

AGREEMENT

Between

**BUILDING OPERATORS LABOR RELATIONS DIVISION
OF BUILDING OWNERS AND MANAGERS ASSOCIATION
OF PHILADELPHIA, SUBURBAN SECTION**

and

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 32BJ**

TERM:

DECEMBER 16, 2019

TO

DECEMBER 15, 2023

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AGREEMENT

This multi-employer agreement (“Agreement”) entered into this 16th day of December, 2019 by and between **BUILDING OPERATORS LABOR RELATIONS DIVISION OF BUILDING OWNERS AND MANAGERS ASSOCIATION OF PHILADELPHIA, SUBURBAN SECTION** (hereinafter called “BOLR”) acting for and on behalf of such of its contractor members (each of whom hereafter referred to as “Employer”) on the one hand, and **SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 32BJ** (hereinafter “the Union”) on the other hand. The Union and BOLR, intending to be legally bound, hereby agree as follows:

ARTICLE 1 - RECOGNITION

- 1.1. This Agreement shall apply to all service employees employed in any facility, in Delaware, Chester, Bucks, and Montgomery Counties in Pennsylvania, excluding commercial office buildings under 100,000 square feet, except that economic terms and conditions for residential buildings, hospitals, department stores, schools, charitable, educational and religious institutions, race tracks, nursing homes, theaters, hotels, shopping malls, golf courses, bowling alleys, warehouses, route work, bank branches and industrial facilities shall be set forth in riders negotiated for each location covered by this Agreement. 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 2016 Independent or Realty Advisory Board on Labor Relations, Inc. Contractors Agreements; (b) the 2016 Long Island Contractors Agreement; (c) the 2016 Hudson Valley and Fairfield County Contractors Agreement; (d) the 2016 Hartford/Connecticut Contractors Agreement; (e) the 2016 New Jersey Contractors Agreement; (f) the 2019 Philadelphia BOLR (City Section) Contractors Agreement; (g) the 2016 Delaware Contractors Agreement; (h) the 2019 Suburban Pittsburgh Contractors Agreement; (i) the 2019 Pittsburgh Central Business District Contractors Agreement; (j) the 2019 Washington Service Contractors Agreement; and (k) the 2016 New England Contractors Agreement.**
- 1.3. Route work and construction final cleaning 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, the Employer and the Union 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 this 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.

After the Employer for the second time within the term of this Agreement fails to provide the above information as required, the Employer shall be required to pay the sum of Five Hundred Dollars (\$500.00) to the BOLR Scholarship Fund by the 15th day of the following month. BOLR shall notify the Union of receipt regarding each such payment. Should an Employer fail to make a payment, the Union retains the right to grieve and arbitrate this matter.

- 1.7. Immediately upon the Employer being notified that it will become a service provider at a location subject to this Agreement, the Employer shall notify the Union in writing, sent by facsimile to the Union, at its main offices, of such 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 written notice of its visit to the work-site at least forty-eight (48) hours in advance, unless circumstances preclude such notice, in which case the Union shall provide as much notice as possible. The Union and the Employer will develop procedures to provide for Union access appropriate for work-sites with special security requirements. Any meeting among the employees conducted by the Union must be outside the Scheduled working time of the employees at the site involved.

In the event that a customer of the Employer denies in writing access to the Union for the purpose of conducting a meeting among employees at its site, the Employer will provide the Union with a copy of the customer's written denial of access and will permit the employees attending such a meeting off-site to report up to thirty (30)

minutes after their scheduled start time and will extend their schedule by the same amount of time to allow them to avoid a loss of pay. Should any employee report more than thirty (30) minutes after his/her scheduled start time because of a Union meeting, he/she will be subject to the Employer's attendance/lateness policy.

Where a Union meeting among employees must be conducted off-site, the Union shall be responsible for selecting such site and the Union and the Employer will share equally the cost, if any, of renting such location.

- 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) covered by this Agreement or, at the Union's option, at any other appropriate grouping of locations covered by this Agreement 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.

ARTICLE 2 - UNION SECURITY AND CHECK-OFF

- 2.1. It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the 31st day following the date this Article applies to their work-location or their employment, whichever is later.

The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed. **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 fifteen (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 ten (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 shall maintain accurate employee information, and effective January 1, 2016, transmit dues, initiation fees, American Dream Fund ("ADF") or other political fund contributions, and all legal assessments deducted from employees' paychecks to the Unions electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmittal shall be accompanied with information regarding the employees 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 transmittals.

The Union shall designate an official in its Dues Department to facilitate dues collection in Philadelphia and interact with Philadelphia area Employers. That individual, along with a designee from the 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, ADF contributions, contributions to the Building Service 32BJ Health Fund, contributions to the SEIU Local 32BJ Building Operators Legal Services Fund, or other monies in accordance with this section by the 20th day of the month, the Employer shall pay interest on such dues, initiation fees, or contributions at the rate of one percent per month beginning on the 21st day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.
- 2.7. If an employee does not revoke his 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. BOLR reserves the right to approve the substance of the form to be prepared by the Union before it is submitted for action by the Union to BOLR's membership. 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, consistent with the obligations provided for in Article 1.8 of this Agreement.

