

# **SEIU LOCAL 32BJ**



## **DELAWARE CONTRACTORS AGREEMENT**

**JANUARY 1, 2020 to DECEMBER 31, 2023**

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## **2020 Delaware Contractors Agreement**

This agreement is between SEIU Local 32BJ (hereinafter “the Union”) and the undersigned cleaning contractor, (**cleaning Contractor**), (hereinafter “the Employer”).

### **Article 1. Recognition**

- 1.1 This agreement shall apply to all service employees employed in any facility in New Castle County and Wilmington, Delaware excluding commercial office buildings under 100,000 square feet, except that economic terms and conditions for residential buildings, hospitals, department stores, schools, charitable, educational and religious institutions, race tracks, nursing homes, theaters, hotels, shopping malls, golf courses, bowling alleys, warehouses, route work, bank branches, airports and industrial facilities shall be set forth in riders negotiated for each location covered by this agreement. Article 9.2 shall not apply during negotiations for a rider agreement.
- 1.2 The Employer shall be bound by the applicable area-wide agreements for all work performed within and subject to the scope of those agreements for all areas within the Union’s jurisdiction, including the following agreements and successor agreements thereto: (a) the 2020 New York City Independent Contractors Agreement (or its RAB counterpart); (b) the 2020 Long Island Contractors Agreement; (c) the 2020 Hudson Valley and Fairfield County Contractors Agreement; (d) the 2020 Hartford/Connecticut Agreement; (e) the 2020 New Jersey Contractors Agreement; (f) the 2015 Philadelphia BOLR or Independent Contractors Agreement; (g) the 2019 Philadelphia Suburban Contractors Agreement; (h) the 2019 downtown Pittsburgh Contractor Agreements; (i) the 2019 Allegheny County (PA) Agreement; (j) the 2019 Washington Service Contractors Agreement; and (k) the 2016 Maintenance Contractors of New England Agreement. In addition, the Employer also agrees to be bound by the Union’s recognition agreement applicable to Greater Miami.
- 1.3 Route work is all work performed by the Employer other than in facilities where the Employer contracts directly with the owner and/or agent. Transit terminals and complexes of contiguous commonly owned commercial buildings of 100,000 square feet or more, shall be subject to the terms of this Agreement.

- 1.4 If the Employer takes over jobs subject to rider agreements, it shall assume and be bound by the remaining terms of any such Rider agreements between the Union and the predecessor Employer. Such Rider Agreements shall be supplied in advance to the Contractors who bid on the work.
- 1.5 The Union is recognized as the exclusive collective bargaining representative for all classifications of service employees within the bargaining unit defined above. "Service employees" as used in this Agreement is intended to cover the classifications and employees covered under the Independent Contractors Agreement.
- 1.6 Upon the Union's written request, except where prohibited by law, the Employer shall within seven (7) business days of the Union's written request make its best efforts to provide the Union with a list of all its locations subject to the Agreement where it provides services. Upon the Union's written request, except where prohibited by law, the Employer will provide the Union in writing the name, address, job classification, social security number (last four digits), hours of work, and present wage rate of each employee assigned to each location. In no event shall the Employer provide such information to the Union more than ten (10) business days after the Union's written request. The Employer shall monthly notify the Union in writing of the name, social security number (last four digits), home address, wage rate, job assignment and shift of each new employee engaged by the Employer. The Employer shall also monthly notify the Union in writing of all changes in employees' work status, including increases or decreases in working hours, changes in wage rates and/or work locations, terminations or separations, and change in status from temporary to permanent, where applicable.
- 1.7 Immediately upon notification that the Employer has become a service provider at a new location subject to this Agreement, the Employer shall notify the Union in writing, sent by facsimile to the Union, at its main offices, of the new location and the date on which it is to commence performing work at that location.
- 1.8 The Employer will not impede, and the Union shall have the right of, access to its employees at the work-site. The Union will not disrupt the employees' work and shall provide reasonable notice. The Union and the

Employer will develop procedures to provide for Union access appropriate for work sites with special security requirements.

- 1.9 The Employer (and its agents) will not take any action or make any statements that will state or imply opposition to the employees selecting the Union as their collective bargaining agent. Where required by law, upon the Union's demonstration that a majority of employees at a location (or contiguous grouping of locations) or at any other appropriate grouping of locations at the Union's option, have designated the Union as their bargaining representative by signing authorization cards or petitions, the Employer shall recognize the Union for that location or locations.
- 1.10 The Employer shall notify the Union immediately in writing as soon as (in no event later than five (5) business days after) the Employer receives written cancellation of an account/location. Within five (5) business days after receiving cancellation notice, the Employer shall provide to the Union a list of all employees at the account/location, their wage rates, the number of hours worked, the dates of hire, the benefit fund contributions made for employees (via benefit fund remittance reports, and supplements to such reports that detail any changes), and vacation entitlement and usage.

## **Article 2. Union Security and Check-off**

- 2.1 It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the 31<sup>st</sup> day following the date this Article applies to their work- location or their employment whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed. In the event the Union security provision of this Agreement is held to be invalid, unenforceable, or of no legal effect generally or with respect to any Employer because of interpretation or a change in federal or state statute, city ordinance or rule, or decision of any government administrative body, agency or subdivision, the permissible Union security clause under such statute, decision or regulation shall be enforceable as a substitute for the Union security clause provided for herein.
- 2.2 Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the

propriety of doing so, he or she shall be discharged within 15 days of the letter if prior thereto he or she does not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within 10 days after written notice of the determination has been given to the Employer.

