K#9293

Bat.

COLLECTIVE BARGAINING AGREEMENT

between

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 32BJ

and

WASHINGTON SERVICE CONTRACTORS ASSOCIATION-BALTIMORE CITY

START: January 1, 2008

EXPIRATION: October 15, 2011

AGREEMENT

This Agreement, dated as of 1/1/08 by and between Service Employees International Union, Local 32BJ. ("Union") and the Washington Service Contractors Association-Baltimore City, on behalf of its contractor members, ("Employer").

ARTICLE 1
RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining agent for its janitorial employees (including lead janitors) employed in commercial office buildings in the City of Baltimore, excluding supervisors and guards, as defined in the Labor Management Relations Act, office clerical employees, professional employees, special service cleaners, and employees employed in commercial office buildings under 50,000 square feet.

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

Section 2. The Employer shall be bound by and subject to the applicable area-wide agreements for all work performed within and subject to the scope of those agreements for all areas within the Union's jurisdiction, including the following agreements and successor agreements thereto: 2003 District of Columbia Contractors Agreement, the 2003 Montgomery County Contractors Agreement, the 2005 Independent Contractors Agreement (or its RAB counterpart), the 2005 Long Island Contractors Agreement, the 2005 Hudson Valley Contractors Agreement, the 2005 Fairfield County Agreement, the 2005 Hartford Agreement, the 2006 Connecticut Contractors Agreement, the 2005 New Jersey Contractors Agreement, the 2007 Philadelphia BOLR or Independent Contractors Agreement, and the 2006 Philadelphia Suburban Contractors Agreement.

Section 3. Within thirty (30) days following the execution of this Agreement, each Employer will furnish the Union with the location and building owner of all the buildings which it cleans in Baltimore City. The Employer shall update this list upon reasonable request by the Union. Upon implementation of this Agreement in a particular market, the Employer shall provide the Union with the names, addresses and social security numbers of all of its employees who are employed within Baltimore City. Should an Employer secure a cleaning contract for any building in a Baltimore City after the Agreement has already been implemented, the Employer shall within thirty (30) days thereafter notify the Union of same and furnish the Union with the location of the account and name of owner as well as the names, addresses and social security numbers of its employees employed at the said building or buildings.

ARTICLE 2
WAGES

Section 1. Effective January 1, 2008 through the term of the contract, the following minimum rates shall apply to all employees covered by this Agreement:

Classification	1/1/08	7/1/08	1/1/09	7/1/09	1/1/10	7/1/10	1/1/11	7/1/11
PT Cleaner	8.90	9.10	9.40	9.70	10.00	10.30	10.60	10.90
PT Cleaner Start Rate*	7.90	8.10	8.40	8.70	9.00	9.30	9.60	9.90
FT Cleaner	9.475	9.70	10.025	10.20	10.59	10.80	11.19	11.40
Day Porter	10.40		10.70		10.95	11.20	11.45	11.70

*Twelve (12) month maximum for Part Time Start Rate
Lead: .$0.25 above the above listed rates.
The minimum hourly wage rates shall exceed any statutory applicable minimum wage rate by fifty cents ($0.50).

Section 2. An employee called in to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours of pay.

Section 3. The decision to assign an employee to the Lead Classification or to remove an employee from the Lead Classification shall rest within the sole discretion of the Employer. The Employer agrees that any employee designated as a Lead or removed from the Lead classification shall be so notified in writing.

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 employees regular hourly rate of pay.

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

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

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

Section 5. An employee who is regularly scheduled for thirty-five (35) hours or more per week shall be considered a full time employee.

Section 6. The minimum shift of all employees shall be 4 hours per shift.

ARTICLE 4
BENEFIT FUNDS

Section 1. Health Fund

1.1 From January 1, 2008 through February 29, 2008, the Employer shall continue to make contributions to the SEIU Plan V, as and under the terms provided for under the 2003 Agreement, except that the monthly contributions for each eligible employee shall be $264.31. Effective March 1, 2008, any Employer already providing such coverage shall continue to provide single health coverage to each employee scheduled to work thirty-five (35) hours or more per week who has completed six (6) months of continuous employment, with no employee premium sharing. The Employer shall make monthly contributions for each eligible employee, as indicated below, to a health trust fund known as the "Building Service 32BJ Health Fund" ("Health Fund"), with such health benefits as may be determined by the Trustees:

3/1/08	1/1/09	1/1/10	1/1/11
247.00	253.00	260.00	267.00

1.2 The Employer shall make contributions to the Health Fund for all employees who work less than thirty-five (35) hours per week, as indicated below, payable when and how the Trustees determine, with such health benefits as may be determined by the Trustees:

1/1/09	1/1/10	1/1/11
.15 per paid hour per employee	.30 per paid hour per employee	.40 per paid hour per employee

New employees who work less than thirty-five (35) hours per week shall have a waiting period of three (3) months before becoming eligible to participate in the Health Fund, but there shall be no waiting period for Employer contributions.

