

**2019 Pittsburgh Central Business District  
Cleaner Agreement**

**Between**

**Service Employees International Union, Local  
32BJ,**

**And**

**Managers Owners and Contractors Association**

**November 1, 2019 – October 31, 2023**



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THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of November, 2019, by and between the Managers Owners and Contractors Association on behalf of the following Employers: ABM Industry Groups, LLC, C&W Services, GDI Services, Inc, The Huber Group, ISS, Platinum Cleaning, Quality Services, Inc., ServiceMaster Professional Building Maintenance Co., SBM Corp., and St. Moritz Building Services, Inc. (hereinafter each referred to as the “Employer”), parties of the first part, and Service Employees International Union, Local 32BJ (hereinafter referred to as the "Union"), party of the second part.

**WITNESSETH:**

WHEREAS, the parties hereto desire to establish a standard of wages and other conditions under which employees represented by the Union shall work for the Employer during the term of this Agreement, and

WHEREAS, the parties hereto desire to regulate mutual relations between the parties with a view of securing harmonious cooperation between them and of averting disputes.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

**ARTICLE 1 – UNION RECOGNITION**

**Section 1.1.a** The Union is hereby recognized as the sole and exclusive bargaining agent for all employees employed as light cleaners, heavy cleaners, lead cleaners, freight operators, laborers, and elevator operators employed in all commercial office buildings and other facilities in the Central Business District as defined below, except for residential and industrial facilities.

**Section 1.1.b** This Agreement shall apply to all facilities within 1.1(a), except that economic terms and conditions for facilities other than commercial office buildings over 100,000 square feet shall be set forth in riders negotiated for each such facility.

**Section 1.2** For purposes of this Agreement, the “Central Business District” shall be defined to include only the areas within the following geographical boundaries: Fort Duquesne Boulevard from Point State Park to Eleventh Street; Eleventh Street to Grant Street; Grant Street to Seventh Avenue; Seventh Avenue to Bedford Avenue; Bedford Avenue to Crawford Street; Crawford Street to Forbes Avenue; Forbes Avenue to I 579-Crosstown Blvd; 579 to 376 –Penn Lincoln Parkway; 376 to 279: 279 to Fort Duquesne Boulevard. Also included within the “Central Business District” for purposes of this Agreement is the North Shore and near Southside of Pittsburgh. The North Shore is encompassed by the area along 9th St. to I-279: I-279 to Allegheny Avenue: from Allegheny Avenue along the River to the corner of Grantham St. and River Ave. The North Shore shall also include all buildings in the Allegheny Center complex and the Federal North Medical Office Building. The near Southside is encompassed by the

area along Carson St. along the length of Station Square only. In addition, 1509 Muriel Street shall also be included as part of Central Business District. Newly organized commercial office buildings in excess of 100,000 square feet within the Central Business District of the City of Pittsburgh shall have the wages, benefits, pension, holiday, personal day, workday and workweek, hours of work, etc., if any, set forth in Section 5.9(B) and other applicable provisions of this Agreement.

**Section 1.3** In the event the Employer takes over a commercial office building within or outside the City of Pittsburgh, the Employer shall assume and be bound by the remaining term of any collective bargaining agreement between the Union and the predecessor Employer.

**Section 1.4** Recognition Procedure for Commercial Office Buildings in excess of 100,000 square feet within the City of Pittsburgh – The Employer will recognize the Union as the sole and exclusive bargaining representative of new groups of employees not currently in the bargaining unit upon being provided with evidence that a majority of eligible employees in the newly organized location have signed cards indicating that they support the Union as their sole and exclusive bargaining representative. The Employer shall have the right to have the signature cards verified for fraud, for current employee status, for non-supervisory status and to otherwise ensure that the newly organized employees share a community of interest with the employees currently in the bargaining unit. Any employee who has received compensation from the Union shall not be counted for card check purposes. Either party may appeal to the NLRB and/or an arbitrator selected pursuant to the arbitration procedure set forth in this contract to enforce this provision.

**Section 1.5** The Employer shall be bound by and subject to 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 any successor agreements thereto: the 2016 Independent Contractors Agreement (or its RAB counterpart), the 2016 Long Island Contractors Agreement, the 2016 Hudson Valley and Fairfield County Contractors Agreement, the 2016 Hartford/Connecticut Agreement, the 2016 New Jersey Contractors Agreement, the 2019 Philadelphia BOLR or Independent Contractors Agreement, the 2015 Philadelphia Suburban Contractors Agreement, the 2019 Washington Service Contractors Agreement, the 2016 Delaware Contractors Agreement, and the 2016 Maintenance Contractors of New England and any successor agreement thereto.

## **ARTICLE 2 – UNION SHOP**

**Section 2.1** The following provisions shall be in effect during the term of this Agreement.

A. It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the thirty-first (31<sup>st</sup>) day following their employment, or the effective date of this Agreement, whichever is later. The requirement of membership hereunder is satisfied by the payment of the financial obligation of the Union's initiation fee and periodic dues uniformly imposed.

B. 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 Section, the employee shall be discharged within fifteen (15) days of the letter if prior thereof the employee does not take proper steps to meet the requirement. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to an arbitrator selected by the parties in the same manner as set forth in Article 12.1 (Step Four). If the arbitrator determines that the employee has not complied with the requirements of this Section, the employee shall be discharged within ten (10) days after written notice of the determination has been given to the Employer.

C. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon such official written notification by the Union that an employee is not in good standing because of failure to pay Union dues or initiation fees or because of compliance with the Union security provisions of this contract or the Beck financial core status rules of the NLRB.

**Section 2.2** The provisions of this Article 2 shall be effective in accordance and consistent with the applicable provisions of Federal Law.

**Section 2.3 Employee Data** - The Employer shall furnish to the Union every other month the name, address, telephone number, social security number, rate of pay and job classification of all employees covered by this Agreement who have been hired during the preceding two calendar months. At the same time, the Employer shall also furnish the Union the names of all employees covered by this Agreement who are separated or terminated as an employee or transferred out of the bargaining unit during the preceding two calendar months. Upon request, the Employer shall provide a list to the Union of all extra employees along with their assigned worksite, the name of person they are filling in for or the specific temporary work assignment, and the expected length of assignment.

**Section 2.4** Within thirty (30) days following the execution of this Agreement, the Employer will furnish to the Union the following information about all commercial office buildings that it cleans in the Central Business District: the location and building owner or manager, and the names, addresses, social security numbers, wage rates, benefit entitlements, date of hire, classification and shift hours, of each employee by location. The Employer shall update this list upon reasonable request by the Union, and within thirty (30) days of the Employer being awarded a cleaning contract for a building or group of buildings covered by the Agreement.

**Article 2.5** Shop stewards shall be included in the new hire orientation so that the Shop Steward has the opportunity to provide new employees the Union's check-off authorization forms, Union membership application, and Union contract. The Employer's site manager and the Union shall arrange for a 30-minute, paid union orientation on a quarterly basis at the jobsite for all newly hired employees. In locations where a property manager or building owner prohibits the Union representative from conducting

site visits in accordance with Section 29.2, the Employer will arrange quarterly off-site meetings with new employees for 30 minutes on paid time.

### **ARTICLE 3 – CHECK-OFF**

**Section 3.1** The Employer agrees to deduct initiation fees, and monthly Union dues, agency fees, assessments, and American Dream Fund (ADF) contributions from the first pay check of each month of employees from whom written authorizations are received, and will continue to make such deductions while the authorization remains in effect. Dues and other monies deducted in accordance with this Section shall be forwarded to the Union not later than the twentieth (20<sup>th</sup>) day of the month, together with a list of employees from whose pay said deductions were made. If an employee does not revoke his or her dues authorization at the end of a year following the date of authorization, or at the end of the current contract, whichever is earlier, it shall be deemed a renewal of authorization, irrevocable for another year, or until the expiration of the next succeeding contract, whichever is earlier.

The parties acknowledge and agree that the term “authorization” as provided in this Section includes authorizations created and maintained by use of electronic records and electronic signatures in accordance with state and federal law. The Employer shall accept such electronic records and signatures as valid authorizations for deduction and remittance under this Section.

**Section 3.2** The check-off from each building should be submitted separately.

**Section 3.3 Review and Audit** - In the event that an Employer fails to remit initiation fees and Union dues that it has deducted to the Union within thirty (30) calendar days from the date specified in Section 3.1 above, the Union may, notwithstanding any provision in this Agreement to the contrary, bring an action in a court of competent jurisdiction in law or in equity for an accounting. Should it be determined that the Employer failed to remit Union dues deducted to the Union within said thirty (30) calendar day period, the Employer shall be required to pay an interest charge at the prime rate as established by Mellon National Bank on the amount improperly withheld from the date due, plus court costs.

**Section 3.4** 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.

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 dues 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 4 – ACCOUNT TRANSFERS**

**Section 4.1** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

**Section 4.2** The Employer shall give notice of the existence of this Agreement to any purchaser, transferee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller or transferor executes a contract of sale or transfer.

**Section 4.3** This Section shall address an Employer's responsibility for accrued, but unused vacation benefits in the event of a change in Employer/janitorial contractor at a building covered by this Agreement. For purposes of this Section, the term "New Employer" shall be defined as an Employer who assumes a contract to perform janitorial services at a building covered by this Agreement. The term "Outgoing Employer" shall be defined as an Employer who loses a contract to perform janitorial services at a building covered by this Agreement. The term "Non-Signatory Employer" shall be defined as an Employer who is not covered by this Agreement.

**A. New Employer Succeeds Outgoing Employer**

A New Employer who hires bargaining unit employees who were formerly employed by an Outgoing Employer at a building covered by this Agreement shall be responsible for accrued, but unused vacation benefits earned by those bargaining unit employees prior to the New Employer assuming the contract to perform janitorial services at the building. The Outgoing Employer shall not be responsible for accrued, but unused vacation benefits earned by any bargaining unit employees formerly employed by the Outgoing Employer who are hired by the New Employer at the building. The Outgoing Employer shall only be responsible for accrued, but unused vacation benefits earned by any bargaining unit employees formerly employed by the Outgoing Employer who are not hired by the New Employer at the building.

**B. Non-Signatory Employer Succeeds Outgoing Employer**

In the event that a Non-Signatory Employer assumes a contract to perform janitorial services that were formerly performed by an Outgoing Employer at a building covered by this Agreement, the Outgoing Employer shall not be responsible for any accrued, but unused vacation benefits earned by any bargaining unit employees formerly employed by the Outgoing Employer who are hired by the Non-Signatory Employer at the building. The Outgoing Employer shall only be responsible for accrued, but unused



vacation benefits earned by any bargaining unit employees formerly employed by the Outgoing Employer who are not hired by the Non-Signatory Employer at the building.

Any new Employer who comes in as a Successor Employer under this Article shall be liable for wages and benefits that are earned starting with the date the new Employer takes over and for accrued vacation which becomes vested after the new Employer takes over.

**Section 4.4** The Employer shall notify the Union at least thirty (30) calendar days prior to the date it shall cease to be the Employer at any location, or, if it has not been given notice by a building owner or manager that its contract is to be terminated, as soon thereafter as it is notified that it shall cease to be the Employer at said location. As soon thereafter as possible, but in no event more than seven (7) calendar days after receiving such notice, the Employer shall provide the Union with the names, contractual job classifications, extra or regular status, amount of unused paid time off, addresses, social security numbers, telephone numbers, anniversary dates of employment, wage rates, and start times for all employees regularly employed at that location. The Employer shall include any employee(s) on leave.

The same information as listed above shall be provided to the Union as soon as possible, but in no event later than seven (7) days, after the Employer is notified that the work is out to bid.

**Section 4.5** The successor Employer shall notify the Union at least thirty (30) calendar days prior to its start at any location covered by this Agreement, or as soon thereafter as it learns that it will be starting work at such location, and may request of the Union the names, contractual job classifications, extra or regular status, amount of unused paid time off, addresses and telephone numbers of all employees currently employed at that location. Inaccuracies in the information provided by the Union shall not excuse any obligations under this Agreement of the successor Employer. The successor Employer shall give hiring preference to the predecessor's employees based on building seniority, providing the employees are qualified to properly perform the required work and successfully pass the successor Employer's background check. If any such qualified regular employee is not hired by the successor Employer at the employee's old building, the successor Employer shall hire such employee into one of the successor's other buildings covered by this Agreement before anyone else is hired, except where skilled employees are required. If the employees are qualified to properly perform the required work and successfully passes the successor Employer's background check, the successor Employer may not reduce the staffing level upon takeover of the account/location unless the successor Employer can demonstrate an appreciable decrease in the amount of work to be done as per Article 7.8.

**Section 4.6** The Employer, upon request, will provide to the Union a list of all non-commercial sites covered by Article 1.1(a). The list will include site address, employee names, employee addresses, employee phone numbers, each employee's wage rate, and each employee's seniority date.

**Section 4.7** 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.

## ARTICLE 5 – WAGES AND JOB CLASSIFICATIONS

**Section 5.1** The Employer will offer direct deposit as a payment option to employees. At least once every week, all salaries and wages shall be either directly deposited into each employee’s designated bank account(s), paid via pay/debit card or mailed to the employees’ address of record with the understanding that the Employer may adjust the pay day after notice to the Union and further providing that this will not be done repeatedly. The Employer may not mandate pay via pay/debit card as the only payment option for employees. It is expressly understood that each employee is responsible for accurately recording his or her time in the manner designated by the Employer. The Employer may designate any reasonable method of time keeping, including any automated system.