- 2.3 The Employer shall be responsible for all revenue lost by the Union by reason of any failure to discharge an employee who is not a member of the Union, if the Union has so requested in writing. In cases involving removal of employees for non-payment of the requirements of this Article, the Arbitrator shall have the authority to assess liquidated damages.
- 2.4 The Union shall have the right to inspect the Employer's payroll records to determine the employees of the Employer who are covered by this Agreement.
- 2.5 The Employer agrees to deduct monthly dues, initiation fees, American Dream Fund or Political Action Fund contributions, from the wages of an employee, when authorized by the employee in writing in accordance with applicable law. The Union will furnish to the Employer the necessary authorization forms. The Employer shall maintain accurate employee information and transmit dues, initiation fees, political fund contributions, and all legal assessments deducted from employees' paychecks to the Union electronically via automated clearing house (ACH) or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

The Union shall designate an official in its Dues Department to facilitate collection for work sites covered by this Agreement. That individual, along with a designee from the Union's Mid-Atlantic District, will

respond to Employer phone calls and e-mails as promptly as possible. No interest or penalties will be imposed if the Employer makes a good-faith effort to remit payment.

- 2.6 If the Employer fails to deduct or remit to the Union the dues or other monies in accordance with this section by the twentieth (20<sup>th</sup>) day of the month, the Employer shall pay interest on such dues, initiation fees, or contributions at the rate of one percent per month beginning on the twenty-first (21<sup>st</sup>) day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.

If the Employer fails to remit dues, agency fees, initiation fees, and ADF or other Political Action Fund contributions (collectively, "dues") required to be remitted pursuant to the Collective Bargaining Agreement for three (3) or more months during the terms of this Agreement, regardless of whether or not those months are consecutive, the Union may refer the matter to the Grievance Committee under Article 4, which will consider the matter at its next monthly meeting. If the matter is not resolved by the Grievance Committee, the Union may seek expedited arbitration to collect the unpaid dues.

In any expedited arbitration under this section, if the Union prevails in any part of its claim for unpaid dues, the full fee for the arbitration shall be borne by the Employer and the arbitrator shall award interest in the amount, if any, established in this Agreement.

For the purposes of this section, an expedited arbitration must be held no later than twenty-one (21) calendar days from the date of the written demand for arbitration made by the Union. The arbitrator shall be selected in accordance with Article 4 of this Agreement. If no arbitrator is available within the established time period, the parties shall select the arbitrator with the earliest available date. The arbitrator shall not grant any adjournments except on mutual consent of the parties. Any expedited arbitration hearing held pursuant to this section shall continue from day to day until completed, and the parties shall not be permitted to submit post-hearing briefs. The arbitrator shall issue an opinion and award within seven (7) days of the close of the hearing.

- 2.7 If an employee does not revoke his or her dues check-off authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have



renewed his or her authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.

- 2.8 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. The Employer will permit the Union to meet with each newly hired employee who is not already a Union member for up to thirty (30) minutes of paid time at the employee's worksite at a date and time arranged between the Union and the Employer's management at the site.

### **Article 3. Management Rights**

- 3.1 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 layoff employees because of the lack of work, establish work rules; determine work loads, 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.
- 3.2 Employees shall not be discharged, suspended or otherwise disciplined by the Employer without just cause after a sixty (60) day trial or probationary period.
- 3.3 The Employer shall give any employee discharged or disciplined a written statement of the grounds for the discharge or discipline within a reasonable period of time not to exceed ten (10) working days after the discharge or discipline. The Employer shall provide the Union with a copy of any such statement at the same time. The Employer agrees to administer discipline progressively for non-serious disciplinary issues. The steps shall be verbal documented, written warning, written warning w/a suspension and termination, all similar in nature. Any warning notices entered into an employee's personnel file shall not be considered for purposes of assessing discipline after a thirteen (13) month period, provided

the employee has not committed a similar offense within the thirteen (13) month period following the warning notice.

#### **Article 4. Grievance/Arbitration**

- 4.1 In the case of any dispute (not arising out of the demand by either party for a modification of any of the terms of this Agreement, or the making of terms of a new agreement upon the expiration of this Agreement) between the Union and the Employer, or between any employee and the Employer, the same shall, in the first instance, be taken up for adjustment between the duly designated officer or agent of the Union and the Employer.
- 4.2 Should the Employer and Union representatives be unable to reach an agreement within five (5) days following the last meeting and/or discussion between the parties, the matter shall be referred to a Grievance Committee. The Committee (comprised of representatives from the following Employers: ABM Janitorial Services, Bravo Building Service, CSI International, Arthur Jackson Company, GDI Services, and Elite Building Services) shall consist of two representatives designated by an association of Employers signatory to this Agreement (or such other group of employers deemed acceptable by the Employer), and two representatives designated by the Union as arbitrators. The Grievance Committee shall set a meeting date to resolve the grievance, which date shall not be later than twenty-one (21) calendar days following the notice to the Grievance Committee. Failure of either party to meet within said twenty-one (21) calendar days to resolve said grievance shall result in the grievance being decided in favor of the other party; provided, however, that the parties may, by mutual agreement, extend the times set forth in this agreement. The decision by a majority of the Grievance Committee at this step of the grievance procedure shall be final and binding on the parties involved, and shall be regarded as an arbitrator's decision. Should the Grievance Committee fail to reach an award by majority decision within a week from the submission thereof, then the matter shall thereafter, upon written demand of either party, be submitted for arbitration to an arbitrator designated by the American Arbitration Association in accordance with its then prevailing rules.
- 4.3 The Employer agrees that, in the event the Union initially declines to pursue a grievance to arbitration concerning the suspension or discharge of an employee, the time strictures for filing for arbitration shall be tolled