1.3. For Full-Time employees, the Employer may provide alternative health coverage so long as benefits provided are comparable to the coverage provided by the Health Fund. Any Employer who provides or wishes to provide such alternative coverage must notify the Union in writing and provide the Union a copy of the Summary Plan Description setting forth the benefits. The Union must provide the Employer with sufficient advance notice of any materials changes in Health Fund benefits to allow the Employer to modify the alternative coverage it is providing in order to continue providing comparable benefits.

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

Section 2. Training Fund

2.1. Effective January 1, 2009, the Employer shall make contributions to the Local

32BJ Thomas Shortman Training Fund ("Training Fund") for all employees, as indicated below, covered by this Agreement under the terms of the Training Fund:

1/1/09	1/1/10	1/1/11
.05 per paid hour per employee	.07 per paid hour per employee	.12 per paid hour per employee

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

2.3. There shall be no Employer contributions to the Training Fund on behalf of employees during their first three (3) months of employment.

Section 3. Provisions Applicable to All Funds

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

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

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

ARTICLE 5
PAID HOLIDAYS

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

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

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

Section 3. 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 or approved paid or unpaid leave.

Section 4. The Employer shall post in the office at the work site a list of the holidays observed by the building.

ARTICLE 6
VACATIONS

Section 1. Full-time employees covered by this Agreement shall receive vacation in accordance with the following schedule unless the Employers current vacation policy exceeds this schedule: one (1) week of vacation with pay after completion of one (1) year of continuous employment; two (2) weeks of vacation with pay after completion of three (3) years of continuous employment; three (3) weeks of vacation with pay after completion of ten (10) years of continuous employment.

Part-Time employees covered by this Agreement shall receive one (1) week of vacation with pay after completing 1 year of employment, and two (2) weeks of vacation with pay after completing four (4) years of employment, unless the Employers current vacation policy exceeds this schedule. Employees who have completed 1 year of employment by 1/1/03 will be able to take the one (1) week of vacation beginning in 1/1/03.

Section 2. The employee's vacation shall be paid at the employee's current rate of pay. Vacation pay is to be given to the employee on the pay day preceding the week that the vacation begins if requested.

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

Section 4. The Employer agrees to pay all employees for all unused vacation upon separation on the next practical pay day. The amount of vacation pay is pro-rated based on the amount of service since the last anniversary day of the employee.

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

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

Section 7. When the Employer takes over a Union contractor's account, the Employer will recognize seniority, past service, and earned vacation, and employees shall not be required to serve a new probationary period. The outgoing contractor shall pay the pro-rated vacation pay that is due with the last payroll check. The successor Employer shall pay the balance due at the time the vacation is accrued and taken and shall recognize and grant the full time off that is due.

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

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. Upon request, the employee and/or Union shall provide to the Employer verification of seniority. Seniority by classification shall be the sole factor in determining the employee's layoff and recall order. One shop steward per shift shall have super seniority

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

Section 3. All new employees hired in locations covered by this Agreement shall be on probation for sixty (60) days 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
SICK LEAVE

Section 1. All employees who have completed four (4) months of continuous service shall receive three (3) paid sick days per year.

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

Section 3. Employees covered by this Agreement may accrue and carryover a maximum of six (6) days sick leave.

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

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

ARTICLE 9
UNION SECURITY AND CHECK-OFF

Section 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 thirty-first (31st) day following the date this Article applies to their work location or their date of employment, whichever is later. The requirement of

membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.

Section 2. Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, the employee shall be discharged within fifteen (15) days of the letter if prior thereto the employee does not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within ten (10) days after written notice of the determination has been given to the Employer. The Employer shall be responsible for all revenue lost by the Union by reason of any failure to discharge an employee who is not a member of the Union, if the Union has so requested in writing.

Section 3. The Employer agrees to deduct monthly dues, initiation fees, agency fees, American Dream Fund or Political Action Fund contributions from the wages of an employee covered by this Agreement, when authorized by the employee in writing in accordance with applicable law, and shall remit to the Union such dues or other monies within thirty (30) days thereafter. The Union will furnish the necessary authorization forms to the Employer. At the same time the Employer remits its dues each month, the Employer shall provide the Union a list of employees by building, 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 4 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 5. 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 6. 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 7. The Employer shall provide the Union the name and classification of any new or additional employee hired by the end of the employee's second pay period. The Union shall have the right to inspect the Employer's payroll records to determine the employees of the Employer who are covered by this Agreement. All benefit funds provided for under this Agreement shall have the same right to inspect as the Union.

