

**SEIU LOCAL 32BJ**

**SOUTH FLORIDA  
CLEANING  
CONTRACTORS  
AGREEMENT**

**May 1, 2022 - February 29, 2024**

## **AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, by and between Service Employees International Union, Local 32BJ ("Union"), and

\_\_\_\_\_ ("Employer").

### **ARTICLE 1 - RECOGNITION**

Section 1. The Employer recognizes the Union as the exclusive bargaining agent for all full-time and part-time employees employed by the Employer as building service employees, excluding managers, guards, supervisors, and confidential employees as defined in the National Labor Relations Act, at buildings within the South Florida Market as defined herein, and at which the Union has been specifically recognized by the Employer pursuant to a written recognition agreement.

The South Florida Market shall consist of the area encompassed by the map attached as Exhibit A, including Downtown Miami, Brickell, Doral/Miami Airport, West Miami Dade, Midtown/Overtown, Miami Beach in Miami Dade County and Downtown Fort Lauderdale, Sunrise, Weston, and Plantation in Broward County. "Covered Accounts" are the following categories of buildings in the South Florida Market:

- a) Commercial office buildings over one hundred thousand (100,000) square feet, including commercial office buildings in a complex that total over one hundred thousand (100,000) square feet, but Covered Accounts shall not include any retail locations even if connected to Commercial office buildings;
- b) Institutions of higher education;
- c) Facilities owned, operated or managed by government or quasi-government entities;
- d) Airports;
- e) Museums and other cultural institutions; and
- f) Stadiums and arenas.

Section 2. Where the law requires the Union to demonstrate that a majority of employees at any location or grouping of locations, as the case may be, within this Agreement's jurisdiction as defined immediately above have authorized the Union to act as their collective bargaining representative before this Agreement may be

lawfully applied to such employees, the procedures outlined in Appendix A shall be followed.

Section 3. The Employer shall be bound by the applicable area-wide agreements for all work performed within and subject to the scope of those agreements for all areas within the Union's jurisdiction, including the following agreements and successor agreements thereto: (a) 2019 Pittsburgh Central Business District Contractors Agreement, (b) 2019 Suburban Pittsburgh Contractors Agreement, (c) 2019 Washington Service Contractors Agreement, (d) the 2020 Independent Contractors Agreement (or its RAB counterpart), (e) the 2020 Long Island Contractors Agreement, (f) the 2020 Hudson Valley and Fairfield County Contractors Agreement, (g) the 2020 Hartford Contractor's Agreement, (h) the 2020 Connecticut Contractors Agreement, (i) the 2019 Philadelphia BOLR and Contractors Agreement, (j) the 2019 Philadelphia Suburban Contractors Agreement, (k) the 2019 Delaware Contractors Agreement, (l) the 2020 New Jersey Contractors Agreement, and (m) the 2021 New England Contractors Agreement.

Section 4. Within thirty (30) days following the execution of this Agreement, each Employer will furnish the Union with the following information about all sites that meet the criteria for inclusion under this Agreement as set forth in Section 1 above: the location and building owner or manager, and the names, addresses, the last four digits of social security numbers, wage, benefit rates, date of hire, classification and shift hours of each employee by location. The Employer shall update this list upon reasonable request by the Union, and within thirty (30) days of the Employer being awarded a cleaning contract for a building or group of buildings which meets the criteria for inclusion under this Agreement as set forth in Section 1 above. The date of hire provided to the Union shall serve as each employee's seniority date unless it objected to within six (6) months of receipt.

Section 5. Recognition trigger for:

- a) Coral Gables and the adjacent area in the City of Miami as follows: East of SW 42<sup>nd</sup> Avenue to the Atlantic Ocean, South of SW 5<sup>th</sup> Street, and North of N. Prospect Avenue;
- b) the areas of Broward County not included in Section 1.

The Employer shall be required to implement the Employee Free Choice Procedure ("EFCP"), attached as Appendix A, at a Covered Account or Accounts chosen by the Union, when an area defined in Section 3 above has at least sixty percent (60%) of the commercial office buildings over one hundred thousand (100,000) square feet and of the commercial office buildings of at least sixty thousand (60,000) square feet that are in a complex that contains a total of over one hundred thousand (100,000) square feet, are subject to this Agreement or similar agreement that provides for card check recognition with respect to building service employees, or are under a collective bargaining agreement. Each area defined above is subject to this same recognition trigger requirement. It is

understood that the Employer agrees to pay the wages and benefits of the industry-wide agreement not later than four (4) years after recognition of the Union at that building, and that Section 1 of Article 13 (No Strike No Lockout) shall not apply to these sites until a rider has been negotiated.