pending the employee exhausting his or her appeal rights pursuant to the Union's Constitution and By-Laws, provided the following requirements are satisfied: (i) prior to the time for submitting the matter to arbitration as set forth above, the Union sends a written notice to the employee advising him/her of the right to appeal the Union's decision not to advance the grievance to arbitration, and the Union provides the Employer with a copy of that Appeal Notice; and (ii) the Union files for arbitration within the earlier of 120 days following the date of the Appeal Notice or 10 days following the Union's decision to grant the employee's appeal and pursue the grievance to arbitration.

- 4.4 If there is no Employer association (or group of employers) and the Grievance Committee has not been constituted, then the matter shall thereafter, absent agreement by the parties, upon written demand of either party, be submitted for arbitration to an arbitrator designated by the American Arbitration Association in accordance with its then prevailing Labor rules.
- 4.5 A decision of the arbitrator shall be final and binding upon the parties. It is agreed that the cost of such arbitrator shall be borne equally by the parties.

It is agreed that a grievance may be heard by any three of the four members of the Grievance Committee, and an award entered unanimously by such three members of the Grievance Committee shall be valid and enforceable, final and binding. The arbitrators appointed or chosen hereunder to whom any grievance or dispute shall be submitted shall not have jurisdiction or authority to change or add to any provision of this Agreement.

## **Article 5. Contractor Transition**

- 5.1 When taking over or acquiring an account/location covered by this Agreement, the Employer is required to retain the incumbent employees and to maintain the same number of employees (and their hours) as were employed at the account/location by the predecessor employer, provided that the staffing level does not exceed the level in effect ninety (90) days prior to the takeover, except where there were increases in the staffing levels during that period resulting from customer requirements. Any employer who adds employees to any job in anticipation of being terminated from that job shall be required to place the added employees on its payroll permanently. These

employees shall not replace any regular employees already on the payroll of that employer. The Employer may not reduce the staffing level on takeover of the account/location unless the Employer can demonstrate an appreciable decrease in the work to be done.

- 5.2 Employees retained by the employer shall be given credit for length of service with the predecessor employer(s) for all purposes including but not limited to seniority, personal days, and vacation entitlement, and completion of the trial period. Employees retained on takeover shall not have their rates of pay, hours worked or other terms and conditions reduced.
- 5.3 The Employer shall be required to notify immediately in writing the Union as soon as the Employer receives written cancellation of an account/location. Within two business days of such cancellation notice, the Employer shall provide to the Union a list of all employees at the account/location, their wage rates, the number of hours worked or regularly scheduled, the dates of hire, the number of sick days, personal days, the number of holidays, benefit contributions made for employees, and vacation benefits.
- 5.4 Failure of the Employer to notify the Union as required in 5.3, coupled with the successor employer's failure to recognize the Union and to maintain the terms and conditions of this agreement, will require the Employer to pay liquidated damages to the affected employees equal to two months wages.
- 5.5 When an Employer bids on work covered by this Agreement, the Union will provide in a timely manner to all invited bidders, upon their written request, the information described in the 5.3 above. Inaccuracies in the information provided by the incumbent Employer shall not excuse any obligations under this agreement of the Employer acquiring the account/location.
- 5.6 The Employer shall provide the Union within five (5) business days of taking over the account/location the names, rates of pay, hours and other benefits provided at the location.
- 5.7 Vacation, sick day, and personal day rights of employees shall not be affected by a change of Employer so long as the employees remain in the employ of the new Employer, and the new Employer shall thereupon be responsible for the payment of same. The predecessor Employer shall

notify the new Employer, and the Union, of the amount of vacation, sick days, and personal days to which each employee is entitled during the year that the contract changes, and the amount of vacation, sick days, and personal days, each employee has already taken, so that the new Employer is aware of the employees' remaining vacation leave during the course of the year.

## **Article 6. Seniority and Bumping**

- 6.1 After completion of the probationary period, an employee shall attain seniority as of his/her date of employment. Seniority of an employee shall be based upon total length of service with the Employer or in the location, whichever is greater. Location shall be defined as the building or buildings located in the same complex covered by the same contract between the Employer and the managing agent or owner.
- 6.2 In the event of a layoff due to a reduction in force, the inverse order of classification seniority, where applicable, shall be followed. Classifications shall not be based on the hours that employees work. In the event of bumping, there shall be no more than one bump. For layoffs within a building, seniority shall be based upon total length of service in the building.
- 6.3 In the event of a layoff due to the loss of a building to a non-union employer, ninety (90) days after the lay-off or reduction from the location (as defined in 6.1), employees may bump the least senior employee within their classification within New Castle County (excluding Wilmington) or within Wilmington depending where they were employed.
- 6.4 Seniority shall continue to accrue while an employee is on leave of absence for less than twelve (12) months, or for up to one year for employees laid off or covered by a workers compensation claim.
- 6.5 Seniority rights are lost if any employee quits, is discharged for cause, fails to report or communicate within five (5) days after notice of recall or is otherwise terminated or laid-off or covered by a workers compensation claim for more than twelve months.
- 6.6 Seniority shall prevail for the assignment of vacation selections. Overtime shall be offered to all employees in rotation by seniority. Nothing in this provision is intended to prevent the Employer from offering extra hours to part-time employees rather than to full time employees where the latter would receive overtime pay for those hours.

