

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 32BJ

AND

CHIMES DC. INC.

LOCATION: DEPARTMENT OF THE INTERIOR

FROM: SEPTEMBER 1, 2019

THROUGH: AUGUST 31, 2022

AGREEMENT

This Agreement, dated as of September 1, 2019 by and between Service Employees International Union, Local 32BJ, hereinafter called the "Union" and Chimes D.C., Inc. hereinafter called the "Employer."

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all its hourly paid non-disabled, janitorial and maintenance employees excluding supervisors, clerical, disabled persons or guards employed at the Department of the Interior. For the purposes of this Agreement, the term "employee" throughout refers to employees who are not considered disabled under the Javits-Wagner-O'Day Act and associated regulations. The term "disabled" refers to personnel considered to be disabled under the Javits-Wagner-O'Day Act and associated regulations, and who are working under the provisions of that act and associated regulations.

ARTICLE 2 WAGES

Section 1. The hourly wages for all employees covered by this Agreement shall be at the rates listed in the attached Schedule A.

Section 2. Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit currently enjoyed by the employees at the time they are recognized under this Agreement.

Section 3. The Employer agrees to correct any payroll error within 3 days of the day the employee reports the error if the error is the fault of the Employer. If the error is not the fault of the Employer, the error will be investigated promptly and the correction will be made in the next payroll check after the conclusion of the investigation.

Section 4. All employees covered by this Agreement shall be paid for regularly scheduled hours at the facility in question when the Federal Government is closed or that facility has been made unavailable to the contractor for whatever reason by the contracting authority unless the Contracting Authority does not provide for compensation in its contract to the Contractor.

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 (benefit plans will continue until the end of the month that the shutdown occurred) provided for herein, for lost worked hours time only to the extent that Chimes receives payment from the government for said unworked hours. If an employee is already scheduled off during this period, back pay does not apply. 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 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. The hours of work, shifts and breaks will be specified in the applicable Schedule A. There will be a six (6) minute grace period for employees to report at the start of a shift. Employees will not lose any pay for reporting after their shift starts but before the end of the six (6) minute grace period, and employees will not be disciplined for lateness for reporting before the end of the grace period. However, employees may be disciplined for lateness and lose pay if the employee reports after the employee's scheduled start time more than twice per pay period or after the end of the grace period. Employees shall request approval from the Employer before performing any work in excess of their daily shift.

Section 3. When overtime and extra hours are available, the Employer shall advise the employees of the type of work needed to be performed. Overtime and extra hours shall be offered to all employees qualified to perform the work for which overtime or extra hours are needed on a rotating basis by seniority. If overtime and extra hours' requirements cannot be met on a voluntary basis, they shall be assigned in order of reversed seniority. If the Employer believes that an employee volunteering or assigned to perform the work is not qualified to do so, the Employer shall not be required to offer or assign the work to such employees. In such cases, the Employer shall notify the Union in writing of the date of the overtime or extra hours, the employee involved, and the reason why the employee was not qualified to perform the work. Employees must obtain prior approval from the Employer before performing any work in excess of forty (40) hours in a work week.

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

Section 5. During the term of this Agreement, the Employer will examine its procurement contracts, and when the Employer rebids a procurement contract it will consider using a seven and one half (7-1/2) or eight (8) hour shifts where practicable. Nothing in the Agreement shall require the Employer to convert an existing shift to a longer shift.

ARTICLE 4
HEALTH AND WELFARE

Section 1. The Employer agrees to become a participating member of a Health and Welfare Plan (the "Plan") or in any other plan chosen by the Employer which provides comparable coverage to that provided under the Plan.

Section 2. All employees employed by the Employer shall be enrolled in the Plan. After an employee completes sixty (60) days of employment, the employee shall be eligible for medical benefits as provided in Schedule A of this Agreement, and contributions on his/her behalf to the Company's retirement plan. Hourly contributions to these plans shall be made consistent with Schedule A and begin on the first of the month following sixty days (60) days of continuous employment. The Health and Welfare line item total listed in Schedule A is inclusive of the agreed Pension line item total in Schedule A. The contribution for Health and Welfare is to be made per

hours paid per employee up to 40 hours per week, to include hours paid while in a paid leave status but not worked.

Section 3. Effective on the dates specified in the applicable Section 2, Article 4, the Employer agrees to contribute to the Plan at the rate specified therein. Employer to maintain the same level health and welfare benefits during the contract term at no cost to the employee.

Section 4. In the event of the adoption of a national health care program or other applicable federal, state, or local health insurance legislation that may affect the Health and Welfare benefits described in this Article 4 during the term of this Agreement, either party may reopen the Agreement upon sixty (60) days' written notice and request renegotiation of the provisions of the Agreement directly affected by such action.

Section 5: All employees employed by the Employer shall be enrolled in the Plan. Effective on the dates specified above in Section 2, the Employer agrees to contribute to the Plan at the rate specified in Schedule A herein.

ARTICLE 5 PAID HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
Inauguration Day
George Washington's Birthday
Memorial Day
Independence Day Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
2 Personal Days

If Martin Luther King's Birthday and Inauguration Day fall on the same day, employees will only be entitled to one paid holiday for the day on which both holidays fall.

Section 2. An employee required to work on any one of the holidays listed above shall be paid at the rate of one and one-half time their regular rate in addition to the holiday pay if the employee is eligible for holiday pay as stated in Section 4 below.