ARTICLE 3 - DISCHARGE AND DISCIPLINE

- 3.1. Employees shall not be discharged, suspended or otherwise disciplined by the Employer without just cause after completing a trial or probationary period of **sixty-five (65) days of actual work. Employees hired shall not be discharged, suspended or otherwise disciplined by the Employer without just cause after completing a trial or probationary period of sixty-five (65) days of actual work, except that employees hired prior to the effective date of this Agreement shall continue to serve a probationary period of forty-five (45) days of actual work.**
- 3.2. The Employer shall give any employee discharged or disciplined a written statement of the grounds for the discharge or discipline within a reasonable period of time not to exceed seven (7) working days after the discharge or discipline. The Employer shall provide the Union with a copy of any such statement at the same time.
- 3.3. Any warning notices entered into an employee's personnel file shall not be considered for purposes of assessing discipline after an eighteen (18) -month period, provided the employee has not committed a similar offense within the eighteen (18) -month period following the warning notice.
- 3.4. Before imposing any discipline, the Employer, at the employee's request, shall first notify the employee's Union Steward and shall allow the Union Steward to be present when the discipline is issued, if the Union Steward is available during the particular shift.

A Union Steward in the employee's building shall be permitted reasonable time off necessary to provide representation to employees without loss of pay, whenever these meetings occur within the employee's building.

The Union shall provide the Employer the name(s) of the Union Steward(s) at each location in writing, and will provide the Employer with written updates of such information whenever there is a change of Steward at any location. In addition, the Union shall promptly provide such information to the Employer upon its written request.

ARTICLE 4 - GRIEVANCE/ARBITRATION

- 4.1. Should differences arise between the Union and the Employer as to the meaning and application of any term or provision of this Agreement, an earnest effort shall be made to settle such differences as promptly as possible by the utilization of the grievance procedure. Prior to initiating the grievance procedure, the duly designated offer or agent of the Union may meet with a duly designated agent of the Employer in

order to attempt to resolve the matter. Should this effort be unsuccessful, a grievance must be processed in accordance with the procedures set forth below, or it will not be considered. All suspensions and discharges will commence at Step 2 of the grievance procedure.

Step 1: Regardless of whether a meeting is convened between the Union and the Employer representatives as permitted above, there shall be a discussion between the supervisor, the aggrieved employee(s), and the Union Steward within thirty (30) calendar days of the occurrence of the incident giving rise to the grievance. Should the matter not be resolved in this meeting, a grievance shall be filed no later than thirty (30) calendar days after the Employer's decision in this initial meeting.

Step 2: The Union shall request a Step 2 meeting in writing by submitting a grievance stating the grievant's name, the building, and the Contract provisions violated. The Employer Representatives shall meet with the Union Grievance Representative within ten (10) calendar days of the receipt of a written grievance in an attempt to resolve the matter.

Step 3: If no satisfactory settlement or solution is reached within twenty (20) calendar days after the matter is discussed between the Employer representative involved and the Union at Step 2, then the Union shall submit to the Employer and BOLR the grievance as memorialized on the Union's standard grievance form, and a grievance submission form detailing the grievant's name, the name of the Employer, the particular building where the grievance arose, and in non-disciplinary cases, the provision of the Agreement that the Union believes has been violated.

The grievance shall then be referred to a Grievance Committee which shall consist of two (2) representatives designated by BOLR Suburban Section ("BOLR/Suburban") and two (2) representatives designated by the Union. A grievance shall not be scheduled for a Grievance Committee meeting if the grievance form is incomplete. The Union shall have ten (10) working days after receiving notice from BOLR of an incomplete grievance form within which to properly complete a revised form and forward it to BOLR. If a properly completed revised grievance form is not filed by the Union within this additional ten (10) day period, the grievance will be deemed to be untimely filed at the Second Step. The Grievance Committee shall be composed of Union staff members, advocates, or officers, and BOLR/Suburban Board members or officers, or those who are in line to become BOLR/Suburban Board members or officers. The Grievance Committee shall meet no later than ten (10) working days after receipt of the written grievance and shall reach a decision no later than ten (10) working days after hearing the case. A decision by a majority of the Grievance Committee at this step of the Grievance Procedure shall be final and binding on the parties involved, and shall be regarded as an Arbitrator's decision. The Grievance Committee Procedures shall be as agreed from time to time by the parties, **and the Grievance Committee shall meet on a monthly basis, as needed.**

Step 4: Any grievance or dispute as above which cannot be adjusted by the representatives of the parties as aforesaid, may be submitted to an impartial Arbitrator for decision; provided, however, that such Arbitrator shall not have the power to alter this Agreement, or any of its terms, in any way. The submission to the impartial Arbitrator in such an event shall be no later than thirty (30) working days after the failure to reach a decision in Step 2. BOLR must be notified of such submission and shall notify the Employer involved, reserving the right to appear as well through its own counsel. If the Union desires to have an unresolved dispute arbitrated as herein provided for, it shall notify the Employer of its desire to so arbitrate within thirty (30) working days after receipt of the answer in Step 3. An impartial Arbitrator shall be designated from a permanent panel of seven (7) arbitrators agreed to by the parties. The arbitrators will be assigned in rotating order. Each party will have the right to strike two (2) arbitrators from the panel each year. The parties will agree upon replacements for the vacant arbitrator positions.