- 6.7 There shall be no transfer of employees from one location to another without the Union's consent.

If a customer, in writing, bars an employee from a location, but the Employer lacks good cause to terminate the employee, the Employer will place the employee in a similar job in another facility covered by this Agreement without loss of entitlements, seniority, or reduction in pay, benefits, or, to the extent possible, hours. In the event an employee is transferred to another building and is not filling a vacant position, the Employer shall seek volunteers for transfer to the building from which the initial transfer occurred on the basis of seniority within the job title. If there are no volunteers, the junior employee shall be selected for transfer and receive the same protections offered to the transferred employee. The Employer may not solicit a demand from a customer that an employee be removed from a location in order to circumvent Section 3.2 of this Agreement.

- 6.8 Employees laid-off shall have recall rights for up to twelve (12) months to open positions in locations within either New Castle County (excluding Wilmington) or within Wilmington depending where they were employed when laid-off.

### **Article 7. Workload/Reductions**

- 7.1 No employee shall be assigned an unreasonable workload.
- 7.2 The Employer shall not reduce the workforce assigned to any location either through attrition or lay-off without bargaining with the Union first, such bargaining to take place on an expedited basis

### **Article 8. Prior Better Terms and Conditions**

- 8.1 At any location where the Employer is currently maintaining terms and conditions that are more favorable to employees (or some of them) than those provided for in this Agreement for that location, those terms and conditions shall continue to apply to the affected employees unless the Union and the Employer otherwise provide.
- 8.2 The Employer shall assume and be bound by any rider agreement upon assuming operations at the account or location to which the rider agreement applies.

## **Article 9. Picket Line/No Strike Clause**

- 9.1 No employee covered by this Agreement shall be required to pass lawful primary picket lines established in an authorized strike, including picket lines established by Local 32BJ pursuant to an authorized strike at another job location. The Employer may not permanently replace or discipline any employee because he or she refuses to pass such a picket line.
- 9.2 There shall be no lockouts, and no strikes except that the Union may call a strike or work stoppage (a) after forty-eight hours notice where the Employer has violated Article 1 of this agreement, (b) where the Employer fails to comply with an Arbitrator's Award within three weeks after the Employer's receipt of the award, or (c) after forty- eight hours notice where the Employer has failed provide the Union with information or notices required by Article 5 above.
- 9.3 The Employer shall provide staffing information to the Union upon its request for any job which it currently services within five (5) business days of the request. If such information is not provided, the Union shall have the right to engage in a work stoppage until such information is supplied.

## **Article 10. Leaves of Absence**

- 10.1 Employees may request a sixty (60) day Personal or Emergency Leave if they have been employed at least twelve (12) months. The employee must request Personal Leave in writing thirty (30) days prior to the date of the requested leave. The Employer shall not unreasonably withhold approval of such leave providing that the leave is compatible with the proper operation of the location. Emergency Leave may be requested on an emergency basis, provided that upon the employee's return to work the employer may request documentation of the emergency. No employee shall be entitled to a personal leave of absence more than once in a twelve (12) month period, unless otherwise required by law.
- 10.2 Employers shall provide employees with leaves of absence for union related activities, where practicable, provided that such leave shall not be unreasonably denied. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time.

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

**Article 11. Vacations**

11.1 All employees shall receive paid vacations according to the following schedule:

<b>Years of Service</b>	<b>Weeks of Paid Vacation</b>
1	1
3	2
8	3
18	4

11.2 The employee's vacation shall be paid at the employee's current rate of pay.

11.3 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.

11.4 The Employer agrees to pay all employees for all unused vacation upon separation on the next practical pay day. The amount of vacation pay is pro-rated based on the amount of service since the last anniversary day of the employee.

11.5 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.

11.6 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 employee for vacation on the same day, seniority will prevail.

11.7 When the Employer takes over a Union contractor's account, the Employer will recognize seniority, past service, earned vacation, sick days, and personal days and employees shall not be required to serve a new probationary period. The successor Employer shall pay the balance due at the time the



vacation is accrued and taken and shall recognize and grant the full time off that is due.

- 11.8 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.
- 11.9 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.
- 11.10 Whenever an eligible employee is scheduled to take a full week's vacation, which shall include a week where an employee takes four (4) days in conjunction with a holiday that week, the Employer shall pay the full vacation pay to the employee no later than the employee's last scheduled day of work prior to the beginning of the employee's vacation, provided that the vacation was requested at least thirty (30) days in advance. Further, should an eligible employee have his/her employment terminated, the Employer shall pay the employee such vacation along with the employee's last paycheck. Whenever an Employer fails to pay vacation pay in accordance with this Section, the employee will receive one (1) additional day of paid vacation.

### **Article 12. Personal Days**

- 12.1 In order to receive a paid personal day, an employee must give the Employer at least four (4) hours notice. All employees shall receive three (3) paid personal days per year. Effective January 1, 2018, all employees shall receive four (4) paid personal days per year.

