

2019 – 2023

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEIU LOCAL 32BJ

AND

**THE WASHINGTON SERVICE
CONTRACTORS ASSOCIATION
(WSCA)**

OCTOBER 16, 2019 to OCTOBER 15, 2023

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AGREEMENT

This Agreement, dated as of October 16, 2019 by and between Service Employees International Union, Local 32BJ ("Union"), and the Washington Service Contractors Association, on behalf of its contractor members ("Employer").

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining agent for its janitorial employees (including lead janitors), excluding special service cleaners employed in Baltimore and Montgomery County, professional employees, supervisors, clerical or guards employed at

- a) Any commercial office building (both multi-tenant and single tenant) within the District of Columbia.
- b) Any commercial office building (both multi-tenant and single tenant) within Montgomery County, MD that is at least 75,000 square feet, including groups of commercial office buildings that have common ownership and management and: (1) are contiguous or have consecutive addresses; or (2) have a common place where the contractor's employees sign in.
- c) Any commercial office building (both multi-tenant and single tenant) within City of Baltimore office buildings that are at least 50,000 square feet.
- d) Any commercial office building (both multi-tenant and single tenant) within the City of Alexandria, Falls Church, Manassas, and Fairfax City, and the Counties of Loudoun, Prince William, Arlington and Fairfax that are 100,000 square feet or over, and contiguous, commonly-owned office parks aggregating 100,000 square feet or over, which the Employer services or comes to service.
- e) Any commercial office building (both multi-tenant and single tenant) within Prince Georges County that is at least 100,000 square feet or over, including contiguous, commonly owned office parks aggregating 100,000 square feet or over.
- f) All work in or around terminals and/or outbuildings at the Ronald Reagan Washington National Airport, Washington Dulles International Airport or the Baltimore/Washington Thurgood Marshal International Airport, including where the cleaning has been contracted out by a carrier
- g) Higher education (which is not intended to include higher education accounts where the client is a typical commercial office user rather than a traditional campus facility) in the District of Columbia, Prince Georges

County, MD, Montgomery County, MD, City of Baltimore, the City of Alexandria, Falls Church, Manassas, and Fairfax City, and the Counties of Loudoun, Prince William, Arlington and Fairfax.

Where the law requires the Union to demonstrate that a majority of employees at any location or grouping of locations, as the case may be, within this Agreement's jurisdiction as defined immediately above have authorized the Union to act as their collective bargaining representative before this Agreement may be lawfully applied to such employees, the procedures outlined in Appendix A shall be followed.

Section 2. 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 Contractors Agreement, the 2016 New Jersey Contractors Agreement, the 2019 Philadelphia BOLR or Independent Contractors Agreement, the 2015 Philadelphia Suburban Contractors Agreement, the 2019 downtown Pittsburgh Contractor Agreements, the 2019 Allegheny County (PA) Agreement, and the 2016 Delaware Contractors Agreement, and the 2016 Maintenance Contractors of New England and any successor agreement thereto.

Section 3. Within thirty (30) days following the execution of this Agreement, each Employer will furnish the Union with the following information about all sites that meet the criteria for inclusion under this Agreement as set forth in Section 1 above: the location and building owner or manager, and the names, addresses, the last four digits of social security numbers, wage, benefit rates, 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 which meets the criteria for inclusion under this Agreement as set forth in Section 1 above.

ARTICLE 2 - WAGES

Section 1. The minimum rates and raises that shall apply to all employees covered by this Agreement are set forth in the Economic Riders at the end of this Agreement. Leads shall be paid twenty-five cents (\$0.25) above the listed rates in each Economic Rider.

The minimum hourly wage rates set forth in each Economic Rider shall exceed any statutory applicable minimum wage rate by fifty cents (\$0.50). Overscale Employees making less than one dollar (\$1.00) per hour over the minimum rate set forth in each Economic Rider shall receive the minimum raise. Upon the written request of the client, Overscale Employees making over one dollar

(\$1.00) per hour above the minimum rate set forth in each Economic Rider shall receive half the minimum raise (or part thereof) until their rate of pay is one dollar (\$1.00) per hour over the minimum rate and shall thereafter receive subsequent increases so as to maintain the one dollar (\$1.00) differential.

Section 2. All employees hired after the dates listed in each Economic Rider shall be paid the rate listed in each Economic Rider.

Section 3. An employee called in to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours of pay.

Section 4. The decision to assign an employee to the Lead Classification or to remove an employee from the Lead Classification shall rest within the sole discretion of the Employer. The Employer shall notify in writing any employee designated as a Lead or removed from the Lead classification.

Section 5. A Day Porter's primary work may include some or all of the following: cleaning outside grounds, inside cleaning, light maintenance (i.e. light bulb changes, etc.), and responding to tenant/building management requests. Normally a Day Porter's cleaning duties will not directly correspond to cleaners who have regularly assigned work areas (i.e. the third floor, etc.), however where staffing needs dictate (i.e. call outs, etc.) Day Porters may be called upon to perform regular cleaning work. Should a Cleaner be assigned temporarily to perform substantially all of a Day Porter's duties for more than five (5) consecutive days, such Cleaner will receive the Day Porter pay rate for all time assigned to perform Day Porter duties.

ARTICLE 3 - HOURS OF WORK

Section 1. All work performed in excess of forty (40) hours in any workweek by employees shall be considered overtime and shall be compensated for at the rate of time and one-half of the prevailing rate of pay for such job.

Section 2. If overtime requirements cannot be met on a voluntary basis, it shall be assigned in order of reverse seniority where practical consistent with the employee's ability to perform the job. No overtime shall be worked except by direction of supervisory personnel of the Employer. Any error in assignment will be corrected with an additional overtime opportunity for the affected employee.

Section 3. The Employer agrees to correct any payroll error as soon as possible and make every effort to do so by the next pay period.

Section 4. Employees working shifts of six (6) hours or more will receive an unpaid break of thirty (30) minutes.

Section 5. Except as otherwise set forth in this Article, an employee who is regularly scheduled for thirty-five (35) hours or more per week shall be considered a full-time employee. An employee in Washington, DC who is regularly scheduled for thirty (30) hours or more per week shall be considered a full-time employee.

Section 6. Effective January 1, 2021, per applicable legislation, the minimum work week for all office buildings or contiguous group of office buildings under common ownership or management occupying a total of 350,000 square feet or more with an occupancy rate of fifty percent (50%) or more in Montgomery County shall be thirty (30) hours; the definition of a full-time employee in Montgomery County shall be an employee who is regularly scheduled for thirty (30) hours or more per week; and the definition of a part-time employee in Montgomery County shall be an employee regularly scheduled for less than thirty (30) hours per week. In any such building, up to thirty percent (30%) of the cleaning hours may be cleaned by part-time employees who shall have a minimum shift of four (4) hours per night and twenty (20) hours per week. Once a building has become covered by this provision, this provision shall continue to apply even if the occupancy rate should fall below the fifty percent (50%) threshold, although layoffs may result. Buildings currently subject to such conversion are listed in Appendix C.

Section 7. Effective January 1, 2023, the minimum work week for all office buildings or contiguous group of office buildings under common ownership or management occupying a total of 350,000 square feet or more with an occupancy rate of fifty percent (50%) or more in Arlington County shall be thirty (30) hours; the definition of a full-time employee in Arlington County shall be an employee who is regularly scheduled for thirty (30) hours or more per week; and the definition of a part-time employee in Arlington County shall be an employee who is regularly scheduled for less than thirty (30) hours per week. In any such building, up to thirty percent (30%) of the cleaning hours may be cleaned by part-time employees who shall have a minimum shift of four (4) hours per night and twenty (20) hours per week. Once a building has become covered by this provision, this provision shall continue to apply even if the occupancy rate should fall below the fifty percent (50%) threshold, although layoffs may result. Buildings currently subject to such conversion are listed in Appendix D.

Section 8. Except as otherwise set forth in this Article, the minimum shift for all employees shall be four (4) hours per shift, except that in buildings of at least 100,000 square feet in Washington, DC, the minimum shift shall be five (5) hours per shift/twenty-five (25) hours per week. In Washington, DC buildings between 100,000 and up to 199,999 square feet, however, the Employer may fill open positions with up to one (1) four (4) hours per night/twenty (20) hours per week employee provided such employee may fill the next five (5) hours per night/25 hours per week vacancy in that employee's building.

Section 9. The Employer agrees that any newly constructed or fully renovated buildings or a contiguous group of buildings under common ownership or

management of at least 350,000 square feet of net rentable commercial office space in Washington, DC that are not in Appendix E, or any building of at least 350,000 square feet or a group of contiguous buildings under common ownership or management of net rentable commercial office space in Washington, DC that becomes covered by this Agreement for the first time, will be cleaned by employees with a thirty (30) hour minimum workweek, except that up to twenty percent (20%) of the cleaning hours may be cleaned by part-time employees with a minimum shift of four (4) hours per night/twenty (20) hours per week, up to a total of ten (10) part time positions.

Section 10. The Employer agrees that buildings in Appendix E shall be cleaned by employees with a minimum workweek of thirty (30) hours per week, except that up to twenty percent (20%) of the cleaning hours may be cleaned by part-time employees with a minimum shift of four (4) hours per night/twenty (20) hours per week, up to a total of ten (10) part time positions per building. The minimum shift of four (4) hours per night/twenty (20) hours per week shall apply only to part-time employees hired to work in a building in Appendix E on or after July 1, 2017. Existing part-time employees in these buildings who are working a five (5) hours per night/twenty-five (25) hours per week schedule on July 1, 2017 shall be entitled to maintain that schedule.

Section 11. Employees who request a transfer to a building with a 5, 6, 7 or 8 hour shift will be awarded such transfers on a seniority basis. The Employer shall maintain a list of employees who make such requests. If no employee has requested to fill such opening in a building with a 5, 6, 7 or 8 hour shift, the Employer may hire from the outside to fill vacancies.

Section 12. Montgomery County Conversion. In Montgomery County, for buildings scheduled to convert to full time cleaning on January 1, 2021, the Employer shall no later than April 1, 2020 post (in English and Spanish), with a copy provided to the Union, the seniority list for that building. In addition, the Employer shall post in English and Spanish, with a copy provided to the Union, in all such buildings no later than September 1, 2020 a list of full-time positions available in that building as of January 1, 2021. An Employer shall be able to use either of the following procedures to fill open full-time positions and shall notify the Union by August 1, 2020 which procedure it is using:

- A. Employees already working in that building may put their name on the posted list for any of the full-time positions for which they are qualified within twenty (20) working days of the list being posted. Positions will be awarded based on seniority. In the event full-time positions are not filled by this bidding process, the Employer shall open up the bidding to its other part-time employees in Montgomery County, who will have twenty (20) working days to put their name on the posted list for any full-time vacancies for which they are qualified, with full-time positions to be awarded by seniority. The Employer shall provide the Union a copy of

the list of employees who will fill the full-time positions in each building, as well as the employees who are laid off as a result of the above process, at least two (2) weeks before the date the building will go full-time.

- B. All Montgomery County employees of the Employer may put their name on the posted list for any of the full-time positions for which they are qualified within twenty (20) working days of the list being posted in all Montgomery County buildings. Positions will be awarded based on the seniority of the employees already working in the building who bid on these positions. If any full-time openings remain following the above bidding, then these positions shall be awarded based on the seniority of the employees not already working in the building who bid on these positions.

If the above process does not result in a building obtaining sufficient full-time employees, then the Employer may hire from the outside.

In the event the above process results in a building having more part-time employees than the Employer needs in that building, then the least senior employees shall be laid off in accordance with Article 14 of this Agreement, except that in the event a shop steward in a building is scheduled to be laid off in accordance with this Section, he or she shall have superseniority, such that the Employer shall retain the shop steward in a part time position. For a period of one (1) year following the conversion to full-time cleaning of buildings where employees were laid off as a result of the conversion, the Employer will provide a list of open positions and information on positions that were filled upon reasonable request from the Union.

Section 13. Arlington County Conversion. In Arlington County, for buildings scheduled to convert to full time cleaning on January 1, 2023, the Employer shall no later than April 1, 2022 post (in English and Spanish), with a copy provided to the Union, the seniority list for that building. In addition, the Employer shall post in English and Spanish, with a copy provided to the Union, in all such buildings no later than September 1, 2022 a list of full- and part-time positions available in that building as of January 1, 2023. An Employer shall be able to use either of the following procedures to fill open full-time and part-time positions and shall notify the Union by August 1, 2022 which procedure it is using:

- A. Employees already working in that building may put their name on the posted list for any of the full-time positions for which they are qualified within twenty (20) working days of the list being posted. Positions will be awarded based on seniority. In the event full-time positions are not filled by this bidding process, the Employer shall open up the bidding to its other part-time employees in Arlington County, who will have twenty (20) working days to put their name on the posted list for any full-time vacancies for which they are qualified, with full-time positions to be

awarded by seniority. The Employer shall provide the Union a copy of the list of employees who will fill the full-time and part-time positions in each building, as well as the employees who are laid off as a result of the above process, at least two (2) weeks before the date the building will go full-time.

- B. All Arlington County employees of the Employer may put their name on the posted list for any of the full-time positions for which they are qualified within twenty (20) working days of the list being posted in all Arlington County buildings. Positions will be awarded based on the seniority of the employees already working in the building who bid on these positions. If any full-time openings remain following the above bidding, then these positions shall be awarded based on the seniority of the employees not already working in the building who bid on these positions.

