



COLLECTIVE BARGAINING AGREEMENT

between

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 32BJ**

and

WASHINGTON SERVICE CONTRACTORS ASSOCIATION

START: October 16, 2011

EXPIRATION: October 15, 2015



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AGREEMENT

This Agreement, dated as of October 16, 2011 by and between Service Employees International Union, Local 32BJ ("Union"), and the Washington Service Contractors Association, on behalf of its contractor members ("Employer").

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining agent for its janitorial employees (including lead janitors), excluding special service cleaners employed in Baltimore and Montgomery County, professional employees, supervisors, clerical or guards employed at any commercial office building (both multi-tenant and single tenant) within:

- a) The District of Columbia.
- b) Montgomery County, MD that is at least 75,000 square feet, including groups of commercial office buildings that have common ownership and management and: (1) are contiguous or have consecutive addresses; or (2) have a common place where the contractor's employees sign in.
- c) City of Baltimore office buildings that are at least 50,000 square feet.
- d) The City of Alexandria, Falls Church, and Fairfax City, and the Counties of Arlington and Fairfax that are 100,000 square feet or over, and contiguous, commonly-owned office parks aggregating 100, 000 square feet or over, which the Employer services or comes to service and other areas of Virginia as provided for in Appendix D.
- e) Prince Georges County that is at least 100,000 square feet or over, including contiguous, commonly owned office parks aggregating 100,000 square feet or over, as provided for in Appendix C.
- f) In or around those areas of the terminals or outbuildings at the Washington National Airport, Dulles International Airport or the Baltimore Washington International Airport where the cleaning is not the responsibility of a carrier.

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

Section 2. The Employer shall be bound by and subject to the applicable area-wide agreements for all work performed within and subject to the scope of those

agreements for all areas within the Union's jurisdiction, including the following agreements and successor agreements thereto: 8, the 2008 Independent Contractors Agreement (or its RAB counterpart), the 2008 Long Island Contractors Agreement, the 2008 Hudson Valley Contractors Agreement, the 2008 Fairfield County Agreement, the 2008 Hartford Agreement, the 2010 Connecticut Contractors Agreement, the 2008 New Jersey Contractors Agreement, the 2011 Philadelphia BOLR or Independent Contractors Agreement, the 2010 Philadelphia Suburban Contractors Agreement, the 2011 downtown Pittsburgh Contractor Agreements, the 2011 Allegheny County (PA) Agreement, and the 2010 Delaware Contractors Agreement.

Section 3. Within thirty (30) days following the execution of this Agreement, each Employer will furnish the Union with the following information about all sites that meet the criteria for inclusion under this Agreement as set forth in Section 1 above: the location and building owner or manager, and the names, addresses, the last four digits of social security numbers, wage, benefit rates, date of hire, classification and shift hours of each employee by location. The Employer shall update this list upon reasonable request by the Union, and within thirty (30) days of the Employer being awarded a cleaning contract for a building or group of buildings which meets the criteria for inclusion under this Agreement as set forth in Section 1 above.

ARTICLE 2 - WAGES

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

The minimum hourly wage rates set forth in each Economic Rider shall exceed any statutory applicable minimum wage rate by fifty cents (\$0.50). Overscale Employees making less than one dollar (\$1.00) per hour over the minimum rate set forth in each Economic Rider shall receive the minimum raise. Overscale Employees making over one dollar (\$1.00) per hour above the minimum rate set forth in each Economic Rider shall receive half the minimum raise (or part thereof) until their rate of pay is one dollar (\$1.00) per hour over the minimum rate and shall thereafter receive subsequent increases so as to maintain the one dollar (\$1.00) differential.

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

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

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

ARTICLE 3 - HOURS OF WORK

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

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

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

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

Section 5. 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 for all employees shall be four (4) hours per shift, except that in buildings of at least 100,000 square feet in Washington, DC, the minimum shift shall be five (5) hours per shift/twenty-five (25) hours per week.

Section 7. The Employer agrees that any newly constructed or fully renovated buildings of 500,000 square feet and higher in Washington, DC that open on or after January 1, 2008 will be bid at 6 hours.

Section 8. During the term of this Agreement, the Union and Employers agree to identify various large buildings (over 500,000 square feet) and to discuss a plan to attempt to transition these buildings to either full time or to six hour schedules for bargaining unit employees. In developing the Plan, the parties shall take into consideration the owner's willingness to change the existing schedule, potential cost savings, and other relevant factors. The Employer which has the contract in the building will then engage in good faith discussions with the building owner or operator regarding the feasibility of modifying the cleaning schedule so that all or some of the bargaining unit employees will have full time or six hour schedules.