- 4.2. The Joint BOLR/Suburban-Local 32BJ Grievance Committee shall be available to non-members of BOLR who adopt the BOLR/Suburban-Local 32BJ Collective Bargaining Agreement. Such non-members will be assessed a fee of \$1,000, payable to BOLR, for each grievance brought before the Committee in which they are involved.
- 4.3. The Arbitrator's decision shall be submitted in writing and shall be final and binding upon the parties. In case of a discharge, the Arbitrator shall have the power to sustain the discharge or to order reinstatement of the employee, with or without pay for days lost. The fee of the Arbitrator shall be borne equally by both parties.
- 4.4. No grievance shall be accepted or processed in this procedure later than thirty (30) calendar days after its occurrence, except for a grievance of which the Union was unaware alleging either incorrect payment of wages, fringe benefits, or failure to abide by the Union security provisions hereof; in such wage, fringe benefits or Union security cases, the grievance must be presented no later than thirty (30) calendar days after the Union has knowledge of same or should have had knowledge of same. Grievances relevant to wages or fringe benefits subject to this extended period for submission shall not include any claim that requires evidence beyond the Employer's records. In no event shall back pay or other financial award be granted against an Employer for any violation of the wage, fringe benefits or Union security provisions of this Agreement that was committed by another employer. Any grievance not appealed to the next higher step of the Grievance Procedure or to arbitration within the time limits specified shall be deemed to have been settled on the basis of the Employer's last answer. Failure of either party to meet the time limits of this Article shall automatically cause the grievance to be decided in favor of the other party.

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 one hundred twenty (120) calendar days following the date of the Appeal Notice or ten (10) calendar days following the Union's decision to grant the employee's appeal and pursue the grievance to arbitration.

- 4.5. All time limits set forth in this Article may be extended upon mutual written 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. **An Employer that transfers employees to any job in anticipation of being terminated from that job shall be required to return such employees to their previous positions with full seniority.** The Employer may not reduce the staffing level on takeover of the account/location unless the Employer can demonstrate an appreciable decrease in the work to be done.
- 5.2. Employees retained by the employer shall be given credit for length of service with the predecessor employer(s) for all purposes including but not limited to seniority and vacation entitlement, and completion of the trial period. Employees retained on takeover shall not have their rates of pay, hours worked or other terms and conditions reduced.
- 5.3. The Employer shall notify the Union in writing (no later than two (2) business days) after the Employer receives written cancellation of an account/location. Within two (2) 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 and personal day entitlement and usage, and the number of holidays.
- 5.4. Failure of the Employer to notify the Union as required in Section 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 and personal day rights of employees shall not be affected by a change of ownership or management in the building or cleaning contractor so long as the employees remain in the employ of the new owner or successor cleaning contractor, and the new owner or successor cleaning contractor shall thereupon be responsible for the payment of same. The predecessor owner or Contractor shall notify the successor owner or contractor of the amount of vacation and personal days to which each employee is entitled during the year that the contract changes, and the amount of vacation and personal days each employee has already taken, so that the successor is aware of the employees' remaining vacation leave and personal days during the course of that year.

Whenever the successor contractor does not receive the requisite information from the predecessor owner or contractor, it shall contact the Union, and the Union shall provide it with whatever information it possesses. Should the Union not possess the information necessary for the successor contractor to determine vacation and personal day entitlements for the remainder of the year, the Union shall obtain this information from the predecessor contractor pursuant to Section 5.3 of this Agreement. Should the predecessor fail to provide this information within three (3) calendar days after receiving the Union's written request, the Union shall proceed immediately to expedited arbitration before the Arbitrator on the Contract panel with the earliest availability, and without having to exhaust the grievance procedures in this Agreement. Failure to supply accurate information relating to remaining vacation or personal day entitlements will result in the predecessor Employer being required to pay all costs regarding any arbitration and/or other enforcement-related proceeding initiated by the Union.

- 5.8. If an Employer loses an account at a location covered by this Agreement to a non-union contractor, the Union will take all steps reasonably available to address the loss, including the pursuit of viable legal claims, and engaging in other lawful activities against the non-union contractor and property owner.

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 as a permanent employee at a particular 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. Seniority shall continue to accrue for up to one (1) year while an employee is on leave of absence, layoff or workers' compensation leave.
- 6.4. 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, unless the employee can demonstrate an inability to communicate with the employer during that period, or is otherwise terminated or laid-off or covered by a workers' compensation claim for more than twelve (12) months.
- 6.5. 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.
- 6.6. 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.**

The Employer may not solicit a demand from a customer that an employee be removed from a location in order to circumvent Section 3.1 of this Agreement.

In the event an employee is transferred to another building and is not filling a vacant position, the Employer shall seek volunteers within the job title of employees in the building to which the displaced employee is transferred for transfer to the building from which the initial transfer occurred, on the basis of seniority. If there are no volunteers, the junior employee in the building to which the displaced employee is transferred shall be selected for transfer and receive the same protections offered to the transferred employee.

- 6.7. Employees laid off shall have recall rights for up to **the lesser of the employee's length of employment or one (1) year following the date of layoff** to open positions in locations within the County within which they were employed when laid off.

- 6.8. An employee who is unable to work because of having a paid position with the Union will be granted a leave of absence for a maximum of twelve (12) months. If the leave of absence ends within that period, the employee shall have a right of return to the position he/she occupied at the time the leave began. After such twelve (12) month period, the employee will have only preferential hiring rights for a bargaining unit opening that arises in the building at which he/she had been employed and for which he/she is qualified.

The Union will provide the Employer with two (2) weeks' notice of the request for an employee's leave of absence. In addition, the Union will provide the Employer with the dates of the leave of absence. The leave of absence may be shortened and the employee returned to work pursuant to the above provided the Union gives the Employer two (2) weeks' notice of the new return date. No more than one employee per building shall be granted a leave of absence at the same time.