If the above process does not result in a building obtaining sufficient full-time employees, then the Employer may hire from the outside.

In the event the above process results in a building having more part-time employees than the Employer needs in that building, then the least senior employees shall be laid off in accordance with Article 14 of this Agreement, except that in the event a shop steward in a building is scheduled to be laid off in accordance with this Section, he or she shall have superseniority, such that the Employer shall retain the shop steward in a part time position. For a period of one (1) year following the conversion to full-time cleaning of buildings where employees were laid off as a result of the conversion, the Employer will provide a list of open positions and information on positions that were filled upon reasonable request from the Union.

Section 14. In the event the Employer believes applicable law, regulation or executive order precludes a building that is scheduled to convert to full-time cleaning in accordance with Sections 9 or 10 above from doing so, then that building shall not be converted to full-time cleaning for as long as applicable law, regulation or executive order precludes such cleaning. If the Union contests the Employer's assertion, then the dispute will be submitted to expedited arbitration. In the event that applicable law, regulation or executive order precludes a building that has already converted to convert to full-time cleaning in accordance with Sections 9 or 10 above from having employees continue to work full-time, then that building shall be allowed to return to part-time cleaning for as long as applicable law, regulation or executive order precludes full-time cleaning, and Article 28, Section 1 (Contractor Transition) and Article 30 (Maintenance of Conditions) shall not preclude an employer from providing the employees in the building who are converted from full-time to part-time employees with the part-time employee wages and benefits provided for in this Agreement. The Employer shall provide the applicable law, regulation, or executive order upon request of the Union.

Section 15. If, during the term of this Agreement, a building, that is scheduled to or has already converted to full-time cleaning in accordance with the Sections above undergoes a significant increase in vacancies, a significant change in lease terms (other than as provide for in Section 14 above) or some other change, or is subject to some other circumstance that the Employer reasonably believes precludes full-time cleaning, then the Union and the Employer agree to discuss whether the building should become or continue to be cleaned full-time, or warrants a delay in converting to full-time cleaning. Absent agreement, the provisions of this Article shall apply.

ARTICLE 4 - BENEFIT FUNDS

Section 1. Health Fund

1.1 Full-Time Worker Coverage: The Employer shall provide single healthcare coverage to each full-time employee as defined in Article 3, Section 5 above who has completed the wait period as set forth in Section 5.1 below, with no employee premium sharing. The Employer shall make monthly contributions for each eligible employee, as indicated below, to a health trust fund known as the "Building Service 32BJ Health Fund" ("Health Fund"), payable when and how the Trustees determine, to provide the employees with such health benefits as may be determined by the Trustees:

10/16/19	1/1/20	1/1/21	1/1/22	1/1/23
\$461	\$498	\$523	\$549	\$577

The Employer shall make the following monthly contributions on behalf of each employee who elects to purchase dependent child coverage at the employee's own cost in accordance with the process described immediately below and in Section 1.5 below:

Effective January 1, 2019	\$1,015 per month
Effective January 1, 2020	\$1,069 per month
Effective January 1, 2021	\$1,151 per month
Effective January 1, 2022	\$1,208 per month
Effective January 1, 2023	\$1,269 per month

The Employer shall make the following monthly deductions in equal amounts from employee's paychecks for those employees who elect to purchase dependent child coverage:

Effective January 1, 2019	\$554 per month
Effective January 1, 2020	\$571 per month
Effective January 1, 2021	\$628 per month
Effective January 1, 2022	\$659 per month
Effective January 1, 2023	\$692 per month

The Health Fund will offer newly hired employees dependent child coverage any time within one hundred twenty (120) days of their date of hire, although coverage cannot begin earlier than the ninety first (91st) day of employment. Thereafter, the Health Fund shall conduct an annual open enrollment period of thirty (30) days commencing in the month of October on dates established by the Fund each year during which employees may elect to enroll or discontinue dependent child coverage. The Fund shall inform the Employer in advance if the annual open enrollment period will be commencing in a month other than October. Although the Fund shall conduct the Open Enrollment process for eligible employees, the Employer and Union will facilitate reasonable requests from the Fund regarding the Fund's open enrollment periods.

Enrollment of children due to family status changes, such as the birth or adoption of a child or loss of coverage by a non-enrolled dependent, may be done at any time in accordance with Fund Special Enrollment Rules as set forth in the Health Fund Summary Plan Description. Enrollment of dependents for those who elect dependent child coverage shall follow the Fund's eligibility and special enrollment rules.

1.2. Part-Time Worker Coverage: The Employer shall make contributions to the Health Fund for all part-time employees, as defined in Article 3, Section 5 above, who have completed the wait period as set forth in Section 5.1 below, as indicated below and payable when and how the Trustees determine, to provide the employees with such health benefits as may be determined by the Trustees:

Washington, DC	All Other Areas
\$78 per month	\$40 per month

1.3. For Full-Time employees, the Employer may provide alternative health care coverage so long as the benefit provided is comparable to the coverage provided by the Health Fund. Any Employer who provides or wishes to provide such alternative coverage must notify the Union in writing and provide the Union a copy of the Summary Plan Description setting forth the benefits, as well as any changes to such benefits, thirty (30) days before a change for employees takes place. The Union must provide 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 in order to continue providing comparable benefits, as well as any changes to such benefits, thirty (30) days before a change for employees takes place.

Employers providing alternative health care coverage under this Section agree to permit the Union to audit compliance with the terms of this Article using methods consistent with the audit practices used by the Fund to audit Fund-participating Employers.

Should an audit show that an employer providing alternative health care coverage under this Section is in violation of this Article, the Employer shall be subject to the following penalties:

- a) Should the audit show that the Employer has violated the Agreement with respect to health coverage, the Employer shall reimburse the Union for the expense of such audit;
- b) Should the parties reach an agreement over a dispute regarding months where employees were not provided coverage in accordance with this Article without submitting the dispute to arbitration or other legal venue, the Employer shall pay a penalty for each month of missed coverage equal to the contribution rate for the same month for coverage under this Agreement, plus nine percent (9.0%) annual interest, charged monthly. Such penalty shall be paid to the effected employee(s); or
- c) Should the parties have any dispute regarding violations of this Article resolved through arbitration or other legal venue, any amount awarded by the arbitrator or court shall include a liquidated damages penalty equal to twenty percent (20.0%) of the principal amount owed. Such penalty shall be paid to the effected employee(s).

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

1.5 The Health Fund shall offer dependent health care coverage that satisfies the requirements of the Patient Protection and Affordable Care Act ("ACA"), to eligible full-time employees who elect such dependent coverage in accordance with the Fund's enrollment procedures and who agree to contribute at the rates described in Section 1.1 above. The Employer agrees to work in good faith with the Union and the Health Fund to get the necessary confirmations and documentation the Employer reasonably deems necessary so that employee contributions for said dependent health care coverage may be deducted on a pre-tax basis from the wages of eligible full-time employees who have elected such coverage through an Internal Revenue Service Section 125 Plan, prior to January 1, 2016. If the necessary confirmations and documentation can be provided, then the Employer shall, if necessary, establish and sponsor a plan in compliance with the requirements of Section 125 of the Internal Revenue Code, and any regulations issued thereunder, to allow full-time employees to elect to make pre-tax premium contributions to the Health Fund for dependent health care coverage if the employee selects such coverage. Upon written authorization by the Employee, the Employer shall deduct from the Employee's wages in equal amounts every pay period, on a pre-tax basis, an amount which

shall equal the applicable monthly contribution described in Section 1.1 above, and remit those employee contributions to the Health Fund in accordance with the Health Fund's policies and procedures.

The Employer and the Fund or its designee shall coordinate the enrollment of new hires (part-time or full-time) and any necessary annual enrollment of existing employees in available publicly provided health benefits. The Health Fund or its designee shall also provide reasonable assistance to the Employer upon request to facilitate the Employer's compliance with the ACA's reporting and other employer requirements.

1.6 At any time on or after October 16, 2019, should the Union or the Employer receive notice that the Health Fund's plan of benefits or the eligibility standards provided for in this Agreement (1) fail to meet the requirements of any applicable law or regulation, or (2) cause the Employer to become subject to a penalty, fine, tax or other assessable payment under the ACA or any related law or regulation ("noncompliance"), the party receiving notice of such noncompliance shall provide a copy of such notice to the other party within five (5) calendar days. Within the next ten (10) calendar day period the parties shall meet to discuss a resolution to cure the noncompliance. If the meeting and bargaining do not result in an agreement to cure the noncompliance within sixty (60) calendar days of either party first receiving notice of noncompliance, then the Employer may provide written notice to the Union that it is withdrawing from the Fund and the parties shall continue to meet to bargain over health coverage, provided that the no-strike provisions contained in Article 13 of this Agreement shall cease to apply upon the date on which the Employer provides written notice that it is withdrawing from the Fund. The Union shall provide, upon request, certification to the Employer prior to the next Health Fund plan year that the Health Fund's plan of benefits and the eligibility standards provided for in this Agreement for the upcoming plan year are ACA compliant.

Section 2. Training and Education Fund

2.1 Employer contributions shall be made to the Local 32BJ Thomas Shortman Training Fund ("Training Fund") for all employees who have completed the wait period as set forth in Section 5.1 below, and are covered by this Agreement under the terms of the Training Fund:

The amount for all eligible employees shall be \$14.13 per month

2.2. A committee comprised of an equal number of Employer and Union representatives shall be established to make recommendations to the Fund Trustees in developing appropriate curricula and mechanisms for providing training.

Section 3. Legal Services Fund

The Employer shall contribute to the Local 32BJ Legal Services Fund ("Legal Fund") for all employees who have completed the wait period as set forth in Section 5.1 below, and who are covered by this Agreement under the terms of the Legal Fund:

The amount for all eligible employees shall be \$16.63 per month

Section 4. Provisions Applicable to All Funds

4.1. If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and, liquidated damages as provided in the Funds' trust agreements, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees and court costs.

4.2. If the Employer is regularly or consistently delinquent in Health, Training and Education, or Legal fund payments, it may be required, at the option of the Trustees of the Funds, to provide the appropriate Trust Fund with security guaranteeing prompt payment of such payments.

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

Section 5. Waiting Periods

5.1. Employers shall have no obligation to contribute to the Health Fund, Legal Fund, or the Training Fund for either full or part-time employees until such employees have ninety (90) calendar days employment or seniority (hereinafter the "90 Day Waiting Period").

5.2. Employees shall not be eligible to receive benefits until the end of the waiting period.

ARTICLE 5 - PAID HOLIDAYS

Section 1.

A. Effective October 16, 2019, the Employer shall grant to all employees, except those employees covered by the Economic Riders for Loudoun County and Prince Georges County, the following holidays off with pay:

New Year's Day	Martin Luther King's Birthday	Memorial Day
Independence Day	Labor Day	Thanksgiving Day
Christmas Day	Employee's Birthday (post-probationary employees only)	

Employees in Washington, DC shall also receive Presidents Day as a paid Holiday.

The Employee's Birthday listed above, shall be considered a holiday effective October 16, 2019. If an employee's birthday falls on a Saturday it shall be celebrated on the previous Friday; if an employee's birthday falls on a Sunday, it shall be celebrated on the next Monday. The Employee's Birthday holiday may be taken on another day upon mutual agreement with the Employer.

B. Effective January 1, 2021, the Employer shall grant to all employees, except those employees covered by the Economic Riders for Loudoun County and Prince Georges County, the following holidays off with pay:

New Year's Day	Martin Luther King's Birthday	President's Day
Memorial Day	Independence Day	Labor Day
Thanksgiving Day	Christmas Day	Employee's Birthday (post-probationary employees only)

Section 2. An employee required to work on Martin Luther King Day shall be offered another day off with pay. An employee required to work on Presidents Day shall be offered another day off with pay. An employee required to work on any of the other holidays listed above shall be given holiday pay plus straight time for hours worked.

Section 3. When a legal holiday covered by this Agreement falls on an employee's day off, same shall be compensated for at straight time hourly rate of pay or in lieu thereof, the employee shall receive a day off with pay within a period of two weeks

following such holiday. The Employer agrees the requested day off shall not be unreasonably denied.

Section 4. In order to be eligible for holiday pay, an employee must work all his/her scheduled hours on the workday before and after the holiday unless he/she is on excused absence or approved paid or unpaid leave.

Section 5. The Employer shall post in the office at the work site a list of the holidays observed by the building.

ARTICLE 6 - VACATIONS

Section 1. Full and Part-Time employees shall receive vacations as set forth in the Economic Riders at the end of this Agreement.

Section 2. The amount of pay which an employee shall receive for each week of vacation shall be based upon the employee's regular weekly work schedule during the year (e.g. 20 hour, 25 hours, 35 hours). If an employee's schedule is materially changed during the year (e.g. from 20 hour to 35 hour or from 35 hours to 25 hours), the Employer shall pay the employee an amount which approximates the employee's average weekly schedule for the year. The Employer shall have the right to reduce the amount an employee receives for vacation pay where the employee has had a significant amount of unpaid leave time (i.e. more than two weeks). Vacation pay is to be given to the employee on the payday preceding the week that the vacation begins if requested.