**Section 5.2** Employees shall receive the higher of the hourly wage increase or the hourly wage rate, as set forth below:

Job Title	11/1/2019	11/1/2020	11/1/2021	11/1/2022
Light Cleaner	\$0.50 increase or \$17.70 per hour	\$0.50 increase or \$18.20 per hour	\$0.60 increase or \$18.80 per hour	\$0.60 increase or \$19.40 per hour
Heavy Cleaner	\$0.50 increase or \$18.07 per hour	\$0.50 increase or \$18.57 per hour	\$0.60 increase or \$19.17 per hour	\$0.60 increase or \$19.77 per hour
Lead Cleaner	\$0.50 increase or \$18.32 per hour	\$0.50 increase or \$18.82 per hour	\$0.60 increase or \$19.42 per hour	\$0.60 increase or \$20.02 per hour
Freight Operator	\$0.50 increase or \$18.15 per hour	\$0.50 increase or \$18.65 per hour	\$0.60 increase or \$19.25 per hour	\$0.60 increase or \$19.85 per hour
Laborer	\$0.50 increase or \$19.16 per hour	\$0.50 increase or \$19.66 per hour	\$0.60 increase or \$20.26 per hour	\$0.60 increase or \$20.86 per hour

**Section 5.3** It is understood that the wage rates fixed in this contract are minimum rates only. Management shall have the right to pay any employee or group of employees a higher rate at the sole discretion of management. In the event the Employer takes over a building where the employees were covered by another collective bargaining agreement with SEIU, Local 32BJ, and their wages for their positions were higher than those specified in this contract for heavy duty cleaner, then the Employer agrees to continue to pay such higher rates during the term of this contract so long as the higher-rated classification continues to exist and the heavy-duty rate set forth in this Agreement is less than the red-circled rate.

**Section 5.4** Nothing in this Agreement shall prevent an Employer from paying wages or benefits in excess of those set out in this Agreement or a “living wage,” if the Employer is required to do so by virtue of any law, statute or ordinance, or if required by any contract that the Employer has with any government body or agency.

**Section 5.5** Management has the right to change duties so long as it is the same type of work being performed by the employees involved.

**Section 5.6** In the event a related new job is created by the Employer, the rate of pay for such job shall be subject to negotiation between the parties.

**Section 5.7** In the event an employee is temporarily assigned to work in a higher paid classification for two (2) hours or more, the employee shall be paid the higher rate of pay for such work. If an employee is temporarily assigned to work in a lower paid classification for the convenience of the Employer, the employee shall continue to receive his or her regular rate of pay for such work. Should, however, the employee be temporarily assigned to work in a lower paid classification for the employee's convenience, the employee shall be paid the rate of the job to which assigned.

**Section 5.8** If the parties are unable to agree to the appropriate rate of pay called for in Section 5.6 of this Article or whether the Section has been complied with after negotiating in good faith, but in any event after thirty (30) calendar days have elapsed since management has given to the Union notice of its intention to install a new job, the Employer may install such a new job along with a temporary hourly rate and the matter, along with any grievance over whether Section 5.6 has been complied with, shall be immediately submitted to final and binding expedited arbitration, using an FMCS panel of nine (9) NAA certified arbitrators. If the arbitrator finds that the permanent rate is higher than the temporary rate, the permanent rate shall be paid retroactively to the date the temporary rate was first established.

**Section 5.9 (A)** Employees hired on or after November 1, 1985, may be paid as follows:

\*Payment Below

Months of Employment	Applicable Rate
0 - 6 months	\$2.88
6 - 12 months	2.40
12 - 18 months	1.92
18 - 24 months	1.44
24 - 30 months	.96
30 - 36 months	.48
36 months +	0

**(B)** For new locations where the Union is first recognized under Section 1.2 of this Agreement, the wage rate to be paid is as follows. New hires in buildings under the wage progression below shall be paid the minimum rate below and will not have a new hire rate of 5.9(A):

From date of recognition of <u>the Union at a new location</u>	Hourly Wage Rate Below the Minimum Wage Rate
0-6 months	\$2.88
6-12 months	\$2.40
12-18 months	\$1.92
18-24 months	\$1.44
24-30 months	\$0.96
30-36 months	\$0.48
More than 36 Months	Minimum Rate

The Employer may request a phase-in of the wage rates different from that provided in 5.9(B), where the phase in 5.9(B) would present an economic hardship, but such different phase-in may only be implemented with the Union’s consent.

**Section 5.10** In all cases where an Employer creates a light duty cleaner classification there must be a demonstrable and substantial difference in the physical effort required of a heavy duty cleaner and a light duty cleaner. No Employee hired on or after the effective date of this Agreement (November 1, 2019) or not already classified as a Light Cleaner on or before October 31, 2019 may hereinafter be classified as a Light Cleaner.

**ARTICLE 6 – HOURS OF WORK**

**Section 6.1** (A) The regular workweek for employees in 8-hour buildings shall consist of forty (40) hours of work, and the regular work day shall be eight (8) hours' work, and in 6-hour buildings the regular workweek shall consist of at least thirty (30) hours of work, and the regular work day shall be at least six (6) hours' work. All employees shall receive two (2) consecutive days off each week.

(B) Notwithstanding anything in this Agreement to the contrary, no building that is, as of November 1, 2003 on an 8-hour a day regular work schedule, shall be changed to less than 8 hours per day, unless there is a change in building requirements, cleaning specifications, occupancy or building use in accordance with Section 7.8. Any such changes shall be made in accordance with building seniority.

**Section 6.2** (A) Time and one-half (1&1/2) shall be paid for all hours worked in excess of forty (40) during any workweek and in excess of eight (8) during any workday. There shall be no pyramiding of overtime hours.

(B) In those weeks which contain one of the holidays listed in the Holiday Article, Paid Time Off, or vacation days, such days, even though not worked, will be counted as hours worked for purposes of computing overtime pay.

**Section 6.3** There shall be no spreading of working hours, the day's work to consist of the agreed upon number of hours, to be worked continuously with the exception of lunch periods or other usual relief period.

**Section 6.4** Employees shall be entitled to two (2) separate fifteen (15) minute breaks with pay and a thirty (30) minute lunch break without pay, except in individual cases where the scheduling of runs or turns necessitates a shorter period, which, however, should not be less than thirty (30) minutes. However, Employee in buildings that had the following schedule will be able to maintain that schedule: a forty-five (45) minute lunch break (fifteen (15) minutes of which shall be with pay and thirty (30) minutes without pay) and one fifteen (15) minute break with pay (plus clean up where applicable) to be taken immediately prior to the end of the shift. It is understood that the employees shall be permitted to leave work fifteen (15) minutes prior to the end of their shift without loss in pay.

**Section 6.5** The Employer shall have the right to fix schedules subject to change on forty-eight (48) hours' notice, except in cases of emergencies; provided, however, work schedules of employees shall not be changed to avoid benefits such as overtime pay, jury duty pay, funeral leave pay, and holiday pay. The Employer has the right not to schedule employees for work on holidays listed in Article 9, Section 9.1 below.

**Section 6.6** Passenger elevator operators shall receive during each eight (8) hour workday two (2) twenty (20) minute relief periods with pay.

**Section 6.7** Extra employees shall be paid at the rates set forth in Article 5.2 in the appropriate job classification and shall be guaranteed a minimum of eight (8) hours each day they are called to work in an 8-hour building and six (6) hours each day if employed in a 6-hour building. Extra employees will continue to be scheduled for work in accordance with their building seniority.

**Section 6.8** (A) Overtime work shall be rotated equally in the order of building seniority among all employees within the same job classification within the same building who are on the same shift. Weekend overtime and any other overtime assignments which do not fall directly into one shift or another will be rotated in order of building seniority among all employees within the same job classification within the same building who possess the skill level and qualifications needed to perform the assignment, in the judgment of the Employer and subject to the grievance procedure. This provision shall not apply where it is necessary for an employee to work past his or her scheduled quitting time nor shall it apply to any emergency beyond the Employer's control. New employees are not eligible to participate in the overtime rotation until they have completed their probationary period.

(B) If there remains an insufficient number of employees to fill the schedule, the employees will work by inverse seniority on a mandatory basis. For rotation purposes, an employee who refuses an overtime opportunity shall, for future rotation purposes, be charged as if he had accepted.

(C) For snow removal jobs, the Employer will post a list of volunteers at the building, without

regard for job or shift seniority, which the Employer will use to fill such jobs. The volunteer list shall apply on an annual basis. The Employer will post the volunteer list for employees to sign by December 1 of each calendar year. Employees who are interested in volunteering for snow removal jobs must sign the volunteer list by December 31 in order to be eligible for such work in the following calendar year.

A copy of the volunteer list will be sent to the Union office. The employee with the most building seniority who has signed the volunteer list for overtime will be awarded the overtime.

## **ARTICLE 7 – RESPONSIBILITY OF PARTIES**

**Section 7.1** The Employer in each individual building is empowered to hire and has the right to discharge or discipline any employees working in that building for just cause. Without limiting the foregoing rights, gross insubordination, dishonesty; intoxication; use or sale of illegal drugs; and punching another employee's time card shall be sufficient cause for dismissal. The Union recognizes the right of management to direct the working forces and control the policies of management. The Employer shall also have the right to determine the number and character of positions to be filled by the employees covered by this Agreement. The above rights include, but are not limited to, the right to lay off for economic reasons, promote, demote for just cause, assign work, establish amend and enforce reasonable rules of employee conduct, so long as these policies or rights do not modify, change or conflict with any provisions of this Agreement. A high standard of efficiency of service in each of the respective buildings involved shall be maintained by all employees.

**Section 7.2** All employees are expected to perform a fair day's work for a fair day's pay as set forth in the Exhibit attached hereto.

**Section 7.3** No benefits, prerogatives, or other substantial rights to which any such employee shall be legally entitled at the time of the execution of this Agreement shall be abridged or otherwise affected by the terms hereof, and the same shall remain intact and in full force and effect.

**Section 7.4** The Employer shall inform all employees at the time of hire of the existence of this Agreement.

**Section 7.5** It is recognized by the Employer and the Union that they both must use their best efforts to reduce absenteeism and tardiness to a minimum.

**Section 7.6** Except as limited by this Agreement, the Employer shall have the right to establish reasonable standards of productivity, subject to the grievance procedure.

The Employer shall follow and be bound by the rules of seniority of all bargaining unit members previously employed on all jobs, in respect to job security, promotion, accrued vacations and other benefits.

**Section 7.7** The Employer may drug test in the following situations: pre-employment physicals, post-accident investigation, and for reasonable cause (i.e., where the Employer has a good faith belief that the employee is under the influence of drugs or alcohol, which shall be determined by two

management employees if possible). There will be no random testing. If time permits, the Company will meet and consult with a Union steward or business representative before proceeding. All testing will be designed to safeguard the privacy of the employee. All testing will be performed by a certified laboratory, and the tests will be performed in accordance with the standards established by the U.S. Department of Transportation in connection with drug and alcohol testing. In all cases an employee will be accorded a reasonable opportunity to rebuke or explain the results of a drug test, should it test positive, before any disciplinary action will be taken. The Employer agrees that gas chromatography/mass spectrometry will be used as the confirmatory test on all positive drug tests. A proper chain of custody will be maintained on all samples at all steps in the procedure. All employees will sign all consent and chain of custody documents required by the Employer and/or the testing laboratory. All blood and/or urine samples shall be split and properly maintained – one sample to be used for the initial test, the other for the confirmatory test, if necessary. The Employer recognizes that drug and alcohol abuse are treatable illnesses and employees whose samples are confirmed positive will be offered the opportunity to return to work on a last chance basis subject to completion of appropriate rehabilitation programs. The Union maintains its present rights under the collective bargaining agreement to grieve or arbitrate discipline taken as a result of drug testing. The Employer shall bear the cost of all tests, except for any additional tests requested by an employee.

It shall not be deemed a violation of this policy if an employee tests positive for a substance for which he/she possesses a valid and current medical prescription or because the employee is using medical marijuana lawfully under the Pennsylvania Medical Marijuana Act (“Act”).

An employee who is a qualifying patient under the Act must voluntarily disclose his/her marijuana use under the Act, have met all requirements for certification under the Act, and provide a true and correct copy of his/her Pennsylvania Medical Marijuana Identification Card to his/her Employer (he/she may redact any identified underlying medical condition, but his/her employer may inquire into that information in order to assess reasonable accommodation and/or safety issues). Such employee must also acknowledge and agree, in writing, to the following:

- He/she will not use or possess medical marijuana in the workplace, on work premises or during his/her hours of employment, and will not work while under the influence of or impaired by medical marijuana, including but not limited to when the employee’s conduct falls below the standard of care for that position, with a blood content of more than 10 nanograms of active tetrahydrocannabinol per milliliter of blood in serum.
- He/she will continue to be subject to the Employer’s substance abuse and drug/alcohol testing policies.

While working, such employee will not operate any motor vehicle while under the influence of medical marijuana at a level that constitutes impairment under Pennsylvania law.

**Section 7.8** (A) There shall be no reduction in the work force except where there is:

- a) A documented change in work specifications; or
- b) Elimination of all or a substantial part of specified work; or
- c) Vacancies in the building; or
- d) Construction or reconstruction of all or part of a building; or
- e) Introduction of technological advances; or
- f) Change in the nature of the occupancy of the building.
- g) Significant changes in cleaning techniques or processes which reduce cleaning times

(B) Should the Employer desire to reduce the work force for one of the reasons above, it shall give 14 days' advance notice to the Union, including in such notification the reason(s) for the reduction. During the said 14 day notice period, the Employer agrees to meet with the Union to discuss the reasons for the reduction. At the conclusion of the 14 day period, if the Union is not satisfied, the Employer may implement its decision and the Union may proceed directly to arbitration on an expedited basis.

## **ARTICLE 8 - HOLIDAYS**

**Section 8.1** Holidays shall be granted to regular and extra employees as follows:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Day After Thanksgiving	Martin Luther King, Jr. Birthday

When one of the above designated holidays falls on Sunday, it will be observed on the following Monday and not on Sunday. For night-turn employees on a Sunday through Thursday schedule, the Thanksgiving holiday shall be observed on the shift beginning Wednesday night, and the Day after Thanksgiving shall be observed on the shift beginning Thursday night. For night-turn employees on a Monday through Friday schedule, the Thanksgiving holiday shall be observed on the shift beginning Thursday night, and the Day after Thanksgiving shall be observed on the shift beginning Friday night.