Section 9. Washington, DC employees who request a transfer to a Washington, DC building with a 5, 6, or 7 hour shift will be awarded such transfers on a seniority

basis. The Employer shall maintain a list of employees who make such requests. If no employee has requested to fill such opening in a building with a 5, 6, or 7 hour shift, the Employer may hire from the outside to fill vacancies.

ARTICLE 4 - BENEFIT FUNDS

Section 1. Health Fund

1.1 Full-Time Worker Coverage: Effective October 16, 2011, the Employer shall provide single health coverage to each employee who is regularly scheduled to work thirty-five (35) hours or more per week who has completed the wait period as set forth in Section 4.1 below, with no employee premium sharing. The Employer shall make monthly contributions for each eligible employee, as indicated below, to a health trust fund known as the "Building Service 32BJ Health Fund" ("Health Fund"), payable when and how the Trustees determine, to provide the employees with such health benefits as may be determined by the Trustees:

10/16/11	1/1/12	1/1/13	1/1/14	1/1/15
\$267.00	\$284.00	\$303.00	\$323.00	\$343.00

1.2. Part-Time Worker Coverage: Effective October 16, 2011, the Employer shall make contributions to the Health Fund for all employees who are regularly scheduled to work less than thirty-five (35) hours per week and have completed the wait period as set forth in Section 4.1 below, as indicated below, payable when and how the Trustees determine, to provide the employees with such health benefits as may be determined by the Trustees:

Washington, DC	All Other Areas
.80 per paid hour per employee	.40 per paid hour per employee

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

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 and Education Fund

2.1 Employer contributions shall be made to the Local 32BJ Thomas Shortman Training Fund ("Training Fund") for all employees who have completed the wait period as set forth in Section 4.1 below, and are covered by this Agreement under the terms of the Training Fund:

Washington, DC and Maryland	Northern Virginia
Effective 10/16/11- - 12 cents per paid hour per employee	Effective 1/1/12 – 6 cents per paid hour per employee; Effective 1/1/14 – 12 cents 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.

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.

Section 4. Waiting Periods

4.1. Employers shall have no obligation to contribute to the Health Fund or the Training Fund for either full or part-time employees hired after October 31, 2011 until such employees have one hundred and eighty (180) calendar days employment or seniority (hereinafter the "180 Day Waiting Period").

Part-time employees hired prior to August 3, 2011 shall be eligible for benefits upon completion of ninety (90) days employment, and the Employer shall continue remitting Fund contributions on their behalf. For employees hired between August 3 and October 31, 2011: the Employer shall remit Health Fund contributions for the Employee for the period of time that the Employee is employed between August 3 and October 31, 2011. As of November 1, 2011, the Employer shall cease remitting Health Fund contributions for the Employee, but the Employee shall continue accruing Fund eligibility. Once the Employee has completed the one hundred and eighty (180) day eligibility period, the Employer will recommence remitting Fund contributions on his or her behalf.

For example, if an Employee was hired on September 1, 2011, the Employer shall remit Health Fund contributions to the Funds on her behalf for the period of September 1 through October 31, 2011. As of November 1, 2011, the Employer would cease remitting Health Fund contributions on her behalf. The Employee would continue accruing eligibility (for both the Health and Training Funds) and would begin receiving benefits—and the Employer would recommence remitting contributions to the Funds—as of February 28, 2012.

Full-time employees shall continue to accrue eligibility for the Health Fund on a one hundred and eighty (180) day basis and the Employer shall not remit Health Fund contributions until the employee has achieved eligibility. Full-time employees hired prior to August 3, 2011 shall be eligible for the Training Fund upon completion of ninety days employment, and the Employer shall remit Fund contributions on their behalf. Full-time employees hired between August 3 and October 31, 2011 shall be treated the same as part-time employees with respect to Training Fund contributions.

Effective January 1, 2014, the 180 Day Waiting Period shall be reduced to ninety (90) days unless federal law mandating healthcare coverage after ninety (90) days of employment is modified (judicially or otherwise) in which case the waiting period shall be the shorter of such modified period or one hundred and eighty (180) days for all contributions.

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

4.3 Employees in Northern Virginia, who have completed the waiting period shall be eligible to participate in the Thomas Shortman Training Fund effective September 1, 2012.

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	Martin Luther King's Birthday
Labor Day	Thanksgiving Day	
Memorial Day	Christmas Day	

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

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

Section 3. When a legal holiday covered by this Agreement falls on an employee's day off, same shall be compensated for at straight time hourly rate of pay or in lieu thereof, the employee shall receive a day off with pay within a period of two weeks following such holiday. The Employer agrees the requested day off shall not be unreasonably denied.