USSI and its related entities shall be grandfathered from this section and may continue to follow its existing practice.

Section 3. When a holiday occurs during the employee's vacation, the employee shall be entitled to an extra day vacation or at the option of the Employer, an extra day's wage. The Employer will not unreasonably deny the employee's request.

Section 4. The Employer agrees to pay all employees for all unused vacation upon separation on the next practical payday. The amount of vacation pay is pro-rated based on the amount of service since the last anniversary day of the employee. Employees with less than one (1) year of service who separate from employment are not eligible for pro-rated vacation. However, in cases where a contractor takes over a building with employees with less than one (1) year of service, the employee shall get credit for previous service with the new Employer and be credited with one (1) year of vacation service upon completion of one (1) year of seniority.

Section 5. Vacation time can be used for extended sick leave or funeral leave provided the employee has used up his/her accrued sick leave and provided he/she provides a doctor's documentation when requested by the Employer.

Section 6. The employee's request for vacation leave shall not be unreasonably denied. Where there is a conflict with current workloads because the Employer receives simultaneous requests from two or more employees for vacation on the same day, seniority will prevail.

Section 7. When the Employer takes over another contractor's account, the Employer will recognize seniority, past service, and earned vacation, and employees shall not be required to serve a new probationary period. The outgoing contractor shall pay the pro-rated vacation pay that is due with the last payroll check. The successor Employer shall permit an employee, upon request, to take unpaid leave equal to the accrued vacation time which the outgoing contractor paid to the employee.

Section 8. If a building is closed due to circumstances beyond the workers' or contractors' control due to weather or other emergency, the employees shall have the right to use accrued vacation and sick time.

Section 9. It is agreed that vacation must be used within one year of the employee's anniversary date on which the vacation was earned. There will be no provision of "carry-over" of vacation unless mutually agreed between the employer and the employee in writing.

ARTICLE 7 - LENGTH OF SERVICE

Section 1. The employee's length of service shall be computed from the date on which he/she is hired by the Employer or date of employment in the building, whichever is longer. The employee or the Union shall provide verification that the employee was continuously employed at the building. Seniority, by classification, shall be the sole factor in determining the employees layoff and recall order. One shop steward per shift shall have super seniority.

Section 2. The Employer shall maintain a posted seniority list on the bulletin board. Conflicts in seniority dates shall be resolved through the grievance procedure.

Section 3. There shall be a sixty (60) day probationary period for new hires during which time the employee may be discharged without recourse to the grievance procedure of this Agreement, provided that no employee hired as a result of acquiring a location covered by this Agreement shall be subject to this Section.

Section 4. If an employee voluntarily or involuntarily is transferred to a new building, then he will carry his building or employer seniority, whichever is longer, to the new building. If a new contractor takes over that building, then the employee will be given credit for the same length of service which he had with the predecessor contractor immediately prior to the change for all purposes.

including but not limited to seniority and vacation entitlement, and completion of the trial period based on the seniority date to which he or she was entitled under the previous contractor.

ARTICLE 8 - SICK LEAVE

Section 1. Employees shall be granted sick leave as set forth in the Economic Riders at the end of this Agreement.

Section 2. In all cases of illness in excess of three (3) consecutive working days, a physician's certificate or other acceptable evidence of disability will be submitted by an employee as claim for sick leave benefits, if requested by the Employer.

Section 3. Employees covered by this Agreement may accrue and carry over from one year to the next an amount of sick leave equal to the amount of sick leave an employee earns in a year under this Agreement. . Employees employed by the Employer in the District of Columbia who were covered by this Agreement before January 1, 1999 may accrue and carryover a maximum of twelve (12) days sick leave.

Section 4. Vacation time can be used for extended sick leave provided the employee has used up his/her accrued sick leave and provided he/she provides documentation when requested by the Employer.

Section 5. All employees must give two (2) hours notice before the beginning of the shift in order to claim sick leave benefits. The Employer agrees to maintain a call-in system and daily log.

Section 6. In the event a government jurisdiction passes or amends legislation mandating minimum levels of sick leave, all employees shall receive the higher of either the maximum number of leave days per year applicable to the largest sized employer provided under the mandate, or their maximum sick leave entitlement under the Agreement.

ARTICLE 9 - UNION SECURITY AND CHECK-OFF

Section 1. It shall be a condition of employment that all employees covered by this Agreement, except those areas in Virginia that are not federal enclaves, shall become and remain members in the Union on the thirty-first (31st) day following the date this Article applies to their work location or their date of employment, whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's Initiation fee and periodic dues uniformly imposed.

Section 2. Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met

the requirements of this Article, unless the Employer questions the propriety of doing so, the employee shall be discharged within fifteen (15) days of the letter if prior thereto the employee does not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within ten (10) days after written notice of the determination has been given to the Employer. The Employer shall be responsible for all revenue lost by the Union by reason of any failure to discharge an employee who is not a member of the Union, if the Union has so requested in writing.

Section 3. The Employer agrees to deduct monthly dues, initiation fees, agency fees, American Dream Fund or Political Action Fund contributions from the wages of an employee covered by this Agreement, when authorized by the employee in writing in accordance with applicable law, and shall remit to the Union such dues or other monies within thirty (30) days thereafter. The Union will furnish the necessary authorization forms to the Employer. The parties acknowledge and agree that the term "authorized by the employee in writing" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union's American Dream Fund, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the American Dream Fund. The Employer shall accept such electronic records as valid written authorizations for deduction and remittance. It is understood that this provision shall not include voice authorization and shall not be used for Union recognition purposes. 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 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.

Section 4. If the Employer is thirty (30) days late remitting monthly dues, initiation fees, agency fees, American Dream Fund or Political Action Fund contributions (collectively, "dues") pursuant to this Agreement, the Union may charge the Employer with an appropriate interest charge. Interest shall not be charged in

instances where there is a bona fide dispute whether the remittance of such dues is late.

If any Employer fails to remit dues as defined above for more than sixty (60) days on three (3) or more occasions within a one-year period, the Union may file a grievance at Step 3 of the Grievance Procedure. This paragraph shall not apply to an Employer's failure to pay dues for an isolated number of employees but is intended to apply to a failure to pay all or most of the dues owed for a given period (e.g. the majority of dues for a given month). A Step 3 meeting shall be held within five (5) working days after the filing of such grievance. If such meeting is not held or the matter is not resolved, the Union may file a demand for expedited arbitration of the matter following the five (5) days under the Step 3, with the next arbitrator on the panel in this Agreement. A hearing will be held within twenty-one (21) days following the demand for arbitration (if the next arbitrator is not available, the parties will go through the list until an arbitrator is identified who is available to hear the matter on a timely basis).

If the Union prevails on the majority of its claim for dues, the Employer shall bear the cost of the arbitrator. If the Union does not prevail on the majority of its claims for dues, the Union shall bear the cost of the arbitrator.

Section 5. The Employer shall deduct the Union's initiation fee in equal amounts per pay period over three (3) months.

Section 6. At the time of hire, the Employer shall give to the new employees a packet, provided by the Union, containing a Union membership application form, check-off authorization form, American Dream Fund authorization form, and, where appropriate, benefit fund enrollment forms. The Employer will send to the Union offices those forms (or portions thereof) that the employee chooses to fill out and return to the Employer.

Section 7. The Union agrees to hold the Employer harmless and indemnified against any and all claims, liability or fault arising out of the Employer's compliance with this Article.

Section 8. If an employee does not revoke his or her check-off authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have renewed his or her authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.

Section 9. The Employer shall provide the Union the name and classification of any new or additional employee hired by the end of the employee's second pay period. The Union shall have the right to inspect the Employer's payroll records to determine the employees of the Employer who are covered by this Agreement.

All benefit funds provided for under this Agreement shall have the same right to inspect as the Union.

ARTICLE 10 - FUNERAL LEAVE

Section 1. All part time and full time employees that have ninety (90) days or more of continuous employment covered by this Agreement shall be granted three (3) days paid leave due to the death of a spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, grandmother, or grandfather. The Employer may request proof of death or funeral certificate. Employees who have to travel to distant locations because of the death of immediate family members as defined above, may be granted an excused unpaid leave of absence for up to thirty (30) calendar days (in addition to paid funeral leave provided above). The employee shall notify the Employer of his/her exact date of return to work. Such leave shall not be unreasonably denied by the Employer.

ARTICLE 11 - DISCHARGE AND DISCIPLINE

Section 1. It is agreed that each party shall treat the other with mutual respect and dignity and that the employer shall only discharge or discipline employees for just cause. The Employer agrees to use progressive discipline. Discipline must be given in writing within two (2) working days of the offense. Where feasible and appropriate, disciplinary notices will be provided in Spanish as well as English, but the English version shall control. Copies of all suspension and termination notices will be given to the Union within three (3) working days of their issuance. It is also agreed that all work shall be of a standard approved by the Employer. Work which is not up to the standard set by the Employer shall subject the employee performing such work to discipline.

Grounds for immediate termination:

- Falsification of company records other than employee error.
- Reporting to work intoxicated, impaired or under the influence of illegal drugs.
- Working intoxicated, impaired or under the influence of illegal drugs.
- Serious acts of insubordination.
- Possessions of open containers of alcoholic beverages or use of any illegal drugs while on the Employer's property or engaged in the Employer's business.
- Stealing from the Employer, co-workers, tenants, or visitors to the property.
- Fighting or threatening another person with physical violence while on the job and/or on the Employer's property.
- Carrying an illegal weapon on the job.

The intentional damage or destruction of the Employer's equipment or property.

Lewd or lascivious conduct.

Serious acts of sexual harassment or misconduct.

The Union recognizes the Employer's right to establish and require employees to observe all reasonable work rules.

Section 2. Progressive Discipline Procedure: The following discipline schedule is agreed to prior to discharge for any infraction of a similar nature that is not subject to immediate discharge as defined in Section 1. An employee who, during the course of progressive discipline, commits an act in Section 1, may be subject to discipline up to and including termination without adherence to progressive discipline.

Step 1: Verbal warning.

Step 2: 1st written warning.

Step 3: 2nd written warning or suspension, depending on the seriousness of the offense.

Step 4: Final written warning or termination, depending on the seriousness of the offense.

Section 3. The Shop Steward, if one exists, shall be present at all disciplinary meetings of employees involving written disciplinary action or the Employer will reschedule the meeting. Where feasible and appropriate, the meeting will be conducted in the language in which the employee is most fluent.

Section 4. All written disciplinary warnings shall be removed from the employees file after twelve (12) months and cannot be used thereafter as part of the disciplinary procedure

Section 5. All employees shall have the right to have a steward present at any investigative meeting that the employee reasonably believes might lead to discipline. It is the employee's responsibility to request that the steward be present. Where feasible and appropriate, the meeting will be conducted in the language in which the employee is most fluent. An employee shall have the right to have a union staff member present at an investigative meeting so long as the union staff member is on the site or immediately available.

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance Procedure

A. It is agreed that should any disputes arise out of this Agreement or practice between the Union and the Employer that the parties shall utilize the grievance arbitration procedure set forth below.

Step 1. The employee, Union and the immediate supervisor shall attempt to resolve any disputes or differences at the time they arise or as soon as practicable thereafter. In the event they are unable to resolve the issue, a grievance shall be reduced to writing by the Union and submitted to the Employer's designated representative within five (5) working days after the Union has knowledge or should have had knowledge of the incident or occurrence giving rise to the grievance. For disputes involving basic wage violations or failure to remit or deduct dues, initiation fees or political contributions, and where there is no bona fide dispute whether the monies are due and owing, the grievance shall be submitted within 180 days from the date of the initial violation or failure to remit or deduct dues.

Step 2. All grievances other than those concerning discharge or suspension shall be discussed at a Step 2 meeting between the Union and the Employer to be scheduled within five (5) days of the written grievance. A decision by the Employer shall be rendered within five (5) days of the Step 2 meeting. If the grievance is not deemed resolved after the Step 2 meeting or the Employer's decision from the Step 2 meeting, the Union shall request a Step 3 hearing within five (5) days of the Employer's Step 2 written decision or the date of the Step 2 meeting (if there is no written decision).

Step 3. Following a request for a Step 3 hearing, the Union and the Employer shall meet within five (5) days. A decision by the Employer shall be rendered within five (5) days of the Step 3 hearing. For all discharge and suspension grievances, the employee, the Union and Employer will meet within five (5) days of the receipt of the Step 1 grievance notice in an attempt to resolve this issue.

Step 4: If the grievance is not resolved after Step 3, it may be submitted at the request of either party to an Arbitrator whose decision shall be final and binding on the parties and all employees and Employers involved. The Union shall notify the Employer in writing within ten (10) days after its receipt of the Employer's Step 3 decision or date of the Step 3 meeting (if there is no written decision) of its intention to advance the grievance to arbitration.

Section 2. Arbitration

A. The parties agree to utilize the panel of Arbitrators listed below to decide all grievances submitted to arbitration, as well as any differences arising between the parties as to interpretation, application or performance of any part of this Agreement, and such other issues as are expressly required to be arbitrated before him or her, including such issues as may be initiated by any benefit fund Trustees. The Union shall jointly notify the Employer and the next available panel Arbitrator of the selection of the Arbitrator for the grievance matter. The

parties have chosen the following arbitrators: Charles Feigenbaum, Homer Larue, Joseph Sharnoff, Alan Symonette, Sue Shaw, Blanca Torres, and Joshua Javits.

