

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ**

**And**

**ACTION FACILITIES MANAGEMENT INC.**

**LOCATION: COLUMBIA PLAZA  
2401 E Street NW  
Washington DC 20037**

**INTERNATIONAL PLACE  
3507 International Place NW  
NW Washington DC 20008**

**EFFECTIVE: September 1, 2019**

**EXPIRES: August 31, 2022**

## AGREEMENT

THIS AGREEMENT by and between Action Facilities Management Inc., hereinafter referred to as "Employer" and Local 32BJ, Service Employees International Union, hereinafter referred to as "Union".

### ARTICLE 1 - JURISDICTION

This Agreement shall cover only those employees of the Employer regularly scheduled to perform janitorial services at the Columbia Plaza and International Place.

### ARTICLE 2 - RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining agent for its employees in the bargaining unit described as:

All regular full-time and regular part-time janitorial and custodial employees employed by the Employer at Columbia Plaza at 2401 E Street NW, Washington DC 20037 and International Place located at 3507 International Place NW, Washington DC 20008, but excluding the office clerical employees, guards and supervisors as defined in the National Labor Relations Act.

### ARTICLE 3 - UNION SECURITY

SECTION 1. It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union thirty (30<sup>th</sup>) days following the date of execution of the agreement, effective date of agreement or 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 therefore 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.

### ARTICLE 4 - CHECK OFF

SECTION 1. The Employer agrees to deduct monthly dues, initiation fees, agency fees, American Dream Fund or political action fund contributions from the wages of an employee

covered by this Agreement, when authorized by the employee in writing in accordance with applicable law. The Union will furnish the necessary authorization forms to the Employer. Deductions are to be made by the Employer not later than the first paycheck of each month and remitted to SEIU Local 32BJ to P.O. Box 48269 Newark, New Jersey 07101-4869, seven (7) working days after they were deducted from the employee.

SECTION 2. It is understood and agreed that the Union will indemnify the Employer and save it harmless from any and all claims, which may be made against it by an employee or employees for amount deducted from wages as herein provided.

SECTION 3. The Employer shall notify the Union within the month of hire of the name, address and occupation of new or additional employees hired of the Union.

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

SECTION 5. At the time of hire, the Employer shall give to the new employees a packet, provided by the Union, containing a membership application form, a 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 form (or portions thereof) that the employee chooses to fill out and return to the Employer.

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

#### ARTICLE 5 - 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 and operations, schedule and assign work, hire and discharge for cause, transfer, or layoff employees because of the lack of work, shall be vested exclusively in the Company except to the degree they are limited or excluded by the terms of this Agreement.

ARTICLE 6 - HOURS

SECTION 1. Each employee covered by the Agreement shall work required scheduled hours and, when asked to do so by the Employer, additional hours; provided, however, that the employee may be excused from working scheduled hours and/or additional hours for reasons acceptable to the employer or agreed to in this Agreement. Any employee shall work no additional hours unless his supervisor authorizes it.

SECTION 2. In order to cover all phases and requirements of its business, the Employer shall have the right to establish various shifts, and such shifts may be during the day or night, and/or on Saturdays, Sundays or holidays.

SECTION 3. Full-time employees shall normally be scheduled to work at least thirty five (35) hours per week and part time employees shall normally be scheduled to work at least twenty (20) but no more than thirty four (34) hours per week; provided that where circumstances so require, the Employer may temporarily schedule employees otherwise. All employees who work more than six (6) hours per workday shall receive an unpaid meal break of not less than one-half (1/2) hour, and not more than one (1) hour, depending on the Employer's needs and the tasks required to be carried out under the terms of the Employer's contract with the Agency. Employees working less than three (3) days per week are required to work a minimum of 20 hours a week.

The employer agrees to offer additional hours to the current part time employees willing/available to work covering for employees on vacation, sick and any approved leave.

If the Employer cannot get the current part timers to work additional hours, then employees filling-in for employees on vacation or approved leave of absence shall be considered occasional help and accordingly will not be subject to this Agreement.

SECTION 4. Whenever the Employer decides to change an employee's work schedule, it shall give the employee and a Union Representative written notice of the change at least forty-eight (48) hours prior to implementation of the change. No such notice shall be required, however, if the change is being made due to unanticipated or emergency reasons, or is expressly required by the customer to be implemented in less than 48 hours.

SECTION 5. Any time worked in excess of forty (40) hours per week shall be compensated for at the rate of one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay.