ARTICLE 10
FUNERAL LEAVE

Section 1. All employees covered by this agreement who have completed four (4) months of continuous service shall be granted three (3) days of funeral leave with pay per year due to the death of a spouse, father, mother, son, daughter, brother, sister, grandmother, or grandfather.

Section 2. The Employer may request proof of death or funeral certificate. Funeral leave shall be taken in conjunction with the funeral, Memorial Service or other remembrance ceremony.

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. Except for those violations listed below, the Employer agrees to use progressive discipline as defined in Section 2. Discipline must be given in writing within two (2) working days of the offense. Copies of all suspension and termination notices will be given to the Union within three (3) working days of their issuance. It is also agreed that all work shall be of a standard approved by the Employer. Work which is not up to the standard set by the Employer shall subject the employee performing such work to discipline.

Grounds for immediate termination:

Falsification of company records
Reporting to work intoxicated, impaired or under the influence of illegal drugs
Working intoxicated, impaired or under the influence of illegal drugs
Serious acts of insubordination
Possessions of open containers of alcoholic beverages or use of any illegal drugs while on the Employer's property or engaged in the Employer's business
Stealing from the Employer, fellow employees, tenants or visitors to the property
Fighting or threatening another person with physical violence while on the job and/or on the Employer's property
Carrying an illegal weapon on the job.
The intentional damage or destruction of the Employer's equipment or property
Lewd or lascivious conduct

The parties recognize 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 mandatory prior to discharge for any infraction of a similar nature that is not subject to immediate discharge:

Step One: Verbal Warning
Step Two: 1st written warning
Step Three: 2nd written warning
Step Four: Final written warning/termination. Depending on the seriousness of the offense, the Employer may elect to suspend rather than terminate the employee in step four.

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

Section 4. All employees shall have the right to have a steward present at any investigatory meeting that the employee reasonably believes might lead to discipline. The employee must request the steward to be

present. Where feasible and appropriate, the meeting will be conducted in the language in which the employee is most fluent.

Section 5. All written disciplinary warnings shall be removed from the employees file after eighteen months and cannot be used thereafter as part of the disciplinary procedure.

Section 6. If an employee is removed from a location at the demand of a customer, the Employer may remove the employee from further employment at that location, provided there is a good faith reason to justify such removal, apart from the demand itself. Unless the Employer has cause to discharge the employee, the Employer will place the employee in the least senior, equivalent position for which the employee is qualified, in the Company within the jurisdiction of this Agreement. The employee displaced by the transferred employee shall be placed in the transferred employee's position, provided the displaced employee is qualified for the position. Each employee shall maintain building and entitlement seniority. In the event the Employer is unable to find the transferred employee an equivalent position for which the employee is qualified, the Employer and Union shall meet to discuss an appropriate alternative position and the appropriate wage and benefits.

ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance Procedure

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

Step 1. The employee, Union and the immediate supervisor shall attempt to resolve any disputes or differences at the time they arise or as soon as practicable thereafter. In the event they are unable to resolve the issue, a grievance shall be reduced to writing by the Union and submitted to the Employer's designated representative within five (5) days after the Union has knowledge or should have had knowledge of the incident or occurrence giving rise to the grievance.

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

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

Step 4: If the grievance is not resolved after Step 3, it may be submitted at the request of either party to an Arbitrator whose decision shall be final and binding on the parties and all employees and Employers involved. The Union shall notify the Employer in writing within ten (10) days after its

receipt of the Employer's Step 3 decision or date of the Step 3 meeting (if there is no written decision) of its intention to advance the grievance to arbitration.

Section 2. Arbitration

A. The parties agree to utilize the panel of Arbitrators listed below to decide all grievances submitted to arbitration, as well as any differences arising between the parties as to interpretation, application or performance of any part of this Agreement, and such other issues as are expressly required to be arbitrated before him or her, including such issues as may be initiated by any benefit fund Trustees. The Union shall jointly notify the Employer and the next available panel Arbitrator of the selection of the Arbitrator for the grievance matter. The parties have chosen the following arbitrators: Charles Feigenbaum, Roger Kaplan, Homer Larue, Joseph Sharnoff, Sue Shaw, and Blanca Torres.

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

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

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

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

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

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

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) 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, that no employee shall be required to pass lawful primary picket lines established in an authorized strike, including picket lines established by Local 32BJ pursuant to an authorized strike at another job location. The Employer may not permanently replace or discipline any employee because he or she refuses to pass such a picket line.