B. The Arbitrator shall have jurisdiction and authority to rule on the grievance being heard and shall have no authority or jurisdiction to change or alter any terms of this Agreement.

C. The parties will make every effort to have the arbitration scheduled as soon as practicable. All expenses of the arbitration shall be shared equally between the parties. The parties shall bear their own fees and costs.

D. A written award shall be made by the Arbitrator within thirty (30) days after the hearing closes. If an award is not timely rendered, either the Union or the Employer may demand in writing of the Arbitrator that the award must be made within ten (10) more days. By mutual consent of the Union and Employer, the time for both the scheduling of the hearing and issuance of the award may be extended. Upon the joint request of all parties, the Arbitrator shall issue a "bench decision" with written award to follow within the required time period.

E. In the event the Union appears at an arbitration hearing without the grievant, the Arbitrator shall conduct the hearing and decide the case based upon the evidence adduced at the hearing. If a party (Union or Employer), after due written notice, defaults in appearing before the Arbitrator, an award may be rendered upon the testimony of the other party. Due written notice means mailing, faxing, or hand-delivery to the address of the Employer furnished to the Union.

F. Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take any action necessary to enforce such award including but not limited to suits at law.

Section 3. Time limits in this Article shall exclude Saturday, Sunday and paid holidays. The time limits in this Article may be extended by mutual agreement of the parties. If the Employer fails to respond within the time limits prescribed, the grievance shall be processed to the next step in the grievance arbitration procedure.

Where a Union-represented employee files an internal appeal with the Union concerning the Union's decision not to pursue arbitration of a grievance, the Union's ten (10) day time limit to notice arbitration of the grievance under Article 12, Section 1.A Step 4 shall be tolled until the internal appeal is resolved. This does not alter any other grievance processing time limits provided for under Article 12, Section 1.A. The Union shall immediately notify the involved Employer of the filing of the internal appeal, and notify the Employer of the outcome of the internal appeal.

Section 4. Grievances challenging an employee's discharge or suspension shall be initiated by the Union at Step 3 and must be submitted in writing to the Employer within five (5) working days of the date of discharge or notification to the employee of his or her discharge, whichever is later.

Section 5. The Employer shall have the right to initiate grievances at Step 3 and those grievances must be submitted in writing to the Union within five (5) days after the Employer has knowledge or should have had knowledge of the incident or occurrence giving rise to the grievance.

ARTICLE 13 - NO STRIKE AND NO LOCKOUT

Section 1. The Employer agrees there will be no lockout of the employees and the Union agrees there will be no strikes, no work stoppages, slowdowns or similar forms of interference of work for any reason whatsoever for the term of this Agreement. Provided, however, no employee shall be required to pass lawful primary picket lines established in an authorized strike, including picket lines established by Local 32BJ pursuant to an authorized strike at another job location. The Employer may not permanently replace or discipline any employee because he or she refuses to pass such a picket line.

Section 2. In the interest of labor peace, both parties shall use their best efforts to notify the other party of any dispute described in Section 1 above in order to provide an adequate opportunity to seek to resolve such disputes. The Union shall provide any such notice to counsel for the Employer, Peter Chatilovicz.

ARTICLE 14 - LAY-OFF AND RECALL

Section 1. The Employer agrees to notify the Union at the earliest date possible in the event of lay-off. The Employer further agrees that all lay-offs will be in reverse order of seniority by classification within a location and that all recalls shall be in order of seniority by classification within a location. The Employer shall offer openings for which a laid off employee is qualified to employees on the layoff list before other applicants. The Employer will proactively offer a similar position for which the laid off employee is qualified in their economic zone to employees on the layoff list by using one of the following methods. The Employer may mail a letter with the offer information to the employee's last known address. For those employees who have provided their Employer with email addresses, such offer may be made by email. Emails and letters will be copied to a designated Union representative. Employers may also make the offer by telephone, provided the Employer either a) obtains a written response to the offer from the employee; b) makes a joint call with a designated Union representative; or c) sends an email to a designated Union representative confirming that the call was made and stating the name of the employee, the time and date of the call, the date of the employee was laid off, the location and shift being offered to the employee, the employee's

phone number and last known address, and (if available) the employee's email address. Employees shall have five (5) working days from receipt of the letter and/or email and/or phone call to accept or decline the offer; except that employees laid off as a result of the full-timing of buildings described in Article 3 shall have three (3) working days to accept or decline the offer. Employers will notify the Union of which of the above recall processes they are using.

For employees displaced as a result of a building converting from part-time to full-time cleaning in accordance with Article 3 of this Agreement, the Employer shall proactively (as provided above) offer two (2) different positions (if necessary) to such employees.

Section 2. All employees laid off shall remain on the layoff list for up to one (1) year after which their recall rights and seniority will terminate.

ARTICLE 15 - UNION RIGHTS

Section 1. The Union shall have access to Union members and the right to investigate work conditions. The Union will utilize before and after hours so as not to interfere with the Employer's operation. The Employer will provide space for the Union to meet with Union members at the work site during non-working hours to handle grievances unless mutually agreed to with management.

Section 2. The Employee shall have the right to inspect their personnel file in the presence of an Employer representative.

Section 3. The Employer shall provide space for Union literature in a place convenient for employee use at the work site. All literature posted shall be official Union documents from the Union.

Section 4. Stewards shall obtain permission of their supervisor before leaving their work site and shall report back to their supervisor upon return to the work site. Upon entering the work site of another supervisor's responsibility, the Steward will contact the supervisor before contacting any employee.

Section 5. The Union shall have the right to inspect the employer's payroll and other relevant employment records upon reasonable notice and as it relates to specific grievances.

Section 6. An employee may request a leave of absence to work for the Union and the Employer may deny such a request.

Section 7. Shop stewards shall be notified by the supervisor of all terminations and new employees and shall be given an opportunity before or after working hours to meet with new employees to provide information on the Union.

Section 8. The Employer agrees to release one shop steward (night cleaners only) per building per shift one (1) time per year during work hours with pay for shop steward training classes upon written notice from the Union of at least ten (10) working days. The Employer agrees to release one shop steward per building per shift two (2) times per year (inclusive of the one paid day) during the work hours without pay for shop steward training classes upon written notice from the Union of at least ten (10) working days.

ARTICLE 16 - DISCRIMINATION

Section 1. The Employer will not discriminate in employment, hiring, promotion, training or work assignment on the basis of race, creed, color, national origin, age, sex, sexual orientation, religion, mental or physical handicap, Union membership or Union activity or family relationship in accordance with all applicable laws. Discrimination includes harassment based on the above categories.

ARTICLE 17 - MANAGEMENT RIGHTS

Section 1. The management of the Company's affairs and the direction of its working force, including but not limited to the right to establish new jobs, abolish or change existing jobs, change materials, processes, products, equipment in operations; schedule and assign work; hire, discipline and discharge for cause, transfer or lay off employees because of the lack of work, establish work rules; determine workloads, standards of quality of performance, hiring methods and practices; assignment and transfer of employees and the promotion of employees, establish, abolish or change bonus, incentive and quality programs shall be vested exclusively in the Company.

ARTICLE 18 - LEAVES OF ABSENCE

Section 1. The Employer, regardless of size, agrees to comply with the federal Family Medical Leave Act, as it may be from time to time amended and interpreted. For Employees employed in Washington, DC, the Employer, regardless of size, agrees to comply with the DC Family and Medical Leave Act, the DC Parental Leave Act, and the DC Universal Paid Leave Amendment Act as they may be from time to time amended and interpreted. Nothing herein shall be construed to alter the definition of an "eligible employee" under any of these statutes.

Section 2. In addition to the leave entitlements in Section 1 above, a part-time employee who has completed two (2) months of continuous service and a full-time employee who has completed six (6) months of continuous service may request an unpaid leave of absence for the reasons listed below, which the Employer shall grant so long as the employee has given two weeks advance written notice, or in cases of emergencies, as much advance notice as practicable. The leave of absence, if granted, will be reduced to writing with a date for starting and ending.

The employee will return to their current or equivalent position without loss of seniority, so long as the employee returns to work as agreed when the leave of absence was granted. The employee may use any accrued personal or vacation leave toward the leave of absence. The payment of health insurance after thirty (30) days shall be the responsibility of the employee.

Compassionate	Up to six months for the care of another person upon submission of appropriate documentation.
Medical leave:	Up to six months for medical reasons with documentation stating the employee may return to work without limitations to assume full duties.
Military leave:	As required by federal law
Civic leave:	For any employee who is required to report for jury service or to testify in any legal proceeding as a result of a subpoena, a copy of which shall be supplied to the Employer upon request.
Personal Leave:	Up to sixty (60) days for personal leave for travel or other personal reason. The Employees shall give at least one month notice of intent to take such leave and the leave will not be unreasonably denied.

Section 3. For leaves of absence of one (1) month or longer, the employee will notify the Employer ten (10) days in advance of the scheduled date of return to work. Should the employee require less leave time than originally agreed, the employee shall have the right to return ten days after notifying the Employer of his/her new return date. If the employee does not return on the agreed upon date, it will be deemed the employee has resigned.

ARTICLE 19 - HEALTH & SAFETY

Section 1. The Union and the Employer shall cooperate towards the objective of creating a safe and healthy work place for all employees and the Employer shall comply with all federal, state and local laws relating to health and safety.

Section 2. The Employer shall provide an annual right to know training for every employee including, but not limited to training on infectious and hazardous waste, hazardous substances used or present in the work place and proper safety procedures for all employees.

Section 3. The Employer will provide all supplies, including gloves, goggles or other necessary safety equipment free to charge. The Employer will provide,

repair and maintain all equipment needed to perform the job in a safe and efficient manner free of charge.

Section 4. The Employer shall have available upon request copies of OSHA 200 logs.

Section 5. The Employer shall maintain workers compensation coverage for all employees. The Employer shall post the required notice of workers compensation in a prominent and visible location to employees containing the name of the insurance company, its address and phone number.

Section 6. The Employer shall provide appropriate snow gear and equipment to employees who clear snow.

ARTICLE 20 - UNIFORMS

The Employer shall supply any uniform required to be worn free of charge.

ARTICLE 21 - WORKLOAD

Section 1. Employees shall not be required to perform an unreasonable workload. This provision shall only apply to prospective changes in existing workload after the effective date of this Agreement.

ARTICLE 22 -IMMIGRATION

Section 1. 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 one-hundred-twenty (120) days 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. The Employer may request reasonable proof that the employee has a bona fide immigration issue which necessitates such leave.

Section 2. A "no match" letter from the Social Security Administration (SSA) shall not itself constitute a basis for taking any adverse employment action against an employee or for requiring an employee to re-verify work authorization. Upon receipt of such a letter, the Employer shall notify the employee and provide the employee with a copy of the letter and inform the employee that he or she should contact SSA.

Section 3. Except as prohibited by law, when an employee presents satisfactory 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 be the sole basis of adverse employment action, notwithstanding any information or documents provided at the time of hire.

Section 4. This Article shall be interpreted so as to be consistent with all applicable laws and regulations.

ARTICLE 23 - SECURITY BACKGROUND CHECKS

Section 1. The Employer shall have the right to conduct any lawful pre-employment (either pre- or post-offer) security background checks which shall include when an employee is hired by a successor contractor who takes over a building. Additionally, employees shall be subject to security background checks at any time upon a written customer requirement whether in bid specifications or simply a request by the customer. An employee shall cooperate with an Employer as necessary for obtaining security background checks. Any employee who refuses to cooperate shall be subject to termination.

Section 2. In cases where a contractor takes over a building and does a security background check on a predecessor employee and such employee is found to have something on his record which would normally disqualify him/her from employment under the Employer's employment policies, the Employer may choose not to hire such employee, provided that the Employer's decision not to hire shall not be arbitrary, discriminatory, or in retaliation for protected activities. In cases where an Employer has cause to perform a security background check on an incumbent employee during the term of an existing contract, just cause to terminate employee who has failed a security background check shall exist only if it is established that one or more of the findings of the security background check is directly related to the employees' job functions or responsibilities, or that the continuation of employment would involve an unreasonable risk to property or the safety or welfare of specific individuals or the general public or constitute a violation or applicable governmental rules or regulations.

Section 3. All security background checks shall be confidential, and may be disclosed only to the Union as necessary for the administering of this Agreement and/or as required by law. The Employer shall pay all costs of any security background checks. The Employer cannot deduct from paychecks the cost of pre-employment screenings.

ARTICLE 24 - TRANSFERS

Section 1. Should an Employer permanently transfer an employee from one building to another (i.e. transfers other than those which are done on a temporary basis for short-term business needs), the Employer agrees to notify the Union of said transfer, prior to the transfer, and upon request by the Union, discuss the transfer and effects on the employee.

Section 2. If an employee is removed from a location upon the request of a customer, the Employer may remove the employee from further employment at that location provided there is a good faith reason to justify the removal. Upon request, the Employer shall provide to the Union written notice that it has received a request that the employee be removed. Unless the Employer has cause to discharge the employee (i.e. the reasons for the request by the customer to remove the employee involves cause to discharge), the Employer will place the employee in a similar job at another facility within the same Geographic Area covered by this Agreement in which the employee is currently employed (e.g. Baltimore City, Montgomery County, Prince Georges County, District of Columbia, Fairfax County, Arlington County) where that is feasible; except where the Union and Employer agree to place the employee in a similar job in a different Geographic Area. Such transfer shall be without loss of entitlement seniority or reduction in pay or benefits, unless there are no other positions available which have the same rate of pay and benefits. Where an employee is involuntarily transferred, the Employer shall make every effort to place the employee in a new position as soon as possible.