**Section 8.2** Prior to January 1 of each year, each building and the Union shall establish the hours and days on which the holidays listed in Section 8.1 above shall be observed. After January 1, if the employees in an individual building, through a democratic process, request that the designated, established holiday be changed and the Employer agrees, the majority shall rule, and the change shall be made. In no event shall any employee complain to building management about the holiday scheduling process.

**Section 8.3** Regular and extra employees who are scheduled to work on a holiday must work as scheduled on that entire holiday in order to be eligible for holiday pay.

Regular and extra employees who are not scheduled to work on a holiday must work their entire last scheduled workday (i.e., 6 or 8 hours, depending on the employee's schedule) before and the entire first scheduled work day after the holiday in order to be eligible for holiday pay. In addition, extra employees



to be eligible, also, must have worked thirty-two (32) hours if they are eight (8) hour employees or twenty-four (24) hours if they are six (6) hour employees during the workweek in which the holiday falls (twenty-four (24) hours for eight (8) hours employees and eighteen (18) for six (6) hour employees during any workweek in which two (2) holidays fall under Sections 8.1 and 8.10).

**Section 8.4** Regular and Extra Employees who work their normal hours on said holidays shall be paid a day's pay at the rate of time and one-half (1-1/2) the prevailing rate, plus holiday pay.

**Section 8.5** Any regular or extra employee whose regular day off falls on a holiday shall receive an additional day's pay therefore, or, at the option of the Employer, shall receive an extra day off within the holiday week.

**Section 8.6** If a holiday falls within an employee's vacation period, he shall receive the holiday pay or an additional day off at the option of the Employer.

**Section 8.7** In those weeks which contain one of the above designated holidays, such holiday, even though not worked, will be counted as normal hours worked in order to establish forty (40) hours of work under Article 7, Section 7.2 for over- time purposes.

**Section 8.8** Regular and Extra Employees shall receive six (6) Paid Time Off (PTO) days each calendar year which may be used as either scheduled personal days or sick days. Regular and Extra Employees shall receive one (1) Paid Time Off (PTO) day for the period of November 1, 2019 through December 31, 2019.

Use of PTO Days as Personal Days: When scheduling a personal day, an employee must submit his/her personal day request form at least one week in advance of the desired time off, subject to limitations set by the Employer as to the maximum number of employees allowed to take such personal days at one time. In the event that more employees want to be off at the same time than is permissible, seniority shall govern. If an employee is unable to use all six (6) Paid Time Off days within the contract year, the employee shall be paid for such unused Paid Time Off days calculated at the employee's regular hourly wage rate and based on the employee's regularly scheduled work day.

Use of PTO Days as Sick Days: When using a Paid Time Off day as a sick day, the following shall apply:

(A) Sick Days may be used for:

(1) An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;

(2) Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care; or

(3) Closure of the employee's place of business by order of a public official due to a public health

emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the family member's presence in the community would jeopardize the health of others because of the family member's exposure to a communicable disease, whether or not the family member has actually contracted the communicable disease.

(B) An oral request shall be provided to the employer by the employee upon the use of sick time. The request shall include the anticipated duration of the absence when possible. An employer shall be permitted to maintain its own notification policy that shall dictate how soon before an employee's shift the employee must make their oral request to make use of sick time. The employer's notification policy shall be reasonable and shall not obstruct an employee's use of sick time. If an employer does not maintain its own notification policy, an employee shall provide their oral request for the use of sick time to the employer at least one (1) hour prior to the start of their shift. In the event such need for sick time is not foreseeable by the employee, the employee shall make a good faith effort to notify the employer as soon as possible.

(C) In the event that the need for the use of sick time is known to the employee in advance, such as a scheduled appointment with a health care provider, the Employer may require reasonable advance notice of the intention to use such sick time not to exceed seven days prior to the date such sick time is to begin. The employee shall make a reasonable effort to schedule the use of sick time in a manner that does not unduly disrupt the operations of the Employer.

(D) For the use of sick time that lasts three (3) or more full consecutive days, an employer may require the employee to present reasonable documentation that the sick time has been used for a purpose covered and protected by Section A above. Documentation signed by a health\_care professional indicating that sick time is necessary shall be considered reasonable documentation. An employer may not require that the documentation explain the precise nature of the illness.

(E) New Employees cannot use Paid Time Off days until they have completed 90 days of employment. New employees will accrue their six (6) Paid Time Off days in their first year of employment at the rate of one (1) hour of Paid Time Off for every 35 hours worked, up to a maximum of 48 hours (6 days). After the first year of employment, the Employer shall front load an employee's annual Paid Time Off allotment.

## **ARTICLE 9 - VACATIONS**

**Section 9.1** The term "worked continuously" means the length of continuous service worked by an employee in the building where employed, as indicated on the building's seniority list. The term "vacation year" shall mean the twelve (12) consecutive month period commencing on January 1 of each year of the Agreement.

**Section 9.2** Regular employees who are on the seniority list on January 1, have at least one (1) year of continuous service, and during the prior calendar year have worked at least one thousand two hundred fifty (1,250) hours, shall be entitled to a paid vacation as follows:\*

A. For all employees

1. Employees who have worked continuously for one (1) year but less than five (5) years shall receive two (2) weeks' vacation with pay.

2. Employees who have worked continuously for five (5) years but less than sixteen (16) years shall receive three (3) weeks' vacation with pay.

3. Employees who have worked continuously for sixteen (16) years or more shall receive four (4) weeks' vacation with pay. At the sole discretion of the employee, the employee may take vacation pay in lieu of his or her fourth week of vacation.

B. Commencing on January 1, 1995, any regular employee who will be entitled on the following January 1 to an additional week of vacation because of greater continuous service will as of January 1 be entitled to a pro-rated week of vacation based on the number of months from his/her building seniority date to January 1, in addition to his or her regular vacation.

(Example: Assume employee John Smith was hired July 1, 2010. As of January 1, 2015, he has 4.5 years of service. On that date, he shall be entitled to an additional ½ week (i.e., 6 months divided by 12 months) of vacation pay, in addition to his two weeks of vacation. The following January 1 (January 1, 2016), he shall be entitled to 3 weeks of vacation.

**Section 9.3** Vacation pay shall be computed at the number of hours per week in the employee's regular schedule and at the employee's regular straight-time hourly rate.

**Section 9.4** Extra employees who as of January 1 have worked at least one hundred twenty-five (125) days the preceding calendar year shall be entitled to a pro-rated vacation based on hours worked divided by two thousand eighty (2,080).

**Section 9.5** Such vacations shall be taken during the period from January 1 through December 31 of each year at times approved by each Employer. However, with regard to those employees who are entitled to either three (3) weeks or four (4) weeks of vacation, the Employer, at its discretion, reserves the right to limit a vacation period at any one time to two (2) consecutive weeks. The employee shall then have the right to select the remaining one (1) or two (2) weeks at some other time during the available vacation period of said year.

The Employer shall post a vacation signup sheet or distribute vacation request forms to employees

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\* Employees who meet the eligibility requirements except for the hours of work requirement shall receive pro-rated vacation based on the actual hours worked divided by 2,080 hours (if a forty (40) hour per week employee), or by 1,560 hours (if a thirty (30) hour per week employee).

eligible for vacation, no later than January 31 of each year. Employees who have signed up on a sign-up sheet or returned their vacation request forms before March 1 shall have the right to choose the period of their vacation in accordance with their building seniority. Employees who sign up or return their request forms on or after March 1 shall not be entitled to have their vacation request considered on the basis of seniority. However, the Employer retains the right to limit the number of employees that may be off at any time in any job classification. Vacation schedules shall be posted no later than April 1 of each year. The scheduled starting date of the vacation for any employee shall in no case antedate the completion of one (1) year's continuous service.

Years of service for the purpose of computing vacation benefits shall be measured on each January 1 from the employee's most recent date of hire into the building as set out on the seniority list.

**Section 9.6** A regular employee who quits, dies, retires or is terminated shall receive vacation pay prorated based on hours worked that calendar year, divided by two thousand eighty (2,080) hours (if a forty (40) hour a week employee) or one thousand five hundred sixty (1,560) hours (if a thirty (30) hour a week employee). This section shall not apply to terminations resulting from the loss of a cleaning or management contract.

A regular employee who quits without giving the Employer at least two (2) weeks' written notice shall forfeit his or her accrued vacation pay; provided, however, the employee shall have the right to work out the two (2) week period in the event he or she had failed to give timely notice of his or her desire to quit.

**Section 9.7** Vacation checks shall be paid to the employee no later than the last scheduled day of work prior to the employee's scheduled vacation period.

**Section 9.8** Employees who are entitled to three (3) weeks or more in a vacation year may take all but the first two (2) weeks of vacation one (1) day at a time. An employee wishing to take a vacation day must arrange with the Employer at least seven (7) days in advance of the day desired, unless, because of illness, unexpected pressing business, or an emergency, advance notice cannot be given. If there are more than three incidents of an employee taking a vacation day without providing seven days' notice in a calendar year, the employee will provide reasonable documentation of the cause for taking the day off within forty-eight hours of returning to work, upon the request of the Employer.

## **ARTICLE 10 - UNIFORMS**

**Section 10.1** Employer agrees to make no change in the present arrangements for furnishing work clothes and uniforms, shall not be required to furnish any work clothes or uniforms or service not now furnished; however, the Employer will provide such uniforms and/or work clothes or parts thereof, as may be required by law. Notwithstanding the above, the Employer shall provide waterproof snowsuits, hats, gloves, parkas, rain ponchos and rubber boots for use by employees who are required to work outside in

inclement weather. Employees being issued such clothing may be required to sign a form acknowledging receipt of such item(s) and allowing the Employer to deduct the replacement cost of such items from the employee's pay if the item(s) are not returned by the employee at the end of the day or when the employee's employment is terminated.

## **ARTICLE 11 – MILITARY SERVICE**

**Section 11.1** The reemployment rights of employees who are now or may later be in military service and the duties of Employers in relation to them shall be governed by the applicable provisions of federal and state laws.

**Section 11.2** In all cases where employees are reinstated, in accordance with the above provisions, the Employer shall have the right to make necessary adjustments or reductions in the operating force, in accordance with the terms of Article 24 of this Agreement.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

**Section 12.1** All grievances between the parties arising under this Agreement shall be settled in the following manner:

Step 1 A grievance shall be submitted in writing to the immediate non-Union supervisor and if that position is not assigned by the Employer, to Employer's local business office, and Shop Steward within fourteen (14) calendar days after the grievance occurred or when the grievant or Union should have known of same. The Union may also submit a grievance to the Employer within fourteen (14) calendar days after the grievance occurred or the grievant or Union should have known of the grievance, by filing the grievance with the Union's Grievance Center. An answer in writing shall be given by the Employer to the grievant and Shop Steward, with a copy to the Union within fourteen (14) calendar days from the date of the submission of the grievance.

Step 2 In the event no agreement is reached in the First Step, the grievant and the Union (Shop Steward or Union staff) may, within ten (10) working days from the date of the First Step Answer, refer the matter to the Superintendent or Supervisor, and if the position is not assigned by the Employer, to the Employer's local business office of the building involved. An answer in writing must be made in the Second Step within ten (10) working days from the date the grievance was appealed to the Second Step.

The Union may commence a suspension or termination grievance at Step 2, in which case the Employer, Union, Shop Steward and grievant shall make best efforts to hold a Step 2 meeting within three working (3) days of the suspension or termination.

Step 3 In the event no agreement is reached in the Second Step, either the Union or the Employer may appeal same to the next Step consisting of the Union and the Employer and send to the other party a copy of the grievance within ten (10) working days of the Second Step answer. Authorized representatives

of the Union and the Employer shall meet within twenty (20) working days of the Second Step Answer and attempt to adjust the controversy. The Employer shall give the Union an answer within five (5) working days after said meeting.

Step 4 In the event no agreement is reached at Step 3, the grievance may then be referred to a Grievance Committee which shall consist of two (2) representatives designated by MOCA and two (2) representatives designated by the Union as Arbitrators. A grievance shall not be scheduled for a Grievance Committee meeting if the grievance form is incomplete. The Union shall have ten (10) days after receiving notice from MOCA of an incomplete grievance form within which to properly complete a revised form and forward it to MOCA. If a properly completed revised grievance form is not filed by the Union within this additional ten (10) day period, the grievance will be deemed to be untimely filed at the Fourth Step. The Grievance Committee shall be composed of Union staff members, advocates, or officers, and MOCA Board members or officers, or those who are in line to become MOCA Board members or officers. The Grievance Committee shall meet no later than ten (10) working days after receipt of the written grievance and shall reach a decision no later than ten (10) working days after hearing the case. A decision by a majority of the Grievance Committee at this step of the Grievance Procedure shall be final and binding on the parties involved and shall be regarded as an Arbitrator's decision. The Grievance Committee Procedures shall be as agreed from time to time by the parties. The joint MOCA – Local 32BJ Grievance Committee shall be available to non-members of MOCA who adopt the MOCA-Local32BJ collective bargaining agreement. Such non-members will be assessed a fee of \$500, payable to MOCA, for each grievance brought before the Committee in which they are involved.

Step 5 In the event no agreement is reached in the Fourth Step or if the Grievance Committee deadlocks and cannot render a decision, the Union may, upon written notice to the Employer appeal the grievance to arbitration within forty-five (45) working days from the date of receipt of the Third Step answer. The Employer agrees that the time strictures for filing a grievance for arbitration shall not be enforced until an employee's appeal rights have been exhausted pursuant to the Union's Constitution and By-Laws.

The parties shall then promptly attempt to mutually agree upon an impartial arbitrator within five (5) working days after notice of appeal to arbitration. If the parties are unable to mutually agree upon an impartial arbitrator, the Employer and the Union shall request the Federal Mediation and Conciliation Service to submit the names of nine (9) NAA Certified impartial arbitrators. The parties shall then select the impartial arbitrator from such list by each party alternately removing one name from the list until but one name remains.

A grievance is defined as any differences arising between the parties as to interpretation, application or performance of any part of this Agreement.