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

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

ARTICLE 6 - VACATIONS

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

Section 2. The amount of pay which an employee shall receive for each week of vacation shall be based upon the employee's regular weekly work schedule during the year (e.g. 20 hour, 25 hours, 35 hours). If an employee's schedule is materially changed during the year (e.g. from 20 hour to 35 hour or from 35 hours to 25 hours), the Employer shall pay the employee an amount which approximates the employee's average weekly schedule for the year. The

Employer shall have the right to reduce the amount an employee receives for vacation pay where the employee has had a significant amount of unpaid leave time (i.e. more than two weeks). Vacation pay is to be given to the employee on the payday preceding the week that the vacation begins if requested.

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

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

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

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

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

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

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

Section 9. It is agreed that vacation must be used within one year of the employee's anniversary date on which the vacation was earned. There will be no

provision of "carry-over" of vacation unless mutually agreed between the employer and the employee in writing.

ARTICLE 7 - LENGTH OF SERVICE

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

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

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

Section 4. If an employee voluntarily or involuntarily is transferred to a new building, then he will carry his building or employer seniority, whichever is longer, to the new building. If a new contractor takes over that building, then the employee will be given credit for the same length of service which he had with the predecessor contractor immediately prior to the change for all purposes, including but not limited to seniority and vacation entitlement, and completion of the trial period based on the seniority date to which he or she was entitled under the previous contractor.

ARTICLE 8 - SICK LEAVE

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

Section 2. In all cases of illness in excess of 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. Employees employed by the Employer in the District of Columbia who were covered by this Agreement before January 1, 1999 may accrue and carryover a maximum of twelve (12) days sick leave.

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

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

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

ARTICLE 9 - UNION SECURITY AND CHECK-OFF

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

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

Section 3. The Employer agrees to deduct monthly dues, initiation fees, agency fees, American Dream Fund or Political Action Fund contributions from the wages of an employee covered by this Agreement, when authorized by the employee in writing in accordance with applicable law, and shall remit to the Union such dues or other monies within thirty (30) days thereafter. The Union will furnish the necessary authorization forms to the Employer. 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 part time and full time employees that have four (4) months or more of continuous employment covered by this Agreement shall be granted three (3) days paid leave due to the death of a spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, grandmother, or grandfather. The Employer may request proof of death or funeral certificate. Employees who have to travel to distant locations because of the death of immediate family members as defined above, may be granted an excused unpaid leave of absence for up to thirty (30) calendar days (in addition to paid funeral leave provided above). The employee shall notify the Employer of his/her exact date of return to work. Such leave shall not be unreasonably denied by the Employer.

ARTICLE 11 - DISCHARGE AND DISCIPLINE

Section 1. It is agreed that each party shall treat the other with mutual respect and dignity and that the employer shall only discharge or discipline employees for just cause. The Employer agrees to use progressive discipline. Discipline must be

given in writing within two (2) working days of the offense. Where feasible and appropriate, disciplinary notices will be provided in Spanish as well as English, but the English version shall control. Copies of all suspension and termination notices will be given to the Union within three (3) working days of their issuance. It is also agreed that all work shall be of a standard approved by the Employer. Work which is not up to the standard set by the Employer shall subject the employee performing such work to discipline.

Grounds for immediate termination:

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

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

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

- Step 1: Verbal warning.
- Step 2: 1st written warning.
- Step 3: 2nd written warning or suspension, depending on the seriousness of the offense.
- Step 4: Final written warning or termination, depending on the seriousness of the offense.

Section 3. The Shop Steward, if one exists, shall be present at all disciplinary meetings of employees involving written disciplinary action or the Employer will

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

Section 4. All written disciplinary warnings shall be removed from the employees file after eighteen (18) months and cannot be used thereafter as part of the disciplinary procedure

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

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance Procedure

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

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

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

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

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

Section 2. Arbitration

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

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

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

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

ARTICLE 13 - NO STRIKE AND NO LOCKOUT

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

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

ARTICLE 15 - UNION RIGHTS

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

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

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

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

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

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

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

Section 8. The Employer agrees to release one shop steward 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, regardless of size, agrees to comply with the federal Family Medical Leave Act, as it may be from time to time amended and interpreted. For Employees employed in Washington, DC, the Employer, regardless of size, agrees to comply with the DC Family and Medical Leave Act and the DC Parental Leave Act, as they may be from time to time amended and interpreted. Nothing herein shall be construed to alter the definition of an "eligible employee" under any of these statutes.

Section 2. In addition to the leave entitlements in Section 1 above, a part-time employee who has completed two (2) months of continuous service and a full-time employee who has completed six (6) months of continuous service may request an unpaid leave of absence for the reasons listed below, which the Employer shall grant so long as the employee has given two weeks advance written notice, or in cases of emergencies, as much advance notice as practicable. The leave of absence, if granted, will be reduced to writing with a date for starting and ending. The employee will return to their current or equivalent position without loss of seniority, so long as the employee returns to work as agreed when the leave of absence was granted. The employee may use any accrued personal or vacation

leave toward the leave of absence. The payment of health insurance after thirty (30) days shall be the responsibility of the employee.