Section 3. In the event an employee is transferred to another building and is not filling a vacant position, the Employer shall seek volunteers (on the basis of seniority within the job title) at the building to which the employee is being transferred, to determine if an employee is willing to transfer (swap) positions with the employee being transferred. If there are no volunteers, the junior employee shall be selected for transfer.

Section 4. The Employer shall not transfer employees from buildings scheduled to convert from part-time to full-time cleaning in accordance with Article 3 without a justifiable business reason.

ARTICLE 25 - UNION LIAISON

Section 1. The Union shall designate and the Employer shall permit the designated employee to be excused from work for up to 1040 hours per year without pay and benefits but with no loss of seniority to serve as the Union Liaison. The Union may designate one Liaison for every 100 employees or 1 Liaison for every 10 buildings per employer covered by this Agreement. Such designations shall be in writing and approved by both the Union and the Employer. The employee shall not accrue seniority during this leave

Definition: Union Liaison is a Union Representative, usually taken off the job from the Employer on unpaid leave of absence, who will be responsible for conducting contract compliance distribution of union information, and conducting worksite meetings. This will normally occur where no Shop Stewards exist.

ARTICLE 26 - LABOR-MANAGEMENT COMMITTEE

Section 1. The Employer and the Union agree to conduct an annual joint training outside of normal working hours of all supervisors and shop stewards for the purpose of improving the administration of this Agreement and ensuring the highest quality of service to tenants, building management and other interested parties of such services as cleaning, security and other services required by the industry.

ARTICLE 27 - WORK PRESERVATION

Section 1. The Employer shall not subcontract, transfer, lease or assign, in whole or in part, to any other person, firm, corporation, partnership, or non-unit work or workers, bargaining unit work presently performed or hereafter assigned to employees in the bargaining unit, except to the extent required by law, regulation or the entity issuing the bid solicitation, in which event the Employer shall ensure that such enterprises employ employees performing bargaining unit work under the wages, benefits, and working conditions (or the equivalent cost thereof) provided under this Agreement.

Section 2. In the event the Employer sells or transfers all or any part of its business or accounts which are subject to this Agreement, the Employer shall require the acquiring employer to assume this Agreement.

Section 3. In order to protect and preserve the work covered by this Agreement, the Employer agrees that if it or its principals, under the Employer's name or another name, subsequently employs employees in any of the jurisdictions set forth in Article I, Section 1 who perform work as described in Article 1, Section 1 of this Agreement, and if a majority of the employees at the building in question demonstrate their desire to be represented by the Union, then the terms and conditions of this Agreement shall apply to the employees employed at that building, subject to the provisions of Appendix A.

ARTICLE 28 - CONTRACTOR TRANSITION

Section 1. When the Employer bids or takes over the servicing of any job location where the present employees are working under the terms of a collective bargaining agreement with this Union, the Employer agrees to contact the Union for the seniority list and offer employment first to the current employees by seniority needed to fill the cleaning contract. The Employer will not reduce the wage rate of any employee hired and will recognize the seniority of the employees hired so employees do not lose benefits due to the change in employer.

If, during the term of this Agreement, an Employer bidding on an account, including the incumbent, is required by an owner or operator to reduce the number of full-time employees at a particular building, including going from a full-

time schedule to a part-time schedule, then the Union and the Employer agree to engage in good faith negotiations regarding the wages and benefits to be paid to the employees at that building. Section 1 of Article 13 (No Strike No Lockout) shall not apply if these negotiations reach impasse.

Section 2. Employees retained by the successor employer shall be given credit for length of service with the predecessor employer(s) for all purposes including but not limited to seniority and vacation entitlement, and completion of the trial period. Employees retained on takeover who are making more than the minimum wage rate provided for in the Agreement for their classification shall not have their rates of pay reduced because of the turnover in the account.

Section 3. The Employer shall be required to notify immediately in writing the Union as soon as the Employer receives notice that bids are being taken for the contract on that building or there is written cancellation of an account/location. The Employer shall provide to the Union a list of all employees at the account/location, which shall include the employees' names, wage rates, the number of hours worked each week, and seniority/dates of hire.

Section 4. When an Employer bids on work covered by this Agreement, the Union will provide in a timely manner to all invited bidders, upon their written request, the information described in Section 3 of this Article. Inaccuracies in the information provided by the incumbent Employer shall not excuse any obligations under this agreement of the Employer acquiring the account/location.

Section 5. The Employer shall provide the Union within fifteen (15) 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. The Employer shall adhere to the procedures in Appendix A.

Section 6. If the Employer loses the account/location, all accrued vacation benefits shall be paid consistent with the laws of the jurisdiction. The successor Employer shall permit an employee, upon request, to take unpaid leave equal to the accrued vacation time which the predecessor employer paid to the employee because of the turnover of the account. The predecessor Employer will provide the successor Employer and the Union with a final summary of the sick leave available to its employees within two (2) weeks of ending service at the location. The successor Employer shall credit any employee of the predecessor employer who is hired with any sick leave which he/she had accrued but unused with the prior employer.

Section 7. If the Employer loses the account/location, the Employer shall provide an accounting to the Union of all vacation which the employees have accrued including any vacation which the employees have accrued including any vacation for a partial year worked.

ARTICLE 29 - MOST FAVORED EMPLOYER CLAUSE

Section 1. If the Union enters into any agreement covering commercial office cleaning not subject to rider bargaining in the jurisdictions set forth in Article 1, which contain any economic terms more favorable to another employer than those contained in this Agreement, which become effective during the term of this Agreement, the Employer shall have the right to apply those more favorable terms to the employees covered by this Agreement as of the effective date of the more favorable terms contained in the other agreement. The Union agrees to inform the Employer immediately upon signing of any such agreement with a company or contractor in the event the terms of such agreement are more favorable than those contained in this Agreement.

Section 2. Section 1 shall not apply to accounts in buildings existing as of October 15, 2015 that are not currently cleaned by a signatory contractor and that are acquired by the Employer on or after October 15, 2015. At such buildings that are not being cleaned by a signatory contractor, the Employer/contractor may bid such work as it deems appropriate. Should the Employer be awarded the work at such building, and should the Union organize the employees at said building under the applicable neutrality/card check provisions, the Employer shall recognize the Union and the parties shall meet to negotiate an economic rider which is appropriate for that location. It is understood that the Employer agrees to pay the wages and benefits of the industry-wide agreement not later than four (4) years after recognition of the Union at that building, and that Section 1 of Article 13 (No Strike No Lockout) shall not apply to these sites until a rider has been negotiated.

Section 3. For non-union buildings existing as of October 15, 2011 in newly recognized geographic areas of Montgomery County, the parties shall meet and bargain an economic rider on a building by building basis in buildings where the union is recognized pursuant to Appendix A. It is understood that the Employer agrees to pay the wages and benefits of the industry-wide agreement not later than four (4) years after recognition of the Union at that building, and Section 1 of Article 13 (No Strike No Lockout) shall not apply to these sites until a rider has been negotiated.

Section 4. Airport work shall be subject to economic riders.

ARTICLE 30 - MAINTENANCE OF CONDITIONS

Section 1. Nothing in this Agreement shall be construed to allow for the reduction of any rate, benefit, or leave entitlement currently enjoyed by an individual employee, including but not limited to paid leave, personal, or vacation days.

ARTICLE 31 - SAVING CLAUSE

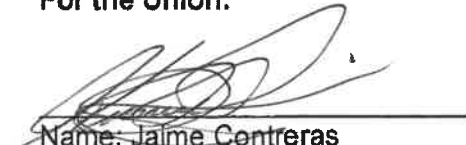
Section 1. Should any court find any part of this Agreement to be invalid, it shall not invalidate the remaining provisions.

ARTICLE 32 - DURATION

Section 1. This Agreement shall become effective at 12:01 am October 16th, 2019 and shall continue in full force and effect through midnight October 15th, 2023.

The Parties hereby execute this Agreement:

For the Union:



Name: Jaime Contreras
Title: Vice President

Date: 12-19-19

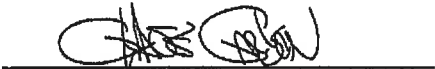
For the following contractors comprising the Washington Service Contractors Association:

Able Services Inc.
ABM Janitorial Services
ACP Facility Services
BMS
Bravo Building Service
BSMI
Clean Office Inc.
CRS Facility Services
C&W
Ever Green Janitorial Services Inc.
Executive Building Maintenance (EBM)
Metropolitan Maintenance Company

P&R Enterprises
Pioneer Building Services
PMM Inc.
Red Coats
Prichard Industries
Sentral Building Services, LLC
Sodexo Inc.
Total Quality
UG2
USSI
Washington Metro Services LLC
Perfect Building Maintenance-Mid-Atlantic


Name: Peter Chatilovicz
Title: Attorney for WSCA

Date: 12/16/2019


Name: Chase Carlson
Title: WSCA Co-Chair, Pioneer Building Services

Date: 12/16/2019


Name: Scott Kyod
Title: WSCA Co-Chair, Red Coats

Date: 12/16/2019

Economic Rider for Washington, DC

Minimum Rates

Classification	10/16/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Cleaner	\$16.10	\$16.70	\$17.30	\$17.95	\$18.60
Day Porter	\$16.90	\$17.50	\$18.10	\$18.75	\$19.40

Minimum Raise

July 1, 2020: \$0.60

July 1, 2021: \$0.60

July 1, 2022: \$0.65

July 1, 2023: \$0.65

Vacation

Part time employees shall receive one (1) week of paid vacation per year after completing one (1) year of continuous employment, two (2) weeks of paid vacation after four (4) years of continuous employment, and three (3) weeks of paid vacation after ten (10) years of continuous employment, unless the Employer's current vacation policy exceeds this schedule.

Full time employees shall receive vacation in accordance with the following schedule unless the Employer's current vacation policy exceeds this schedule: one (1) week of paid vacation after completion of one (1) year of continuous employment; two (2) weeks of paid vacation after completion of two (2) years of continuous employment; three (3) weeks of vacation with pay after completion of five (5) years of continuous employment; four (4) weeks of vacation with pay after completion of ten (10) years of continuous employment.

Part time employees covered by the Washington, DC Collective Bargaining Agreement in effect between 1993 and 1999 and continuously employed since before January 1, 1999 shall receive vacation in accordance with the following schedule: one (1) week of vacation with pay after completion of one (1) year of continuous employment; two (2) weeks of vacation with pay after completion of two (2) years of continuous employment; three (3) weeks of vacation with pay after completion of five (5) years of continuous employment; and four (4) weeks of vacation with pay after completion of fifteen (15) years of continuous employment.

Sick Leave

All employees shall be granted seven (7) days of sick leave with pay per year. After the first three (3) months of employment newly hired employees covered by this Agreement shall be awarded three (3) days of sick leave. After the first five (5)

months of employment, the employee will be awarded two (2) additional sick days. After the first eight (8) months of employment, the employee will be awarded two (2) additional sick days. Upon the Employee's first anniversary, s(he) will begin accruing seven (7) sick days per year in a method to be determined by the Employer that is compliant with the District of Columbia Sick and Safe Leave Act.

Economic Rider for Baltimore, MD

Minimum Rates

Classification	10/16/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Cleaner	\$14.70	\$15.30	\$15.90	\$16.50	\$17.10
PT Cleaner Start Rate*	\$13.70	\$14.30	\$14.90	\$15.50	\$16.10
Day Porter	\$15.50	\$16.10	\$16.70	\$17.30	\$17.90

*Twelve (12) month maximum for Part Time Start Rate

Minimum Raise

July 1, 2020: \$0.60

July 1, 2021: \$0.60

July 1, 2022: \$0.60

July 1, 2023: \$0.60

Vacation

Part-Time Vacation: Part time employees shall receive one (1) week of paid vacation per year after completing one (1) year of continuous employment, two (2) weeks of paid vacation after four (4) years of continuous employment, and three (3) weeks of paid vacation after ten (10) years of continuous employment, unless the Employer's current vacation policy exceeds this schedule.

Full time employees shall receive vacation in accordance with the following schedule unless the Employer's current vacation policy exceeds this schedule one (1) week of paid vacation after completion of one (1) year of continuous employment; two (2) weeks of paid vacation after completion of three (3) years of continuous employment; three (3) weeks of vacation with pay after completion of ten (10) years of continuous employment.

Sick Leave

All employees shall be granted five (5) days of sick leave with pay per year. After the first three (3) months of employment, newly hired employees covered by this Agreement shall be awarded three (3) days of sick leave. After the first five (5) months of employment, the employee shall be awarded one (1) additional sick day. After the first eight (8) months of employment, the employee will be awarded one (1) additional sick day. Upon the Employee's first anniversary, s(he) will be entitled to receive his or her five (5) sick days at the start of the Employer's sick leave year provided that at a minimum, the Employee shall receive prorated sick leave based on the difference between the Employee's first anniversary and the beginning of the Employer's calendar year.