**ARTICLE 2 - WAGES**

Section 1. The following minimum rates and wages increases shall apply:

	<b>Effective May 1, 2022</b>		<b>Effective 10/1/2022</b>		<b>Effective 10/1/2023</b>	
	Minimum Rate	Minimum Increase	Minimum Rate	Minimum Increase	Minimum Rate	Minimum Increase
<b>Part-time</b>	\$11.00	\$0.50	\$12.00	\$0.50	\$13.00	\$0.50
<b>Full-time</b>	\$11.50	\$0.50	\$12.50	\$0.50	\$13.50	\$0.50

The minimum increase shall be applied first. If the employee is below the minimum rate after receiving the minimum raise, the employee shall have his or her wage rate increased to get to the minimum rate.

Notwithstanding, employees hired on or after October 1, 2021 shall receive a minimum increase of twenty five cents (\$0.25) on May 1, 2022. The May 1, 2022 increase shall not apply to employees hired on or after December 17, 2021.

Section 2. The minimum hourly wage rates set forth in this Agreement shall exceed any statutory applicable minimum wage rate by one dollar (\$1.00).

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

Section 4. For facilities owned, operated or managed by government or quasi-government entities, the wages and benefits for these accounts shall be consistent with any applicable living wage ordinance, including the Broward County Living Wage Ordinance, the Miami-Dade Living Wage Ordinance, the Miami Living Wage Ordinance, or the Miami Beach Living Wage Ordinance. Further, if no such ordinance applies, the economics shall be determined by the funding provided by the governmental or quasi-governmental entity, if applicable.

**ARTICLE 3 - HOURS OF WORK**

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

Section 2. If overtime requirements cannot be met on a voluntary basis, it shall be assigned in order of reverse seniority where practical, consistent with the

employee's ability to perform the job. No overtime shall be worked except by direction of supervisory personnel of the Employer. Any error in assignment will be corrected by offering the next overtime opportunity to the affected employee.

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

Section 4. An employee who is regularly scheduled for thirty (30) hours or more per week shall be considered a full-time employee. All employees regularly scheduled less than full-time and consistent with this Article shall be considered part-time employees.

Section 5. The minimum shift for all employees shall be four (4) hours per shift.

#### **ARTICLE 4 - BENEFIT FUNDS**

Section 1. Effective January 1, 2023, the Employer shall make monthly contributions for each employee to a trust fund known as the "Building Service 32BJ Thomas Shortman Training, Scholarship and Safety Fund" ("Training Fund"), payable when and how the Trustees determine, to provide the employees with such benefits as may be determined by the Trustees.

Section 2. Contribution Rates: Effective January 1, 2023, the rate of contribution to the Training Fund shall be fourteen dollars and thirteen cents (\$14.13) per month for each employee.

Section 3. If the Employer fails to make required reports or payments to the Training Fund, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and, liquidated damages as provided in the Training Fund's trust agreement, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, and court costs.

Section 4. If the Employer is regularly or consistently delinquent in Training Fund payments, it may be required, at the option of the Trustees of the Training Fund, to provide the Training Fund with security guaranteeing prompt payment of such payments.

Section 5. By agreeing to make the required payments into the Training Fund, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended, and the rules and regulations adopted or hereafter adopted by the Trustees of the Training Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Fund shall make such amendments to the Trust Agreements and shall adopt such regulations as may be required to conform to applicable law.

Section 6. Waiting Periods:

- a) Employers shall have no obligation to contribute to the Training Fund for any employee until such employee has ninety (90) calendar days employment or seniority (hereinafter the "90 Day Waiting Period").
- b) Employees shall not be eligible to receive benefits until the end of the waiting period.

**ARTICLE 5 - PAID HOLIDAYS**

Section 1. The Employer shall grant to all full-time employees the following holidays off with pay:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Section 2. An employee who submits a request to use a PTO day on Martin Luther King, Jr. Day shall not be unreasonably denied. If more employees make such a PTO request than the Employer is able to approve for a particular work site, the requests shall be considered in the order of seniority.