The decision of the impartial arbitrator shall be final and binding on the parties and on any

employees involved. Further, any mutual settlement between the Union and the Employer of any dispute or grievance at any step of the Grievance Procedure shall be final and binding on all parties, including the grievant.

The expense of the impartial arbitrator, the hearing room and of the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Union.

The impartial arbitrator must render his decision with thirty (30) days of the close of the hearing unless time is extended by mutual agreement of the parties. The impartial arbitrator must agree to this condition prior to agreeing to hear the case.

Saturday, Sunday and designated holidays shall not be included in the time limits set forth above.

**Section 12.2** The above Grievance Procedure may, at the Employer's option, be utilized by the Employer; and in the event the Employer elects to file a grievance, it shall be processed commencing at the Third Step.

**Section 12.3** It is understood and agreed that grievances or disputes arising with respect to the employees of any Employer building or buildings shall not involve the employees of other Employer buildings in which no such grievance or dispute exists. The arbitrator shall only have jurisdiction and authority to interpret, apply or determine compliance with the provisions relating to the wages, hours of work and other conditions of employment set forth in the Agreement insofar as shall be necessary to the determination of such grievances arising hereunder, but the arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement.

## **ARTICLE 13 – DISCIPLINE AND DISCHARGE**

**Section 13.1** No employee covered by this Agreement who has passed his probationary period may be disciplined or discharged without just cause.

**Section 13.2** The Employer recognizes the concept of progressive discipline for minor disciplinary offenses. Disciplinary warnings shall not be used as the basis for suspension or discharge after twelve (12) months of their issuance. After eighteen (18) months, a previous suspension shall not be used as the basis for a subsequent suspension or discharge.

**Section 13.3** The Employer must notify the Union prior to issuing any employee a Last Chance Agreement. The time limits for filing a grievance over a Last Chance Agreement shall commence from the date the Union is notified of the issuance of the Last Chance Agreement.

## **ARTICLE 14 – NO STRIKE, NO LOCKOUT**

**Section 14.1** It is mutually agreed that there shall be no strikes, slowdown, sit-down, no sympathy strikes, or other interference with work by the Union or its bargaining unit members and no

lockout by the Employer, for any reason whatsoever during the term of this Agreement except as otherwise provided in this Agreement. It is also agreed that in the case of an emergency, such as flood, fire, or other unforeseen major contingency, the terms of this Agreement shall not be deemed to apply in connection with measures deemed necessary by the Employer for the care and protection of the buildings and equipment under its control, or reasonably necessary to repair and place the same in condition thereafter for occupancy.

**Section 14.2** The Union shall not be held liable for any violation of this Article where it appears that it has taken all reasonable steps to avoid and end the violation.

**Section 14.3** Notwithstanding Section 14.1 above, no employee covered by the Agreement shall be required by the Employer to cross through any lawful primary picket line established by the Service Employees' International Union or any of its local unions. No such employee shall be disciplined or unlawfully discharged for refusing to cross through such a picket line.

## **ARTICLE 15 – DEATH IN FAMILY**

**Section 15.1** In the event of the death of the wife, husband, legal domestic partner, son, daughter, brother, sister or parent of any employee covered by this Agreement who has been in the employ of the Employer for at least ninety (90) days, the employee shall be paid his regular straight time rate for scheduled time lost from work up to but not to exceed five (5) consecutive work days, one of which shall be the day of burial; provided the employee attends the funeral and furnishes proof thereof if requested by the Employer. Proof of funeral attendance shall not be required when the funeral is more than 500 miles from Pittsburgh.

**Section 15.2** In the event of the death of the grandparent, mother-in-law, father-in-law, stepfather, stepmother, grandchildren or legal guardian of any employee covered by this Agreement who has been in the employ of the Employer for at least ninety (90) days, the employee shall be paid his regular straight time rate for scheduled time lost from work up to but not to exceed three (3) consecutive work days, one of which shall be the day of burial; provided the employee attends the funeral and furnishes proof thereof if requested by the Employer. Proof of funeral attendance shall not be required when the funeral is more than 500 miles from Pittsburgh.

## **ARTICLE 16 – JURY PAY**

**Section 16.1** Any regular employee who is called for service as a juror shall be excused from work for those hours necessary in order to serve, and shall be reimbursed for scheduled working time lost up to a maximum of eight (8) hours per day and a maximum of one hundred twenty (120) hours per calendar year.



## **ARTICLE 17 – ELEVATOR CONVERSION PAY**

**Section 17.1** When, in the sole judgement of an Employer, it decides to convert one or more elevators to operator-less control, and the job or jobs of one or more regular elevator operators are thus eliminated, the Employer will make the following conversion payments to such employees, provided that such employee or employees do not receive any other sum or sums from the Employer under the contract, a pension plan, if any, or under any custom or practice which may prevail in the building:

\$200.00 for 5 years' service but less than 10.

\$400.00 for 10 years' service but less than 15.

\$600.00 for 15 years' service but less than 20.

\$800.00 for 20 years' service but less than 25.

\$1,000.00 for 25 years' service and over.

**Section 17.2** In lieu of conversion pay, an employee eligible for conversion pay may elect to refuse such pay and, instead, may exercise his seniority to bump any less senior employee in the building, using building seniority provided he is qualified and capable of performing the job to which he wishes to bump. A trial period up to twenty (20) working days shall be granted to qualify for such job. An employee who fails to qualify for a job on his first bump may elect to exercise his building seniority for a second bump with a second trial period up to twenty (20) working days. If the employee cannot qualify under either the first or second bump, he shall receive conversion pay.

## **ARTICLE 18 – TERMINATION PAY**

**Section 18.1** In the event the Employer loses an account due to a building closure and the Employer cannot place all or some employees at another location, the Employer shall offer such employees by seniority the option to terminate employment with the Employer and receive severance in accordance with the schedule below or to be placed on lay off in accordance with the seniority provisions of this Agreement.

1 week's pay for 5 years' service but less than 10.

2 week's pay for 10 years' service but less than 15.

3 week's pay for 15 years' service but less than 20.

4 week's pay for 20 years' service or more.

**Section 18.2** This Article shall not apply in cases of layoff, resignation, discharge or discipline.

## **ARTICLE 19 – PENSION PROGRAM**

**Section 19.1** The parties agree that employees covered by this Agreement shall participate in the SEIU National Industry Pension Plan Fund ("Fund"), and that each Employer, the Union and the

employees shall abide and be governed by the provisions of the Trust Agreement as amended.

**Section 19.2** The rights of employees participating in the Fund with respect to eligibility to participate, vesting of benefits, benefit accrual and eligibility for benefits, shall be as set forth in the Trust Agreement as amended from time to time by the Trustees.

**Section 19.3** Effective November 1, 2019, the Employer will contribute to the Fund the base rate of eighty-four cents (\$0.84), for each straight-time hour actually worked by each participant employed by the Employer in covered employment, but in no event shall the base amount exceed thirty-three dollars and sixty cents (\$33.60) per week. The Employer will also pay an additional \$0.97 per hour (115.4% of the base contribution) in supplemental contributions.

Effective November 1, 2020, the Employer will contribute to the Fund the base rate of eighty-four cents (\$0.84), for each straight-time hour actually worked by each participant employed by the Employer in covered employment, but in no event shall the base amount exceed thirty-three dollars and sixty cents (\$33.60) per week. The Employer will also pay an additional \$1.11 per hour (132.0% of the base contribution) in supplemental contributions.

Effective November 1, 2021, the Employer will contribute to the Fund the base rate of eighty-four cents (\$0.84), for each straight-time hour actually worked by each participant employed by the Employer in covered employment, but in no event shall the base amount exceed thirty-three dollars and sixty cents (\$33.60) per week. The Employer will also pay an additional \$1.26 per hour (150.0% of the base contribution) in supplemental contributions.

Effective November 1, 2022, the Employer will contribute to the Fund the base rate of eighty-four cents (\$0.84), for each straight-time hour actually worked by each participant employed by the Employer in covered employment, but in no event shall the base amount exceed thirty-three dollars and sixty cents (\$33.60) per week. The Employer will also pay an additional \$1.43 (169.4% of the base contribution) per hour in supplemental contributions.

The Agreement shall re-open on October 31, 2022 to bargain pension benefits, if the rate or amount of contributions required by the Pension Fund differs from the rate and amount required effective November 1, 2022, set forth in the preceding paragraph. If the rate or amount required by the Pension Fund effective November 1, 2022 is 10 percent greater, or less than the rate and amount set forth in the preceding paragraph, the reopener shall include pension and wages. If no agreement is reached, Article 14.1 shall not apply.

Paid holidays, paid vacations, Paid Time Off, and hours paid for due to jury duty or death in a family shall be considered as hours actually worked for pension contribution purposes.

Contributions for regular and part-time employees shall commence after such regular or part-time employee has completed ninety (90) days of continuous service with the Employer.

Contributions for extra employees shall commence after such extra employee has worked one

thousand (1,000) or more hours during a twelve (12) consecutive month period (either from their date of hire or during any calendar year). Once an extra employee has met the above eligibility requirements, the Employer thereafter shall contribute on behalf of such employee on the same basis on which it contributes for its regular and part-time employees, irrespective of the number of hours worked per year by the extra employee thereafter.

Such contributions shall be in complete discharge of the Employer's financial obligations under this Article and the Trust Agreement, and no Employer shall have any obligation with respect to the payment of Employer contributions other than its own.

**Section 19.4** The parties agree that the Employer's obligation to contribute to the Fund shall remain in effect during the term of this Agreement, and shall terminate at the expiration thereof, unless the parties hereto have agreed to extend the Employer's obligations to contribute to the Fund beyond such date.

**Section 19.5** Employers shall file such reports and distribute or cooperate in the distribution of such materials as the Trustees may require in connection with the reporting and disclosure requirements of ERISA and regulations thereunder.

**Section 19.6** The pension contributions required above shall be made no later than the 10th of the following month, and such reports as the Trustees or their designated agent may require shall be made at the times specified by the Trustees or their designated agent.

**Section 19.7** Upon the failure of an Employer to make the required reports or payments to the Fund, or its designated agent, the Union (and/or the Trustees) may, in its sole discretion, take any action necessary, including but not limited to immediate arbitration under Article 12 of this Agreement, and suits at law, to enforce such reports and payments, together with interest at a per annum rate no less than ten percent (10%), and any and all expenses of collection, including but not limited to counsel fees in the amount of fifteen percent (15%) of the total amount due, arbitration costs and fees, and court costs.

**Section 19.8** Notwithstanding the provisions of Section 19.7 above, the Union shall have the right to strike upon the failure of an Employer to make the required reports or payment to the Fund or its designated agent by giving thirty (30) days' written notice to the Employer by certified mail of such alleged violation. If the Employer fails to correct such violation within thirty (30) days from receipt of notice, the Union will have the right to strike only the particular building involved with the understanding that this shall not adversely affect any other building in any respect.

**Section 19.9** Each Employer shall submit monthly to the Union a copy of the monthly report that is submitted to the Fund Plan with payment.

## **ARTICLE 20 – INSURANCE PROGRAM**

**Section 20.1** The Employer agrees to make payments into a health trust fund known as the Building Service 32BJ Health Fund (“Fund”) under such provisions, rules and regulations as may be

determined by the Trustees of the Fund, to cover all regularly scheduled employees in a bid position who have met the 90-day wait period and, where applicable, the eligible dependents of such employees, with such health benefits as may be determined by the Trustees of the Fund. Employees eligible for coverage may elect single or family coverage. Eligible employees who fail to make a timely election shall not be covered.

All regularly scheduled employees in a bid position who have met the wait period shall be covered by the Fund. Employees eligible for coverage may elect family coverage. Employees who do not timely elect family coverage shall be deemed to have elected, and shall receive, single coverage.

**Section 20.2(a)** The Employer shall make the following monthly contributions on behalf of each employee who elects or who is deemed to have elected single coverage:

November 1, 2019	\$1,013/month
January 1, 2020	\$1,049/month
January 1, 2021	\$1,087/month
January 1, 2022	\$1,126/month
January 1, 2023	\$1,167/month

(b) The Employer shall make the following monthly contributions on behalf of each employee who elects family coverage:

November 1, 2019	\$1,263/month
January 1, 2020	\$1,299/month
January 1, 2021	\$1,337/month
January 1, 2022	\$1,376/month
January 1, 2023	\$1,417/month

(c) The Employer shall deduct the following monthly premium on a pre-tax basis, from the wages of each employee who timely elects family coverage:

November 1, 2019 through October 31, 2023	\$250/month
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**Section 20.3(a)** There shall be an annual open enrollment period of no less than 30 days starting in the month of October each calendar year. Except in the case of a qualified change in family status as defined by the Fund, employees may elect family coverage or elect to discontinue such coverage and elect single coverage only during the open enrollment period. Such election or revocation of election shall take effect on January 1<sup>st</sup> of the subsequent calendar year. Examples of a qualified change in family status are, but are not limited to, marriage, the birth or adoption of a child and the loss of medical insurance by a spouse.

A description of the special enrollment rights in the event of a qualified change in family status shall be provided to the employee on or before the employee becomes eligible to participate in the Fund.

**Section 20.4 (a)** Newly hired employees shall have a wait period of ninety (90) days before

becoming eligible to participate in the Fund, and no contributions shall be made on behalf of newly hired employees during the ninety (90) day wait period.

(b) Newly hired employees shall elect family coverage no later than thirty (30) days after the expiration of the ninety (90) day wait period set forth in subparagraph 20.4(a) above. A newly hired employee who fails to timely elect family coverage as herein provided shall be precluded from electing such coverage except during the October open enrollment period or in the event of a qualified change in family status.