ARTICLE 7 - WORKLOAD/REDUCTIONS

- 7.1. No employee shall be assigned an unreasonable workload.
- 7.2. There shall be no reduction in the work force except where there is: (a) a change, other than a minor one, in work specifications or work assignments which results in a reduction of work; or (b) elimination of all or a substantial part of specified work; or (c) substantial vacancies in a building; or (d) reconstruction of all or part of a building; or (e) introduction of technological advances; or (f) change in the nature or type of occupancy. Should the Employer desire to reduce the work force, it shall give three (3) weeks advance notice to the Union, including in such notification the reasons for the reduction. Notwithstanding the foregoing, if the Employer receives insufficient notice from the location manager or owner of the circumstances causing a reduction in the work force to allow for such three (3) weeks' notice, the Employer will provide as much notice as possible under the circumstances, which in no event shall be less than one (1) week's notice. During the notice period, the Employer agrees to meet with the Union representatives, at their request, to discuss the reasons for the work force reduction. At the conclusion of the notice period, if the Union is not satisfied, the Employer may implement its decision and the Union may seek arbitration on an expedited basis without resort to the Grievance Procedure.

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, along with the Union, 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 by Local 32BJ or another SEIU Local Union in an authorized strike, including picket lines established by Local 32BJ or another SEIU Local Union 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 (**at least twenty-four (24) months for employees hired on or after December 16, 2019**). 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. **Leave may be requested on an emergency basis, provided that as soon as practical after the Employer's request, the employee shall provide 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. **During such leave, the employee must use all unused personal days and vacation to which the employee is entitled at the time the leave began (to the extent the number of days of such unused paid time off does not exceed the leave period).**
- 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. Employees shall accrue vacation with pay in accordance with the following schedule:

<u>Months on Payroll</u>	<u>Vacation with Pay</u>
1 Year	1 Week
2 Years	2 Weeks
5 Years	3 Weeks
15 Years	4 Weeks
25 Years	5 Weeks

An employee may take vacation according to the foregoing schedule (earned as of the preceding January 1) only after completing one (1) year of service. Should an employee's employment terminate prior to his/her completing one (1) year of service, he/she shall not be entitled to payment for any such vacation days.

Length of service, for purposes of vacation, will be determined by total service with the same Employer, or in a particular building, whichever is longer.

11.2. An employee's service for purposes of determining his or her vacation entitlement shall be calculated as of December 31 of each year. A new employee will not be eligible to receive vacation until he or she has completed a full year of service. With respect to employees hired on or after December 16, 2011, after completing his or her first twelve (12) months of service, a new employee shall be entitled for the remainder of that calendar year to take the amount of vacation derived by dividing the number of full calendar months remaining in that year by twelve (12) months and multiplying the result by five (5) days. An example is provided in the side letter attached to this Agreement. Employees hired before December 16, 2011, will receive vacation in accordance with the predecessor contract, but in no event will receive less than would result pursuant to the Employer's practice under that contract.

11.3. For purpose of this Article, one (1) day's vacation pay for an employee shall be equal to the compensation the employee receives when the employee works his or her normally scheduled workday and one (1) week's vacation pay for an employee shall be equal to the compensation the employee receives when the employee works his or her normally scheduled work week.

Each employee shall be paid each week's vacation pay by separate check or shall have taxes computed at their regular weekly rate of pay.

11.4. Any employee whose employment is voluntarily or involuntarily terminated, including termination by reason of death on or after January 1st of any year, is entitled to receive all unused vacation that was accrued in the prior year for use that calendar year, unless the employee is discharged for just cause. In order to receive pay for such unused vacation, an employee who voluntarily leaves employment must give the Employer at least two (2) weeks' written notice of his or her departure.

- 11.5. **Whenever an eligible employee is scheduled to take a vacation of at least one (1) week coinciding with or including at least one of his regular work weeks (for example, Monday through Friday), 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. Further should an eligible employee have his 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 vacation pay.****
- 11.6. As far as practicable, the selection and preference as to the time of taking vacation shall be granted to employees on the basis of seniority for vacation requests made prior to March 1 for the year. Requests for vacation made on or after March 1 shall be granted in the order received, regardless of seniority. It is understood, however, that vacations must be arranged to suit the Employer's convenience and schedules and the final determination in this regard shall be left to the Employer. Employees may take up to five (5) vacation days in prescheduled single day increments each year. The Employer shall not unreasonably deny an employee's request to take vacation. The vacation period shall commence January 1st and extend through to the following December 31st, after eligibility has been reached.

ARTICLE 12 - PERSONAL DAYS

- 12.1. Commencing with an employee's twelfth month of employment, all employees shall receive a minimum of four paid personal days per calendar year except in an employee's first year of employment when he/she shall be entitled to a prorated number of personal days for the time between the first day of his /her sixth month of employment to the end of the calendar year. Personal leave not used by the end of the year shall not be carried over to the following year.

ARTICLE 13 - BEREAVEMENT PAY AND JURY DUTY

- 13.1. In the case of a death in the immediate family (namely the death of a parent, spouse, child, grandchild, brother, sister, step-parent, step-child(ren), or parent-in-law or grandparent) of a non-probationary employee, 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 working days within fourteen (14) calendar days following the date of death. Under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary.

In the case of the death of a domestic partner of a non-probationary employee, the employee shall be permitted to take a leave of absence of one (1) working day within fourteen (14) calendar days following the date of death, so long as the employee provides prior notice to the Employer of the identity of their domestic partner. The Employer shall provide forms to the employees allowing them to identify their domestic partner.

A non-probationary employee shall be entitled to take an unpaid leave of absence of one (1) day to attend the funeral of a stepbrother, stepsister, niece, nephew, aunt or uncle.