Section 3. A full-time employee required to work on any of the holidays listed above in Section 1 shall be given holiday pay plus straight time for hours worked, except for Christmas Day, where any full-time employee required to work shall be given holiday pay plus two (2) times their regular rate of pay for all hours worked.

Section 4. The Employer shall grant to all part-time employees Christmas Day off with pay. A part-time employee required to work on Christmas Day shall be given holiday pay plus two (2) times their regular rate of pay for all hours worked.

Section 5. When a legal holiday covered by this Agreement falls on an employee's day off, same shall be compensated for at straight time hourly rate of pay, or, in lieu thereof, the employee shall receive one (1) day off with pay within a period of two (2) weeks following such holiday. The Employer agrees the requested day off shall not be unreasonably denied.

Section 6. In order to be eligible for holiday pay, an employee must work all his/her scheduled hours on the workday before and after the holiday unless he/she is on excused absence or approved paid or unpaid leave.

Section 7. Each year, the Employer shall post at the work site a list of the actual calendar day in which the holidays above in Section 1 are observed by the building.

Any employee receiving more than six (6) paid holidays shall continue to receive such additional paid holidays.

## **ARTICLE 6 – PAID TIME OFF (PTO)**

Section 1. All employees who have been employed for at least one (1) year with substantial continuity in any building or by the same Employer shall receive three (3) paid days off (PTO) on the date this Agreement is triggered. Thereafter, all employees who have been employed for at least six (6) months with substantial continuity in any building or by the same Employer shall receive five (5) PTO days on January 1 of each subsequent calendar year (respectively, the PTO Date), and all employees who have been employed for less than six (6) months with substantial continuity in any building or by the same Employer shall receive three (3) PTO days on January 1 of the subsequent calendar year. Length of employment for PTO shall be based upon the length of employment an employee has as of the PTO Date in the calendar year in which the PTO is given. The five days shall be awarded on each PTO Date regardless of the number of the number of hours worked in the employee's previous calendar year. Any employee receiving more PTO (including paid sick days and/or paid vacation days) than set forth above shall continue to receive such additional vacation.

Notwithstanding, employees who received PTO from the Employer prior to the Effective Trigger Date of this Agreement shall, upon the Effective Trigger Date, only be entitled to receive additional PTO in the amount necessary to equalize the employee's aggregate annual PTO award to the amount required by this Agreement.

Section 2. The amount of pay which an employee shall receive for each day of PTO shall be based upon the employee's regular weekly work schedule.

Section 3. PTO days cannot be carried over from one calendar year to the next, nor can they be cashed out.

Section 4. The employee's request for PTO shall not be unreasonably denied. Where there is a conflict with current workloads because the Employer receives simultaneous requests from two (2) or more employees for vacation on the same day, seniority will prevail.

Section 5. 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 PTO.

## **ARTICLE 7 - LENGTH OF SERVICE**

Section 1. The employee's length of service shall be computed from the date on which he/she is hired by the Employer or date of employment in the building,

whichever is longer. The employee or the Union shall provide verification that the employee was continuously employed at the building. Seniority, by classification, shall be the sole factor in determining the employees' layoff and recall order. One shop steward per shift shall have super seniority.

Section 2. The Employer shall make available a seniority list upon the Union's request. Conflicts in seniority dates shall be resolved through the grievance procedure.

Section 3. Seniority of an employee shall be broken or terminated when he or she:

- a) Quits.
- b) Retires.
- c) Is discharged for just cause.
- d) Is absent from work for a period of three (3) consecutive workdays without notifying the Employer unless the employee has an excuse acceptable to the Employer.
- e) Fails to report for work at the close of a leave of absence, unless the employee has an excuse acceptable to the Employer.
- f) Fails, following layoff, to return to work within five (5) working days following receipt of notice of recall from layoff by telephone or within five (5) days of notice sent to the last known address.
- g) Has been on layoff for a period of more than twelve (12) months.
- h) Accepts new employment during a period of sick or medical leave without prior special written permission.

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

## **ARTICLE 8 - TRANSFERS**

Section 1. Should an Employer permanently transfer a Union steward who has been designated as such in writing for at least thirty (30) days, from one building to another (i.e. transfers other than those which are done on a temporary basis for short-term business needs), the Employer agrees to notify the Union of said transfer, prior to the transfer, and upon request by the Union, discuss the transfer and effects on the employee. This provision does not apply to a transfer due to the request of a customer.

