Martin

Luther King's Day and two (2) Floating Days.

13.2. The Floating Days will be decided in accordance with the needs of the building. In the event the building holiday list does not specify the holidays listed in 13.1., the employees shall be given an additional Floating Day to substitute for the missing holiday. Employees shall give the Employer two weeks' advance notice before taking a personal day.

13.3. 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.

13.4. Holiday pay shall be equal to an employee's regular straight time pay. An employee required to work on a holiday shall receive his regular pay plus holiday pay. In order to be eligible to receive holiday pay, an employee must have worked at least two days in the week prior to the holiday.

13.5. Effective April 1, 2016, in order to receive holiday pay, an employee must work his/her scheduled day before and regularly scheduled day after the holiday. An employee who is absent on one of these days may receive holiday pay if the absence is substantiated by a letter from a physician or on a scheduled day off (i.e. – vacation or personal day).

Article 14. The Workweek

14.1. The workweek for full time employees shall consist of five consecutive days.

14.2. The work day for full time employees shall be eight hours with a one half hour unpaid lunch period as close to the middle of the shift as practical. All full-time employees shall be allowed one 15 minute paid relief period during each eight (8) hours worked.

14.3. Any work performed in excess of forty (40) hours in a week or eight (8) hours in a day shall be paid at time and one half the employee's regular rate.

14.4. All work performed on a sixth consecutive day in an employee's work week shall be paid for at time and one half the employee's regular rate.

14.5. All work performed on a seventh consecutive day in an employee's work week shall be paid for at double the employee's regular rate.

14.6. No employees employed on a five day schedule shall be hired or scheduled to work less than twenty (20) hours per week except for those employees on a weekend schedule. In cases where an Employer currently employs workers below twenty (20) hours, the Union and the Employer shall meet to facilitate a smooth transition, where possible to the twenty (20) hour work week. Employees employed on the effective date of this Agreement who work less than twenty (20) hours per week shall not be required to increase their hours contrary to their will. No employee's scheduled hours may be reduced without agreement with the employee and the Union or valid specification change from building management that would require a reduction in hours of least senior employees.

14.7. Employees who work at more than one location shall have their hours combined, as required by law, in determining their overtime pay.

14.8. 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, provided that at accounts/locations in Fairfield County, the Employer shall not be required to convert from a lawfully established bi-weekly pay system until December 31, 2011. However, at all accounts/locations in Fairfield County where employees are being paid on a weekly basis, the Employer shall continue the weekly pay system.

14.9. Effective April 1, 2016, the Employer may require, at no cost to the employee, that an employee's check be electronically deposited at an employee's designated bank or a pay-check card may be utilized. The Union shall be notified by the Employer of this arrangement.

14.10. Full-time Benefits at Locations (or contiguous groupings of locations) over 400,000 square feet:

- a. 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 23 pertaining to full-time employees, at all locations (or contiguous groups of locations) of 400,000 square feet or more in the Cities of Stamford and White Plains, as well as 800 Connecticut Avenue

in Norwalk, the Peoples Bank Building in Bridgeport, 1 American Lane in Greenwich, and Greenwich Office Park in Greenwich, as follows:

Effective January 1, 2010, at all single-tenant buildings;

Effective July 1, 2010, all multi-tenant buildings.

- b. Additionally, the parties agree that the Employer shall have the right to increase the work hours of employees at locations covered by this provision 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 23.

Article 15. Work Assignment

15.1. An employee assigned to a different job classification or transferred to a different job location which provides greater compensation shall be paid at either his regular rate of pay or the rate of pay in the new job classification or at the new location, whichever is higher.

15.2. Employees who are required to use their own vehicles to travel job to job shall be compensated at the rate established by the Internal Revenue Service.

Article 16. Uniforms

16.1. The Employer shall continue the policy of providing uniforms where now in use. The uniforms shall be furnished without cost to the employees. The Employer shall continue to maintain uniforms where it is the existing practice.

Article 17. Military Service

17.1. The standing of any employee shall not be prejudiced by service in the Armed Forces of the United States, and any employee shall regain his former position (or equivalent) and seniority upon his return, replacing, if necessary, the

least senior employee. The Employer will comply with all provisions of the Uniformed Service Employment and ReEmployment Act of 1994.

Article 18. Call in Pay

18.1. If an employee reports to work such employee shall receive the number of hours pay to which he would normally be entitled to that day unless work is unavailable because of an Act of God, such as fire, flood, blackout or meteorological event.

18.2. Employees shall be paid a minimum of four (4) hours pay when called in for work.

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. Supervisors

21.1. Supervisors shall not perform bargaining unit work except when instructing employees or during emergencies caused by circumstances beyond the control of the Employer.