- 13.2. Any employee who is entitled to funeral leave in accordance with Section 13.1 above shall be permitted to take up to five (5) days of his or her accrued vacation in conjunction therewith.
- 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.
- 13.4. An employee who has completed his probationary period and who is required to report to court to answer a jury summons or serve as a juror on days he is regularly scheduled to work will be reimbursed the difference between the amount he receives for jury service and his regular pay. Jury Duty pay shall be limited to two weeks in any year. No employee may be required to work on a day he has jury duty.
- 13.5. An employee may be required to submit proof of jury duty and/or proof that the employee attended jury duty and/or was paid for said service.

ARTICLE 14 - HEALTH INSURANCE

- 14.1. The Employer agrees to make payment into a health trust fund, known as the "Building Service 32BJ Health Fund" ("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. Employees who are on workers' compensation or who are receiving disability benefits or disability pension shall be covered by the Health Fund until they may be covered by Medicare or thirty (30) months from the date of disability, whichever is earlier.
- 14.3. **Through December 31, 2019**, the Employer shall contribute to the Fund **\$1,116** per month for each regular full-time employee.
- 14.4. Effective **January 1, 2020**, the rate of contribution to the Fund shall be **\$1,172** per month for each regular full-time employee.
- 14.5. Effective **January 1, 2021**, the rate of contribution to the Fund shall be **\$1,214** per month for each regular full-time employee.
- 14.6. Effective **January 1, 2022**, the rate of contribution to the Fund shall be **\$1,258** per month for each regular full-time employee.
- 14.7. Effective **January 1, 2023**, the rate of contribution to the Fund shall be **\$1,317** per month for each regular full-time employee.

- 14.8. The Employer shall contribute to the Fund for each regular part-time employee \$40 per month.
- 14.9. The Employer shall make health fund contributions for all full-time window cleaners at the rate for full-time employees.
- 14.10. Full-time employees shall be defined as those employees regularly employed thirty (30) hours or more per week. Employees who were regularly employed for twenty-seven and one half (27½) hours or more per week as of December 15, 2015 shall continue to be considered full-time employees for purposes of health insurance entitlements.
- 14.11. 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.
- 14.12. 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.
- 14.13. At the election of BOLR, and with the approval of the SEIU Local 32BJ, District 36 Welfare Trust Fund (“BOLR Welfare Fund”) Board of Trustees, health and welfare benefits to which employees are entitled under the Agreement shall be provided by the BOLR Welfare Fund, so long as there is no reduction in benefits from those being provided by the Fund at the time of the transfer to the BOLR Welfare Fund. To the extent the benefits provided by the BOLR Welfare Fund differ from those under the Fund for covered employees, such transfer may occur only with the concurrence of the Union.
- 14.14. The parties intend that the medical insurance provided under the Fund to employees hereunder shall in all respects and at all times comply with the requirements of the Affordable Care Act (“ACA”). In the event that a plan of medical insurance benefits provided by the Fund would trigger a penalty or tax of any sort under the ACA on a contributing employer or any employee, either party may notify the other in writing of its desire to reopen this Agreement for the sole and limited purpose of negotiating changes necessary to avoid an ACA penalty or tax and/or making recommendations to the Trustees of the Fund with respect to any necessary changes in the plan(s) provided by the Fund. The parties shall meet promptly to address the pertinent issue(s) after either party gives the above-prescribed notice. The Union shall

maintain the right to strike should the parties agree to reopen the Contract and in the event that no agreement is reached.

- 14.15. **Each Employer adopts the provisions of, and agrees to comply with and be bound by, the Trust Agreement establishing the Welfare Fund and all amendments thereto, and also hereby 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 with the scope of their authority.**

ARTICLE 15 - LEGAL FUND

- 15.1. **Each Employer agrees to contribute for all remittances due, through October 31, 2021, the sum of Seven Cents (\$.07) per hour worked, not in excess of forty (40) hours per week, for each non-probationary employee employed, to the "SEIU Local 32BJ Building Operators Legal Services Fund" ("Legal Services Fund"), as set forth in the Legal Services Plan enumerating the services to be provided to said Legal Services Fund by the law firm of Spear Wilderman, P.C. Effective for all remittances due after November 1, 2021, such contribution rate shall be increased to Eight Cents (\$.08) per hour worked, not in excess of forty (40) hours per week, for each non-probationary employee employed. Paid vacations, holidays, personal days, personal holidays, jury duty, funeral leave, and other time off for which employee is paid by the Employer as provided in this Agreement shall be treated as hours worked.**

ARTICLE 16 - PROVISIONS APPLICABLE TO ALL FUNDS

- 16.1. **Upon admission by the Employer, or upon a decision or award in any step of the Grievance Procedure set forth in Article 4, that the Employer has failed within the time prescribed in Section 2.6 to remit to the Union all sums deducted from employees as monthly dues, assessments, or initiation fees or to transmit to the Trustees of the Welfare Fund and/or the Legal Services Fund, respectively, the contributions to such Funds, and after persistence of any such delinquency for a period of thirty (30) days following written notice of the delinquency given by the Union and/or the Trustees of the said Funds, as the case may be, to the Employer and BOLR, the Union may, after giving at least two (2) business days' notice to the manager of the particular building or complex/campus involved and notwithstanding the No Strike provisions in this Agreement, strike the Employer, in the particular Building involved, to enforce such payments without regard to the No Strike clause, should the Union so choose.**

In addition, any Employer who becomes delinquent under Articles 14, 15 and 27 will be assessed interest on all principal balances due and continue to accrue interest until payment is received. Said interest shall accrue at the quarterly rate established by the Internal Revenue Service for delinquent taxes in

accordance with Section 6621(a) of the Internal Revenue Code. Any Employer that continues to be delinquent after the aforesaid thirty (30) day notice above will be required to pay, in addition to the actual delinquent amount, plus interest, an additional 15% percent of the amount which the Employer should have transmitted, as liquidated damages; the Trustees have the power to increase the aforesaid 15% percent in their sole discretion, in the future, should same be warranted.