ARTICLE 7 - WAGES

All employees shall be paid an hourly wage rate no less than set forth below:

Classification	Current	11/1/2019	11/1/2020	11/1/2021
General Cleaner	\$19.90	\$20.20	\$20.50	\$20.80
Floor Man	\$20.40	\$20.70	\$21.00	\$21.30
Lead		\$21.20	\$21.50	\$21.80

## ARTICLE 8 - HEALTH & WELFARE

The Employer agrees to make payments into a health trust fund known as the “Building Service 32BJ Health Fund,” payable when and how the Trustees determine, to cover employees who are regularly scheduled 20 hours or more per week, with such health benefits as may be determined by the Trustees of the Fund.

The hourly contribution to the Health Fund for each covered employee shall be:

Effective September 1, 2019 \$5.10 per paid hour  
Effective November 1, 2019 \$5.32 per paid hour  
Effective November 1, 2020 \$5.54 per paid hour  
Effective November 1, 2021 \$5.79 per paid hour

Employees working less than 20 hours per week will get the H&W contribution paid as part of wages

## ARTICLE 9 – TRAINING, LEGAL, SRSF AND PENSION FUNDS

### Training Fund

The Employer shall make contributions to the Building Service 32BJ Thomas Shortman Training, Scholarship and Safety Fund to cover employees covered by this Agreement who regularly work more than two (2) days weekly with such benefits as may be determined by the Trustees of the Fund. Effective September 1, 2019, the rate of contribution to the Training Fund shall be ten cents (\$0.10) per paid hour for each covered employee, payable when and how the Trustees determine.

### Legal Services Fund

The Employer shall make contributions to the Building Service 32BJ Legal Services Fund to cover employees covered by this Agreement who are regularly employed more than two (2) days weekly with such benefits as may be determined by the Trustees of the Fund. Effective September 1, 2019, the rate of contribution to the Legal Fund shall be twelve cents (\$0.12) per paid hour for each covered employee, payable when and how the Trustees determine.

### Pension Fund (Program C)

Effective September 1, 2019 the Employer shall make contributions to a trust fund known as the Building Service 32BJ Pension Fund to cover bargaining unit employees who are regularly employed twenty (20) or more hours per week, including paid time off. The Employer shall also make contributions on behalf of other bargaining unit employees to the extent that such employees work a sufficient number of hours to require benefit accrual pursuant to section 204 of ERISA.

The rate of contribution to the Pension Fund for each covered employee, payable how and when the Trustees determine, shall be:

\$1.08 per paid hour

#### Supplemental Retirement and Savings Fund

Effective September 1, 2019 the Employer shall make contributions to a trust fund known as the "Building Service 32BJ Supplemental Retirement and Savings Fund" ("SRSF") to cover all bargaining unit employees, with employer contributions as hereafter provided and tax exempt employee wage deferrals as provided by the Plan and/or Plan rules. The Employer contribution to the SRSF will be as follows:

Effective September 1, 2019 \$0.25 per paid hour

Effective November 1, 2019 \$0.50 per paid hour

Effective November 1, 2020 \$0.75 per paid hour

Effective November 1, 2021 \$1.00 per paid hour

#### Provisions Applicable to All Funds

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.

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

Any Employer regularly or consistently delinquent in Health, Pension, Legal, Training or Supplemental Retirement and Savings Fund payments 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.

Unless otherwise specified in this Agreement, newly hired employees shall have a waiting period of thirty (30) days before becoming eligible to be participants in the Funds, and no contributions shall be made on behalf of newly hired employees over the thirty (30) day period.

### ARTICLE 10 - HOLIDAYS

SECTION 1. All regular employees shall be entitled to have the following holidays off or any

other holiday proclaimed by the President of the United States without loss of pay:

New Year's Day	Martin Luther King Day
Washington's Birthday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day
Inauguration Day	4 Personal Days
Employee's Birthday	1/1/21 1 Extra Personal Day

SECTION 2. Employees shall receive holiday pay at their regular hourly rate of pay for the number of hours the employee is normally scheduled to work, not to exceed eight (8) hours. In order to receive holiday pay, the employee must work his fully scheduled working day before and after the holiday or be on excused paid leave.

SECTION 3. Employees required to work on any of the holidays listed above shall receive double pay (2X), all hours worked above 40 in the same work week shall be paid at the rate of triple the applicable pay rate (3X).

SECTION 4. A holiday to which an employee is entitled, as set forth above shall be observed on the date, which the customer observes, said holiday.