Section 2. If an employee is removed from a location upon the request of a customer, the Employer may remove the employee from further employment at that location provided there is a good faith reason to justify the removal. Upon request, the Employer shall provide to the Union written notice that it has received a request that the employee be removed. Unless the Employer has cause to discharge the employee (i.e. the reasons for the request by the



customer to remove the employee involves cause to discharge), the Employer will place the employee in a similar job at another facility within the same geographic area covered by this Agreement in which the employee is currently employed where that is feasible; except where the Union and Employer agree to place the employee in a similar job in a different geographic area. Such transfer shall be without loss of entitlement, seniority, or reduction in pay or benefits, unless there are no other positions available which have the same rate of pay and benefits. Where an employee is involuntarily transferred, the Employer shall make every effort to place the employee in a new position as soon as possible.

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

Section 4. This Article shall not establish any “bumping” rights.

#### **ARTICLE 9 - UNION SECURITY AND CHECK-OFF**

Section 1. The Employer agrees to deduct monthly dues, initiation fees, agency fees, American Dream Fund, or Political Action Fund contributions from the wages of an employee covered by this Agreement, when authorized by the employee in writing in accordance with applicable law, and shall remit to the Union such dues or other monies within thirty (30) days thereafter. The Union will furnish the necessary authorization forms to the Employer. At the same time the Employer remits its dues each month, the Employer shall provide the Union a list of employees by work location, and include the name, home address, social security number, date of birth, date of hire, and/or termination date, and Union deduction, if made.

Section 2. At the time of hire, the Employer shall give to the new employees a packet, provided by the Union, containing a Union membership application form, check-off authorization form, American Dream Fund authorization form, and, where appropriate, benefit fund enrollment forms. The Employer will send to the Union offices those forms (or portions thereof) that the employee chooses to fill out and return to the Employer.

Section 3. The Union agrees to hold the Employer harmless and indemnified against any and all claims, liability, or fault arising out of the Employer's compliance with this Article.

Section 4. If an employee does not revoke his or her check-off authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have renewed his

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

Section 5. The Employer shall provide the Union the name and classification of any new or additional employee hired within thirty (30) days.

Section 6. The Employer shall maintain accurate employee information and transmit dues, initiation fees, and all legal assessments deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address, and the employee's classification. The Union shall provide any necessary training opportunity to the Employer to facilitate electronic transmissions.

Section 6. The parties acknowledge and agree that the term "written assignment" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to ADF Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "authorization" for purposes of this Agreement.

#### **ARTICLE 10 - FUNERAL LEAVE**

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

#### **ARTICLE 11 - DISCHARGE AND DISCIPLINE**

Section 1. It is agreed that each party shall treat the other with mutual respect and dignity and that the Employer shall only discharge or discipline employees for just

cause. The Employer agrees to use progressive discipline. When practicable, discipline must be given in writing within five (5) working days of the offense. Where feasible and appropriate, disciplinary notices will be provided in Spanish as well as English, but the English version shall control. Copies of all suspension and termination notices will be given to the Union within five (5) working days of their issuance. It is also agreed that all work shall be of a standard approved by the Employer. Work which is not up to the standard set by the Employer shall subject the employee performing such work to discipline.

Grounds for immediate termination shall include, but not be limited to, the following serious offenses:

- a) Falsification of company records other than employee error.
- b) Reporting to work intoxicated, impaired or under the influence of illegal drugs.
- c) Working intoxicated, impaired or under the influence of illegal drugs.
- d) Serious acts of insubordination.
- e) Possessions of open containers of alcoholic beverages or use of any illegal drugs while on the Employer's property or engaged in the Employer's business.
- f) Stealing from the Employer, co-workers, tenants, or visitors to the property.
- g) Fighting or threatening another person with physical violence while on the job and/or on the Employer's property.
- h) Carrying an illegal weapon on the job.
- i) The intentional damage or destruction of the Employer's equipment or property.
- j) Lewd or lascivious conduct.
- k) Serious acts of sexual harassment or misconduct.

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

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

Step 1: 1<sup>st</sup> written warning.

Step 2: 2<sup>nd</sup> written warning or suspension, depending on the seriousness of the offense.

Step 3: Final written warning or termination, depending on the seriousness of the offense.

Section 3. All written disciplinary warnings shall be removed from the employee's file after twelve (12) months and cannot be used thereafter as part of the disciplinary procedure.