(c) Employees who work less than fifteen (15) days in each of three (3) consecutive months shall have their coverage suspended and the Employer's contributions shall be suspended. The Employer shall notify the Fund that a previously eligible employee has failed to meet the work requirement no later than the tenth (10<sup>th</sup>) day of each month, and the employee shall cease to be covered by the Fund the next succeeding month. The Employer shall notify the Fund that a previously ineligible employee has met the work requirement no later than the tenth (10<sup>th</sup>) day of each month, and the employee shall be covered by the Fund the next succeeding month. For example, if an employee fails to meet the work requirement in for the period April-June, the Employer shall notify the Fund by July 10<sup>th</sup> and the employee will not be covered beginning August 1. If the employee thereafter meets the work requirement for the period May-July, the Employer shall notify the Fund by August 1 and the Employee will be covered beginning September 1. Contributions for any given month in which an employee is eligible for coverage shall be remitted no later than the tenth (10<sup>th</sup>) day of the subsequent month, together with a list of employees for whom contributions are being made.

(d) Employees who are disabled due to a non-occupational cause and who are receiving short-term disability benefits, and employees who are receiving workers compensation benefits, shall be covered by the Health Fund for up to 30 months from the date of disability, or until covered by Medicare, whichever is earlier. Employees who are disabled due to a non-occupational case and who are not receiving short term disability shall be covered by the Health Fund for four (4) months from the date of disability or until covered by Medicare, whichever is earlier; the Employer shall continue to contribute on behalf of such employees, but no employee contributions shall be required.

Any employee returning from leave (i.e., layoff status or disability leave, occupational or non-occupational) shall be covered and Employer contributions shall commence as of the first day of that employee returns to work.

The Employer shall notify the fund of new hires within thirty (30) days.

(e) The Employer shall make available to extra employees who are regularly scheduled to work thirty (30) or more hours per week the same health insurance coverage that the Employer offers to its non-bargaining unit employees. To receive such coverage, extra employees who are regularly scheduled to work thirty (30) or more hours per week must satisfy all eligibility requirements of the Employer's health

insurance plan and must make all premium contributions required to participate in the plan. The Employer has the right to change the health insurance benefits of extra employees who are regularly scheduled to work thirty (30) or more hours per week, including, but not limited to, the right to change eligibility requirements, coverage and/or benefit levels, employee premium and/or contribution levels, co-pays and /or other costs, carriers and/or plan providers, and/or the health insurance plan itself, to the same extent that changes are made to the health insurance benefits provided to its non-bargaining unit employees. Changes to the health insurance benefits of extra employees who are regularly scheduled to work thirty (30) more hours per week will occur at the same time as changes to the health insurance benefits of the Employer's non-bargaining unit employees.

**Section 20.5** If the Employer fails to make required reports or payments to the Fund, 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 reporting obligations, and contribution obligations together with interest and liquidated damages as provided in the Fund's trust agreement, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees and court costs.

**Section 20.6.** By agreeing to make the required payments into the Fund, 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 the Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Fund shall make such amendments to the Trust Agreement and shall adopt such regulations as may be required to conform to applicable law.

**Section 20.7** For locations where the Union is recognized under Section 1 for a building or facility after November 1, 2011, the Employer shall not be required to begin participating in the Health Fund and no contributions shall be required until six (6) months after the date the Agreement applies to the building or location. However, the date of hire for purposes of the wait period for contributions and eligibility set forth in Section 20.4(a) and (b) shall be the date the employee was first employed in the building or by the Employer, whichever is earlier.

**Section 20.8** If an extra employee is filling in continuously pursuant to Section 26.10 for a regular employee whose coverage has discontinued under Section 20.4(d), the extra employee shall, while filling in for such regular employee, be treated as a regular employee for purposes of coverage and contributions under Section 20.1 and 20.2. Contributions for the extra employee shall cease as of the date that the inactive regular employee returns.

**Section 20.9** Notwithstanding the provisions of Section 20.5 above, the Union shall have the right to strike upon the failure of an Employer to make the required reports or payment to Fund, or their designated agents, by giving thirty (30) days' written notice to the Employer by certified mail of such alleged violation. If the Employer fails to correct such violation within thirty (30) days from receipt of

notice, the Union will have the right to strike only the particular building involved with the understanding that this shall not adversely affect any other building in any respect. This shall apply to Articles 19A and 19B.

**Section 20.10** The Employer shall submit monthly to the Union a copy of the monthly billing sheet that is submitted to Fund with payment.

**Section 20.11** (a) If, during the term of this Agreement or any extension or renewal thereof, there shall become effective a compulsory federal system of employee group insurance financed by compulsory contributions from Employers, including the Employer herein, which system duplicates in whole or in part the system or benefits provided in this Agreement, then the parties shall meet for the purpose of modifying the Agreement to reflect the impact of such legislation. To the extent possible, the parties shall modify the Agreement so that the same level of benefits and contributions provided for in this Agreement shall be maintained notwithstanding any compulsory federal system. In the event that such compulsory federal system results in an increase in cost to the Employer, then the benefits shall be reduced to a level to allow a reduction in cost equal to the levels provided in this Agreement. In the event that such compulsory federal system is financed by compulsory employee and Employer contributions and results in a cost savings to the Employer, then any such savings shall be utilized to provide increased life insurance benefits or other employee benefits as may be mutually agreed upon by the Employer and Union. If, after thirty (30) calendar days of discussions, the parties are unable to agree upon the implementation of this provision, the matter shall be submitted to an arbitrator selected in the manner described in Step 4 of the Grievance Procedure set forth in Article 12 of this Agreement. The Arbitrator shall render a decision consistent with the expressed intent of this provision, which is to preserve the negotiated system of health care as much as possible, notwithstanding a compulsory federal system.

(b) If, during the term of this Agreement or any extension or renewal thereof, there shall become effective an optional federal system of employee group insurance, the Employer may not elect to participate in such system without the consent of the Union.

**Section 20.13** At 120 Fifth Avenue, Pittsburgh the Employer may provide alternative health care coverage so long as the benefit provided is equivalent to the coverage provided by the Health Fund, including that employee premiums may not exceed those set forth in this Agreement. The Employer at 120 Fifth Avenue who provides or wishes to provide such alternative coverage must notify the Union in writing and provide to the Union a copy of the Summary Plan Description setting forth the benefits, as well as any changes to such benefits 30 days before such changes are implemented. The Union must provide to the Employer with sufficient advance notice of any material changes in Health Fund benefits, to allow the Employer to modify the alternative coverage it is providing so that it continues to provide equivalent benefits.

## **ARTICLE 21: LEGAL FUND**

**Section 21.1** The Employer shall make contributions to the “Building Service 32BJ Legal Services Fund” (“Legal Fund”) to provide employees who have completed 90 days of employment under this Agreement with such benefits as may be determined by the Trustees.

**Section 21.2** The rate of contribution to the Legal Fund shall be \$16.63 per month for each employee who has been employed more than ninety (90) days. Contributions are not required on behalf of employees on layoff or leave of absence.

**Section 21.3** By agreeing to make the required payments into the Fund, 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 the Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Fund shall make such amendments to the Trust Agreement and shall adopt such regulations as may be required to conform to applicable law.

## **ARTICLE 22: THOMAS SHORTMAN TRAINING, SCHOLARSHIP, & SAFETY FUND**

**Section 22.1** The Employer shall make contributions to a trust fund known as the “Thomas Shortman Training, Scholarship and Safety Fund to cover employees under this Agreement with such benefits as may be determined by the Trustees.

**Section 22.2** The rate of contribution to this Fund shall be \$14.13 per month for each employee who has been employed more than ninety (90) days. Contributions are not required on behalf of employees on layoff or leave of absence.

**Section 23.3** By agreeing to make the required payments into the Fund, 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 the Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Fund shall make such amendments to the Trust Agreement and shall adopt such regulations as may be required to conform to applicable law.

## **ARTICLE 23 – GENDER CLAUSE**

**Section 23.1** The use of the masculine gender in this Agreement shall include the feminine gender.

## **ARTICLE 24 – NO JOINT LIABILITY**

**Section 24.1** It is the intent of the parties that liability under this Agreement shall be between



the individual Employers and the Union and shall be several and not joint.

## **ARTICLE 25 – CALL-IN PAY**

**Section 25.1** Employees called from their homes to work overtime shall be guaranteed pay for at least four (4) hours work on such assignment. Employees will be paid straight time for call-in work, unless the added hours are in excess of forty (40) hours during the work week or eight (8) hours for the work day, in which case employees will be paid at the rate of time and one-half (1 ½) for those hours worked in excess of 40 in the work week or 8 in the work day. This shall not be construed as a guarantee of the amount of overtime pay when called out before the scheduled workday or retained after the regular workday.

## **ARTICLE 26 – SENIORITY & LEAVES OF ABSENCE**

**Section 26.1** All employees shall have building seniority. The term “building seniority” shall mean length of continuous service in a particular building covered by this Agreement regardless of Employer.

In the event of an account transfer involving two Employers covered by this Agreement, the New Employer (as defined in Section 4.3) will recognize the building seniority of the bargaining unit employees whom it hires at the building who were formerly employed by the Outgoing Employer (as defined in Section 4.3)

In the case of a layoff in any job classification at the building, the least senior employee in such job classification in that building using building seniority shall be displaced. When a reduction occurs on any shift, an impacted employee shall first be permitted to bump the least senior employee within the same job classification working the same shift. The bumped employee, in turn, shall be permitted to bump the least senior employee within the same job classification working any other shift at the building. Such displaced employee may then exercise his/her building seniority and bump the least senior employee with building seniority in any other job classification in the building in which he/she has the ability to perform using building seniority. Such bumped employee may then exercise his/her building seniority so that the least senior employees are those laid off. Employees laid off pursuant to this Section shall be placed on the Employer’s Extra List for the building with no loss of seniority or reduction in wages and shall maintain health insurance coverage in accordance with Section 20.4(c). In the event of a recall in any job classification, persons previously laid off shall be recalled in reverse order of their layoff or bump in such job classification.

**Section 26.2** Whenever a vacancy occurs in any job covered by this Agreement, other than crew leaders, lead persons and supervisors, said job shall be posted for bid for five (5) consecutive days in a conspicuous place and all employees may apply for the job. The vacant position shall be awarded within twelve (12) days of after the said job was posted. The posting shall contain a full description of the job

duties, starting time and rate of pay. Building seniority shall be the governing factor in filling the vacancy with due consideration for training, ability, competency and efficiency, consistent with Article 28 of this Agreement. The Employer shall determine the ability of an employee to fill a job vacancy subject to the Grievance procedure. An Employer or employee may utilize a trial period of up to ten (10) working days as a means of determining ability and qualifications of an employee to fill the job vacancy. If either the Employer or the employee decides during this ten (10) working day trial period that they do not wish for the employee to remain in this position, the employee will be returned back to his or her original job.

**Section 26.3** The Employer shall have the right to transfer employees to a different work location in the same building or to a vacant position in another building covered by the Agreement, provided that such transfer is based solely upon a written complaint by the building owner, manager, agent, or by a tenant, alleging theft, misconduct, poor performance, or other acts relating to work performance. Furthermore, the transfer may not be based upon arbitrary or discriminatory reasons. Any transfer pursuant to this section shall not be considered disciplinary and shall not be used against the employee in any disciplinary action. The Union shall be notified promptly of any such transfer and shall promptly, upon request, be provided with a copy of the written complaint. Employers signatory to this Agreement cannot issues such complaints. The Employer may not solicit a demand from a customer that an employee be removed from a location in an effort to circumvent the just cause provision of this Agreement.

**Section 26.4** Seniority shall be broken by any of the following contingencies:

- (a) If an employee quits, retires, or is discharged;
- (b) Layoff longer than twenty-four (24) months;
- (c) Failure or refusal to report for work one (1) week after being recalled to work from layoff by notice sent by registered letter to the employee's last known address on file with the Employer;
- (d) Absence because of sickness and accident after twenty-four (24) months unless such absence is due to a compensable disability incurred during the course of employment, in which event the individual must return to work within seven (7) calendar days of:
  - 1) the date of final determination of termination of disability under the Pennsylvania Workers' Compensation Act;
  - 2) the date of execution of final receipt of compensation;
  - 3) the date that an order is entered by a Workers' Compensation judge, or
  - 4) the date that the Workmen's Compensation Appeal Board grants a commutation;
- (e) Absence from work for three (3) consecutive scheduled working days without notifying management of his or her absence, unless the employee's absence without notifying management is due to a justifiable cause beyond the employee's control;
- (f) Extra employees who are not available for work for three (3) consecutive workdays, unless the employee was informed on any such day by management that there is no work available or the employee's unavailability is due to a justifiable cause beyond the employee's control, or

(g) An employee engages in gainful employment while on any leave of absence, without prior written approval of the Employer. However, this shall not apply to employees who are absent due to a work-related disability and who work elsewhere on a "light duty" basis pursuant to a referral by the workers' compensation carrier.

**Section 26.5** The Employer shall furnish, upon request, no more than twice a year, a seniority list for each building covered by this Agreement listing the names of all bargaining unit employees, their job classifications and building seniority. The names shall be listed in order of date of hire.

**Section 26.6** In order to comply with the requirements of the Americans With disabilities Act of 1990, the Union will cooperate with the Employer to make, where required by the Act, reasonable accommodations for disabled employees. It is recognized that in making reasonable accommodations, arrangements may have to be made that are not consistent with provisions in this Agreement, including the seniority provisions of this Article.

**Section 26.7** Notwithstanding anything in this Agreement to the contrary, management may assign regular employees on a temporary basis not to exceed a total of ninety (90) hours per calendar quarter to work in other buildings that are part of the same complex or owned by the same party. In making such an assignment on a non-emergency basis, management may require the employees with the least building seniority who are qualified to perform such work, should more senior employees not be willing to make the move on a voluntary basis and no extra employees are on duty who could perform the required work.

**Section 26.8** (A) Any employee with at least one (1) year of service upon written application may be granted a personal leave of absence without pay for a period not in excess of six (6) months for a bona fide illness, accident, or injury, and shall be restored to his legal job upon presentation of a doctor's certificate that he is able to return to his regular job. Where a leave of absence has been granted, the leave shall begin after any applicable sickness or accident benefits have been exhausted. For non-FMLA personal leaves of absence an employee must pay the cost of their health benefits after 30 days. (Note: FMLA-leave will normally run concurrently with the time period in which the individual receives sickness and accident and/or worker's compensation benefits.