### **Article 13. Funeral Leave**

- 13.1 In the event of a death in the employee's immediate family (parent, spouse, child, mother/father in-law, stepchild, brother, sister, grandparent, grandchild, and domestic partner) requiring the employee's absence from the employee's regularly scheduled assignment, the employee shall be permitted to take a leave of absence of three (3) consecutive work days within fourteen (14) calendar days following the date of death and shall be paid for any time lost from his/her regular schedule as a result of such absence. Under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary.

Employees shall provide prior notice to the Employer of the identity of the domestic partner. The Employer shall provide forms to the employees allowing them to identify their domestic partner.

- 13.2 In the event of a death in the employee's spouse's family (mother-in-law, father-in-law, sister-in-law, brother-in-law), the employee shall be permitted to take a leave of absence of one (1) work day within fourteen (14) calendar days following the date of death, and shall be paid for any time lost from his/her regular schedule as a result of such absence.
- 13.3 An employee may be required to submit proof of death and/or that the deceased was within the class of relatives specified and/or that the employee attended the funeral

**Article 14. Health Insurance**

14.1 The Employer agrees to make payment into a health trust fund, known as the "Building Service 32BJ Health Fund" to cover employees covered by this Agreement and/or group life insurance coverage under such provisions, rules and regulations and for such benefits as may be determined by the Trustees of the fund, as provided in the Agreement and Declaration of Trust, at the contribution rates provided for herein.

14.2 Effective January 1, 2020, the Employer shall contribute to the Fund \$630 per month for each regular fulltime employee.

Effective January 1, 2021 the rate of contribution to the Fund shall be \$653 per month for each regular fulltime employee.

Effective January 1, 2022, the rate of contribution to the Fund shall be \$677 per month for each regular fulltime employee.

Effective January 1, 2023, the rate of contribution to the Fund shall be \$709 per month for each regular fulltime employee.

- 14.3 Full-time employees shall be defined as those employees regularly employed (35) thirty-five hours or more per week.
- 14.4 Any Employer who has a plan in effect prior to the effective date of this Agreement which provides health benefits the equivalent of, or better than, the benefits provided for herein, and the cost of which to the Employer is at least as great, may cover its employees under this existing plan or under

this Fund. If the Trustees decide the existing plan does not provide equivalent benefits, but does provide health benefits superior to one or more types of health benefits under this Fund, the Employer may participate in the Fund wholly, or partially for hospitalization and/or surgical coverage, and make its payments to the Fund in the amount determined by the Trustees uniformly for all similarly participating Employers.

- 14.5 If during the term of this agreement, the Trustees find the payment provided herein is insufficient to maintain benefits, and adequate reserves for such benefits, they shall require the parties to increase the amounts needed to maintain such benefits and reserves. In the event the Trustees are unable to reach agreement on the amount required to maintain benefits and reserves, the matter shall be referred to arbitration.
- 14.6 The Agreement shall be re-opened upon written notice to the Union from Employers employing one third of the employees subject to the Agreement within ninety (90) days of the implementation date of any new federal, state or local universal health care legislation in order to negotiate any necessary modification. If the Agreement is re-opened, Article 9 shall not apply.
- 14.7 Effective January 1, 2020, the Health Fund shall offer dependent health care coverage that satisfies the requirements of the Affordable Care Act, to eligible full-time employees who elect such dependent coverage in accordance with the Fund's enrollment procedures and agree to contribute at rates to be determined by the Health Fund Trustees. 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 a Section 125 Plan, prior to January 1, 2020. If the necessary confirmations and documentation can be provided, the Employer shall 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 choose between receiving the amounts above as cash paid in the employee's wages or paying the Health Fund for dependent health care 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 above and remit those employee contributions to the Health Fund in accordance with the Health Fund's policies and procedures.

Effective January 1, 2020, 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 below:

Effective January 1, 2020: \$1,386 per month  
Effective January 1, 2021: \$1,436 per month  
Effective January 1, 2022: \$1,488 per month  
Effective January 1, 2023: \$1,558 per month

Effective January 1, 2016, 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, 2020: \$756 per month  
Effective January 1, 2021: \$783 per month  
Effective January 1, 2022: \$811 per month  
Effective January 1, 2023: \$849 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 (91<sup>st</sup>) 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

### **Article 15. Legal Service Fund**

- 15.1 For all remittances due through October 31, 2021, the Employer agrees to contribute the sum of five (\$.05) cents per hour worked, not in excess of forty (40) hours per week for each employee. For all remittances due after November 1, 2021, the Employer agrees to contribute the sum of eight (\$.08) per hour worked, not in excess of forty (40) hours per week for each employee. Such contributions shall be. Such payment shall be in accordance with Article 16.4 of this Agreement and paid to the "SEIU Local 32BJ Building Operators Legal Service Fund" ("Legal Services Fund"), as set forth in the Legal Service Plan enumerating the services to be provided to said Legal Service Fund by the law firm of Spear, Wilderman, Borish, Endy, Spear and Runckel. The said contribution shall be paid on or before the fifteenth (15<sup>th</sup>) day of each month for hours worked in the prior month.
- 15.2 The Employer adopts the provisions of, and agrees to comply with and be bound by, the Trust Agreement establishing the Legal Services Fund and all amendments hereto, and also thereby irrevocably designates as his representatives the Trustees named as Employer Trustees in said Trust Agreement, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of said Trust, and all actions to be taken by such Trustees within the scope of their authority.