- 16.2. **If the Employer fails to remit dues, agency fees, initiation fees, ADF or other Political Action Fund contributions, and other assessments (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 fourteen (14) calendar days from the date of the written demand for arbitration made by the Union. The arbitrator shall be selected from the panel of arbitrators established under Section 4.1, Step 4 on a rotating basis in alphabetical order by surname until an arbitrator available to hold a hearing within such fourteen (14)-day period is found. 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.

- 16.3. 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 **ninety (90) days** before becoming eligible to be participants in the Funds, and no contributions shall be made on behalf of the employees over the **ninety (90)-day** period.

ARTICLE 17 - HOLIDAYS

- 17.1. The following are designated as paid holidays for post-probationary employees: New Years Day, Labor Day, Memorial Day, Thanksgiving Day, Christmas Day, Independence Day, and a Floating Day. Whenever any of these stated holidays shall fall on a Saturday or Sunday, it shall be observed on the following Monday or the preceding Friday, depending upon when the building is closed. Holiday pay shall be equal to an employee's regular straight time pay. An employee required to work on a holiday shall receive his/her regular pay plus his/her holiday pay.

ARTICLE 18 - BULLETIN BOARDS

- 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.

ARTICLE 19 - VACANCIES AND PROMOTIONS

- 19.1. The Employer shall post all vacancies for a period of five (5) days. Preference in filling vacancies shall be given to employees already employed in a building based on building seniority, but skill, ability and qualifications shall also be considered. Part-time employees shall be given preference by seniority in bidding for open full-time positions.

ARTICLE 20 - THE WORKWEEK, OVERTIME AND METHOD OF PAY

- 20.1. The Employer shall establish a regular workweek. Any work performed over forty (40) 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 night, five (5) nights per week. The requirement of five (5) nights per week shall not apply to designated weekend employees.
- 20.3. Employees shall be paid a minimum of four (4) hours pay per night when called in to work.
- 20.4. All wages, including overtime, shall be paid weekly in cash, check, or other means permitted by law, with an itemized statement of payroll deductions. Payment via debit cards may not be required for any employee who chooses to be paid via direct deposit. The Employer shall guarantee that employees paid by means of a debit card shall have a reasonably available means of making a single withdrawal of cash via the debit card without incurring a fee. The Employer shall educate employees on the use of a debit card via the distribution of literature in English and Spanish and through meetings with employees. If a regular pay day falls on a holiday, employees shall be paid on the preceding day. **Upon an employee's request, the Employer will**

provide a written statement of itemized payroll deductions as soon as practicable, but in no event later than five (5) business days from the employee's request.

ARTICLE 21 - WORK AUTHORIZATION AND STATUS DISPUTES

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. SSA No-Match Letters or Other No-Matches

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

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. 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 four (4) months leave to correct a final non-confirmation 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.

23.2. **BOLR 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).**

A. 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 videos
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

B. 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.

C. 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 or one or more other allegations 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.

D. 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 one or more other allegations 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.

E. 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 by whom he or she is alleged to have been 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.

F. In the event an employee has made an 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.

G. 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.

H. 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.

I. Upon the Union's request, the Employer will provide the Union with the name of any official it designates under Section 23.2.B to receive

complaints of sexual harassment and will furnish the Union with documentation regarding the training it provides to its employees and supervisors.

J. 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 BOLR 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. **Through June 30, 2020**, the minimum wage rate for cleaners shall be \$14.30.

Effective **July 1, 2020**, the minimum wage rate for cleaners shall be **\$14.80**.

Effective **July 1, 2021**, the minimum wage rate for cleaners shall be **\$15.35**.

Effective **July 1, 2022**, the minimum wage rate for cleaners shall be **\$15.65**.

Effective January 1, 2023, the minimum wage rate for cleaners shall be \$15.95.

Effective **July 1, 2023**, the minimum wage rate for cleaners shall be **\$16.50**.

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:

July 1, 2020 - \$0.50; July 1, 2021 - \$0.55; July 1, 2022 - \$0.30; January 1, 2023 - \$0.30; and July 1, 2023 - \$0.55.

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 over-scale increase as provided above if those increases shall result in a higher rate of pay.

24.4. Increase in statutory minimum wage rate.

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

24.5. Effective January 1, 2014, the Employer may pay to employees hired on or after that date an hourly wage rate that is \$1.00 below the minimum hourly rate set forth in Section 24.1 above. That starting rate will be increased by \$.50 per hour after the employee completes six (6) months of employment, and another \$.50 per hour after twelve (12) months of employment. Such employee shall also receive any of the yearly negotiated hourly wage increases that occur while the employee is progressing toward the minimum hourly rate.

24.6. **Should the Employer fail to pay an employee when payment is due, 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, and after giving the building manager at least two (2) business days' written notice, 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 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.

The Union agrees to file with the Association a copy of each Collective Bargaining Agreement it enters into with respect to a location described in Article 1 of this Agreement within thirty (30) days following execution of such Agreement.