Article 22. Shop Stewards

22.1. The Employer recognizes the right of the Union to designate one Shop Steward per building or one per building complex per shift. The authority of the Shop Steward designated by the Union shall include, but not be limited to, the

following duties and activities which shall be performed in a manner which does not interfere with employees or the Shop Steward's work duties: a. The investigation and presentation of grievances in accordance with the provisions of the agreement; b. the transmission of such messages and information with shall originate with and are authorized by the Union. The Shop Steward shall perform his or her duties while on work time in a manner that does not unreasonably interrupt the Employer's operation. Stewards shall have no authority to take any strike or other action interfering or interrupting the Employer's business. The Employer recognizes these limitations upon the authority of Shop Stewards and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline including discharge in the event the Shop Steward has taken unauthorized strike action, slow down or work stoppage in violation of this agreement.

Article 23. Health Fund

23.1. 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 (27½) hours weekly, and their eligible dependents, with such health benefits as may be determined by the Trustees of the Health Fund, at the contribution rates provided for herein:

- a. Effective January 1, 2016, the Employer shall contribute to the Fund \$895.00 monthly for each eligible employee.
- b. Effective January 1, 2017, the Employer shall contribute to the Fund \$959.00 monthly for each eligible employee.
- c. Effective January 1, 2018, the Employer shall contribute to the Fund \$1,036.00 monthly for each eligible employee.
- d. Effective January 1, 2019, the Employer shall contribute to the Fund \$1,116.00 monthly for each eligible employee.

23.2. 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.

- a. Effective January 1, 2016, the Employer shall contribute to the Fund \$463.00 monthly on behalf of each employee for whom it was contributing \$200 monthly on December 31, 2007; for all other employees, the Employer shall contribute \$78.00 monthly per employee.
- b. Effective January 1, 2017, the Employer shall contribute to the Fund \$517.00 monthly on behalf of each employee for whom it was contributing \$200 monthly on December 31, 2007; for all other employees, the Employer shall contribute \$78.00 monthly per employee.
- c. Effective January 1, 2018, the Employer shall contribute to the Fund \$558.00 monthly on behalf of each employee for whom it was contributing \$200 monthly on December 31, 2007; for all other employees, the Employer shall contribute \$78.00 monthly per employee.
- d. Effective January 1, 2019, the Employer shall contribute to the Fund \$600.00 monthly on behalf of each employee for whom it was contributing \$200 monthly on December 31, 2007; for all other employees, the Employer shall contribute \$78.00 monthly per employee.

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

23.4. 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.

23.5. 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.

23.6. The Employer shall provide for each employee covered by the agreement statutory disability benefits as required by State law. The Employer shall pay the full cost of such benefits without any contributions or deductions by the employees.

Article 24. Pension Benefits

24.1. The Employer shall continue making contributions to the Service Employees Local 32BJ North Pension Fund on behalf of the employees for whom it is currently making contributions as provided for under any rider or other agreements with the Union. Such contributions shall be made on behalf of all regularly scheduled employees in accordance with the specific provisions of the applicable rider for each eligible employee, and shall be paid at the rates established by the Trustees pursuant to the Rehabilitation Plan for the 32BJ North Pension Fund. The contributions shall be made under and subject to such rules, regulations and conditions as maybe established by the Trustees of the Pension Fund.

Article 25. Group Prepaid Legal Fund

25.1. 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.

25.2. Effective January 1, 2016, the rate of contribution to the Legal Fund shall be \$199.60 per year for each employee.

Article 26. Training Scholarship and Safety Fund

26.1. 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.

26.2. Effective January 1, 2016, the rate of contribution to the Thomas Shortman Fund shall be \$169.60 per year for each employee.

Article 27. Provisions Applicable to All Funds

27.1. If the Employer fails to make required reports or payments to the Health, Pension, Training or Legal 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 and court costs.

27.2. 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.

27.3. 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.

27.4. The Employer shall make contributions to the Health Fund for full-time employees upon the employee’s completion of the initial 90-day employment period. No contributions shall be made on behalf of an employee who does not complete the initial 90-day employment period.

For employees hired on or after January 1, 2016, the Employer shall make contributions to the Health Fund (for part-time employees) and Legal Services Fund and Training Fund (for part-time and full-time employees) upon the employee's completion of the six (6) month employment period. No contributions to such funds shall be made on behalf of an employee who does not complete the six (6) month employment period.