Effective July 1, 2020, all employees shall be granted six (6) days of sick leave with pay per year. After the first three (3) months of employment newly hired employees covered by this Agreement shall be awarded three (3) days of sick leave. After the first five (5) months of employment, the employee shall be awarded two (2) additional sick days. After the first eight (8) months of employment, the employee will be awarded one (1) additional sick day. Upon the Employee's first anniversary, s(he) will be entitled to receive his or her six (6) sick days at the start of the Employer's sick leave year provided that at a minimum, the Employee shall receive prorated sick leave based on the difference between the Employee's first anniversary and the beginning of the Employer's calendar year.

Effective July 1, 2021, all employees shall be granted seven (7) days of sick leave with pay per year. After the first three (3) months of employment newly hired employees covered by this Agreement shall be awarded three (3) days of sick leave. After the first five (5) months of employment, the employee shall be awarded two (2) additional sick days. After the first eight (8) months of employment, the employee will be awarded two (2) additional sick days. Upon the Employee's first anniversary, s(he) will be entitled to receive his or her seven (7) sick days at the start of the Employer's sick leave year provided that at a minimum, the Employee shall receive prorated sick leave based on the difference between the Employee's first anniversary and the beginning of the Employer's calendar year.

If an employee is entitled to additional sick leave under the Maryland Sick and Safe Leave Act, under which employees accrue one (1) hour of sick leave for every thirty (30) hours worked up to a maximum of forty (40) sick leave hours per year, the employee shall be awarded such additional sick leave.

Economic Rider for Montgomery County, MD

Minimum Rates

Classification	10/16/2019	12/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Cleaner	\$15.20	\$15.20	\$15.80	\$16.40	\$17.00	\$17.60
PT Cleaner Start Rate*	\$14.20	\$14.70	\$15.30	\$15.90	\$16.50	\$17.10
Day Porter	\$16.00	\$16.00	\$16.60	\$17.20	\$17.80	\$18.40

*Twelve (12) month maximum for Part Time Start Rate

Minimum Raise

July 1, 2020: \$0.60

July 1, 2021: \$0.60

July 1, 2022: \$0.60

July 1, 2023: \$0.60

Vacation

Part-Time Vacation: Part time employees shall receive one (1) week of paid vacation per year after completing one (1) year of continuous employment, two (2) weeks of paid vacation after four (4) years of continuous employment, and three (3) weeks of paid vacation after ten (10) years of continuous employment, unless the Employer's current vacation policy exceeds this schedule.

Full time employees shall receive vacation in accordance with the following schedule unless the Employer's current vacation policy exceeds this schedule one (1) week of paid vacation after completion of one (1) year of continuous employment; two (2) weeks of paid vacation after completion of three (3) years of continuous employment; three (3) weeks of vacation with pay after completion of ten (10) years of continuous employment;

Sick Leave

All employees shall be granted seven (7) days of sick leave with pay per year. The annual sick leave entitlement shall be provided on the employees' anniversary date. Employees shall be entitled to use sick days for the types of leave required by the Montgomery County Earned Sick and Safe Leave Act (the "Act").

For newly hired employees, after the first three (3) months of employment all employees covered by this Agreement shall be awarded three (3) days of sick leave. After the first five (5) months of employment, the employee shall be awarded two (2) additional sick days. After the first eight (8) months of employment, the employee will be awarded two (2) additional sick days. To the extent and employee is entitled to additional sick leave under the Act, under which

employees accrue one (1) hour of sick leave for every thirty (30) hours worked up to a maximum of fifty-six (56) sick leave hours per year, the employee shall be awarded such additional sick leave.

The Employer will post in each building a written summary in English and Spanish of any sick leave accrual and/or usage system put in place to comply with the Act that is different than what is provided for in this Agreement

Economic Rider for Northern Virginia

Minimum Rates

Classification	10/16/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Cleaner	\$12.60	\$13.20	\$13.80	\$14.40	\$15.00
Day Porter	\$13.40	\$14.00	\$14.60	\$15.20	\$15.80

Minimum Raise

July 1, 2020: \$0.60

July 1, 2021: \$0.60

July 1, 2022: \$0.60

July 1, 2023: \$0.60

Vacation

Part and Full-Time Vacation Schedule: Employees shall receive one (1) week of paid vacation per year after completing one (1) year of continuous employment, two (2) weeks of paid vacation after four (4) years of continuous employment, and three (3) weeks of paid vacation after ten (10) years of continuous employment, unless the Employer's current vacation policy exceeds this schedule.

Sick Leave

All employees shall be granted four (4) days of sick leave with pay per year. After four (4) months of employment all employees covered by this Agreement shall be awarded two (2) days of sick leave. After the first nine (9) months of employment, the employee will be awarded two (2) additional sick days. Upon the Employee's first anniversary, s(he) will be entitled to receive his or her four (4) sick days at the start of the Employer's sick leave year, provided that at a minimum, the Employee shall receive prorated sick leave based on the difference between the Employee's first anniversary and the beginning of the Employer's calendar year.

Effective July 1, 2021, all employees shall be granted five (5) days of sick leave with pay per year. After the first three (3) months of employment, newly hired employees covered by this Agreement shall be awarded three (3) days of sick leave. After the first five (5) months of employment, the employee shall be awarded one (1) additional sick day. After the first eight (8) months of employment, the employee will be awarded one (1) additional sick day. Upon the Employee's first anniversary, s(he) will be entitled to receive his or her five (5) sick days at the start of the Employer's sick leave year provided that at a minimum, the Employee shall receive prorated sick leave based on the difference between the Employee's first anniversary and the beginning of the Employer's calendar year.

Effective July 1, 2022, all employees shall be granted six (6) days of sick leave with pay per year. After the first three (3) months of employment newly hired employees covered by this Agreement shall be awarded three (3) days of sick leave. After the first five (5) months of employment, the employee shall be awarded two (2) additional sick days. After the first eight (8) months of employment, the employee will be awarded one (1) additional sick day. Upon the Employee's first anniversary, s(he) will be entitled to receive his or her six (6) sick days at the start of the Employer's sick leave year provided that at a minimum, the Employee shall receive prorated sick leave based on the difference between the Employee's first anniversary and the beginning of the Employer's calendar year.

Effective July 1, 2023, all employees shall be granted seven (7) days of sick leave with pay per year. After the first three (3) months of employment newly hired employees covered by this Agreement shall be awarded three (3) days of sick leave. After the first five (5) months of employment, the employee shall be awarded two (2) additional sick days. After the first eight (8) months of employment, the employee will be awarded two (2) additional sick days. Upon the Employee's first anniversary, s(he) will be entitled to receive his or her seven (7) sick days at the start of the Employer's sick leave year provided that at a minimum, the Employee shall receive prorated sick leave based on the difference between the Employee's first anniversary and the beginning of the Employer's calendar year.

Economic Rider for Prince Georges County

Minimum Rates

1/1/2020	1/1/2021	1/1/2022	1/1/2023
\$12.00	\$12.50	\$13.25	\$14.00

Minimum Raise

January 1, 2020:	\$0.70
January 1, 2021:	\$0.50
January 1, 2022:	\$0.50
January 1, 2023:	\$0.50

Vacation

Effective January 1, 2020, all employees who have completed at least one (1) year of continuous employment shall receive one (1) week of paid vacation annually and effective January 1, 2022, all employees who have completed at least three (3) years of continuous employment will receive two (2) weeks of paid vacation annually, unless the Employers current vacation policy exceeds this schedule.

Holidays

Effective January 1, 2021, employees shall receive Christmas Day as a paid holiday per Article 5 of this Agreement. Effective January 1, 2022, employees shall receive New Year's Day, Memorial Day, and Christmas Day as paid holidays per Article 5 of this Agreement. Effective January 1, 2023, employees shall receive New Year's Day, Memorial Day, Thanksgiving Day and Christmas Day as paid holidays per Article 5 of this Agreement.

Sick Leave

All employees shall be granted five (5) days of sick leave with pay per year. After the first three (3) months of employment, newly hired employees covered by this Agreement shall be awarded three (3) days of sick leave. After the first five (5) months of employment, the employee shall be awarded one (1) additional sick day. After the first eight (8) months of employment, the employee will be awarded one (1) additional sick day. Upon the Employee's first anniversary, s(he) will be entitled to receive his or her five (5) sick days at the start of the Employer's sick leave year provided that at a minimum, the Employee shall receive prorated sick leave based on the difference between the Employee's first anniversary and the beginning of the Employer's calendar year.

If an employee is entitled to additional sick leave under the Maryland Sick and Safe Leave Act, under which employees accrue one (1) hour of sick leave for

every thirty (30) hours worked up to a maximum of forty (40) sick leave hours per year, the employee shall be awarded such additional sick leave.

Benefit Funds

Legal Service Fund: In accordance with Article 4 of this Agreement, effective 1/1/2021 the Employer shall begin contributing to the Local 32BJ Legal Services Fund ("Legal Fund") for all employees.

Health Fund:

- a) **Health Insurance for Full-Time Employees:** Except as outlined below, in accordance with Article 4 of this Agreement, effective January 1, 2022, the Employer shall begin contributing to the Building Service 32BJ Health Fund, per the schedule of contribution amounts listed below, for coverage to begin April 1, 2022 for eligible full-time employees:

January 1, 2022:	\$274.50
July 1, 2022	\$549.00
January 1, 2023:	As per Article 4 of this Agreement.

- b) **Health Insurance for Part-Time Employees:** Effective July 1, 2023, in accordance with Article 4, the Employer shall begin contributing to the Building Service 32BJ Health Fund, for coverage eligible part-time employees to begin on that date.

Economic Rider for Loudoun County

Minimum Rates

4/1/2020	1/1/2021	1/1/2022	1/1/2023
\$10.00	\$10.50	\$11.00	\$11.50

Minimum Raise

Effective April 1, 2020, all employees shall have their wage rate increased by seventy cents (\$0.70) per hour.

Effective January 1, 2021, all employees whose hourly wage rate is below twelve dollars (\$12.00) per hour shall have their hourly wage increased by fifty cents (\$0.50). Employees whose hourly wage rate is twelve dollars (\$12.00) and above shall have their hourly wage increased by twenty-five cents (\$0.25).

Effective January 1, 2022, all employees whose hourly wage is below twelve dollars (\$12.00) per hour shall have their hourly wage increased by fifty cents (\$0.50). Employees whose hourly wage rate is twelve dollars (\$12.00) and above shall have their hourly wage increased by twenty-five cents (\$0.25).

Effective January 1, 2023, all employees whose hourly wage is below twelve dollars (\$12.00) per hour shall have their hourly wage increased by fifty cents (\$0.50). Employees whose hourly wage rate is twelve dollars (\$12.00) and above shall have their hourly wage increased by twenty-five cents (\$0.25).

Vacation

Effective April 1, 2020, all employees who have completed at least one (1) year of continuous employment shall receive one (1) week of paid vacation annually and effective January 1, 2022, all employees who have completed at least three (3) years of continuous employment will receive two (2) weeks of paid vacation annually, unless the Employers current vacation policy exceeds this schedule.

Sick Leave

Effective April 1, 2020, all employees with at least one (1) year of continuous employment shall be granted two (2) days of sick leave with pay per year. Effective April 1, 2020, newly hired employees or employees who have not yet completed three (3) months of employment, shall receive one (1) paid sick day at the end of three months of employment and shall receive one (1) additional paid sick day at the end of nine (9) months of employment.

Effective January 1, 2023, all employees with at least one (1) year of continuous employment shall be granted four (4) days of sick leave with pay per year.

Effective January 1, 2023 newly hired employees or employees who have not yet completed three (3) months of employment shall receive two (2) paid sick days at the end three months of employment and shall receive two (2) additional paid sick day at the end of nine (9) months of employment. Upon the Employee's first anniversary, s(he) will be entitled to receive full allotment of sick days at the start of the Employer's sick leave year, provided that at a minimum, the Employee shall receive prorated sick leave based on the difference between the Employee's first anniversary and the beginning of the Employer's calendar year.

Holidays

Effective January 1, 2021, employees shall receive Memorial Day and Christmas Day as a paid holiday per Article 5 of this Agreement. Effective January 1, 2022, employees shall receive New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day as paid holidays per Article 5 of this Agreement.

Benefit Funds

Legal Service Fund: In accordance with Article 4 of this Agreement, effective 1/1/2021 the Employer shall begin contributing to the Local 32BJ Legal Services Fund ("Legal Fund") for all employees.

Health Fund:

a) Health Insurance for Full-Time Employees: Except as outlined below, in accordance with Article 4 of this Agreement, effective January 1, 2022, the Employer shall begin contributing to the Building Service 32BJ Health Fund, per the schedule of contribution amounts listed below, for coverage to begin April 1, 2022 for eligible full-time employees:

January 1, 2022:	\$274.50
July 1, 2022	\$549.00
January 1, 2023:	As per Article 4 of this Agreement.

b) Health Insurance for Part-Time Employees: Effective July 1, 2023, in accordance with Article 4, the Employer shall begin contributing to the Building Service 32BJ Health Fund, for coverage eligible part-time employees to begin on July 1, 2023.