25.2. In the event that the Union enters into a contract on or after December 1, 2019 for a commercial office building falling within the scope of, Section 1.1 of this Agreement, the economic terms and conditions of which are more favorable than the terms contained in this Agreement, all Employers shall be entitled to and may have the full benefit of any and all such more favorable terms for any such commercial office building, upon notification to the Union. This clause shall not apply to contract riders entered into before December 1, 2019 even if the terms of any such contract riders extend beyond that date, provided that any such contract riders set forth a schedule of wages and benefit increases.

ARTICLE 26 - UNIFORMS

26.1. When the Employer requires uniforms, the Employer will provide a minimum of two (2) sets of uniforms or clothing it requires the employees to wear. Thereafter the

Employer will maintain and, based upon its reasonable determination of need, will replace said clothing upon the employee returning the uniform or clothing to be replaced. Employees will be responsible for routine washing of clothing. Appropriate accessories such as shoes, socks, shirts, etc. will be both provided and maintained by the employee except where these items are required by the Employer as part of an Employer-furnished uniform.

ARTICLE 27 - INDUSTRY PROMOTIONAL FUND

- 27.1. Each Employer agrees to contribute the sum of \$.015 per hour for each hour worked (not in excess of forty (40) hours per week) by each employee who has been continuously in its employ for at least thirty (30) days to the Industry Promotional Fund Created by BOLR. For this purpose paid vacations and holidays shall be treated as hours worked.

In order to be able to utilize the “grievance committee” as provided for in Section 4.1, Step 3 and derive the benefit of this Agreement, each non-member of BOLR must contribute the sum of \$.05 per hour for each hour worked (not in excess of forty (40) hours per week) by each employee who has been continuously in its employ for at least thirty (30) days to the Industry Promotional Fund created by BOLR. The Union shall notify the BOLR whenever non-members agree to make such contributions to the Industry Promotional Fund.

- 27.2. The Employer shall remit to the Administrator of the SEIU Local 32BJ, District 36 Building Operators Trust Funds the contributions to the Industry Promotional Fund, accompanied by forms provided by the Administrator. Such contributions shall be remitted prior to the 15th of each month for all moneys due for the preceding month and, upon their receipt, in turn shall be transmitted by the Administrator to BOLR no later than the end of the month of receipt, together with a copy of the reporting form submitted by the Employer.

- 27.3. No part of the said Industry Promotional Fund and no part of the contributions shall be used for advertising, propaganda or other anti-union activities opposed to the interests of the Union; provided, however, that this shall not preclude the use of the contributions to support BOLR’s position in connection with any collective bargaining with the Union.

- 27.4. It is expressly understood that said contribution to the Industry Promotional Fund is not intended to be, and is not, a contribution to the employees, and no employee or Employer shall have any proprietary interest in said Fund.

- 27.5. It is further expressly understood and agreed that said Industry Promotional Fund shall be applied, among other purposes, but not by way of limitation thereto, in payment of the operating costs of BOLR, including, but not limited to, the expenses of conducting public relations, attorney’s fees, public education as applied to the industry endeavoring to establish good public relations between the building operations industry and the general public, Employer’s cost of its representatives in

the administration of various funds and committees as set forth in this Agreement, and any comparable undertakings engaged in from time to time by said Employers and/or BOLR hereunder.

ARTICLE 28 - USE OF SUPPLEMENTAL EMPLOYEES

- 28.1. Each Employer shall establish regional pools of supplemental employees to fill temporary vacancies at job sites within the jurisdiction of this Agreement. The following terms shall apply to this supplemental pool:
- (a) Supplemental employees shall receive the starting rate, and subsequent wage increases as provided in Section 24.6, along with the annual wage increases as provided in Section 24.1.
 - (b) Supplemental employees shall be treated as probationary employees until they have performed work for the Employer on more than **sixty-five (65)** days at which point they will be covered by Section 3.1.
 - (c) Supplemental employees shall not be entitled to receive any benefits under this Agreement, other than holidays listed in Article 17. Supplemental employees shall be entitled to paid holidays after they have performed work for the Employer on **sixty-five (65)** days, and so long as they work on the last day work is offered to them prior to the holiday and on the first day that work is offered to them subsequent to the holiday.
 - (d) No contributions shall be made on behalf of supplemental employees to the Building Service 32BJ Health Fund (“Fund”) or the Service Employees International Union Local 32BJ, District 36 BOLR Legal Services Trust Fund.
 - (e) Employees who perform work for the Employer on at least **sixty-five (65)** days as a supplemental employee prior to becoming a permanent employee shall not be required to serve a probationary period pursuant to Section 3.1 upon becoming a permanent employee.
 - (f) The Employer shall check off monthly dues on behalf of supplemental employees in accordance with Article 2 of this Agreement.
 - (g) The Employer shall provide the Union District Leader a copy of the monthly remittance reports, and also the names and hours of all supplemental employees who have worked for the Employer during the month. Each instance of an Employer failing to provide the information as required monthly shall result in the Employer being obligated to pay the sum of Five Hundred Dollars (\$500.00) to the BOLR Scholarship Fund by the 15th day of the following month. BOLR shall notify the Union of receipt of each such payment. Should and Employer fail to make a payment, the Union retains the right to grieve and arbitrate the matter.