### **Article 16. Provisions Applicable to All Funds**

- 16.1 If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds' Trust Agreements, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, court costs, fees and interest.
- 16.2 Where a contributing Employer is regularly and consistently delinquent, the Trustees in their discretion may require such security as they deem necessary.

- 16.3 By agreeing to make required payments into the Funds, the Employer hereby adopt and shall be bound by the 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 Agreement, and shall adopt such regulations, as may be required to conform to applicable law, and which shall in any case provide that employees whose work comes within the jurisdiction of the Union (which shall not be considered to include anyone in an important managerial position) may only be covered for benefits if the building in which they are employed has a collective bargaining agreement with the Union. Any dispute about the Union's jurisdiction shall be settled by the Arbitrator if the parties cannot agree.
- 16.4 Employees shall have a waiting period of six (6) months before becoming eligible to be participants in the Funds, and no contributions shall be made on behalf of the employees over the six-month period. Effective January 1, 2014, employees shall have a waiting period of ninety (90) days before becoming eligible to be participants in the Funds, and no contributions shall be made on behalf of employees over the ninety-day period. Should the provision of the federal "Quality, Affordable Health Care Act for All Americans" relating to eligibility waiting periods be overturned before January 1, 2014, the parties agree to re-open this Section of the Agreement.

### **Article 17. Holidays**

- 17.1 All employees shall receive the following paid holidays: New Years Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Whenever any of these stated holidays shall fall on a Saturday or Sunday, it shall be observed on the following Monday or the preceding Friday, depending upon when the building is closed. Holiday pay shall be equally to an employee's regular straight time pay. An employee required to work on a holiday shall receive his/her regular pay plus his/her holiday pay
- 17.2 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 approved vacation or approved paid or unpaid leave.

## **Article 18. Union Rights**

- 18.1 Where permission is granted by the building owner/manager, the Employer shall furnish a bulletin board at a conspicuous location in each of the Employer's locations and shall permit representatives of the Union, including stewards, to post notices pertaining to Union affairs on the bulletin board.
- 18.2 The Employer will permit the Union Shop Stewards reasonable time to perform their duties during working hours in his/her building or complex. However, a Shop Steward must secure the approval of his non-Union supervisor before leaving his work station, which approval will not be unreasonably withheld. Union Stewards will not be docked for scheduled working time lost while attending a grievance meeting. The Union will notify the Employer in writing of all designated Shop Stewards.
- 18.3 Effective January 1, 2017, Shop Stewards will be granted one (1) day off per Contract year to attend Steward training class, provided written request is submitted to the Employer at least two (2) weeks in advance. The Employer will reimburse one (1) Steward per building for his/her daily scheduled hours for a maximum of one (1) day per Contract year.

## **Article 19. Vacancies and Promotions**

- 19.1 The Employer shall post all vacancies for a period of three (3) working days. Preference in filling vacancies shall be given to employees already employed in a building based on building seniority, provided such senior employee has the minimum skill and ability to perform the work. Part-time employees shall be given preference by seniority in bidding for open full-time positions.

## **Article 20. The Workweek, Overtime, and Method of Pay**

- 20.1 The Employer shall establish a regular workweek. Any work performed over forty hours in a week shall be paid at time and one half the employee's regular rate of pay. Employees who work at more than one location shall have their hours combined in determining their overtime pay.
- 20.2 The minimum regular schedule for employees shall be four (4) hours per shift, five (5) days per week.
- 20.3 Employees shall be paid a minimum of 4 hours pay per night when called in to work.

- 20.4 All wages, including overtime, shall be paid weekly in cash or check, by direct deposit, or via debit cards, with an itemized statement of payroll deductions. If the Employer currently provides employees with a hard-copy paystub, it shall continue to do so. If the Employer does not currently provide employees with a hard-copy paystub, upon reasonable request the Employer shall provide a hard-copy paystub(s) within three (3) working days. If a debit card is utilized as the sole means of payment, the Employer is responsible for all fees related to its usage incurred by a non-plan bank. If a regular pay day falls on a holiday, employees shall be paid on the preceding day.
- 20.5 Should the Employer fail to provide an employee with his/her weekly pay when payment such payment is normally made, the employee will be owed a penalty payment equal to the period of the delay (for example, payment made on a Monday following a Friday pay date shall result in an additional day of pay to the employee based on the employee's normal daily schedule of hours). Should there be a delay in excess of three (3) working days relating to payment of base pay to all of the employees at the building involved, the Union may, notwithstanding the no-strike provisions in this Agreement, strike the Employer in the particular building involved until full payment of base pay owed is received, should the Union so choose.

Should the Employer twice within a six (6)-month period fail to pay an employee a portion of his base wages (pay for straight-time hours, excluding overtime and premium pay) when such payment is due, upon the second occurrence the Employer shall pay the employee a penalty of 35% of the amount owed on the second occasion and on each subsequent occasion in the six (6)-month period; provided (i) each underpayment is at least 10% of the base pay that is due the employee for the work week involved, (ii) the Employer on both occasions has failed to rectify the underpayment within three (3) business days after being advised of the underpayment, and (iii) the shortage is due solely to an error made by the Employer.