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

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

ARTICLE 19 - HEALTH & SAFETY

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

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

Section 3. The Employer will provide all supplies, including gloves, goggles or other necessary safety equipment free 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 200 logs.

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

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

ARTICLE 20 - UNIFORMS

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

ARTICLE 21 - WORKLOAD

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

ARTICLE 22 -IMMIGRATION

Section 1. The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extensions, continuations or other status required by the Immigration and Naturalization Service without having to take a leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to 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 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. 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.

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

ARTICLE 23 - SECURITY BACKGROUND CHECKS

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

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

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

ARTICLE 24 - TRANSFERS

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

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

cause to discharge the employee (i.e. the reasons for the request by the customer to remove the employee involves cause to discharge), the Employer will place the employee in a similar job at another facility within the same Geographic Area covered by this Agreement in which the employee is currently employed (e.g. Baltimore City, Montgomery County, Prince Georges County, District of Columbia, Fairfax County, Arlington County) where that is feasible; except where the Union and Employer agree to place the employee in a similar job in a different Geographic Area. Such transfer shall be without loss of entitlement seniority or reduction in pay or benefits, unless there are no other positions available which have the same rate of pay and benefits. Where an employee is involuntarily transferred, the Employer shall make every effort to place the employee in a new position as soon as possible.

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

ARTICLE 25 - UNION LIAISON

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

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

ARTICLE 26 - LABOR-MANAGEMENT COMMITTEE

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

ARTICLE 27 - WORK PRESERVATION

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

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

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

ARTICLE 28 - CONTRACTOR TRANSITION

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

If, during the term of this Agreement, an Employer bidding on an account, including the incumbent, is required by an owner or operator to reduce the number of full-time employees at a particular building, including going from a full-time schedule to a part-time schedule, then the Union and the Employer agree to engage in good faith negotiations regarding the wages and benefits to be paid to the employees at that building. Section 1 of Article 13 (No Strike No Lockout) shall not apply if these negotiations reach impasse.

Section 2. Employees retained by the successor employer shall be given credit for length of service with the predecessor employer(s) for all purposes including but not limited to seniority and vacation entitlement, and completion of the trial period. Employees retained on takeover who are making more than the

minimum wage rate provided for in the Agreement for their classification shall not have their rates of pay reduced because of the turnover in the account.

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

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

Section 5. The Employer shall provide the Union within fifteen (15) business days of taking over the account/location the names of employees at the account/location, their rates of pay, hours and other benefits provided at the account/location. The Employer shall adhere to the procedures in Appendix A.

Section 6. If the Employer loses the account/location, all accrued vacation benefits shall be paid consistent with the laws of the jurisdiction. The successor Employer shall permit an employee, upon request, to take unpaid leave equal to the accrued vacation time which the predecessor employer paid to the employee because of the turnover of the account. The predecessor employer will provide the Union a final summary of available sick leave by employee within two (2) weeks of ceasing operations at a location.

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

ARTICLE 29 - MOST FAVORED EMPLOYER CLAUSE

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

Section 2. Section 1 shall not apply to accounts in buildings existing as of October 15, 2011 that are not currently cleaned by a signatory contractor and that are acquired by the Employer on or after October 15, 2011. At such buildings that are not being cleaned by a signatory contractor, the Employer/contractor may bid such work as it deems appropriate. Should the Employer be awarded the work at such building, and should the Union organize the employees at said building under the applicable neutrality/card check provisions, the Employer shall recognize the Union and the parties shall meet to negotiate an economic rider which is appropriate for that location. It is understood that the Employer agrees to pay the wages and benefits of the industry-wide agreement not later than four (4) years after recognition of the Union at that building, and that Section 1 of Article 13 (No Strike No Lockout) shall not apply to these sites until a rider has been negotiated.

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

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

ARTICLE 30 - MAINTENANCE OF CONDITIONS

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

ARTICLE 31 - SAVING CLAUSE

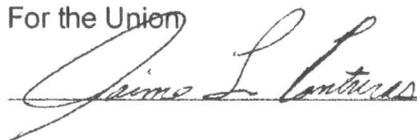
Section 1. Should any court find any part of this Agreement to be invalid, it shall not invalidate the remaining provisions.

ARTICLE 32 - DURATION

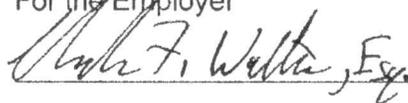
Section 1. This Agreement shall become effective at 12:01 am October 16th and shall continue in full force and effect through midnight October 15th, 2015.