- (h) Should the documentation required under subsection (g) or other information demonstrate that an Employer has used supplemental employees to fill a permanent vacancy for longer than the period permitted under subsection (k), the Employer must immediately place the most senior supplemental employee in the vacant position, and make sufficient contributions to the Fund such that the employee is immediately eligible for benefits.
- (i) Should a supplemental employee refuse to fill a permanent vacancy, the employee may be terminated.
- (j) An employee who is laid off from a permanent position in a building and who retains recall rights in accordance with Article 6 of this Agreement shall be placed in the appropriate regional supplemental pool, if he/she is not first offered another permanent position upon layoff. Laid off employees shall carry their seniority into the regional supplemental pool, which shall then be considered as part of their service for purposes of supplemental seniority. The Employer shall utilize employees laid off from a particular building to perform supplemental assignments in such building before utilizing other supplemental employees.
- (k) Supplemental employees may not be utilized to fill a permanent vacancy except for a reasonable period, which shall not exceed fifteen (15) days, or thirty (30) days where the vacancy is filled through external hire, after which a permanent employee shall fill the vacancy. These time frames shall be extended to the extent necessary when the vacancy is the result of a discharge that remains in the grievance/arbitration process, if the vacancy cannot be filled with an internal candidate, or because circumstances beyond the Employer's control (*e.g.*, security clearance) require a delay. In such circumstances, the Employer will notify the Union as to the reason for the delay. The person who is selected to fill a permanent position will move into that position on the date selected by the Employer, which will be no later than the Monday coincident with, or next following the 15th day for a current employee, 30th day for an external hire, or the day on which factors causing a delay in one of those periods are resolved.
- (l) Permanent positions shall be awarded and supplemental assignments shall be made in accordance with seniority within each regional supplemental pool, as provided above.
- (m) Regional supplemental pools are as follows, unless the Union and an Employer agree to different pools, based on the locations of the Employer's accounts:

POOL A

West Chester
Exton
Great Valley
Newtown Square
Malvern
Berwyn

POOL B

Plymouth Meeting
Blue Bell
Radnor
Norristown
Conshohocken
King of Prussia
City Line Avenue
Collegeville
Oaks

POOL C

Horsham
Fort Washington
Willow Grove
Eastern Montgomery County

POOL D

Bucks County

- (n) The Employer shall not separate supplemental employees from employment in order to avoid its contractual obligations to an employee that accrue once the employee has completed his/her probationary period.

ARTICLE 29 - UNION ACTIVITIES IN THE BUILDINGS

29.1. The Employer shall permit the Union Stewards reasonable freedom to perform their duties during working hours. However, a Shop Steward must secure the approval of his/her non-Union supervisor before leaving his/her work station, which approval shall not be unreasonably withheld. Should no supervisor be present in the building, the Steward shall secure approval from a lead employee in the building, and, if no lead is working in the building, the Steward will contact supervision via telephone for approval.

Union Stewards will not be docked for scheduled working time lost while attending a grievance meeting.

29.2 **The Union shall notify the Employer in writing of all designated Shop Stewards. Shop Stewards shall be granted one (1) day off per calendar year to attend Steward training class, providing written request is submitted to the Employer at least one (1) week in advance. The Employer will reimburse one (1) Steward per stand-alone building or complex/campus for scheduled working time lost, up to a maximum of eight (8) hours straight-time pay per day, a maximum of one (1) day per calendar year.**

ARTICLE 30 - DURATION

- 30.1. This Agreement shall be effective from **December 16, 2019** through and including **December 15, 2023**.
- 30.2. 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, either party, upon three (3) days' written notice to the other, may terminate this Agreement.

Executed as of the day and year first above written.

**SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 32BJ**

**BUILDING OPERATORS LABOR
RELATIONS DIVISION OF BUILDING
OWNERS AND MANAGERS
ASSOCIATION OF PHILADELPHIA,
SUBURBAN SECTION**

BY: _____

BY: _____

SIDE LETTER #1 ON TRANSFERS

If a customer, in writing, bars an employee from a location, but the Employer lacks good cause to terminate the employee, the Union and the Employer shall meet to discuss an alternative assignment for the employee that protects the employee's hours, wages and benefits. If no such assignment is available or can be agreed upon, then the dispute shall be resolved in accordance with the provisions of the collective bargaining Agreement.

SIDE LETTER #2 ON LEGAL FUND

The Union and BOLR will establish a committee, including contractors operating in the Philadelphia Suburbs, to work with the Legal Fund to facilitate and enhance participation by Fund participants working in the Philadelphia suburbs. The goal of the committee is to maximize participation by those participants and to recommend changes in the delivery of the benefits to those participants to achieve that end.

SIDE LETTER #3 ON VACATIONS FOR NEW EMPLOYEES

New employees shall be entitled to pro rata vacation upon completing their first twelve (12) months of service. Such vacation shall be taken during the remainder of the calendar year in which the employee completes such service.

The formula for deriving the employee's entitlement for the remainder of the year is as follows: divide the number of full calendar months remaining in the year by twelve (12); multiply five (5) days (one (1) week of vacation) by that fraction, with the result, rounded up or down to the nearest full day (according to normal mathematic rules of rounding) , being the employee's entitlement for the remainder of that calendar year. The employee's vacation entitlement in each succeeding calendar year will be based on the number of full years of service completed by the employee as of the immediately preceding December 31.

For example, an employee hired on August 15, 2011 would be entitled to two (2) days of vacation between August 15, 2012 and December 31, 2012. This is calculated by dividing the four (4) full months remaining in 2012 (September, October, November and December) by twelve (12). Five (5) days (one (1) week - an employee's vacation entitlement after one (1) year of service) is then multiplied by that fraction ($4/12$ or $.33$); the result, 1.67 days, is rounded to two (2) days.

For calendar year 2013, the employee would be entitled to five (5) days of vacation, having completed only one (1) full year of employment as of December 31, 2012; for calendar year 2014, the employee would be entitled to ten (10) days of vacation, having completed two (2) full years of employment by December 31, 2013.