27.5 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 28. Wages

28.1. The minimum hourly rates and wage increases for all employees shall be as follows:

A. The minimum hourly wage rate for all employees shall be:

| | |
|-----------------|-------------|
| July 1, 2016 | \$14.60/hr. |
| July 1, 2017 | \$15.00/hr. |
| July 1, 2018 | \$15.50/hr. |
| July 1, 2019 | \$15.75/hr. |
| October 1, 2019 | \$16.05/hr. |

B. All employees (including "red-circled" employees) shall receive the minimum hourly wage rate forth in 28.1.A above or the following hourly increase, whichever results in a higher rate of pay:

| | |
|--------------|-----------|
| July 1, 2016 | \$.50/hr. |
| July 1, 2017 | \$.40/hr. |
| July 1, 2018 | \$.50/hr. |

| | |
|-----------------|------------|
| July 1, 2019 | \$.25/hr. |
| October 1, 2019 | \$.30/hr. |

C. All window cleaners in Hudson Valley shall receive the following minimum hourly wage rate, or the following hourly increase, whichever results in a higher rate of pay:

| | <u>Minimum Rate</u> | <u>Hourly Increase</u> |
|-----------------|---------------------|------------------------|
| July 1, 2016 | \$19.93/hr. | \$.50/hr. |
| July 1, 2017 | \$20.33/hr. | \$.40/hr. |
| July 1, 2018 | \$20.83/hr. | \$.50/hr. |
| July 1, 2019 | \$21.08/hr. | \$.25/hr. |
| October 1, 2019 | \$21.38/hr. | \$.30/hr. |

28.2. The minimum rate for leadpersons shall be \$.50 cents an hour more than the minimum rates set forth in 28.1 above.

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

Article 29. Successors, Assigns and Subcontracting

29.1. 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 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.

29.2. 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.

29.3. To the extent permitted by law, this agreement shall be binding on any other entities that the Employer, or its principals establishes or operates which perform work subject to this Agreement.

Article 30. Non-Discrimination

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

Article 31. Most Favored Nations

31.1. 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.

31.2. In the event the Union enters into a contract on or after December 1, 2019, within the geographic scope of 1.1. above (except for buildings/facilities for which 1.1. authorizes rider agreements), 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 area defined in 1.1. above upon notification to the Union. This clause shall not apply to contracts entered into before December 1, 2015 even if the terms of any such contracts extend beyond that date.

Article 32. Prior Better Terms and Conditions

32.1. 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

32.2. All rider agreements currently in effect whose terms extend beyond December 31, 2007, 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 at the rates in effect on those dates as provided for in this Agreement.

Article 33. Picket Line/No Strike Clause

33.1. 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 who refuses to pass such a picket line.

33.2. There shall be no lockouts, and no strikes except that the Union may call a strike or work stoppage (a) after forty-eight hours written 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, (c) after forty-eight hours written notice where the Employer has failed provide the Union with information or notices required by Article 5 above.

33.3. 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. During the period of work stoppage the employees shall continue to receive their regular wages and benefits.

Article 34. Work Authorization and Status Disputes

34.1.

The Employer shall not impose work authorization verification or re-verification requirements greater than those required by law.

A worker going through the verification or re-verification process shall be entitled to be represented by a Union representative.

The Employer shall provide to the employee written notification when it contends that his/her work authorization documents or I-9 Form are deficient, or that the employee must re-verify his/her work authorization, specifying: (a) the specific document or documents that are deemed to be deficient and why the document or documents are deemed deficient; (b) what steps the worker must take to correct the matter; and (c) the employee's right to have a Union representative

present during the verification or reverification process. The notice must be provided to the Union at the same time that it is sent to the employee so that the Union may comment on the communication.

Upon request, the Employer agrees to meet and discuss with the Union the implementation of a particular verification or reverification process. The decision regarding such process shall be as determined by the Employer.

The employee shall have the right to choose which work authorization documents to present to the Employer during the verification or reverification process, provided such documents are genuine and acceptable under the law.

The Employer shall grant up to nine (9) months leave to the employee, without pay and benefits, in order to correct any work authorization issue. Upon return from leave and remediation of the issue, the employee shall return to his/her former position, without loss of seniority. If the employee does not remedy the issue within nine (9) months, the employee may be discharged for cause.

SSA No-Match Letters or Other No-Matches

Except as required by law, neither a Social Security Administrative “no-match” letter, nor a phone or computer verification of a no-match, shall constitute a basis for taking any adverse employment action against an employee, for requiring an employee to correct the no-match or for re-verifying the employee’s work authorization.

Upon receipt of a no-match letter, the Employer shall notify the employee and provide the employee and Union with a copy of the letter.

Change in Social Security Number or Name

Except as prohibited by law, when an employee presents evidence of a name or social security number change, or updated work authorization documents, the Employer shall modify its records to reflect such change and the employee’s seniority will not be affected. Such

change shall not constitute a basis for adverse employment action, notwithstanding any information or documents provided at the time of hire, so long as the new evidence is genuine.