The Parties hereby execute this Agreement:

For the Union

 Date: 11-17-11

For the Employer

 Date: 11-17-11

Economic Rider for Washington, DC

Minimum Rates

Classification	10/16/11	7/1/12	7/1/13	7/1/14	7/1/15
PT Cleaner	12.10	12.60	13.10	13.60	14.10
FT Cleaner	12.60	13.10	13.60	14.10	14.60
Day Porter	12.90	13.40	13.90	14.40	14.90

Minimum Raise

7/1/12 – 50 cents

7/1/13 – 50 cents

7/1/14 – 50 cents

7/1/15 – 50 cents

Vacation

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

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

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

Sick Leave

All employees shall be granted seven (7) days of sick leave with pay per year. After six (6) months of employment all employees covered by this Agreement shall be awarded four (4) days of sick leave. After the first nine (9) months of employment, the employee will be awarded three (3) additional sick days. Upon the Employee's first anniversary, s(he) will begin accruing seven (7) sick days per year in a method to be determined by the Employer that is compliant with the District of Columbia Sick and Safe Leave Act.

Economic Rider for Baltimore, MD

Minimum Rates

Classification	10/16/11	7/1/12	7/1/13	7/1/14	7/1/15
PT Cleaner	10.90	11.35	11.80	12.25	12.70
PT Cleaner Start Rate*	9.90	10.35	10.80	11.25	11.70
FT Cleaner	11.40	11.85	12.30	12.75	13.20
Day Porter	11.70	12.15	12.60	13.05	13.50

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

Minimum Raise

7/1/12 – 45 cents
7/1/13 – 45 cents
7/1/14 – 45 cents
7/1/15 – 45 cents

Vacation

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

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

Sick Leave

All employees shall be granted three (3) days of sick leave with pay per year. After four (4) months of employment all employees covered by this Agreement shall be awarded one (1) day of sick leave. After the first nine (9) months of employment, the employee will be awarded two (2) additional sick days. Upon the Employee's first anniversary, s(he) will be entitled to receive his or her three (3) sick days at the start of the Employer's sick leave year provided that at a minimum, the Employee shall receive prorated sick leave based on the difference between the Employee's first anniversary and the beginning of the Employer's calendar year.

Economic Rider for Montgomery County, MD

Minimum Rates

Classification	10/16/11	7/1/12	7/1/13	7/1/14	7/1/15
PT Cleaner	11.40	11.85	12.30	12.75	13.20
PT Cleaner Start Rate*	10.90	11.35	11.80	12.25	12.70
FT Cleaner	11.90	12.35	12.80	13.25	13.70
Day Porter	12.20	12.65	13.10	13.55	14.00

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

Minimum Raise

7/1/12 – 45 cents
7/1/13 – 45 cents
7/1/14 – 45 cents
7/1/15 – 45 cents

Vacation

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

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

Sick Leave

All employees shall be granted three (3) days of sick leave with pay per year. After four (4) months of employment all employees covered by this Agreement shall be awarded one (1) day of sick leave. After the first nine (9) months of employment, the employee will be awarded two (2) additional sick days. Upon the Employee's first anniversary, s(he) will be entitled to receive his or her three (3) sick days at the start of the Employer's sick leave year provided that at a minimum, the Employee shall receive prorated sick leave based on the difference between the Employee's first anniversary and the beginning of the Employer's calendar year.

Economic Rider for Northern Virginia

Minimum Rates

Classification	10/16/11	1/1/12	7/1/12	7/1/13	7/1/14	7/1/15
PT Cleaner	9.00	9.20	9.40	9.80	10.20	10.60
FT Cleaner	9.50	9.70	9.90	10.30	10.70	11.10
Day Porter	9.80	10.00	10.20	10.60	11.00	11.40

Minimum Raise

- 1/1/12 – 20 cents
- 7/1/12 – 20 cents
- 7/1/13 – 40 cents
- 7/1/14 – 40 cents
- 7/1/15 – 40 cents

Vacation

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

Sick Leave

All employees shall be granted three (3) days of sick leave with pay per year. After four (4) months of employment all employees covered by this Agreement shall be awarded one (1) day of sick leave. After the first nine (9) months of employment, the employee will be awarded two (2) additional sick days. Upon the Employee's first anniversary, s(he) will be entitled to receive his or her three (3) sick days at the start of the Employer's sick leave year, provided that at a minimum, the Employee shall receive prorated sick leave based on the difference between the Employee's first anniversary and the beginning of the Employer's calendar year.