## **Article 21. Immigration**

### 21.1 Work Authorization and Reverification

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



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

The Employer shall provide to the employee written notification when it contends that his/her work authorization documents or I-9 Form are deficient, or that the employee must reverify his/her work authorization, specifying (a) the specific document or documents that are deemed to be deficient and why the document or documents are deemed deficient; (b) what steps the worker must take to correct the matter; and (c) the employee's right to have a Union representative present during the verification or reverification process. The notice must be provided to the Union at the same time that it is sent to the employee so that the Union may comment on the communication.

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

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

The Employer shall grant up to four (4) months leave to the employee, without pay and benefits, in order to correct any work authorization issue. Upon return from leave and remediation of the issue, the employee shall return to his/her former position, without loss of seniority. If the employee does not remedy the issue within four (4) months, the employee may be discharged for cause.

## 21.2 No-Matches

Except as required by law, neither a Social Security Administrative "no-match" letter, nor a phone or computer verification of a no-match, shall constitute a basis for taking any adverse employment action against an employee, for requiring an employee to correct the no-match or for reverifying the employee's work authorization. Upon receipt of a no-match letter, the Employer shall notify the employee and provide the employee and Union with a copy of the letter.

## 21.3 Change in Social Security Number or Name

Except as prohibited by law, when an employee presents evidence of a name or social security number change, or updated work authorization documents, the Employer shall modify its records to reflect such change and the employee's seniority will not be affected. Such change shall not constitute a basis for adverse employment action, notwithstanding any information or documents provided at the time of hire, so long as the new evidence is genuine.

#### 21.4 Participation in E-verify and Similar Programs

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

- (a) Provide the Union a copy of its E-verify or other Memorandum of Agreement with the relevant government agency;
- (b) Shall not use E-verify except for new hires, unless required by law, or pursuant to a client request so long as permitted by law. For purposes of federal E-verify, an employee shall not be considered a new hire as provided in 8 CFR § 274a.2(b)(1)(viii); and
- (c) Provide any affected employee 4 months leave to correct a final non-confirmation or similar determination of lack of work authorization.

#### 21.5 Employment Records

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

### **Article 22. Successors, Assigns and Subcontracting**

- 22.1 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 government regulations regarding minority or female owned enterprises, in which event the Employer shall ensure that such enterprises employ bargaining unit employees under the wages and benefits provided under this Agreement.

- 22.2 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.
- 22.3 To the extent permitted by law, this agreement shall be binding on any other entities that the Employer, through its officers, directors, partners, owners, or stockholders, either directly or indirectly (including but not limited through family members), manages or controls, provided such entity or entities perform(s) work subject to this Agreement.

### **Article 23. Non-Discrimination**

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

#### 23.1 Sexual Harassment and Assault

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

- (a) The Employer and the Union agree that all employees are entitled to work in an environment free from sexual harassment and the Employer will not tolerate sexual harassment by co-workers or supervisors. The Employer will follow the steps set forth below with respect to allegations of sexual harassment, including allegations against a third party (neither a co-worker nor a supervisor).
- (b) Examples of sexual harassment include, without limitation:
1. Unwelcome sexual advances
  2. Inappropriate touching or contact

3. Offensive jokes or conversation of a sexual nature
  4. Showing or sharing lewd pictures or video
  5. Demeaning a person because of gender or gender identity
  6. Other conduct of a sexual nature that interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment
- (c) The Employer is to designate an official or maintain a hotline to receive employees' complaints of sexual harassment. Any complaint or report of sexual harassment should be made as promptly as possible to facilitate the Employer's investigation.
- (d) The Union will cooperate with the Employer in conducting any investigation of sexual harassment complaint or report. Upon the Union's request, and if the employee lodging the complaint does not object, the Employer will provide the Union with all material non-privileged information regarding the underlying facts. Whether or not the employee lodging a complaint objects, the Union shall be entitled to receive information concerning a bargaining unit employee who has been the subject of other allegation(s) of sexual harassment. If the employee lodging the complaint has objected, the Employer will make any redactions necessary to protect the identity of such employee. The Union will maintain the confidentiality of all information and documentation provided by the Employer.
- (e) Notice to the complaining employee regarding the results of the investigation and any action the Employer intends to take as a consequence of its findings will be in writing and, if the employee does not object, provided to the Union. Whether or not the employee lodging a complaint objects, the Union shall be entitled to receive the results of the investigation if the alleged harasser is a bargaining unit employee who has been the subject of other allegation(s) of sexual harassment. If the employee lodging the complaint has objected, the Employer will make any redactions necessary to protect the identity of such employee.
- (f) Upon receiving a report of sexual harassment by an employee, the Employer will take reasonable steps to ensure that such employee does not have direct contact with the employee he or she is alleged to

have harassed until such time as the Employer has completed its investigation and made a determination as to the allegation. The Employer has the right to transfer an accused employee to another work site on a temporary basis or, where appropriate, to suspend such employee until the investigation is complete. If necessary, the Employer may temporarily transfer both (or all) parties to separate work sites until the investigation is complete. Temporary transfers under these circumstances will be done by mutual agreement with the Union, which shall not unreasonably withhold its assent.