(B) For the purposes of this Article, "service" shall mean an employee's total months of employment with the Employer since his last date of hire.

(C) Female employees shall be entitled to such pregnancy leave as may be required by law.

(D) Employees must exhaust all vacation time before being granted a personal non-medical leave of absence.

**Section 26.9** Family & Medical Leave (FMLA)

(a) Subject to the terms and conditions of this Article, an employee who has been employed by the Employer for at least twelve (12) months and who has worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period prior to a request for leave, is eligible for unpaid

leave totaling twelve (12) weeks during any twelve (12) month period for the following:

- 1) Birth of a son or daughter of the employee and in order to care for that son or daughter;
- 2) Placement of a son or daughter with the employee for adoption or foster care;
- 3) To care for the employee's spouse, son, daughter or parent, if that individual has a serious health condition, i.e., an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or involves continuing treatment by a health care provider.
- 4) Serious health condition of the employee.

(b) Leave under (a)1 and (a)2 above for the birth or placement of a son or daughter expires twelve (12) months after the date of birth or placement.

(c) In the event that both spouses are employed by the Employer and are eligible for the leave, they are limited to an aggregate of twelve (12) weeks of leave if that leave is for the reasons set forth in (a) 1 and (a) 2 above or to care for a sick parent under (a)3 above.

(d) Leave under (a)3 above may be taken intermittently or on a reduced work schedule when medically necessary.

(e) In all foreseeable instances, the employee should provide the Employer with at least thirty (30) days' notice before the leave is to begin. If conditions are such that the leave must begin in less than thirty (30) days, then the employee should provide the Employer with notice at the earliest time practicable.

(f) If the Employer requires that a request for leave under (a)3 above must be supported by a certification by the health care provider, the certification must include the following information:

- 1) the date on which the serious health condition began
- 2) the probable duration of the condition
- 3) medical facts regarding the condition
- 4) statement that employee is needed to care for the spouse, son, daughter or parent and an estimate of that amount of time needed for such care; and
- 5) in the case of planned medical treatment for spouse, child or parent, the dates and duration of such treatment.

(g) In the case of leave under (a)3 above, the Employer, at its discretion, may require a second opinion at its expense. If there is a conflict between the two opinions, then the Employer may require, at its expense, a third opinion from a health care provider designated or approved jointly by the Employer and the employee.

(h) The leave request must be initiated by completing the attached application and certification, if necessary, under (a)3 above.

(i) The Employer will continue to pay all but the employee's contribution if applicable for that employee's health insurance coverage during the leave. Upon return from leave, the employee will be permitted to return to the position which the employee held at the time of commencement of his/her leave; provided, however, that if such position no longer exists at the time of the employee's return, the employee

shall be entitled to use the procedure for bumping set forth in Section 26.1 above.

(j) An employee on leave will not lose any benefits accrued prior to leave. The employee shall accrue seniority, but not benefits, during such leave.

(k) The twelve (12) month period shall be calculated forward from the date the employee initially begins the Family or Medical Leave.

(l) If an employee fails to return from leave for a reason other than the continuation, recurrence or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the employee, then the Employer will seek to recover the premium paid during leave to maintain the employee's health insurance coverage. The Employer will require medical certification of such condition.

(m) The Employer requires that all forms of paid leave be used concurrently with unpaid FMLA leave. If, after exhausting all applicable paid leave, an employee has not yet had twelve (12) weeks of leave, the employee may take FMLA-qualified leave on an unpaid basis until the employee has had a total of twelve (12) weeks of FMLA-qualified leave, counting both paid and unpaid time off.

**Section 26.10** (A) When employees are absent from work for four (4) months due to a bona fide reason (workers' compensation, sick leave, or other approved leaves of absence), or if the Employer is aware of an extended leave of absence of three (3) months or more, their jobs will be posted for bid on a temporary basis if it involves a change in shift or days off.

(B) The regular job bid procedure will be followed except that the posted bid sheet will state "Temporary Job Bid." The Employer need not fill any temporary vacancy created by virtue of an employee moving to the temporary job opening pursuant to this Section.

(C) Employees awarded the job bid will remain on the temporary job until either:

- (1) the absent employee returns to work; or
- (2) the temporary bid employee bids on and is awarded a regular position.

(D) When the absent employee returns, he or she shall be returned to his or her regular job and the person working the temporary job shall be returned to his or her previous job.

(E) If the absent employee fails to return to work, the employee who bid on the job temporarily shall be awarded the job permanently, providing, of course, that his or her performance has been satisfactory.

**Section 26.11** The Union's City Director will designate and the Employer shall permit at least one (1) employee, up to a maximum of five (5) employees per Employer, subject to the operational needs of the Employer, to be excused from work with no loss of pay, seniority or benefits to serve a Union leave of absence. This leave of absence shall not exceed six (6) months. The employee shall be returned to his/her former position upon completion of said leave displacing the least senior employee in his/her building if necessary. The Union shall reimburse the Employer for all wages and benefit costs for the duration of said

leave of absence. If the employee is needed for more than one (1) workweek, five (5) consecutive days, the Union shall give the Employer two weeks' advance notification, but in no event shall any notification be less than three (3) working days. The Union shall reimburse the Employer for all wages, including worker's compensation, unemployment compensation, taxes where appropriate and applicable benefits. The Union shall also indemnify and hold harmless the Employer of and from any and all liability arising from the Employer's compliance with this Section, including, but not limited to, any and all liability caused by any employee on Union leave per this Section and any and all damages and/or injuries sustained by any employee on Union leave per this Section. Should any aspect of this provision be found to be illegal or otherwise result in any adverse tax or related financial consequences to the Employer, this Section shall be deemed null and void, and the parties will engage in negotiations over a substitute provision.

## **ARTICLE 27 - SUBCONTRACTING**

**Section 27.1** The Employer agrees that no work or services presently performed by the collective bargaining unit will be contracted out or performed by non-bargaining unit employees, except that the Employer reserves the right to contract out work under such circumstances as:

- (a) Bargaining unit employees do not have the skills and/or the Employer does not have the equipment to do a particular job; or
- (b) Time of completion of a project is of the essence and cannot be met with existing employees;
- (c) Under past practice such work has been contracted out; or
- (d) Would require work to be done on an overtime basis.

Nothing contained herein shall limit the Employer's rights with respect to layoff, except if such is due to contracting out of work, nor shall the Employer be limited in any way in using any technology, equipment, machinery, tools, energy or labor-saving devices. Further, the Employer shall not be limited in any way in discontinuing or reducing services to its tenants and, further the Employer shall not be required to hire additional personnel in the bargaining unit.

## **ARTICLE 28 – FULL SETTLEMENT**

**Section 28.1** This Agreement is in full settlement of all the issues in dispute between the parties. The Employer and the Union expressly agree that during the term of this Agreement there shall be no reopening for collective bargaining negotiations or demand therefore as to any matter or issue not covered by the provisions of this Agreement or for the renegotiation of any provisions of this Agreement. This does not prevent the parties from discussing matters of mutual concern.

## **ARTICLE 29 – UNION ACTIVITIES**

**Section 29.1** The Employer shall permit the posting of Union bulletins in employees' quarters and shall permit the Union Stewards reasonable freedom to perform their duties during working hours. However, a Shop Steward must secure the approval of his non-Union Supervisor before leaving his workstation, which approval shall not be unreasonably withheld.

**Section 29.2** Duly accredited representatives of the Union may enter the building during working hours after obtaining prior permission from the Building Management to confer with employees under conditions that are not disruptive to working schedules. Such permission shall not be unreasonably withheld.

**Section 29.3** Union stewards will not be docked for scheduled working time lost while attending a grievance meeting at Step 1, 2 or 3; providing they are the involved stewards.

**Section 29.4** The Union shall notify the Employer in writing of all designated shop stewards. Shop stewards shall be granted two (2) days off per contract year to attend steward-training class, providing written request is submitted to the Employer at least one (1) week in advance. The Employer will reimburse one (1) steward per building for scheduled working time lost, up to a maximum of eight (8) hours straight-time pay per day, a maximum of two (2) days per contract year.

**Section 29.5** For negotiations of a new labor agreement, the Employer shall reimburse members of the bargaining committee for scheduled working time lost up to a maximum of one person per building and a maximum of 40 hours total when negotiating a new Agreement. Employees who are on the night shift shall be paid for a day lost if negotiations that day go past 1:00 p.m.

## **ARTICLE 30 – FAIR EMPLOYMENT PRACTICES**

**Section 30.1** No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

**Section 30.2** The Employer and the Union agree that there will be no discrimination in employment in violation of applicable federal, state and/or local law.

## **ARTICLE 31 – OTHER WORKING CONDITIONS**

**Section 31.1** The Employer shall provide lockers and sanitary washing facilities, including soap and towels. Each building shall provide and maintain an adequate first aid kit in the office of the building or some other central location.

**Section 31.2** The Employer shall furnish and maintain all cleaning supplies and equipment.

**Section 31.3** The Employer shall use its best efforts consistent with applicable laws and governmental regulations to maintain reasonably comfortable conditions and temperatures for all

employees in the buildings in which the employees work.

**Section 31.4** The Employer shall not impose an unreasonable workload. It is understood by both parties that work assignments may change as a result of changes in technology, equipment, method, or building cleaning specification. In such cases the Employer shall reduce to writing the new work assignments and train the employees to be able to complete these assignments in an efficient and safe manner.

**Section 31.5** Non-Union supervisors shall not perform bargaining unit work where it results in a bargaining unit employee being displaced. This Section shall not prohibit a supervisor from performing bargaining unit work for the purpose of:

- (a) Training or retraining of employees;
- (b) Trying out or testing new methods, processes, equipment or materials;
- (c) Handling an emergency; or
- (d) Replacing an employee, other than a cleaning employee, until a qualified replacement can be obtained
- (e) Union working leads shall be permitted to work as directed by management.

**Section 31.6** Pay for time not worked under any provisions in this Agreement shall be based on the employee's regular base rate of pay and the employee's regularly scheduled hours of work per day.

**Section 31.7** At each building, the Employer shall establish an employee safety committee consisting of two (2) bargaining unit employees and two (2) members of management, who shall meet on at least a quarterly basis to discuss safety and health matters. The safety committee shall only have the power to recommend and advise management on safety and health matters.

**Section 31.8** In recognition that new rules of the Environmental Protection Agency (EPA) require maintenance employees servicing air conditioning and refrigeration equipment to be certified by an EPA examination, it is agreed that all affected personnel will take the necessary examination. The Employer shall reimburse the employee for fees charged by the EPA to take the examination and be certified, the first time the employee takes the examination. The employee shall not be reimbursed for any other costs. The employee shall be responsible at his or her own expense to maintain such certificate once it is issued.

**Section 31.9** The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extensions, continuations or other status required by the Immigration and Naturalization Service without having to take a leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to ninety (90) days without pay or benefits, and return the employee to work with no loss of seniority, provided the Employer is still in the building. All of the above shall be in compliance with existing laws. 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.

**Section 31.10** The Union agrees to send to each employer copies of all collective bargaining agreements it enters (including modifications or renewal agreements, or any memoranda of understanding) covering any Employer or group of Employers and any cleaners in a commercial office building in the Pittsburgh area. The Union shall submit such agreements or memoranda within 30 days from entering into such agreements. In addition, the Union will share all relevant arbitration awards at the earliest possible stage of the grievance procedure.

**Section 31.11** Acknowledgement: Employees are obligated to sign statements indicating that they have received the Employer's handbooks and new rules.

## **ARTICLE 32 – EXTRA EMPLOYEES**

**Section 32.1** An “extra employee” shall be one who is hired for a special purpose or who fills in for regular employees who are absent due to vacation, call offs, leaves of absence, or any other reason. For purpose of clarity, an “extra employee” is not a “regular employee” as defined in Section 35.1.A of this Agreement.

**Section 32.2** The Employer shall maintain an extra list at each of its buildings covered by the CBD Agreement. Extras on the list shall be sorted by their seniority at the building, with the most senior extra at the building being listed first; the next most senior extra at the building being listed second; and so on. Extras shall be offered available work in accordance with their building seniority.

**Section 32.3** The Employer has the right to assign Extras to other buildings covered by this Agreement. Extras assigned to other buildings covered by this Agreement will be added to the extra list at that building, and they shall earn seniority on the extra list commencing from the first date worked at that building.

**Section 32.4** In the event that a full-time cleaner position becomes available at the building, the Employer will give preference in hiring to the most senior, qualified extra on the extra list at the building.

**Section 32.5** In the event of an account transfer involving two Employers covered by this Agreement, the New Employer (as defined in Section 4.3) will recognize for purposes of its extra list the building seniority of the extras whom it hires at the building who were formerly employed by the Outgoing Employer (as defined in Section 4.3).

**Section 32.6** The Union will make every effort to add Extras as a separate category in the ESS system and will assist the Employer in defending against audits conducted by the Building Service 32BJ Health Fund seeking contributions on behalf of Extras who are not eligible for health care contributions under this Agreement.

**Section 32.7** The Employer will make every reasonable effort to assign additional work

stemming from temporary vacancies or absences due to call-offs, vacations, or other temporary leaves of absence to an Extra Employee or to a Regular Employee who does not have a regular cleaning assignment (e.g., a project worker) before a regular employee is assigned additional work.

**Section 32.8** In the event a regular employee is assigned additional work to cover temporary absenteeism, the Employer will instruct the employee in writing as to what portion of his regular work assignment shall not be done in order to do the additional work. The amount of work the employee is instructed not to do must be proportional to the amount of additional work an employee is being asked to perform.

### **ARTICLE 33 – RESPECT AND DIGNITY**

**Section 33.1** The parties are committed to a workplace where all employees, regardless of classification (i.e., employee, manager or supervisor), are treated with respect and dignity. Demeaning or offensive behavior and language will not be tolerated.