Section 4. All employees shall have the right to have a steward present at any investigative meeting that the employee reasonably believes might lead to discipline. It is the employee's responsibility to request that the steward be present. Where feasible and appropriate, the meeting will be conducted in the language in which the employee is most fluent. An employee shall have the right to have a Union staff member present at an investigative meeting so long as the Union staff member is on the site or immediately available.

## **ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. Grievance Procedure:

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

Step 1. The employee, the Union, and the immediate supervisor shall attempt to resolve any disputes or differences at the time they arise or as soon as practicable thereafter. In the event they are unable to resolve the issue, a grievance shall be reduced to writing by the Union and submitted to the Employer's designated representative within ten (10) working days after the Union has knowledge or should have had knowledge of the incident or occurrence giving rise to the grievance. For disputes involving basic wage violations, failure to remit or deduct dues, initiation fees, or political contributions, and where there is no bona fide dispute whether the monies are due and owing, the grievance shall be submitted within one hundred & eighty (180) days from the date of the initial violation or failure to remit or deduct dues.

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

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

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

## Section 2. Arbitration.

A. Should a matter be referred to Arbitration, the parties shall use the following panel of arbitrators in rotating order: Allan Weitzman, Thomas Humphries, and Patricia Renovitch.

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

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

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

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

F. Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either

party may, in its sole and absolute discretion, take any action necessary to enforce such award including, but not limited to, suits at law.

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

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

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

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

### **ARTICLE 13 - NO STRIKE AND NO LOCKOUT**

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

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

## **ARTICLE 14 - LAY-OFF AND RECALL**

Section 1. The Employer agrees to notify the Union at the earliest date possible in the event of lay-off. The Employer further agrees that all lay-offs will be in reverse order of seniority by classification within a location and that all recalls shall be in order of seniority by classification within a location. The Employer shall offer openings for which a laid off employee is qualified to employees on the layoff list before other applicants. The Employer will proactively offer a similar position for which the laid off employee is qualified to employees on the layoff list by using one of the following methods. The Employer may mail a letter with the offer information to the employee's last known address. For those employees who have provided their Employer with email addresses, such offer may be made by email. Emails and letters will be copied to a designated Union representative. Employers may also make the offer by telephone, provided the Employer either a) obtains a written response to the offer from the employee; b) makes a joint call with a designated Union representative; or c) sends an email to a designated Union representative confirming that the call was made and stating the name of the employee, the time and date of the call, the date of the employee was laid off, the location and shift being offered to the employee, the employee's phone number and last known address, and (if available) the employee's email address. Employees shall have five (5) working days from receipt of the letter and/or email and/or phone call to accept or decline the offer. Employers will notify the Union of which of the above recall processes they are using.

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

## **ARTICLE 15 - UNION RIGHTS**

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

Section 2. All employees shall have the right to inspect their personnel file in the presence of a Union representative.

Section 3. When and where other materials of Employer are posted at a site, the Employer shall provide space for Union literature in a place convenient for employee use at the work site. All literature posted shall be official Union documents from the Union and shall not disparage the Employer.

Section 4. Stewards shall obtain permission of their supervisor before leaving their

work site and shall report back to their supervisor upon return to the work site. Upon entering the work site of another supervisor's responsibility, the steward will contact the supervisor before contacting any employee.

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

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

Section 7. Shop stewards, if one exists at the location, shall be given an opportunity before or after working hours to meet with new employees to provide information on the Union.

Section 8. Should the Union desire to provide training of the steward under this Agreement, the Union and the Employer shall discuss a reasonable period of unpaid leave so that the steward may receive such training.

Section 9. The provisions of this Article shall be interpreted and applied so as not to interfere with the Employer's operations, and access will be denied if the owner or manager objects to such access. If an owner or manager objects to access, the Employer agrees to meet and confer with the Union on alternative means of access.

#### **ARTICLE 16 - DISCRIMINATION**

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

Section 2. The provisions concerning preventing sexual harassment are set forth in Appendix B.

#### **ARTICLE 17 - MANAGEMENT RIGHTS**

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



Employer. The Union does not oppose the Employer's use of timekeeping or other technologies; however, the Employer agrees to give the Union reasonable notice and opportunity to bargain prior to implementing new systems that involve use of employees' personal devices (e.g., an app installed on the employee's phone).

## **ARTICLE 18 - UNPAID LEAVES OF ABSENCE**

Section 1. The Employer, regardless of size, agrees to comply with the federal Family Medical Leave Act, as it may be from time to time amended and interpreted. Nothing herein shall be construed to alter the definition of an "eligible employee" under any of these statutes.