#### ARTICLE 11 - VACATION

SECTION 1. All employees who have been in the active continual service shall receive vacation with pay as follows:

After 1 year	two (2) weeks
After 5 years	three (3) weeks
After 10 years	four (4) weeks
After 15 years	five (5) weeks
After 20 years	six (6) weeks

SECTION 2. Vacation pay for each week of vacation shall be paid in an amount equal to the employee's regular hourly rate of pay in effect at the time of the taking of his vacation multiplied by the number of hours per week normally scheduled to be worked by said employee, not to exceed forty (40) hours. If a holiday falls during an employee's vacation the employee shall be allowed an extra day's vacation or be paid for the extra day at the employee's discretion.

SECTION 3. The Employer shall attempt to schedule vacations, when possible, in accordance with the employee's choice provided written approval from the Employer is obtained no less than thirty (30) days in advance. Vacation time shall be computed as of the employee's most recent date of hire in the building by the Employer or its predecessor. Vacations may be taken any time after that date until the subsequent anniversary of said hire date, as scheduled. Subject to employer approval, employees may carry over vacation time from one year to the next. Vacation may be

taken in increments of less than one workweek subject to Employer approval.

SECTION 4. Vacation taken in one (1) week increments or more shall be paid on the last payroll prior to commencement of vacation, if requested in writing by employee. Subject to Employer approval, employees may work their vacation time and still receive their vacation pay.

SECTION 5. No employee employed as of the effective date of this contract shall lose any existing benefits as a result of this Agreement.

#### ARTICLE 12 - SICK PAY

SECTION 1. All employees covered by this agreement shall be granted twelve (12) sick days with pay earned at the rate of one day per month. Employees will be eligible to use accrued leave after the thirty first (31st) day of employment.

SECTION 2. The employer shall request a doctor's note or other acceptable evidence after three (3) consecutive working days or longer in case of illness. An employee will not be paid sick leave unless he or she notified the Employer at its office at least two (2) hours prior to his scheduled starting time of his or her inability to report to work, giving reason for his or her absence.

SECTION 3. All sick leave not used by the expiration of each cleaning contract year will automatically be carried over to the following contract year, and may be used by the particular employee entitled to it for extended vacation, for extended sick leave in the event of prolonged sickness, or for any of the reasons listed in Article 21 below. All sick leave carried over, however, shall be used during the contract year immediately following that during which it was accrued, or the employee entitled to it shall forfeit the same.

#### ARTICLE 13 - BEREAVEMENT PAY

SECTION 1. Effective September 1, 2019, all employees shall be granted three (3) paid days for the death of a spouse, father, mother, son, daughter, brother, sister, aunt, uncle, grandparents, grandchildren, stepparents, stepchildren or guardian. The Employer may request proof of death or funeral certificate.

#### ARTICLE 14 - NON-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.

#### ARTICLE 15 - SENIORITY

SECTION 1. The employee's length of service shall be computed from the date on which the



Employer hires him/her or date in the building, whichever is longer. Seniority within job classification shall be the sole factor in determining the employees' layoff and recall order. The job classifications shall be General Cleaner, Lead and Floor Maintenance Person.

SECTION 2. New employees shall be on probation until the thirty (30) day of continuous service from their date of hire. During this probationary period, such employee shall be considered as being on trial subject to immediate dismissal at any time at the sole discretion of the Employer. Discharge during the probationary period shall not be subject to the grievance procedure provided herein. Upon completion of the thirty (30) day probation period, employees shall enjoy seniority status from their date of hire.

SECTION 3. A break in seniority shall occur in the following events:

- \*If an employee quits
- \*If an employee is discharged for cause.
- \*If an employee takes an unauthorized leave of absence.
- \*If an employee fails to report to work when recalled from layoff

within three (3) working days after receiving a certified letter mailed by the Employer to the last known address.

SECTION 4. The Employer shall supply the Union with an up-to-date seniority list upon request.

#### ARTICLE 16 - 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 employees for just cause. The Employer agrees to use progressive discipline. Discipline must be given in writing within five (5) working days of the Employer's knowledge of the offense. Copies of all warning or disciplinary notices will be given to the Shop Steward and the Union within three (3) working days after written notice is given to the employee.

All disciplinary notices 12 months or older will not be used for future disciplinary purposes.

SECTION 2. The Shop Steward shall be present at all disciplinary meetings which shall be scheduled, on working hours of employees provided the Shop Steward is at work.

SECTION 3. All employees shall have the right to request the presence of the Shop Steward at any investigatory meeting, which the employee reasonably believes might lead to discipline.