APPENDIX A - RECOGNITION PROCEDURE

Service Employees International Union, Local 32BJ ("the Union") and _____ the Employer hereby agree to implement the Collective Bargaining Agreement ("Agreement") which is annexed hereto, during its specified term, or except as the parties otherwise agree in writing as follows:

1. The Employer will take a positive approach to the unionization of its non-supervisory janitorial and maintenance employees. The Employer (and its supervisors) will not take any action or make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such employees of a collective bargaining agent, or preference or opposition to any particular union as a bargaining agent.

2. The Union and its representatives will not coerce or restrain any employee of the Employer in an effort to obtain authorization cards. In addition, the Union will not engage in strikes, work stoppages, slowdowns or similar forms of interference of work against The Employer in conjunction with its organizing efforts of the Employer's employees except, in connection with paragraph 8 of this procedure, after the arbitrator issues an award finding a violation, or if the dispute is not resolved, within twenty (20) days after selection of the arbitrator whichever shall come first.

3. Upon the Union's notice to the Employer of its intent to organize, the Employer will provide within five (5) days a list of the names and addresses of all employees within classifications subject to this Agreement, presently employed at a particular job site or sites covered by the Agreement.

4. Upon request to the Employer, the Employer will grant the Union access at the job site, provided there is no interference with the conduct of the Employer's business or with the performance of work by the employees during their work hours. Access shall include the right to post notices on designated company bulletin boards.

5. Within seven (7) days following receipt of a notice of intent to organize, a short informational meeting (of approximately 20 minutes duration) for each shift shall be scheduled at the mutual convenience of the Employer and the Union at each affected site, at which the Employer and Union shall jointly address the employees. At said meeting, the Employer shall inform employees that it has no objection to employees exercising their right to join a union and that there will be no punishment or retaliation against employees who choose to do so. At said meeting, the Union will be given an opportunity to address the employees, to provide information about the Union and the Collective Bargaining Agreement, and to answer any questions the employees might have. No authorization cards shall be solicited or distributed in the presence of Employer supervisors or agents.

6. Immediately following the execution of this Agreement, the Employer shall sign and make available to all of its supervisory and non-supervisory employees, copies of the letter attached hereto, assuring employees of the Employer's neutrality in the matter of their union organizing.

7. Should the Union claim majority status at a building or grouping of buildings based on signed authorization cards, the parties shall agree upon a list of employees within the claimed bargaining unit. Upon the Union's demonstration to an impartial arbitrator that a majority of the employees on the agreed upon list have authorized the Union to represent them by signing authorization cards, the Employer shall recognize the Union as the exclusive bargaining representative of the employees. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demand for recognition by the Union resulting from this Agreement.

8. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited arbitration before an impartial arbitrator, who shall have authority to award injunctive and other relief. The decision of the arbitrator shall be final and binding upon the parties. A finding or an award of the arbitrator shall be final and conclusive upon the parties. It is understood and agreed between the parties that the impartial arbitrator shall not have the power to add to or subtract from, or modify any of the terms of this Agreement. The fees of the impartial arbitrator and administrative expenses shall be shared equally between the Employer and the Union. Each party shall pay its own counsel.

9. An impartial arbitrator for the purposes of implementing Section 7 and 8 above shall be chosen from the following list of arbitrators: Charles Feigenbaum, Alan Symonette Homer Larue, Joseph Sharnoff, Sue Shaw, Blanca Torres, and Joshua Javits.

SAMPLE NEUTRALITY LETTER

Dear (Employer's Name) Employees:

As you may know, organizers from SEIU Local 32BJ have been talking with employees about forming a union. We want you to know that you have a right to form, join or support the organizing effort. We have met with the Union and agreed to remain neutral so you can decide if you want the Union to represent you. We have instructed all supervisors not to talk to you about the Union. As has been (Employer's Name) policy, the supervisors will not discipline you, transfer you or discharge you because of your support for the Union.

We have agreed to let the Union post literature on company bulletin boards in our offices in each building, to give the Union access to meet with you before and after work so long as these meetings do not interfere with the performance of your work.

(Employer's Name) is interested in establishing a friendly and productive relationship with the Union and will deal fairly with the Union if you decide you want to be represented.

APPENDIX B - OVERSCALE LOCATIONS

The following is the list of over-scale buildings and the rate effective on that date. All other increases shall be as specified in Article 2 of the Agreement.

Building Address

1625 L St., NW (AFSCME)

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
Wages, PT	\$16.95	\$17.55	\$18.15	\$18.80	\$19.45
Wages, Floor	\$17.20	\$17.80	\$18.40	\$19.05	\$19.70

Holidays + All holidays recognized by the building + Employee's
Birthday

Sick Days 12/year

NEA (120116TH)

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/23</u>
<u>7/1/2023</u>					

Wages, cleaners \$16.30 \$16.90 \$17.50 \$18.15 \$18.75

Wages, DP Contract rate for Day Porter

Wages, Lead Day + .25/hr

Holidays + Day after Thanksgiving, Columbus Day, Veteran's Day
+ Employee's Birthday

1800 Massachusetts Avenue

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
Day Porter	\$18.40	\$19.00	\$19.60	\$20.25	\$20.90
FT Cleaner	\$18.10	\$18.70	\$19.30	\$19.95	\$20.60
PT Cleaner	\$17.60	\$18.20	\$18.80	\$19.45	\$20.10

Additional Holidays: Columbus Day, Veterans and Day after Thanksgiving +
Employee's Birthday

1120 19th, NW

Holidays + Columbus Day, Veteran's Day+ Employee's Birthday

1717 DeSales

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
PT Cleaner	\$16.45	\$17.05	\$17.65	\$18.30	\$18.95
FT Cleaner	\$16.90	\$17.50	\$18.10	\$18.75	\$19.40
Day Porter	\$17.25	\$17.85	\$18.45	\$19.10	\$19.75

Holidays + Employee's Birthday

501 3rd St., NW

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
PT Cleaner	\$17.60	\$18.20	\$18.80	\$19.45	\$20.10
FT Cleaner	\$18.10	\$18.70	\$19.30	\$19.95	\$20.60
Day Porter	\$18.40	\$19.00	\$19.60	\$20.25	\$20.90

Holidays + Veteran's Day, Columbus Day, Day After Thanksgiving, Inauguration Day + Employee's Birthday

Sick Days 12/year

Vacation 4 weeks after 12 years, 5 weeks after 20 years

1625 Mass., NW

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
Wages, Pt	\$16.20	\$16.80	\$17.40	\$18.05	\$18.70

Holidays + Columbus Day, Veteran's Day, Day after Thanksgiving, Inauguration Day+ Employee's Birthday

1775 K St., NW (Suffridge Bldg)

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
Wages, Night	\$17.60	\$18.20	\$18.80	\$19.45	\$20.10
Day	\$17.85	\$18.45	\$19.05	\$19.70	\$20.35

Holidays: +Presidents Day, Veterans Day, Columbus Day, Inauguration Day+ Employee's Birthday

Article 4, Section 1 of the Agreement shall apply.

Vacation: 1 wk after 6 months; 2 wks after one year; 3 weeks after 5 years; 4 wks after 10 yrs

Sick Leave: 12 days per year earned at the rate of one (1) day per month. 36 days can be accrued
 Lay-off: Two weeks' notice or two weeks' pay.
Life Ins: All regular employees shall be provided with a \$5,000 life insurance policy.
Jury Duty: All full time employees shall be paid the difference between their straight time hourly rate for regularly scheduled hours and the payment he receives from the Court.
Funeral: Three days with pay to attend the funeral of a spouse, father, mother, son, daughter, brother, sister, grandparents, grandchildren or mother/father-in-law.

1550 M St

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
PT Cleaner	\$17.52	\$18.12	\$18.72	\$19.37	\$20.02
FT Cleaner	\$18.02	\$18.62	\$19.22	\$19.87	\$20.52
Day Porter	\$18.52	\$19.12	\$19.72	\$20.37	\$21.02

Holidays + Employee Birthday, Day after Thanksgiving, Inauguration Day+
 Vacation: +4 weeks after 10 years, 5 weeks after 20 years
 Sick Days 12 days per year earned at the rate of 1 day per month

3211 4th Street, NW National Conference of Catholic Bishops

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
Wages PT	\$16.20	\$16.80	\$17.40	\$18.05	\$18.70
Wages FT	\$17.09	\$17.69	\$18.29	\$18.94	\$19.59

Holidays + Martin Luther King's Day, Presidents' Day, Columbus Day, Veterans + Employee's Birthday

Any employee required to work on any of the holidays listed above shall be paid at the rate of double time.

Ronald Reagan & International Trade Center Building
1300 Pennsylvania Ave, NW

Classification Houseman

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
Wages	\$21.80	\$22.40	\$23.00	\$23.65	\$24.30

Holidays + Employee's Birthday

Housemen are required to do the following:

Continue to put tablecloths on the tables

Climbing of foot ladder, Housemen will be required to usage of no heights greater than nine (9) feet. For usage of the standard lift, Housemen can be required at heights greater than nine (9) feet.

Both parties, the Union and contractor agree to monthly labor/management meets to discuss outstanding issues if necessary.

Merrill Lynch Building (13020 Little Patuxent Parkway, Columbia, MD)

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
Day Porter	\$18.80	\$19.40	\$20.00	\$20.60	\$21.20
FT Cleaner	\$17.80	\$18.40	\$19.00	\$19.60	\$20.20
PT Cleaner	\$15.80	\$16.40	\$17.00	\$17.60	\$18.20
Lead – 25 cents above rates listed					

Vacation: one week after one year of employment, two weeks after two years, three weeks after five years, and four weeks after 10 years.

Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day+ Employee's Birthday

The following Building will follow the Washington, DC economics:

1660 International Drive, McLean, VA
1515 North Courthouse Rd Arlington, VA

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
Day Porter	\$17.45	\$18.05	\$18.65	\$19.25	\$19.85
FT Cleaner	\$16.95	\$17.55	\$18.15	\$18.75	\$19.35
PT Cleaner	\$14.95	\$15.55	\$16.15	\$16.75	\$17.35

Lead – 25 cents above rates listed

Vacation: one week after one year of employment, two weeks after two years, three weeks after five years, and four weeks after 10 years.

Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day+ Employee's Birthday

3101 Wilson Blvd, Arlington, VA

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
Day Porter	\$17.45	\$18.05	\$18.65	\$19.25	\$19.85
FT Cleaner	\$16.95	\$17.55	\$18.15	\$18.75	\$19.35
PT Cleaner	\$14.95	\$15.55	\$16.15	\$16.75	\$17.35

Lead – 25 cents above rates listed

Vacation: one week after one year of employment, two weeks after two years, three weeks after five years, and four weeks after 10 years.

Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day+ Employee's Birthday

Mitre 1. 7525 Colshire Drive McLean, VA 22102
 Mitre 2. 7515 Colshire Drive McLean, VA 22102
 Mitre 3. 7594 Colshire Drive McLean, VA 22102
 Mitre 4. 1550 West Branch Drive McLean, VA 22102
Polk building. 1764 Old Meadow LN McLean, VA 22102

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
Day Porter	\$16.30	\$16.90	\$17.50	\$18.10	\$18.70
FT Cleaner	\$14.60	\$15.20	\$15.80	\$16.40	\$17.00
PT Cleaner	\$13.35	\$13.95	\$14.55	\$15.15	\$15.75

Minimum Raises

July 1, 2016 - \$0.60
 July 1, 2017 - \$0.60
 July 1, 2018 - \$0.60
 July 1, 2019 - \$0.60

Holidays + Veteran's Day + Employee's Birthday

Part Time employees at the MITRE locations will be given first right of refusal by seniority for any full time position that may become available in the future at the MITRE buildings cleaned by ABM, if, they are qualified to hold those positions.

1801 N Lynn St Arlington VA 22209

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
<u>Wages</u>	\$14.40	\$15.00	\$15.60	\$16.20	\$16.80

Holidays + Washington's Birthday, Inauguration Day, Columbus Day, Veterans Day
 Other holidays recognized by the building
 1/1/20 1 Personal Day+ Employee's Birthday

Employees required to work on any of the holidays listed above shall receive double pay (2X), all hours worked above 40 in the same work week shall be paid at the rate of double the applicable pay rate (2X).

Sick Days 7/1/2019 7/1/2020
 10/year 12/year

The Employer may request a Doctor's note after three (3) consecutive working days.

<u>Vacation</u>	1 year or more	2 weeks
	5 years or more	3 weeks
	10 years or more	4 weeks
	15 years or more	5 weeks

The Employer will pay all employees all unused vacation upon separation.
The Employer will comply with the Service Contract Act about Vacation.

Pension Fund (Program C)

Effective July 1, 2018 the Employer shall make contributions to a trust fund known as the Building Service 32BJ Pension Fund to cover bargaining unit employees who are regularly employed twenty (20) or more hours per week, including paid time off. The Employer shall also make contributions on behalf of other bargaining unit employees to the extent that such employees work a sufficient number of hours to require benefit accrual pursuant to section 204 of ERISA.

The rate of contribution to the Pension Fund for each covered employee, payable how and when the Trustees determine, shall be:

\$1.08 per paid hour

Unless otherwise specified in this Agreement, newly hired employees shall have a waiting period of one (1) month before becoming eligible to be participants in the Funds, and no contributions shall be made on behalf of newly hired employees over the one (1) month period.

Building Closures

On the day(s) that the Federal Government or the facility is closed or unavailable for any reason, (including snow days, power outage, act of God...) if the Employer is compensated for such day(s), all members will be compensated as well. If the Employer is not compensated, employees will have the option of using any accrued leave in order to be paid.