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

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 all recalls shall be in order of seniority by classification within a location.

Section 2. All employees laid off shall remain on the layoff list for up to one year.

ARTICLE 15
UNION RIGHTS

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

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

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

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

Section 5. The Union shall have the right to inspect the employee's payroll records as it relates to specific grievances.

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

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

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

ARTICLE 16
DISCRIMINATION

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

ARTICLE 17
MANAGEMENT RIGHTS

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

ARTICLE 18
UNPAID LEAVES OF ABSENCE

Section 1. The Employer agrees to comply with the federal Family Medical Leave Act, as it may be from time to time amended and interpreted. In addition, an employee who has completed four (4) months of continuous service may request an unpaid leave of absence for the reasons listed below, which the Employer shall grant so long as the employee has given two weeks advance written notice, or in cases of emergencies, as much advance notice as practicable. The leave of absence, if granted, will be reduced to writing with a date for starting and ending. The employee will return to their current or equivalent position without loss of seniority. The employee may use any accrued personal or vacation leave toward the leave of absence. The payment of health insurance after thirty- (30) days shall be the responsibility of the employee. If the employee does not return on the agreed upon date it will be deemed the employee has resigned.

Compassionate/personal leave: Up to six months for the care of another person upon submission of appropriate documentation.

Medical leave: Up to six months for medical reasons with documentation stating the employee may

return to work without limitations to assume full duties.

Family Medical Leave: As required by federal law

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.

Section 2. The Employer agrees that an Employee will be allowed to return to work at the end of the leave period. For unpaid leaves of absence of one (1) month or longer, the employee will notify the Employer ten (10) days in advance of the scheduled date of return to work. Should the employee require less leave time than originally agreed, the employee shall have the right to return ten days after notifying the Employer of his/her new return date.

ARTICLE 19
HEALTH & SAFETY

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

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

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

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

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

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

ARTICLE 20
IMMIGRATION

Section 1. The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extensions, continuations or other status required by the Immigration and Naturalization Service without having to take a leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to ninety (90) 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 adverse employment action against an employee or for requiring an employee to reverify 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. When an employee presents satisfactory evidence of a legal name change or a mistake with respect to the social security number initially provided to the Employer, the Employer shall modify its records to reflect the name or social security number change and the employee's seniority will not be affected.

ARTICLE 21
UNION LIAISON

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

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

ARTICLE 22
LABOR-MANAGEMENT COMMITTEE

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

ARTICLE 23
WORK PRESERVATION

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

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

Section 3. The Employer and its principals agree not to operate or have a controlling interest in any firm in the same industry that operates in Baltimore City that does not abide by the terms and conditions of this Agreement subject to the provisions and procedures outlined in Appendix A.

ARTICLE 24
SUCCESSORSHIP

Section 1. The Employer will furnish the Union notice of termination of any of its cleaning contracts no later than ten (10) days prior to the expiration of that contract or immediately if the Employer is notified less than ten (10) days and thereafter meet with the Union to discuss the effect of such termination of bargaining unit employees.

Section 2. The Employer agrees to notify the Union of any new locations within the City of Baltimore it acquires employing employees covered by this Agreement ten (10) days prior to the start of that cleaning contract and to negotiate an implementation schedule of this Agreement for that location.

Section 3. In the event that an Arbitrator selected in accordance with Article 12 finds that an Employer has failed to comply with Section 2 above, the Arbitrator shall order the Employer to pay a fine equal to $25.00 per employee employed in that location for every month that the Employer fails to adhere to Section 2 above.

ARTICLE 25
CHANGE IN EMPLOYERS

Section 1. When the Employer bids or takes over the servicing of any job location where the present employees are working under the terms of a collective bargaining agreement with this Union, the Employer agrees to contact the Union for the seniority list and offer employment first to the current employees by seniority needed to fill the cleaning contract unless the building owner or his/her representative objects and puts such objection in writing to the Union. 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.

ARTICLE 26
MOST FAVORED EMPLOYER CLAUSE

Section 1. If the Union enters into any agreement covering commercial office cleaning in the jurisdiction set forth in Article 1, which contains any economic terms more favorable to another employer than those contained in this Agreement, which become effective during the term of this Agreement, the Employer shall have the right to apply those more favorable terms to the employees covered by this Agreement as of the effective date of the more favorable terms contained in the other agreement. The Union agrees to inform the Employer immediately upon signing of any such agreement with a company or contractor in the event the terms of such agreement are more favorable than those contained in this Agreement.