#### ARTICLE 17 - STRIKES & LOCKOUTS

SECTION 1. During the life of this Agreement the Union hereby agrees that neither the Union or any of the Employer's employees forming part of the bargaining unit covered by this Agreement shall, directly or indirectly, authorize, assist, encourage, or in any way engage and/or participate in strikes, slowdowns, work stoppages or any other interruptions to the Employer's operation.

SECTION 2. An employee who violates the terms of this Article may be subject to immediate discharge by the Employer; provided, however, that the only subject, which may be grieved, is the question of fact as to whether or not the employees did engage in the conduct referred to in Section 1 above.

SECTION 3. The Employer agrees that there will be no lockout during the term of this Agreement.

#### ARTICLE 18 - SEPARABILITY OF CLAUSES

If any provisions of this Agreement shall be held or declared to be illegal or of no legal effect, said provisions shall be deemed null and void without affecting the obligations of the balance of this Agreement.

#### ARTICLE 19 - SHOP STEWARDS

SECTION 1. The Employer agrees to recognize stewards as appointed by the Union. There shall be one steward per shift. The stewards may assist in the investigation of grievances. Stewards shall not be discriminated against in discharging duties assigned them by the Union.

SECTION 2. A duly authorized representative of the Union will be permitted to visit the premises of the Employer at reasonable times for the purpose of transacting business for the Union and to insure compliance with this Agreement, provided however that such visits shall not disrupt the employees work schedule. The representative shall first make his/her presence known to the manager or assistant manager. Meetings with employees shall be in the building on non-work time at such location other than the Employer's office or stock room as is approved by the Agency.

#### ARTICLE 20 - UNION RIGHTS

SECTION 1. The Union shall have the right to confer with Union members and investigate working conditions.

SECTION 2. The Employer shall provide space for Union literature in a place convenient for Employee use.

SECTION 3. The employee shall have the right to inspect their personnel file in the presence of the General Supervisors provided that prior arrangements have been made with the Supervisor within a reasonable time after the employee has made the request.

SECTION 4. An Employee may request a leave of absence for serving the Union.

## ARTICLE 21 - UNPAID LEAVES OF ABSENCE

SECTION 1. A leave of absence without pay may be granted for the periods specified with written approval of the Employer at least fifteen (15) days in advance of such leave of absence. Such leaves may be extended for good cause. Seniority will continue to accrue during the approved leave but no benefits shall accrue. An employee who fails to return on the specified date or becomes employed elsewhere during the leave of absence will be assumed to have resigned.

The employer agrees to follow every step for the FMLA  
Appendix C: Family Medical and Parental Leave

Family Medical Leave: The District of Columbia Family and Medical Leave Act of 1990, DC Law 8-181, requires effective April 1, 1991, all employers of 20 or more employees in the District of Columbia to provide up to 16 weeks of unpaid family leave:

## ARTICLE 22 - MISCELLANEOUS

SECTION 1. Employees may be required to wear work clothing that is reasonably suitable and safe for the type of work they are assigned.

SECTION 2. Where employees are required by the Company to handle abrasive material such as steel wool or handle caustic chemicals, such employees will be furnished suitable protective gloves at the Company's expense.

SECTION 3. The Employer agrees to provide a safe and healthful workplace for all employees and provide all necessary and required training on the use of any hazardous materials.

SECTION 4. 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.

## ARTICLE 23 – GRIEVANCE PROCEDURE

SECTION 1. 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 23, 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 23, 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 24 - 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.

#### ARTICLE 25- 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 two (2) years after which their recall rights and seniority will terminate.

#### ARTICLE 26 - BUILDING CLOSURES

On the day(s) that the Federal Government or the facility is closed or unavailable for any reason, (including snow days, power outage, act of God...) if the Employer is compensated for such day(s), all members will be compensated as well.

Government Shutdown: In the event that employees are furloughed or otherwise not permitted to work due to a government shutdown, the Employer shall pay employees, and benefits plans provided for herein, for lost time to the extent that it receives payment from the government for said unworked hours. Further, the Employer agrees to make its best efforts to obtain payment or price adjustments that may be available in connection with such a shutdown. Further, in the event of a Government Shutdown, employees who are furloughed may request to be paid vested and unused vacation leave.

#### ARTICLE 27 - DURATION

THIS AGREEMENT shall be effective September 1, 2019 through on August 31, 2022 and will continue thereafter from year to year unless the desire to change or terminate is given in writing by either party to the other not less than sixty (60) days prior to the end of this Agreement or any subsequent year of the existence of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized representatives.

  
Luis Benitez  
Local 32BJ Representative

6/19/19  
Date

  
Diane Lewis, President  
Action Facilities Management Inc.

6/20/19  
Date