4371 Parliament Pl # A Lanham, MD 20706

	<u>7/1/19</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
Wages (PT/FT)	\$16.00	\$16.60	\$17.20	\$17.80	\$18.40
Lead	\$18.80	\$19.40	\$20.00	\$20.60	\$21.20

Holidays + Thanksgiving, Day after Thanksgiving and any other holidays recognized by the building+ Employee's Birthday

Sick Days 12 sick days per year

Vacation	1 year or more	2 weeks
	5 years or more	3 weeks
	10 years or more	4 weeks
	15 years or more	5 weeks

All employees (full time and part time) are entitled to H&W as stated for Full time workers.

**APPENDIX C : Montgomery County Full Time Buildings or
Groups of Building 350,000 Sq. Ft. or Larger (as of October 16 , 2019)**

Building Address	City
5600 FISHERS LANE	ROCKVILLE
1305/1315/1325 E WEST HWY	SILVER SPRING
700/702/805 KING FARM BLVD.	ROCKVILLE
1 MEDIMMUNE WAY	GAITHERSBURG
10400 FERNWOOD ROAD	BETHESDA
8401 COLESVILLE ROAD	SILVER SPRING
7501 WISCONSIN AVE	BETHESDA
6901/6903/6905 ROCKLEDGE DR	BETHESDA
12409/12410/12420 MILESTONE CENTER DR & 1 MILESTONE CENTER DR	GERMANTOWN
14200 SHADY GROVE RD	ROCKVILLE
6700/6710 ROCKLEDGE DR	ROCKVILLE
9613 MEDICAL CENTER DR	ROCKVILLE
4350/4340/4330 EAST WEST HWY	BETHESDA
6801 ROCKLEDGE DR	ROCKVILLE
1 DISCOVERY PL	SILVER SPRING
22300 COMSAT DR	CLARKSBURG
6701/6705 ROCKLEDGE DR	BETHESDA
700 N FREDERICK AVE	GAITHERSBURG
5601 FISHERS LANE	ROCKVILLE
5425/5454 WISCONSIN AVE	CHEVY CHASE
12501/12510/12520 PROSPERITY DRIVE	SILVER SPRING
6701/6707 DEMOCRACY BLVD	BETHESDA
20201/20251/20250/20300 CENTURY BLVD	GERMANTOWN
7500, 7501, 7515, 7519, 7520, 7529, 7646, 7664 Standish Pl, 7361 & 15400 Calhoun Pl	ROCKVILLE
520/530/540 GAITHER ROAD	ROCKVILLE
2277 RESEARCH BLVD	ROCKVILLE
7450 WISCONSIN AVE	BETHESDA
4550 MONTGOMERY AVE	BETHESDA
11545 ROCKVILLE PIKE	ROCKVILLE

**APPENDIX D: Arlington County Full Time Buildings or
Groups of Building 350,000 Sq. Ft. or Larger (as of October 16, 2019)**

Building Address	Building Name
2611/2711 JEFFERSON DAVIS HWY	Airport Plaza
601/701 12th ST S	BP
2101/2107/2111 WILSON BLVD	Colonial Place
2100/2300 CLARENDON BLVD	Courthouse Plaza
1215/1225/1235 S CLARK ST	Crystal Gateway
1851/1901 SOUTH BELL STREET (CRYSTAL MALL)	Crystal Mall
2011/2100/2121/2200/2231/2345/2451 CRYSTAL DR & 223 23rd St S	Crystal Park
1750 CRYSTAL DR & 241/251 18th St S	Crystal Square
1400 CRYSTAL DR/1401 S Clark St	Jefferson Plaza
4301/4401 WILSON BLVD	NRECA
2521 S CLARK ST/2530 Crystal Dr	POLK & TAYLOR BLDG
1550/2560 WILSON BLVD	Potomac Gateway
2733/2777 CRYSTAL DR	Potomac Yard
1901/1911 FORT MYER DR	Rosslyn Building
2100/2110/2120 WASHINGTON BLVD	Sequoia Plaza
4121/4201 WILSON BLVD	Stafford Place
1000/1100/1101 WILSON BLVD	Wilson Blvd
1201 WILSON BLVD	
1300 17th ST N	
1300 WILSON BLVD	
1310 N COURTHOUSE RD	
1320 N COURTHOUSE RD	
1401 WILSON BLVD	
1550 CRYSTAL DR	
1812 N MOORE ST	
1919 N LYNN ST	
2200 CLARENDON BOULEVARD	
2450 CRYSTAL DR	
3501 FAIRFAX DR	
3550 S CLARK ST	
675 N RANDOLPH ST	
901 N GLEBE RD	

APPENDIX E

Building Address	Building Name
1300 PENNSYLVANIA AVE NW	RONALD REAGAN BUILDING
470-490 & 955 FRONTAGE RD NW / 470-490 & 955 L'ENFANT PLAZA	L'ENFANT PLAZA
1200 NEW JERSEY AVE SE	DOT HEADQUARTERS
1825 I ST NW, 1850 K ST NW, 1875 I ST NW	INTERNATIONAL SQUARE
50 MASSACHUSETTS AVE NE	POSTAL SQUARE
555 12TH ST NW	PERPETUAL AMERICAN BLDG
1001 PENNSYLVANIA AVE NW	-
1145 17TH ST NW	NATIONAL GEOGRAPHIC BLDG
1050 CONNECTICUT AVE NW	WASHINGTON SQUARE
100 F ST NE	STATION PLACE PHASE I
701 & 801 PENNSYLVANIA AVE NW	MARKET SQUARE
1299 PENNSYLVANIA AVE NW	WARNER BLDG
800 K ST NW & 801 I ST NW	TECHWORLD
600 MARYLAND AVE SW	CAPITOL GALLERY BLDG
555 13TH ST NW	COLUMBIA SQUARE
445 12TH STREET SW	PORTALS II
1301 K ST NW	ONE FRANKLIN SQUARE
145 N St NE	2 Constitution Square
1801 K ST NW	-
300 D ST SW / 300 E ST SW / 409 3RD ST SW	WASHINGTON OFFICE CENTER
601 E ST NW	AARP HEADQUARTERS BLDG
655 15TH ST NW	METRO SQUARE I & II
901 NEW YORK AVE NW	-
3000/3050 K ST NW	WASHINGTON HARBOUR
1800 M ST NW	-
1201 M STREET SE & 1220 12TH STREET SE	MARITIME PLAZA I & II
601 D ST NW	PATRICK HENRY BUILDING
800 & 850 10th St NW	CityCenter DC
1401 H ST NW	CITY CENTER
101 CONSTITUTION AVE NW	
575 7TH ST NW	TERRELL PLACE
1201 MARYLAND AVE SW	PORTALS III
1201 16TH ST NW	NEA
888 1ST ST NE	UNION CENTER PLAZA
500 12TH ST SW	POTOMAC CENTER II
1331 & 1325 PENNSYLVANIA AVE NW	NATIONAL PLACE
1250 MARYLAND AVE SW	PORTALS I
450 5TH ST NW	LIBERTY SQUARE
1900 HALF ST SW	CAPITOL RIVERFRONT
1100 NEW YORK AVE NW	GREYHOUND BUILDING
1300 I ST NW	FRANKLIN BUILDING
300 NEW JERSEY AVE NW / 51 & 53 LOUISIANA AVE NW	AMERICA'S SQUARE
2200 PENNSYLVANIA AVE NW	-

400 & 444 N CAPITOL ST NW	NORTH CAPITOL PLAZA BLDG
601 13TH ST NW	HOMER BUILDING
1099 14TH ST NW	FRANKLIN COURT
1201 PENNSYLVANIA AVE NW	DC ONE ASSOCIATES
550 12TH ST SW	POTOMAC CENTER SOUTH
701 13TH ST NW	ONE METRO CENTER
90 K ST NE	Sentinel Square I
1615 L ST NW	-
131 M ST NE	ONE NOMA STATION
401 9TH ST NW	MARKET SQUARE NORTH
901 D ST SW	-
529 14TH ST NW	NATIONAL PRESS BUILDING
1111 N CAPITOL ST NE	NPR HEADQUARTERS
3900 WISCONSIN AVE NW	FANNIE MAE
1152 15TH ST NW	COLUMBIA CENTER
1000 CONNECTICUT AVE NW	-
1101 NEW YORK AVE NW	-
1700 K ST NW	WINSTON & STRAWLLP
80 M ST SE	NAVY YARD METRO CENTRE
425 I ST NW	CHESTER A ARTHUR BLDG
1625 I ST NW	-
355 E ST SW	PATRIOTS PLAZA III
1875 CONNECTICUT AVE NW	UNIVERSAL NORTH
1350 I ST NW	FRANKLIN PARK
1100 1ST ST NE	-
25 MASSACHUSETTS AVE NW	REPUBLIC SQUARE I
33 & 51 N ST NE & 1300 1st ST NE	Capitol Square
2101 L ST NW	-
64 NEW YORK AVE NE	-
1501 K ST NW	INVESTMENT BLDG
555 11TH ST NW**	LINCOLN SQUARE
3400 INTERNATIONAL DR NW	INTELSAT BLDG I
1200 K ST NW	PBGC
600 2ND ST NE	-
2000 PENNSYLVANIA AVE NW**	-
750 1ST ST NE	APA BUILDING
800 17TH ST NW	PNC PLACE
0400 7TH ST SW	Constitution Center
1100 15TH ST NW	Fannie Mae Building
655 New York Ave NW	
1120 VERMONT AVE NW	
1201 NEW YORK AV NW	
0400 C ST SW	Federal Center Plaza
1025 F ST NW	The Woodlies Building
0628-0650 MASSACHUSETTS AV	
0600 MASSACHUSETTS AVE NW	
1015 HALF ST SE	
0701 9TH ST NW	

2000 L ST NW	
2215 CONSTITUTION AVE NW	American Pharmacists Assn
5335 WISCONSIN AVE NW	Chevy Chase Pavillion
1333 NEW HAMPSHIRE AV NW	

SIDE LETTER ON SEXUAL HARASSMENT

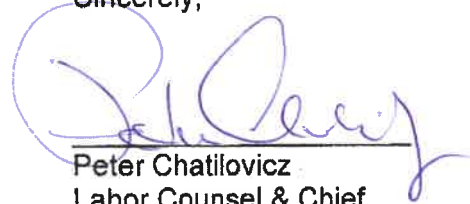
October 16, 2019

Dear Jaime:

The parties spent considerable time during negotiations discussing the importance of avoiding and/or removing sexual harassment in the workplace. To that end, each contractor has agreed to have a Sexual Harassment Policy and that such policy shall be distributed following completion of the parties' negotiations. Further, the parties have agreed that the principles set forth in the statement attached to this letter shall apply to the parties and are subject to Article 12 of this Agreement.

My signature shall serve as WSCA's agreement to this letter and the attachment. Please sign below on behalf of the Union

Sincerely,



Peter Chatilovicz
Labor Counsel & Chief
Negotiator for WSCA
Group

Attachment

AGREED TO:



Jaime Contreras
SEIU 32BJ

SEXUAL HARASSMENT IN THE WORKPLACE

- A. The employer and the union agree that all employees are entitled to work in an environment free from sexual harassment. The Employer will not tolerate sexual harassment whether conducted by employees or supervisors.
- B. An employer shall be required to have a sexual harassment policy, printed in both English and Spanish, which shall be the policy that employees are required to follow and which the Employer shall use for purposes of governing sexual harassment in its workplace. To that end, on or before March 1, 2020, the employer shall provide each employee with a copy of its policy. Such policies shall be provided to the Union, upon its request.
- C. Employees will report instances of sexual harassment to the person designated in the Employer's policy and/or manager of the Employer. Reports of sexual harassment shall be investigated promptly by the Employer. The Employer will provide the accuser a response to its findings and any actions taken within a reasonable time period. Where appropriate, the response will be in writing.
- D. Examples of sexual harassment include, but are not limited to:
- unwelcome sexual advances
 - Inappropriate touching or contact
 - Offensive jokes or conversation of a sexual nature or disparaging comments concerning one's sexual orientation or gender identity
 - Showing or sharing lewd pictures or video
 - when an employee's rejection of verbal or physical conduct of a sexual nature results in discipline or other adverse action
 - Conduct of a sexual nature that interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment.
- E. In the event an employee has made a harassment claim regarding someone who is not an employee, the employer shall advise the third party of the allegation and, at the employee's request, endeavor to provide the employee with a temporary alternative work location away from the alleged harasser.
- F. Upon receiving a report of sexual harassment by an employee, the Employer will take reasonable steps to ensure the employee accused does not have direct contact with the employee they are alleged to have

harassed until such time as the employer has completed its investigation and made a determination as to the allegation. Appropriate action shall be taken thereafter. The employer has the right to transfer an accused employee between work sites or suspend an employee where appropriate 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.

- G. If the employer determines that an employee has engaged in sexual harassment, the employee will be subject to disciplinary action, up to and including termination of employment. The following language will be added to the list of "Grounds for immediate termination" in Section 11.1 of the Agreement: "Serious acts of sexual harassment or misconduct."
- H. There shall be no retaliation against employees who report claims of sexual harassment or who participate in an investigation concerning sexual harassment.