APPENDIX A - RECOGNITION PROCEDURE

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

1. The Employer will take a positive approach to the unionization of its non-supervisory janitorial and maintenance employees. The Employer (and its supervisors) will not take any action or make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such employees of a collective bargaining agent, or preference or opposition to any particular union as a bargaining agent.
2. The Union and its representatives will not coerce or restrain any employee of the Employer in an effort to obtain authorization cards. In addition, the Union will not engage in strikes, work stoppages, slowdowns or similar forms of interference of work against The Employer in conjunction with its organizing efforts of the Employer's employees except, in connection with paragraph 8 of this procedure, after the arbitrator issues an award finding a violation, or if the dispute is not resolved, within twenty (20) days after selection of the arbitrator whichever shall come first.
3. Upon the Union's notice to the Employer of its intent to organize, the Employer will provide within five (5) days a list of the names and addresses of all employees within classifications subject to this Agreement, presently employed at a particular job site or sites covered by the Agreement.
4. Upon request to the Employer, the Employer will grant the Union access at the job site, provided there is no interference with the conduct of the Employer's business or with the performance of work by the employees during their work hours. Access shall include the right to post notices on designated company bulletin boards.
5. Within seven (7) days following receipt of a notice of intent to organize, a short informational meeting (of approximately 20 minutes duration) for each shift shall be scheduled at the mutual convenience of the Employer and the Union at each affected site, at which the Employer and Union shall jointly address the employees. At said meeting, the Employer shall inform employees that it has no objection to employees exercising their right to join a union and that there will be no punishment or retaliation against employees who choose to do so. At said meeting, the Union will be given an opportunity to address the employees, to provide information about the Union and the Collective Bargaining Agreement, and to answer any questions the employees might have. No authorization cards shall be solicited or distributed in the presence of Employer supervisors or agents.

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

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

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

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

SAMPLE NEUTRALITY LETTER

Dear (Employer's Name) Employees:

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

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

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

APPENDIX B - OVERSCALE LOCATIONS

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

Building Address

1625 L St., NW (AFSCME)

	<u>10/16/11</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Wages, PT	\$12.95	\$13.45	\$13.95	\$14.45	\$14.95
Wages, Floor	\$13.20	\$13.70	\$14.20	\$14.70	\$15.20
Holidays	+ All holidays recognized by the building				
Sick Days	12/year				

NEA (1201 16TH)

	<u>10/16/11</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Wages, cleaners	\$12.30	\$12.80	\$13.30	\$13.80	\$14.30
Wages, DP	\$12.55	\$13.40		Contract rate for Day	
Porter					
Wages, Lead Day	+ .25/hr				
Holidays	+ Day after Thanksgiving, Columbus Day, Veteran's Day				

1800 Massachusetts Avenue

	<u>1/1/12</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Day Porter	\$14.40	\$14.90	\$15.40	\$15.90	\$16.40
FT Cleaner	\$14.10	\$14.60	\$15.10	\$15.60	\$16.10
PT Cleaner	\$13.60	\$14.10	\$14.60	\$15.10	\$15.60

Additional Holidays (effective 1/1/12): Columbus Day, Veterans and Day after Thanksgiving

1120 19th, NW

Holidays + Columbus Day, Veteran's Day

1717 DeSales

	<u>10/16/11</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Day Porter	\$12.45	\$12.95	\$13.45	\$13.95	\$14.45
FT Cleaner	\$12.90	\$13.40	\$13.90	\$14.40	\$14.90
PT Cleaner	\$13.25	\$13.75	\$14.25	\$14.75	\$15.25

501 3rd St., NW

	<u>10/16/11</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Wages, Pt	\$12.10	\$13.00	\$13.90	\$14.75	\$15.60
FT Cleaner	\$12.60	\$13.50	\$14.40	\$15.25	\$16.10
Day Porter	\$12.90	\$13.80	\$14.70	\$15.55	\$16.40
Holidays	+ Veteran's Day, Columbus Day, Day After Thanksgiving, Inauguration Day				
Sick Days	12/year				
Vacation	4 weeks after 12 years, 5 weeks after 20 years				
Overscale Employees (per definition of Article 2, Section 1) shall receive raises of 25 cents per hour each July 1 st of the Contract.					

1625 Mass., NW

	<u>10/16/11</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Wages, Pt	\$12.20	\$12.70	\$13.20	\$13.70	\$14.20
Holidays	+ Columbus Day, Veteran's Day, Day after Thanksgiving, Inauguration Day				

1775 K St., NW (Suffridge Bldg)

	<u>10/16/11</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Wages, Night	\$13.75	\$14.20	\$14.65	\$15.10	\$15.60
Day	\$14.00	\$14.45	\$14.90	\$15.35	\$15.85

Holidays: +Presidents Day, Veterans Day, Columbus Day, Inauguration Day

Article 4, Section 1 of the Agreement shall apply.

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

Sick Leave: 12 days per year earned at the rate of one (1) day per month. 36 days can be accrued

Lay-off: Two weeks notice or two weeks pay.

Life Ins: All regular employees shall be provided with a \$5,000 life insurance policy.

Jury Duty: All full time employees shall be paid the difference between their straight time hourly rate for regularly scheduled hours and the payment he receives from the Court.

Funeral: Three days with pay to attend the funeral of a spouse, father, mother, son, daughter, brother, sister, grandparents, grandchildren or mother/father-in-law.