### **ARTICLE 34 - SEXUAL HARASSMENT**

**Section 34.1** The Employer and the Union agree that all employees are entitled to work in an environment free from sexual harassment and the Employer will not tolerate sexual harassment by co-workers or supervisors. To this end, each Employer has and will maintain a harassment policy which all of the Employer's employees are required to follow and which the Employer shall use for purposes of governing sexual harassment in its workplace. The Employer will follow the steps set forth in its policy with respect to allegations of sexual harassment, including allegations against a third party (neither a co-worker nor a supervisor).

**Section 34.2** Examples of sexual harassment include, without limitation:

1. Unwelcome sexual advances
2. Inappropriate touching or contact
3. Offensive jokes or conversation of a sexual nature
4. Showing or sharing lewd pictures or video
5. Demeaning a person because of gender or gender identity
6. Other conduct of a sexual nature that interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment.

**Section 34.3** The Employer is to designate an official or maintain a hotline to receive employees' complaints of sexual harassment. Any complaint or report of sexual harassment should be made as promptly as possible to facilitate the Employer's investigation and must be made to the Employer's designated official, manager and/or hotline of the Employer.

**Section 34.4** The Union will cooperate with the Employer in conducting any investigation of a sexual harassment complaint or report. Upon the Union's request, and if the employee lodging the

complaint does not object, the Employer will provide the Union's designated official (see Section 34.11 below) with all material non-privileged information regarding the underlying facts. Whether or not the employee lodging a complaint objects, the Union's designated official shall be entitled to receive non-privileged information concerning a bargaining unit employee who has been the subject of other allegation(s) of sexual harassment. If the employee lodging the complaint has objected, the Employer will make any redactions necessary to protect privileged information as well as the alleged victim. The Union will maintain the confidentiality of the person making the complaint and all of the witnesses participating in the investigation, and of all information and documentation provided by the Employer.

**Section 34.5** Notice to the complaining employee regarding the results of the investigation and any action the Employer intends to take as a consequence of its findings will be in writing and, if the complaining employee does not object, provided to the Union. Whether or not the employee lodging a complaint objects, the Union shall be entitled to receive the non-privileged results of the investigation if the alleged harasser is a bargaining unit employee who has been the subject of other allegation(s) of sexual harassment. The Employer will make any redactions necessary to protect privileged information as well as the identity of such employee.

**Section 34.6** Upon receiving a report of sexual harassment by an employee, the Employer will take reasonable steps to ensure that such employee does not have direct contact with the employee he or she is alleged to have harassed until such time as the Employer has completed its investigation and made a determination as to the allegation. The Employer has the right to transfer an accused employee to another work site on a temporary basis or, where appropriate, to suspend such employee until the investigation is complete. If necessary, the Employer may temporarily transfer both (or all) parties to separate work sites until the investigation is complete. Temporary transfers of the employee making the allegation will be done by mutual agreement with the Union, which shall not unreasonably withhold its assent.

**Section 34.7** In the event an employee has made a harassment claim regarding a third party (someone who is not an employee of the Employer), the Employer will advise the employer of such person of the allegation and, if the aggrieved employee requests, endeavor to provide the aggrieved employee with a temporary alternative work location away from the alleged harasser. Where appropriate, the Employer will also advise the property owner or manager. In providing such reports, the Employer will request that the property manager or owner notify the third party employer to request that appropriate steps are taken to prevent a continuation or repetition of the challenged behavior.

**Section 34.8** Any employee who, after appropriate investigation, is found to have engaged in sexual harassment of another employee will be considered to have committed a serious act of misconduct and will be subject to disciplinary action, up to and including dismissal.

**Section 34.9** Neither the Employer nor the Union will retaliate in any way against an

employee who reports a claim of sexual harassment or who participates in a sexual harassment investigation.

**Section 34.10** Upon the Union's request, the Employer will provide the Union with the name of any official it designates to receive complaints of sexual harassment and will furnish the Union with documentation regarding the training it provides to its bargaining unit employees and a list of all supervisors and employees who have been trained.

**Section 34.11** The Union shall designate one or more officials to work with Employers in connection with sexual harassment claims lodged with an Employer by or regarding an employee. The Union will provide the Employer with the name of such official(s) who will be trained regarding sexual harassment and handling sexual harassment claims. All interactions between an Employer and the Union regarding sexual harassment claims and issues shall be with such Union official(s).

## **ARTICLE 35 - DEFINITIONS**

**Section 35.1** The various types of employees shall be defined as follows:

A. A "regular employee" shall be defined as a regular full-time employee occupying a contractually bid position. A "regular employee" shall be an employee normally scheduled for work at least forty (40) hours or more each week during the year in an 8-hour building and thirty (30) hours or more each week during the year in a 6-hour building.

B. "Probationary employees" shall be defined as new employees for their first sixty (60) work days or ninety (90) calendar days of employment, whichever occurs first. During such sixty (60) workday period, probationary employees may be discharged at the sole discretion of the Employer, without resort to the grievance-arbitration procedure provided for herein. Any employee who has worked for the Employer as an extra shall be given full credit for days worked during the prior six (6) month period towards his or her probationary period as a regular or part-time employee.

C. Probationary employees shall not be entitled to insurance benefits or to the pension benefits provided for in this Agreement unless otherwise required by law.

D. (1) Part-time employees and extra employees shall be entitled to insurance benefits and pension benefits if required by Federal or State laws or if provided for in other Articles of this Agreement or the Plan documents of the Insurance and Pension Trust Funds as required by ERISA.

(2) It is the intent of the parties to maximize the opportunity for extra employees to receive greater benefits. It is understood that Employers are to post in a prompt manner job vacancies as they occur, either as a regular vacancy under Section 26.2 or a temporary vacancy under Section 26.10 of this Agreement.

## **ARTICLE 36 – MOST FAVORED NATIONS**

**Section 36.1** If the Union enters into any collective bargaining agreement with any Employer or group of Employers covering any office building in the City of Pittsburgh, Pennsylvania, which has 100,000 or more square feet of gross rentable space, which has more favorable economic terms (wages, benefits or language) than that contained in this Agreement, the Employer covered by this Agreement shall have the right to apply those more favorable terms to its employees covered by this Agreement prospectively. The Union agrees to inform the Employer immediately upon signing any agreement with an Employer in the event the terms of such agreement are more favorable than those contained in this Agreement.

**Section 36.2** Section 36.1 shall not apply to any collective bargaining agreement or portions thereof whose terms relate to employees employed at locations subject to the Service Contract Act or equivalent prevailing wage law or regulations.

## **ARTICLE 37 - SEPARABILITY**

**Section 37.1** In the event any of the terms or provisions of this Agreement shall be or become invalid, or unenforceable by reason of any Federal or State Law, directive, order, rule or regulation now existing or hereinafter enacted or issued, or because of any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions thereof.

## **ARTICLE 38 - TERMINATION**

**Section 38.1** This Agreement shall become effective November 1, 2019 and shall continue in full force and effect until 11:59 P.M., October 31, 2023.

**Section 38.2** Sixty (60) days prior to October 31, 2023 either party may in writing notify the other of its desire to continue, modify, or terminate the within Agreement. Within thirty (30) days following such notice, the parties shall meet for the purpose of negotiating the matters involved in the aforesaid notice.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

**SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 32BJ**

**MANAGERS OWNERS AND  
CONTRACTORS ASSOCIATION**

\_\_\_\_\_  
Gabe Morgan

\_\_\_\_\_  
John Brady

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Sam Williamson

Date: \_\_\_\_\_

Signature Pages  
are On-File With Union

## **APPENDIX A: NON-MOCA CONTRACTORS**

The following contractors are not members of the Managers Owners and Contractors Association (MOCA) but are signatory to this Agreement:

All Purpose Cleaning.

The following contractors are members of MOCA:

ABM Industry Groups, LLC

C&W Services

GDI Services, Inc.

The Huber Group

ISS

Platinum Cleaning

Quality Services, Inc.

ServiceMaster Professional Building Maintenance Co.

SBM Corp.

St. Moritz Building Services, Inc.

## APPENDIX B: CARPET CLEANERS AT THE MELLON COMPLEX

This side letter shall be a part of the 2019 Pittsburgh Central Business District Cleaner Agreement between the Service Employees International Union, Local 32BJ, and Downtown Cleaning Contractors (“Agreement”).

Except as set forth below, the terms and conditions of the Agreement shall apply to all full and part-time Carpet Cleaners (formerly known as Carpet Techs) at the Mellon Complex (One Mellon, 525 William Penn, and Mellon Client Service Center).

**1) Wage Rates - Article 5**

- Effective 11/1/2019, Carpet Cleaners shall be paid a minimum rate of \$18.52 per hour. Employees shall receive the minimum rate or a minimum raise of 50 cents, whichever is greater.
- Effective 11/1/2020, Carpet Cleaners shall be paid a minimum rate of \$19.02 per hour. Employees shall receive the minimum rate or a minimum raise of 50 cents, whichever is greater.
- Effective 11/1/2021, Carpet Cleaners shall be paid a minimum rate of \$19.62 per hour. Employees shall receive the minimum rate or a minimum raise of 60 cents, whichever is greater.
- Effective 11/1/2022, Carpet Cleaners shall be paid a minimum rate of \$20.22 per hour. Employees shall receive the minimum rate or a minimum raise of 60 cents, whichever is greater.

**2) Snow Removal - Section 6.8(C).**

Carpet Cleaners (formerly known as Carpet Techs) are not required to do snow removal unless the Employer cannot secure enough janitorial workers.

**3) Seniority - Article 23**

The original date of hire in the Mellon Complex for Carpet Cleaners will be the seniority date as a Carpet Tech or Carpet Cleaner. In the case of a layoff in the Carpet Cleaner classification, the least senior employee in such job classification shall be displaced. If the least senior employee in Carpet Cleaner who is laid off has more seniority than the least senior employee working for the Employer under the Agreement, then the employee shall bump the least senior employee at the Mellon complex.



## APPENDIX C: WINDOW WASHERS AT USX TOWERS

This side letter shall be a part of the 2015 Pittsburgh Central Business District Cleaner Agreement between the Service Employees International Union, Local 32BJ, and Downtown Cleaning Contractors (“Agreement”).

Except as set forth below, the terms and conditions of the Agreement shall apply to all Window Washers at USX Towers.

1) **Wage Rates - Article 5**

- Effective 11/1/19, Window Cleaners shall be paid a minimum rate of \$18.55 per hour. Employees shall receive the minimum rate or a minimum raise of 50 cents, whichever is greater.
- Effective 11/1/20, Window Cleaners shall be paid a minimum rate of \$19.05 per hour. Employees shall receive the minimum rate or a minimum raise of 50 cents, whichever is greater.
- Effective 11/1/21, Window Cleaners shall be paid a minimum rate of \$19.65 per hour. Employees shall receive the minimum rate or a minimum raise of 60 cents, whichever is greater.
- Effective 11/1/22, Window Cleaners shall be paid a minimum rate of \$20.25 per hour. Employees shall receive the minimum rate or a minimum raise of 60 cents, whichever is greater.
- Newly hired employees shall be paid the New Hire Rate as set forth in Section 5.9(A)

2) **Probation Period - Section 20.1(D)**

The probationary period for Window Washers shall be 120 days.

## APPENDIX D: PITTSBURGH CULTURAL TRUST THEATERS

This Rider shall be a part of the 2019 - 2023 Pittsburgh Central Business District Cleaner Agreement Between Service Employees International Union, Local 32BJ (“Union”) and the Managers, Owners and Contractors Association, MOCA (“Employer”). All terms and conditions of that Agreement shall apply, with the following modifications:

1. Application: This Agreement shall apply to all cleaners working at the Pittsburgh Cultural Trust Theatres in Pittsburgh, PA (August Wilson Center, Benedum Center, Byham Theater, Heinz Hall, Theatre Square, O’Reilly Theater). “Performance Cleaners” shall be those cleaners assigned to work at the Cultural Trust Theaters who work only for events and do not have regularly-scheduled, full-time hours.
2. Scheduling: The minimum hours provisions of Article 6 shall not apply to performance cleaners.
3. Additional Work Opportunities: Each employee shall have a home theatre to which they are normally assigned and scheduled to work. Employees’ “building seniority” shall be the length of them spent working in their home theater, and employees shall be scheduled to work there in accordance with building seniority. Overtime or additional work opportunities will be rotated within each venue based on building seniority. When additional employees are needed to work at any given theater, such additional work opportunities will be offered on a rotating basis, in accordance with company seniority, to available employees from all covered venues, regardless of their home theater. If a project is being done and the additional work requires a worker who can run equipment, the Employer will offer the work to the most senior employee(s) who possess the proper skillset. Employees already scheduled to work at their home theater shall not be eligible to pick up additional work in another venue, but neither shall they be considered to have missed their spot in the rotation and shall be offered the next available additional work opportunity.
4. Vacation and Holiday: In the event that a performance cleaner works on a holiday, he/she shall be paid at time and one half (1 ½ ) the regular rate for hours worked on that holiday. All performance workers with two (2) or more years of seniority shall be paid holiday pay if they work their last scheduled day before the holiday and the first scheduled day after the holiday for the following holidays:
  - Thanksgiving Day
  - Christmas Day
  - Birthday

Performance cleaners with more than one (1) year of service shall receive a proportionate vacation allowance on a prop-rata basis of time actually worked.

5. Pension Contributions. The Employer shall remit pension contributions in accordance for Performance Cleaners who work greater than 1,000 hours in the amount of \$0.45 per hour. The Employer will contribute supplemental contribution amounts for performance cleaners who have worked greater than 1,000 hours as follows:
  - Effective November 1, 2019, the Employer will also pay an additional \$0.52 per hour (115.4% of the base contribution) in supplemental contributions.

- Effective November 1, 2020, the Employer will also pay an additional \$0.60 per hour (132.0% of the base contribution) in supplemental contributions.
  - Effective November 1, 2021, the Employer will also pay an additional \$0.68 per hour (150.0% of the base contribution) in supplemental contributions.
  - Effective November 1, 2022, the Employer will also pay an additional \$0.77 per hour (169.4% of the base contribution) in supplemental contributions.
6. Full Time employees regularly shall receive all the terms and conditions of the 2019 Pittsburgh Central Business District Cleaner Agreement.