Participation in E-verify and Similar Programs

If the Employer participates in E-verify or other similar state or local programs, the Employer shall:

- a) Provide the Union a copy of its E-verify or other Memorandum of Agreement with the relevant government agency;
- b) Shall not use E-verify except for new hires, unless required by law. For purposes of federal E-verify, an employee shall not be considered a new hire as provided in 8 CFR § 274a.2(b)(1)(viii); and
- c) Provide any affected employee with nine (9) months leave to correct a final non-confirmation or similar determination of lack of work authorization.

Employment Records

Within ten (10) business days of the request, the Employer shall provide employees with documents demonstrating the Employees' employment history with the Employer and/or at the location.

Article 35. Management Rights

35.1. The Union recognizes, subject to the provisions of this Agreement, the right of management to manage the business and direct the working force including, but not limited to, the right to determine the following:

1. Reasonable work rules
2. Work load
3. Standards of quality of performance
4. Hiring Methods
5. Assign and transfer employees
6. To lay off employees because lack of work or other reasons
7. To discipline or discharge employees for just cause
8. The promotion of employees

9. Staffing levels
10. Job Assignments
11. Work Schedules

35.2. Subject to the provisions of this agreement, the Employer shall have the right to manage and direct its business, direct the working force, plan direct and control its operations, hire, promote, discipline, suspend or discharge for just cause. It is agreed that these enumerations of management rights set forth in this Article shall not be deemed to exclude other rights not enumerated, provided nothing is done in violation of the terms of this agreement.

Article 36. Health and Safety

36.1 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.

Article 37. Security Background Checks

37.1. 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.

37.2. 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 the Involuntary Transfer Article shall apply.

37.3. 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 38. Involuntary Transfer

38.1. 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.

| <u>Employees with:</u> | <u>Displacement Pay:</u> |
|------------------------------|--------------------------|
| less than 12 years seniority | 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 |

38.2. 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 39. TEMPORARY EMPLOYEES

39.1 Temporary employees, such as vacation replacements, employees assigned to replace regular employees out due to extended illness or out on

approved personal leaves of absences, and those employees hired to work a temporary job of a specific duration shall have no “bumping” rights upon completion of their temporary assignments. In the event a temporary employee is hired into a permanent position, his/her seniority for all matters including rates of pay and benefit eligibility shall be based on their initial date of hire as a temporary employee.

39.2 The Employer agrees to notify the Union, in writing, at the time of hiring, of the status of each temporary employee. This shall include the employee’s name, the purpose for utilizing such temporary employee, and the anticipated length of time of the temporary employment.

39.3 The maximum length of employment for a temporary employee shall be one-hundred twenty (120) days within a calendar year, except for such employees who may be substituting for permanent employees on extended illness in excess of one-hundred twenty (120) days.

39.4 A temporary employee shall be entitled to all contractual benefits, except legal, and training benefits from a Building Service 32BJ Fund. Unless otherwise required by law, temporary employees shall not be entitled to pension benefits (or if such employees are covered by an existing rider). A full-time temporary employee shall be entitled to health benefits upon completion of 90 days of employment. A part-time temporary employee (or a temporary employee who performs both full-time and part-time work) shall be entitled to health benefits in accordance with applicable law.

39.5 A temporary employee shall automatically become a permanent employee upon his/her one-hundred twenty first (121st) day of employment, unless the temporary employee is substituting for a permanent employee on extended illness in excess of one-hundred twenty (120) days, and shall pay an initiation fee.

Article 40. Complete Agreement

40.1. This Agreement contains the entire agreement between the Union and the Employer and replaces any prior agreements between them, except that the economic terms of any rider or other agreements shall remain in effect for the duration of the rider or other agreement or until such agreement is re-negotiated.

Article 41. Duration

41.1. This agreement shall terminate on December 31, 2019.

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

SEIU Local 32BJ

Employer:

By: _____

By: _____

Dated: _____

Dated: _____

SIDE LETTERS

1. The Employer will not be required to make benefit fund contributions for employees who are on leaves of absence, except as required by the Family Medical Leave Act.

SIDE LETTER ON BRONX

Notwithstanding anything to the contrary in the 2005 HVCA, or the 2005 ICA, or RABCA, the Union and the Employer will negotiate rider agreements for all existing commercial office building accounts in the Bronx.

SIDE LETTER ON ARTICLE 2.6.

The Union shall provide the Employer with 60 days notice if the Union intends to change its current method of implementing Article 2.6.

SIDE LETTER REGARDING SOCIAL SECURITY “NO-MATCH”

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