1550 M St

	<u>10/16/11</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Day Porter	\$13.52	\$14.02	\$14.52	\$15.02	\$15.52
FT Cleaner	\$14.02	\$14.52	\$15.02	\$15.52	\$16.02
PT Cleaner	\$14.32	\$14.82	\$15.52	\$16.02	\$16.52

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

3211 4th Street, NW National Conference of Catholic Bishops

	<u>10/16/11</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Wages PT	\$12.20	\$12.70	\$13.20	\$13.70	\$14.20
Wages FT	\$13.09	\$13.59	\$14.09	\$14.59	\$15.09

Holidays + Martin Luther Kings Day, Presidents' Day, Columbus Day,
 Veterans

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

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

Classification Houseman

	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Wages	\$17.15	\$17.80	\$18.45	\$19.10

Housemen are required to do the following:

Continue to put tablecloths on the tables

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

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

1001 Pennsylvania Avenue, NW

	<u>1/1/12</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Wages	\$12.60	\$13.10	\$13.60	\$14.10	\$14.60

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

	<u>10/16/11</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Day Porter	\$15.00	\$15.45	\$15.90	\$16.35	\$16.80
FT Cleaner	\$13.00	\$13.45	\$13.90	\$14.35	\$15.80
PT Cleaner	\$11.00	\$11.45	\$11.90	\$12.35	\$13.80
Lead – 25 cents above rates listed					

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

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

The following Building will follow the Washington, DC economics:

**601 North Fairfax Drive, Alexandria
1660 International Drive, Mclean, VA**

Airline Pilots Building (535 Herndon Parkway, Herndon, VA)

	<u>10/16/11</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Day Porter	\$12.00	\$12.45	\$12.90	\$13.35	\$13.80
FT Cleaner	\$12.00	\$12.45	\$12.90	\$13.35	\$13.80
PT Cleaner	\$9.80	\$10.25	\$10.70	\$11.15	\$11.60
Lead – 50 cents above rates listed					

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

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

**1515 North Courthouse Rd and 3101 Wilson Blvd, Arlington, VA – TA on
1515, 3101 Wilson**

	<u>10/16/11</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Day Porter	\$13.65	14.10	\$14.55	\$15.00	\$15.45
FT Cleaner	\$13.15	\$13.60	\$14.05	\$14.50	\$14.95
PT Cleaner	\$11.15	\$11.60	\$12.05	\$12.50	\$12.95

Lead – 25 cents above rates listed

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

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

Appendix C

Upon a showing that the Union has met the requirements of the recognition trigger set forth in (a) below, the Recognition Procedure contained in Appendix A shall be applicable to all commercial office buildings (both multi-tenant and single-tenant) 100,000 square feet or over, and contiguous, commonly owned office parks aggregating 100,000 square feet or over, but excluding buildings and office parks with less than 50% occupancy where the occupied space is less than 100,000 square feet, which the Employer services or comes to service, within Prince George's County.

- a. 65% of the commercial office square footage defined above are being serviced by Employers who have either recognized the Union as the exclusive collective bargaining agent for their janitorial employees, are signatory to this Agreement or any non-association agreement containing equivalent terms; and, a contractor operating in Prince George's County that has not recognized the Union as the exclusive collective bargaining agent for its janitorial employees, or is not currently signatory this Agreement or a non-association agreement containing equivalent terms, has agreed to either become signatory to this Agreement (or its non-Association equivalent) or to recognize the Union pursuant to the Recognition Procedure (or its equivalent) in such buildings.
- b. Upon the above trigger being met, the WSCA and the Union shall meet to negotiate economic terms and conditions applicable to Prince George's County.

Appendix D

Section 1. Upon a showing that the Union has met the requirements of the recognition procedure set forth in 1(a), below, the Employer shall agree to recognize the Union as the exclusive collective bargaining agent for its janitorial employees (including lead janitors), excluding supervisors, clericals and guards, as defined in the Labor Management Relations Act, in certain jurisdictions in the State of Virginia, as provided below:

- a. Upon the Union's demonstration that Employers signatory to this Agreement, or any non-association equivalent, are cleaning 55% of the commercial office buildings (both single and multi-tenant) over 100,000 square feet, or contiguous, commonly-owned office parks aggregating 100,000 square feet or over, in Loudon County and Prince William County, combined, the Recognition Procedure set forth in Appendix A shall be implemented in all such buildings. The Employer and Union shall agree on a list of all of the commercial office buildings within Loudon County and Prince William County before this provision is implemented.
- b. Upon the Union's demonstration that it has been recognized as the exclusive collective bargaining agent by Employers signatory to this Agreement, or any non-association agreement containing equivalent terms, in 55% of the commercial office buildings, or contiguous, commonly-owned office parks aggregating 100,000 square feet or over, as defined in Section 1(a) above, the provisions in this Agreement shall apply, except as modified by Section 1(b)(i) through 1(b)(iv) below, with the wage, benefit and leave progression commencing from the date on which the first wage increases provided for in Section 1(b)(i) above are implemented. For example, if the Union obtains the requisite recognition as of January 1, 2012, the minimum hourly wage rate for part-time cleaners on the initial implementation date would be \$8.00, or fifty (50) cents above any applicable statutory minimum rate, whichever would be greater.