Section 2. In addition to the leave entitlements in Section 1 above, [employees who have completed six (6) months of continuous service] may request an unpaid leave of absence for the reasons listed below, which the Employer shall not unreasonably deny so long as the employee has given two (2) weeks advance written notice, or in cases of emergencies, as much advance notice as practicable. The leave of absence, if granted, will be reduced to writing with a date for starting and ending. The employee will return to their current or equivalent position without loss of seniority, so long as the employee returns to work as agreed when the leave of absence was granted. The employee may use PTO leave toward the leave of absence. The payment of health insurance after thirty (30) days shall be the responsibility of the employee.

- |                 |  |
|-----------------|--|
| Compassionate:  | Up to six (6) months for the care of another person upon submission of appropriate documentation.  |
| Medical leave:  | Up to six (6) months for medical reasons with documentation stating the employee may return to work without limitations to assume full duties.   |
| Military leave: | As required by federal law.  |
| Civic leave:    | For any employee who is required to report for jury service or to testify in any legal proceeding as a result of a subpoena, a copy of which shall be supplied to the Employer upon request.                     |
| Personal Leave: | Up to sixty (60) days for personal leave for travel or other personal reason. The employees shall give at least one (1) month notice of intent to take such leave and the leave will not be unreasonably denied. |

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

## **ARTICLE 19 - HEALTH & SAFETY**

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

Section 2. The Employer shall provide right to know training, as required by law, for every employee including, but not limited to, training on infectious and hazardous waste, hazardous substances used or present in the workplace, and proper safety procedures for all employees.

Section 3. The Employer will provide all supplies, including gloves, goggles or other necessary safety equipment free of charge. The Employer will provide, repair, and maintain all equipment needed to perform the job in a safe and efficient manner free of charge.

Section 4. The Employer shall have available upon request copies of OSHA 300 logs.

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

Section 6. The parties agree that within thirty (30) days of a request by either party, but not more than quarterly, the Employer and Union will meet as a Safety Committee. The Safety Committee's purpose shall be to review safety issues.

Section 7. The Employer may implement COVID-19 controls including, but not limited to, masking and social distancing, including staggered lunch period, break periods and/or start time, and any other reasonable controls demanded by a customer, in accordance with guidance issued by an appropriate local, state, or federal authority. The parties shall meet and confer over any vaccination mandate requirements.

## **ARTICLE 20 - UNIFORMS**

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

## **ARTICLE 21 - WORKLOAD**

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

## **ARTICLE 22 - IMMIGRATION**

Section 1. The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extensions, continuations, or other status required by the Immigration and Naturalization Service without having to take a leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to take an unpaid leave for a period of up to one hundred & twenty (120) days and return the employee to work with no loss of seniority provided the Employer is still in the building. All of the above shall be in compliance with existing laws.

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

Section 3. Except as prohibited by law, when an employee presents satisfactory evidence of a name or social security number change, or updated work authorization documents, the Employer shall modify its records to reflect such change and the employee’s seniority will not be affected. Such change shall not be the sole basis of adverse employment action, notwithstanding any information or documents provided at the time of hire.

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

## **ARTICLE 23 - SECURITY BACKGROUND CHECKS**

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

Section 2. In cases where a contractor takes over a building and does a security

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

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

#### **ARTICLE 24 - WORK PRESERVATION**

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

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

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

#### **ARTICLE 25 - CONTRACTOR TRANSITION**

Section 1. When the Employer bids or takes over the servicing of any job location where the present employees are working under the terms of a collective bargaining agreement with this Union in Florida, the Employer agrees to contact the Union for the seniority list and offer employment first to the current employees by seniority needed to fill the cleaning contract. The Employer will not reduce the wage rate of any employee hired and will recognize the seniority of the employees hired so employees do not lose benefits due to the change in Employer. Notwithstanding, the Employer shall not be required to offer employment to any employee or honor any wage rate or other term that was not in place sixty (60) days prior to notice of the account transition. Without limiting the foregoing, the Employer shall not be required to offer employment to any employee or honor any wage rate or other term that was added by an outgoing contractor in anticipation of being terminated from that job.

Section 2. If the Employer loses the account/location, all unused PTO shall be paid out to the employee in their final paycheck. The Employer will provide the Union a final summary such payments within two (2) weeks of ceasing operations at a location.