Section 2. Section 1 shall not apply to any collective bargaining agreement or portions thereof whose terms relate to employees at buildings subject to the Service Contract Act or equivalent law or regulation.

Section 3. This Agreement and recognition of the Union shall only apply to the terms and conditions for employment in commercial office buildings within the jurisdictions set forth in Article 1.

ARTICLE 28
REGISTRATION OF CURRENT LOCATIONS

Section 1. The employer shall provide the Union with a list of all locations employing employees covered by this Agreement with ten (10) working days of the execution of this Agreement. The list shall include the names, address, social security number, wage and benefit rates, date of hire, classification and shift hours of each employee by location. Every employee is responsible for keeping the Employer informed of his/her most current address and telephone number. Attempts to reach the employee at the telephone number listed shall constitute proper notice.

ARTICLE 29
MAINTENANCE OF CONDITIONS

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

ARTICLE 30
SAVING CLAUSE

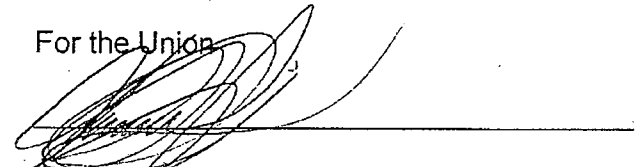
Section 1. Should any court find any part of this Agreement to be invalid, it shall not invalidate the remaining provisions.

ARTICLE 31
DURATION

Section 1. This Agreement shall become effective at 12:01 am January 1st, 2008 and shall continue in full force and effect through midnight October 15, 2011.

The Parties hereby execute this Agreement:

For the Union



For the Negotiation Committee

For the Employer

Walter F. Wilde, Esq. 4-10-08

For the Employer:

Beelabor Janitorial Services	4/9/08 Date
CRS Facility Services	4/09/08 Date
Gali Service Industries, Inc.	4/9/08 Date
Metropolitan Maintenance	4/8/08 Date
My Cleaning Service	4/8/08 Date
OneSource Facility	Date
PMM Companies	4-8-08 Date
R&R Enterprises	4-9-08 Date
Red Coats, Inc.	4/9/08 Date
USSI	4/9/2008 Date

Appendix A

RECOGNITION PROCEDURE

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

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

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

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

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

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

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

7. Should the Union claim majority status at a building or grouping of buildings based on signed authorization cards, the parties shall agree upon a list of employees within the claimed bargaining unit.

Upon the Union's demonstration to an impartial arbitrator that a majority of the employees on the agreed upon list have authorized the Union to represent them by signing authorization cards, the Employer shall recognize the Union as the exclusive bargaining representative of the employees. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demand for recognition by the Union resulting from this Agreement.

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

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

SAMPLE NEUTRALITY LETTER

Dear Employees:

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

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

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

Card Check Verification Form

Date_____

On this date, SEIU Local 32BJ and _____(Employer's Name) met to conduct a card check verification for employees at the locations listed below:

Location	Total Number of Employees on Employer List	Total Number Cards
_____	_____	_____
_____	_____	_____
_____	_____	_____

The parties agree that majority status has been verified at these locations. The Employer agrees to sign the recognition agreement between SEIU Local 32BJ and _____.

Company Name

_____

_____
Date

For the Union

_____

_____
Date

Side Letter

This Side Letter shall be a part of the 2008 Baltimore City Contractors Agreement between SEIU Local 32BJ and WSCA-Baltimore. It is the parties' understanding that Training Fund programs benefiting participants under this Agreement are intended to be commensurate with the amounts of employer contributions.

[signature] 4-10-08

For the Employer Date

[signature] 3-26-08

For the Union Date

Side Letter on Full-Time and Day Porter Job Classification

This Side Letter shall be a part of the current Baltimore City Contractors Agreement between SEIU Local 32BJ and the WSCA-Baltimore.

The purpose of this Side Letter is to clarify the classification difference between Full Time Cleaners who may work during the day and Day Porters under the current Collective Bargaining Agreement that is attached.

For purposes of classification work, the parties agree that a Day Porter's primary work may include some or all of the following: policing outside ground, light maintenance, (ie light bulb changes, etc...), responding to tenant/building management requests and some form of security/front desk duties. A Day Porter may have some cleaning responsibilities as assigned from time to time. However, they would not correspond to a Full Time Cleaner who has a regularly assigned area (ie the third floor) or task (ie bathrooms, pulling trash, etc.) Full Time Cleaners typically would not work under the direction of building management nor respond directly to tenant requests.

Mike F. Walter, Esq. 4-10-08
For the Employer Date

3-26-08
For the Union Date