(i) Wages

Upon the Union making the demonstration described in 1.b immediately above, or on January 1, 2013, whichever is later, Part-Time Cleaners shall receive either a thirty-five (35) cents per hour increase, or \$8.00 per hour, whichever shall result in a higher rate of pay; Full-Time Cleaners shall receive \$8.50 per hour; Day Porters shall receive \$8.80 per hour.

Effective 12 months after the date on which the first wage increases provided for above are implemented, but no earlier than January 1, 2014 and subject to Article 2, Section 1 of this Agreement, Part-Time Cleaners shall receive either \$8.50 per hour or a forty (40) cent per hour increase, whichever is greater; Full-Time Cleaners shall receive either \$9.00 per hour or a forty (40) cent per hour increase, whichever is greater; Day Porters shall receive either \$9.30 per hour or a forty (40) cent per hour increase, whichever is greater.

Effective 24 months after the date on which the first wage increases provided for above are implemented, but no earlier than January 1, 2015 and subject to Article 2, Section 1 of this Agreement, Part-Time Cleaners shall receive either \$9.00 per hour or a forty (40) cent per hour increase, whichever is greater; Full-Time Cleaners shall receive either \$9.50 per hour or a forty (40) cent per hour increase, whichever is greater; Day Porters shall receive either \$9.80 per hour or a forty (40) cent per hour increase, whichever is greater.

At all times after the date on which the first wage increases provided for above are implemented, or January 1, 2013, whichever shall come later, the minimum hourly wage rates shall exceed any statutory applicable minimum wage rate by fifty cents (.50), and Leads shall receive twenty-five cents (.25) above the listed rates.

(ii) Benefits

On the date on which the first wage increases provided for in 1.b.i above are implemented, but no sooner than January 1, 2013, the Employer shall make contributions to the Building Service 32BJ Health Fund ("Health Fund") for all full-time workers for benefits as determined by the Trustees, as set forth in Article 4, Section 1.1 of this Agreement

On the date on which the first wage increases provided for in 1.b.i above are implemented, but no sooner than January 1, 2013, the Employer shall make contributions for all part-time unit employees at the rate of ten cents (\$0.10) per paid hour to the Health Fund for benefits as determined by the Trustees.

Effective 12 months after the date on which the first wage increases provided for in 1.b.i above are implemented, but no sooner than January 1, 2014, the Employer shall make contributions for all part-time unit employees at the rate of thirty cents (\$0.30) per paid hour to the Health Fund for benefits as determined by the Trustees.

Effective 24 months after the date on which the first wage increases provided for in 1.b.i above are implemented, but no sooner than January 1, 2015, the Employer shall make contributions for all part-time unit employees at the rate of forty cents (\$0.40) per paid hour to the Health Fund for benefits as determined by the Trustees.

(iii) Paid Leave

Sick Leave

Effective 12 months after the date on which the first wage increases provided for in 1.b.i above are implemented, but no sooner than January 1, 2014, all employees shall receive one (1) paid sick day per year.

Effective 24 months after the date on which the first wage increases provided for in 1.b.i above are implemented, but no sooner than January 1, 2015, all employees shall receive two (2) paid sick days per year.

Holidays

On the date on which the first wage increases provided for in 1.b.i above are implemented , but no sooner than January 1, 2013, all employees shall receive Independence Day, Thanksgiving Day, and Christmas Day, as paid holidays.

Effective 24 months after the date on which the first wage increases provided for in 1.b.i above are implemented, but no sooner than January 1, 2015, all employees shall receive New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, as paid holidays.

Vacation

On the date on which the first wage increases provided for in 1.b.i above are implemented , but no sooner than January 1, 2013, all employees shall receive one (1) week of vacation after one (1) year of service.

Effective 24 months after the date on which the first wage increases provided for in 1.b.i above are implemented , but no sooner than January 1, 2015, all employees shall receive two (2) weeks of vacation after four (4) years of service.

Funeral Leave

Effective 12 months after the date on which the first wage increases provided for in 1.b.i above are implemented, but no sooner than January 1, 2014, all employees shall receive one (1) paid day for funeral leave.

(iv) Hours

On the date on which the first wage increases provided for in 1.b.i above are implemented, but no sooner than January 1, 2013, the minimum hours for all unit employees shall be 4 hours per shift.