Section 3. The Employer shall be required to notify promptly in writing the Union as soon as the Employer receives formal notice that bids are being taken for the contract on that building or there is written cancellation of an account/location.

Section 4. The Employer shall provide the Union within thirty (30) calendar days of taking over the account/location the names of employees at the account/location, their rates of pay, hours and other benefits provided at the account/location. The Employer shall adhere to the procedures in Appendix A.

Section 5. If the Employer loses the account/location, the successor Employer shall permit an employee, upon request, to take unpaid leave equal to the unused PTO days which the predecessor Employer paid to the employee because of the turnover of the account.

#### **ARTICLE 26 - MAINTENANCE OF CONDITIONS**

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

#### **ARTICLE 27 - SAVING CLAUSE**

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

#### **ARTICLE 28 - LABOR MANAGEMENT MEETINGS**

Where matters of mutual concern arise, the Employer and the Union have agreed to conduct Labor Management meetings to discuss matters of mutual concern to both parties which may include, but not be limited to, issues concerning filling of job openings, the employment of relatives, work assignments, and other workplace issues. Meetings will be scheduled at reasonable times and with reasonable notice by the party requesting the meeting. The purpose of these Labor Management meetings will be to facilitate the relationship between the Union, the employees, and the Employer. The purpose of these meetings is not to discuss or resolve grievances. The subjects discussed during these meetings will not be subject to the grievance and arbitration process in the Collective Bargaining Agreement.

The Union agrees to provide updates to the Employer regarding its organizing efforts in the South Florida market on a regular basis during the term of this contract. The parties will mutually agree to schedule meetings for these updates not more than monthly but not less than quarterly.

#### **ARTICLE 29 - MOST FAVORED EMPLOYER CLAUSE**

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

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

#### **ARTICLE 30 - DURATION**

Section 1. It is recognized this Agreement is between each Employer individually and the Union, and the parties specifically agree that neither this Agreement nor the negotiations leading thereto shall constitute evidence, or create any claim, of a multi-employer bargaining association or multi-employer bargaining unit. To the contrary, the parties agree that multi-employer bargaining does not exist among the parties.

Section 2. This Agreement shall become effective at 12:01 on May 1, 2022 and shall continue in full force and effect through midnight February 29, 2024. This Agreement shall automatically renew for successive one (1) year periods, and its expiration date shall be modified accordingly, unless either party gives written notice to the other party of its desire to terminate this Agreement at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration date, in which event this Agreement shall terminate on the expiration date following the giving of such written notice.

The parties hereby execute this Agreement:

**For SEIU Local 32BJ:**

**For (the Employer)**

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

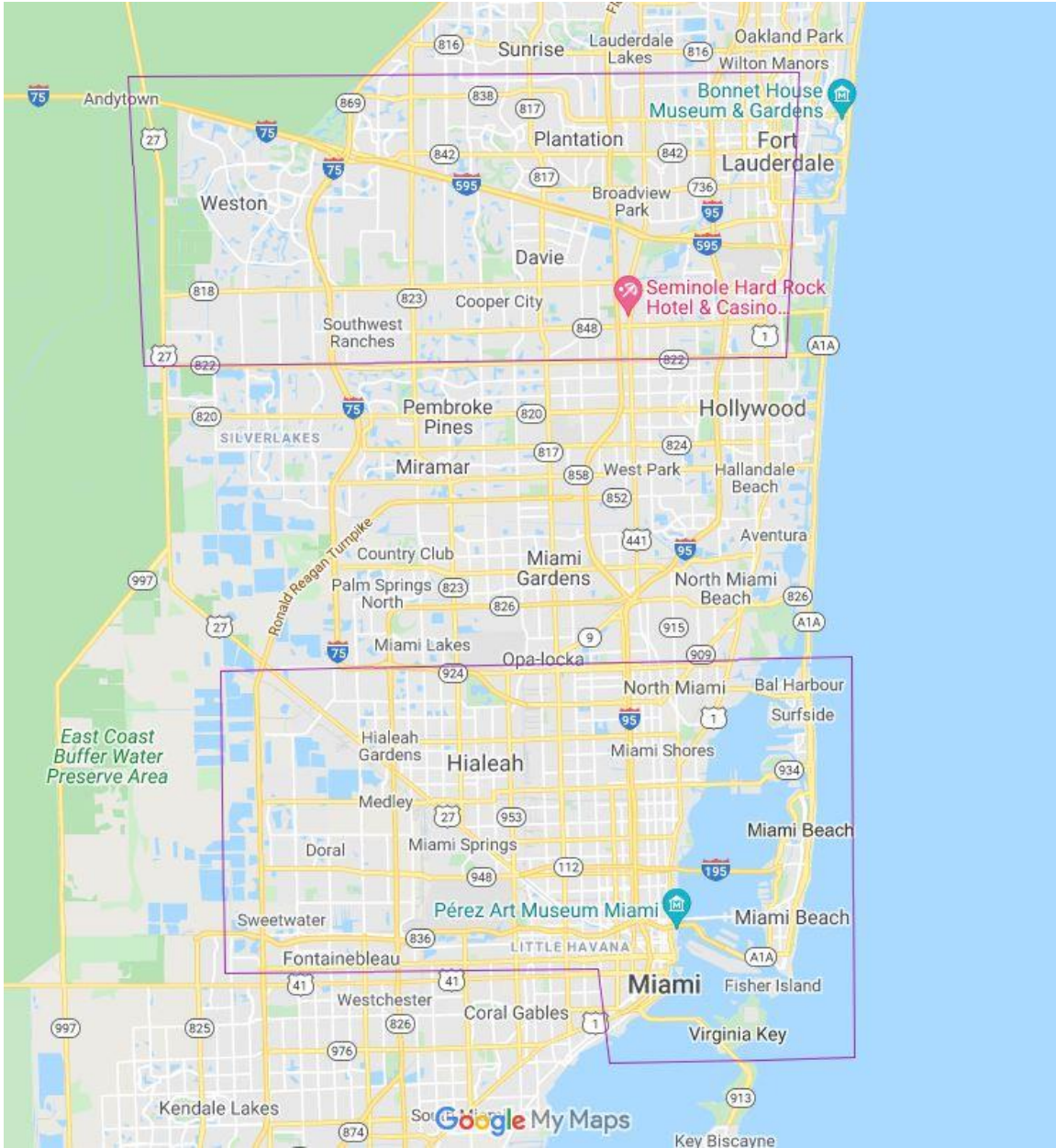
\_\_\_\_\_  
*Date*

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

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

# EXHIBIT A

## MAP OF SOUTH FLORIDA MARKET BOUNDARIES





## **APPENDIX A**

### **RECOGNITION PROCEDURE**

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

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

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

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

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

5. Within seven (7) days following receipt of a notice of intent to organize, a short informational meeting (of approximately twenty (20) minutes duration) for each shift shall be scheduled at the mutual convenience of the Employer and the Union at each affected site, at which the Employer and Union shall jointly address the employees. At said meeting, the Employer shall inform employees that it has no objection to employees exercising their right to join a Union and that there will be no punishment or retaliation against employees who choose to do so. At said meeting, the Union will be given an opportunity to address the employees, to provide information about the Union and the

Collective Bargaining Agreement, and to answer any questions the employees might have. No authorization cards shall be solicited or distributed in the presence of Employer supervisors or agents.

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

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

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

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

## APPENDIX B

### SEXUAL HARASSMENT IN THE WORKPLACE

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

- F. Upon receiving a report of sexual harassment by an employee, the Employer will take reasonable steps to ensure the employee accused does not have direct contact with the employee they are alleged to have harassed until such time as the Employer has completed its investigation and made a determination as to the allegation. Appropriate action shall be taken thereafter. The Employer has the right to transfer an accused employee between work sites or suspend an employee where appropriate until the investigation is complete. If necessary, the Employer may temporarily transfer both (or all) parties to separate work sites until the investigation is complete.
- G. If the Employer determines that an employee has engaged in sexual harassment, the employee will be subject to disciplinary action, up to and including termination of employment. The following language will be added to the list of "Grounds for immediate termination" in Article 11, Section 1 of the Agreement: "Serious acts of sexual harassment or misconduct."
- H. There shall be no retaliation against employees who report claims of sexual harassment or who participate in an investigation concerning sexual harassment.

## **SIDE LETTER OF AGREEMENT**

SEIU Local 32BJ and the Employers who are party to the South Florida Cleaning Agreement (the "Agreement") agree that the terms of the Agreement shall not go into effect until May 1, 2022. The Union agrees that the employer may implement terms up to 30 days prior to May 1, 2022.