- (g) In the event an employee has made a harassment claim regarding a third party (someone who is not an employee of the Employer), the Employer will advise the employer of such person of the allegation and, if the aggrieved employee requests, endeavor to provide the aggrieved employee with a temporary alternative work location away from the alleged harasser. Where appropriate, the Employer will also advise the property owner or manager. In providing such reports, the Employer will request that the third-party employer or building owner or manager promptly take appropriate steps to prevent a continuation or repetition of the challenged behavior.
- (h) Any employee who, after appropriate investigation, is found to have engaged in sexual harassment of another employee will be considered to have committed a serious act of misconduct and will be subject to disciplinary action, up to and including dismissal.
- (i) The Employer will not retaliate in any way against an employee who reports a claim of sexual harassment or who participates in a sexual harassment investigation.
- (j) Upon the Union's request, the Employer will provide the Union with the name of any official it designates to receive complaints of sexual harassment and will furnish the Union with documentation regarding the training it provides to its employees and supervisors.
- (k) The Union shall designate one or more officials to work with Employers in connection with sex harassment claims lodged with an Employer by or regarding an employee. The Union will provide the Employer with the name of such official(s) who will be trained regarding sex harassment and handling sex harassment claims. All

interactions between an Employer and the Union regarding sex harassment claims and issues shall be with such Union official(s).

**Article 24. Wages**

24.1 The minimum wage rate for cleaners shall be:

Effective February 1, 2020: \$13.10

Effective January 1, 2021: \$13.75

Effective January 1, 2022: \$14.35

Effective January 1, 2023: \$15.00

The minimum wage for new hires shall be 75 cents below the above minimum rate during the first six months of their employment.

24.2 All cleaners shall receive either the minimum hourly rate provided for above or the following increases, whichever results in the higher rate of pay:

Effective February 1, 2020: \$0.60

Effective January 1, 2021: \$0.65

Effective January 1, 2022: \$0.60

Effective January 1, 2023: \$0.65

24.3 Lead-persons and handypersons shall be paid \$2.00 per hour more than the minimum rate provided for cleaners or shall receive the overscale increase as provided above if those increases shall result in a higher rate of pay.

24.4 The minimum wage rate for all cleaners shall be at all times at least fifty cents (\$.50) above the applicable statutory minimum wage for cleaners.

**Article 25. Most Favored Nations**

25.1 If the Union agrees to different economic terms and conditions more favorable to the Employer at any location, those terms and conditions shall

apply to any other Employer who takes over that location for the duration of the Union's agreement with the prior Employer.

25.2 In the event that the Union enters into a contract or rider on or after December 1, 2023 for a Class A or B commercial office building, whose economic terms or conditions are more favorable to such Employer than the terms contained in this agreement with respect to that building, the Employer shall be entitled to and may have the full benefit of any and all such more favorable terms for any of its similar buildings, upon notification to the Union. This clause shall not apply to contracts or riders entered into before December 1, 2023 even if the terms of any such contracts extend beyond that date, provided that any such riders set forth a schedule of wage and benefit increases.

**Article 26. Duration**

26.1 This agreement shall be effective from January 1, 2020 until midnight December 31, 2023.

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

**For: SEIU Local 32BJ:**

**For:** \_\_\_\_\_

\_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date*

\_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date*

## **SIDE LETTER ON BI-WEEKLY PAY SYSTEMS**

It is the parties' understanding that Employers who currently maintain bi-weekly pay systems shall not be required to convert their existing accounts/locations to a weekly system until December 31, 2011.

## **SIDE LETTER ON INCREASING DAILY HOURS**

All signatory employers to the 2020 Delaware Contractors Agreement agree to transition fifty percent (50%) of the buildings covered under the Delaware Contractors' Agreement to 5 hours per shift, 5 days a week, by December 31, 2023. This shall be accomplished in the following manner:

The Union and the Employers will form a committee. The committee will create a list of buildings and a transition schedule resulting in the above stated goal. All signatories to the 2020 Delaware Contractors' Agreement will have an opportunity to serve on the committee. If, due to documented building owner objection, the signatory contractors are unable to implement the schedule created by the committee, the schedule will be bargained into the next Delaware Contractors' Agreement.



**Appendix A: Provisions Relating to New Castle County**

- a. The recognition procedure attached hereto shall apply to all Employer accounts in New Castle County or Wilmington that come within the terms of Article 1.1., except that commercial office buildings under 125,000 square feet shall be excluded for New Castle County.
  
- b. Upon the Union demonstration of majority support in either a building or the Employer's covered work within New Castle County, the terms of the Delaware Contractors Agreement shall apply to that building or work, except that Article 24 shall be modified as provided below:

24.1. The minimum wage rate for cleaners shall be:

Effective February 1, 2020: \$12.75  
Effective January 1, 2021: \$13.40  
Effective January 1, 2022: \$14.10  
Effective January 1, 2023: \$14.80

24.2. All cleaners shall receive either the minimum hour rate provided for above or the following increases, whichever results in the higher rate of pay:

Effective February 1, 2020: \$0.65  
Effective January 1, 2021: \$0.65  
Effective January 1, 2022: \$0.70  
Effective January 1, 2023: \$0.70

24.3. Leadpersons and handypersons shall be paid \$2.00 per hour more than the minimum rate provided for cleaners or shall receive the overscale increase as provided above if those increases shall result in a higher rate of pay.

24.4. The minimum wage rate for all cleaners shall be at all times at least fifty (50) cents above the applicable statutory minimum wage for cleaners. The minimum wage for new hires shall be 75 cents below the above minimum rate during their first six months of employment.