## APPENDIX E: PITTSBURGH INTERNATIONAL AIRPORT

This Agreement is entered into by and between the Employer (ISS Facility Service) and the Union (SEIU 32BJ) regarding all non-supervisory employees employed by ISS Facility Services at the Pittsburgh International Airport (“Airport”). The Employer and the Union are party to a Collective Bargaining Agreement between the Union and the Managers Owners and Contractors Association (MOCA) dated November 1, 2019 through October 31, 2023, which shall apply in its entirety at the Airport except as modified herein.

1. Except as otherwise stated in this Rider, all existing provisions of the Pittsburgh Central Business District Cleaner Agreement shall apply to ISS employees at the Pittsburgh International Airport.
2. **Coverage:** This Agreement shall apply to all work now or hereafter contracted to ISS Facility Services (or its subcontractors) by the Allegheny County Airport Authority at the Pittsburgh International Airport.

### 3. Section 5.2 Wages

Section 5.2 shall be amended to reflect the following hourly wage rates.

Date	Heavy Cleaner	Window Washer
January 1, 2020	\$16.65	\$17.05
January 1, 2021	\$17.15	\$17.55
January 1, 2022	\$18.12	\$18.52
January 1, 2023	\$19.07	\$19.47

If the Airport Authority confirms that wages should be paid based on the Allegheny County Prevailing Wage rate, the above rates will be adjusted to reflect such higher rates.

### 4. Section 5.9, New Employees

The starting wage for new employees shall be \$1.00 below the rate stated in Section 5.2. After one (1) year of completed service, the employee shall be placed at the top rate.

When the wage rate for heavy cleaners reaches the same rate as Section 5.2 of CBD Agreement, new Employees may be paid in accordance with Section 5.9 for their first three (3) years of employment.

### 5. Health Benefits

The Employer agrees that there is a list of certain specified “red circled” employees, listed below, who carried a dependent on the prior applicable “Suburban Plus One” plan as of January 1, 2014. As a result of certain legacy restructuring alternatives inherited by the Employer upon commencing management of the Pittsburgh Airport, the Employer agrees to the pay the following payments to the Building Service 32BJ Health Fund on their behalf:

Effective January 1, 2020	\$1,299 per month
Effective January 1, 2021	\$1,337 per month
Effective January 1, 2022	\$1,376 per month
Effective January 1, 2023	\$1,417 per month.

The grandfathered employees are as follows:

Anthony Barszcz  
Rosemary Reed  
John Sowash  
Ricky Bishop  
Donna Wilson  
Timothy Schiffman  
Michael Graves  
Noreen Pugh  
Johnette Kobaso  
Cindy Eiler  
William Dixon  
John Holmes  
William Fandi  
Jean Louis Ayipke  
Donald Gormley  
Debra Beebout  
Lisa Masters  
Hilaire Agbeve  
Annette Brown  
Roberta Nelson  
Mary Lives

**6. Pension**

The Pension rates set forth in Section 19.3 shall be as follows:

Date	Base Contribution	Supplemental Contribution
January 1, 2020	\$0.20/hour	\$0.27/hour (132%)
January 1, 2021	\$0.20/hour	\$0.30/hour (150%)
January 1, 2022	\$0.20/hour	\$0.34/hour (169.4%)
January 1, 2023	\$0.20/hour	\$0.34/hour (169.4%)

**7. Vacation**

The Vacation schedule set forth in Section 9.2 shall be as follows:

1 year service	2 weeks
5 years service	3 weeks
15 years service	4 weeks

To execute a transition to calendar year vacation schedule in accordance with Article 9, Employees shall receive a prorated portion (75%) of their normal annual vacation allotment on January 1, 2020. Vacation earned by not yet used from the 2019-2020 vacation year may be either paid out or carried over for use during the 2020 calendar year, at the option of the Employee. Effective January 1, 2021, Employees shall receive their normal annual vacation allotment.

**8. Bereavement Pay**

In addition to the relationships listed in Section 15.2, Employees shall receive three (3) paid bereavement days in the event of the death of a sister-in-law or brother-in-law.

**9. Annual Bonus**

At the end of each contract year, any money saved by ISS from the implementation of the “progressive new hire scale” will be distributed as a bonus to all bargaining employees with one (1) year or more seniority. The “progressive new hire scale,” for purposes of this Article, is defined as any hours which are in excess of Twelve Thousand, Five Hundred (12,500) hours in each contract year. Therefore, the money saved by the “progressive new hire scale” is equivalent to the monetary value saved by the Employer for any hours worked, starting with hour Twelve Thousand, Five Hundred and One (12,501), by new hire employees in the contract year at the new hire wage scale. Employee must work a minimum of One Thousand Five Hundred Sixty (1,560) hours in a calendar year to qualify and be eligible for the bonus. ISS shall furnish an audited report of the yearly hours to the Union's Business Representative no later than the date the stipend is dispersed. The stipend shall be paid by the lessor of the fourth (4<sup>th</sup>) payday of the new year or February 1. This provision shall expire June 30, 2021.

**10. Training Pay**

Should Management request a Bargaining Unit member to "train" another employee, Management must put this request in writing, and a copy given to the employee doing the training. Furthermore, employee requested to "train" another employee shall be compensated at a rate of fifty cents (\$.50) higher than their current pay rate for the entire shift.

**11. Attendance Bonus**

Employees shall be entitled to an attendance bonus provided they have perfect attendance. For six (6) months a \$55.00 gift certificate, and for one (1) year one (1) personal day. The first rolling six (6) month period for attendance purposes shall start on the day after their probationary period concludes. Any employee having completed one (1) such rolling six-month period shall be entitled to the gift certificate. Any employee having completed two (2) such attendance periods shall be entitled to the additional personal day for perfect attendance. Any absence other than scheduled vacation, scheduled personal day, jury duty, bereavement and holiday shall render them ineligible.

**12. Payroll Errors**

In the event of a payroll error, it will be corrected for the next pay period. If in the unlikely event there is a significant error (e.g., one (1) day's pay is missing), a payment in the amount of the error will be processed as soon as possible.

**13. Call-In Pay**

All employees reporting to work at their scheduled time and not previously notified by the Employer not to report for work and, if those who reported are not permitted to work on that day, they shall receive a minimum of four (4) hours pay. If the inability to work is caused by an act of God, the four (4) hours pay shall be waived and not paid by the company.

**14. Uniforms**

a. The Employer will provide each employee three (3) complete sets of uniforms and a jacket, if approved by the County and requested by the employee. The Employer shall provide waterproof snowsuits, hats, gloves, parkas, rain ponchos and rubber boots for use by employees who are required to work outside in inclement weather as determined by the Employer. Employees being

issued such clothing may be required to sign a form acknowledging receipt of such item(s) and allowing the Employer to deduct the replacement cost of such items from the employee's pay if the item(s) are not returned by the employee at the end of the day or when the employee's employment is terminated. Upon request, maternity tops will be made available.

- b. The Employer will provide and post a written "shoe" policy consistent with the provisions and requirements of the County contract.

**15. Parking**

The Employer will provide parking at no charge to full time regular bid employees and Extra Employees filling in for employees on long-term leave each month effective the first of the month following their eligibility. Each employee must pay at their own expense, any and all security deposits or registration costs. Parking is available only for employees' own personal use for driving to and from the Airport.

**16. Shop Steward Training**

Section 29.4 will be replaced by the following:

Employer must allow two (2) shop stewards off per shift with pay per calendar year to attend training sponsored by the Union with a one (1) week advance notice. The total number of days taken by the stewards shall not to exceed four (4) days per calendar year for the entire bargaining unit. If the Union request additional unpaid training days, the Employer will consider all reasonable requests.

**17. Union Leaves of Absence**

Section 26.11 will be replaced by the following:

The Employer must allow up to four (4) employees off per year for a maximum of a combined total of four (4) months for the bargaining unit for Union business. The Union must give at least two (2) weeks advance notice for above request. The Union shall reimburse the company for all wages and health benefits due to employees' leave. The employee shall not accrue any vacation benefits during above mentioned leave, nor shall the employee lose any seniority.

**18. Discipline & Discharge**

- a. Management shall have the right to discipline, including suspension and/or discharge for just cause. The Employer recognizes the concept of progressive discipline and will apply it in situations where appropriate. Only situations involving gross misconduct shall result in discharge without prior warnings, which includes, but is not limited to the violative conduct listed in the attached Exhibit B. Disciplinary action, including suspension and discharge, shall be subject to the grievance provisions of this Agreement.
- b. The Employer recognizes the concept of progressive discipline for disciplinary offences. All disciplinary actions, including warnings or suspensions shall not be used as the basis for disciplinary action after six (6) months if due to absence or tardiness, and twelve (12) months for all other matters.
- c. No employee shall be disciplined without just cause. The reason for discharge or other disciplinary action must be given to the employee and the Union Business Representative by the end of the work date following the incident or knowing said incident occurred or conclusion of the impartial investigation into the conduct at issue.
- d. Discipline will consist of up to five (5) steps:
  1. Documented verbal warning.

2. First written warning.
  3. Second written warning.
  4. Suspension and Final written warning.
  5. Termination.
- e. Following the progressive discipline steps set forth above, subject to the grievance procedure, shall constitute "just cause".
  - f. The type of discipline imposed in any instance depends on the nature and seriousness of the offense involved.
  - g. In case of discharge or suspension, an employee may request to have a Union Representative present before the action becomes final except when circumstances require immediate action. In such event, the Employer shall immediately notify, or by the end of the following work day, a Shop Steward. Management shall notify the Union Business Representative within seventy-two (72) hours via fax or U.S. Mail. Should the employee desire to contest discipline or termination, the matter shall be processed under the grievance procedure.
  - h. All attendance related incidents would be subject to the disciplinary actions as follows:

The Employer shall accept no more than three (3) written documented absence, *i.e.*, an event compelling absence, established through a written and signed document; the authenticity of which can be verified by the Employer) ("Documented Absence") in a rolling three (3) month period;

1. Documented Absence will not be counted towards disciplinary action;
2. If Documented Absences are patterned or abusive, the Employer may discipline an employee;
3. Documented Absence must be presented upon return to work.

On the fourth (4th) violation (*i.e.*, absent from work without Documented Absence) of the attendance policy in a rolling three (3) month time period, employee shall be subject to the following disciplinary steps:

1. 1<sup>st</sup> Violation - written warning
2. 2<sup>nd</sup> Violation - final written warning
3. 3<sup>rd</sup> Violation - 3 day suspension/Last Chance Agreement
4. 4<sup>th</sup> Violation – termination

Late call offs (*i.e.*, less than two (2) hours prior to the scheduled start of the employee's assigned shift or, when an on-call/extra employee does not work a shift that the on-call/extra employee previously accepted) shall be separate disciplines (*i.e.* exclusive from all attendance issues).

## **19. Grace Period**

There shall be a seven (7) minute grace period for reporting to work. Employee shall not be subject to discipline for tardiness during this time. If the employee's use of the grace period is abusive and or patterned, the disciplinary procedure for violation will be the same as attendance and counted as an occurrence.

## **20. Vacation and PTO Scheduling**

- a. Employees with two (2) weeks or more of vacation time can use up to five (5) days of vacation time in day increments ("single vacation days"). The remaining balance of the vacation time must be taken in a five (5) day blocks ("vacation blocks"). The principles of seniority shall apply for



- determining which employees may use vacation days on a given date.
- b. "Vacation block" is defined as any five (5) consecutive days or the employee's scheduled work days during the employers pay week (currently Saturday thru Friday).
  - c. Employees with four (4) weeks or more of vacation time can use up to ten (10) days of vacation time in day increments("single vacation days") The remaining balance of the vacation time, *i.e.*, must be taken in a five (5) day blocks ("vacation blocks"). The principles of seniority shall apply for determining which employees may use vacation days on a given date.
  - d. Employees requesting vacation days or personal days under five (5) days' notice shall be on a first come first serve basis. If slots are available, the employee's request shall not be unreasonable denied.
  - e. Personal days and vacation days shall be treated the same when requested in day increments and shall be based on seniority for scheduling purposes.
  - f. In order for the members to use their single vacation days, vacation blocks or personal days, the Employer will allow three (3) individuals to be off for shifts one and two; the Employer will allow five (5) individuals on the third shift, with an additional two (2) individuals on any shift, for a total of thirteen (13) individuals per day. Of those thirteen (13) individuals off, there will be a limit of five (5) vacation blocks utilized, among all of the shifts combined, per week.
  - g. In the event that less than thirteen (13) individuals request or are scheduled off on a given day, within five (5) days of the date in question, the Employer will utilize discretion in certain circumstances by not enforcing the five (5) day notice requirement associated with single vacation and personal day off requests, and will allow employees with unused single vacation or personal days to sign up for the day, (based on a first come, first serve basis), in order to reach the total of thirteen (13) individuals off on a given date.

## **21. Work Assignments**

Daylight and afternoon employees' work assignments will be rotated on a one (1) month basis with the exception of Project Crew and office cleaners. Assignments may be changed due to absenteeism or unforeseen changes that may occur.

## **22. On-Call Employees**

Add the following language to Article 32 (Extra Employees):

Extra Employees must be available to work all Airport shifts. The Company shall rotate through the entire Extra list, in order of seniority, most to least seniority, for call-in positions before returning to the top of the seniority list for call-ins.

- a. If an employee is scheduled to be off for three (3) days or more days due to personal days or vacation days, the Employer may assign one (1) Extra, selected by seniority, to be scheduled to work the entirety of the period that the employee is scheduled to be off for personal or vacation days.
- b. An employee requesting off for Holidays, must submit their requests no less than five (5) days in advance.
- c. If an employee provides documentation of an expected long term absence, (any duration), the Employer may pre-schedule the most senior Extra employee for the duration of the absence.  
After successfully completing their probationary period, Extra employees shall:
  - a. Be required to respond to left message within two (2) hours.
  - b. Be required to call in on a daily basis, if they have no answering machine, home phone, or other means of contact with the Employer.

## **SEIU Local 32BJ**

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