Section 3. When a legal holiday covered by this Agreement falls on an employee's day off from his/her regularly scheduled shift, 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 two weeks before or after such holiday.

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

ARTICLE 6
VACATIONS

Section 1. All employees with one (1) year or more of continuous service are entitled to two (2) weeks of vacation with pay. All employees with five (5) years or more of continuous service are entitled to three (3) weeks of vacation with pay. All employees with seven (7) years or more of continuous service are entitled to four (4) weeks of vacation with pay.

Section 2. It is agreed that the employee's vacation shall be paid at the current rate of pay. Vacation pay is to be given to the employee on the regular pay day while on vacation.

The employee, at his/her option, may request their vacation pay to be paid the pay day prior to their scheduled vacation. This request must be made in writing a minimum of three (3) weeks prior to the approved vacation. This option will be permitted for vacation in blocks of five (5) or more consecutive days. No vacation pay will be made prior to the employee's contract anniversary date as defined by the Service Contract Act (SCA) which requires vacation (leave days) to be posted on the employee's SCA anniversary date.

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.

Section 4. The Employer agrees that all employees shall be paid for all unused vacation time accrued on their anniversary date.

Section 5. The Employer agrees that all employees shall be paid for all unused vacation upon separation.

Section 6. The Employee may use vacation leave in increments of less than one (1) week for purposes of a personal emergency or extended sick leave. Vacation time can only be used for extended sick leave provided the employee has used up his/her accrued sick leave and provided he/she provides a doctor's excuse when required by the Employer. The employee's request for vacation leave shall not be unreasonably denied.

Section 7. If more employees desire a particular vacation period than the Employer can afford to approve without disruptions or interference with the conduct of the Employer's business, the most senior employees will be permitted to take that period as a vacation. Other employees will be scheduled at the next mutually convenient time. Once an employee's vacation has been approved, he/she cannot be bumped by another employee with greater seniority.

Section 8. The Employer agrees to re-open this Article for negotiations regarding vacation scheduling when the Union provides proposals.

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, successor or date of employment in the building, whichever is longer. Seniority within job classification shall be the sole factor in determining the employee's layoff and

recall order. The job classifications shall be Floor Maintenance Person and Janitor. One (1) Shop Steward per shift shall have super seniority for the purposes of layoff and recall.

Section 2. New employees shall be on probation until the completion of thirty (30) days of service from their date of hire. During this probationary period, such employees 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 probationary period, employees shall enjoy seniority status from their date of hire.

ARTICLE 8 SICK LEAVE

Section 1. All employees covered by this Agreement shall be granted sick leave with pay. Employees will be eligible to use accrued leave after thirty (30) days of employment.

All employees covered by this Agreement will be eligible for twelve (12) paid sick days per year earned at the rate of one (1) day per month. The Company will compensate all employees for any unused sick leave on an annual basis.

- Sick leave may be used for an employee's personal illness or for that of an immediate family member, well-care and medical and dental appointments. Sick leave also may be used for illness and well-care of a member of an employee's immediate family (including the employee's spouse, children, mother and father).
- Sick leave may be used in at least 1 hour increments or more
- If sick leave is exhausted, earned vacation leave may be used in its place.
- If the employee is absent unexpectedly due to personal reasons or a family member's illness, the employee should notify his or her supervisor as soon as possible.
- Employees may utilize sick leave for absences related to incidents of domestic violence or sexual abuse

Section 2. All employees must give two (2) hours notice before the beginning of the shift in order to claim sick leave benefits. In all cases of illness of three (3) consecutive working days or more, a physician's certificate or other acceptable evidence of disability shall be submitted by an employee as a claim for sick leave benefits, if requested by the Employer.

Section 3. Employees may carry a maximum of twelve (12) days sick leave. During the month of September, in each year following the effective date of this Agreement, the Company will compensate all employees for unused sick leave at the applicable rates of pay for its employees of record as of August 31st of each year. Sick leave compensation shall be paid directly to each employee.

Section 4. All sick leave will be forfeited if the employee resigns or is terminated for any reason, except for circumstances covered by the District of Columbia law or any other applicable law.

ARTICLE 9
UNION SECURITY AND CHECK OFF

Section 1. All employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of employment to remain members by the timely payment of all dues and initiation fees to the Union. Employees covered by this Agreement who are not members of the Union shall be required as a condition of employment to become members of the Union after the 30th day following the date of execution of the agreement, effective date of agreement, or date of employment whichever is later and remain members by their timely payment of all dues and initiation fees to the Union. The failure to become or remain a member by the payment of all dues and initiation fees as required herein, upon written notice to the Employer from the Union to such effect, shall obligate the Employer to discharge such person. However, each employee will be given a grace period of fifteen (15) days from the date of said written notice to pay and fully discharge his/her indebtedness to the Union. Failure to do so will result in the employees' termination by the Employer.

Section 2. The Employer shall notify the Shop Steward within forty-eight (48) hours of the name, address and occupation of new or additional employees hired outside the Union. In considering persons for employment, promotion or work assignment, no consideration shall be given to race, creed, sex, age, Union status, national origin or sexual orientation.

Section 3. The Employer shall check off initiation fees and monthly dues from the first pay check of each month on the basis of individually signed voluntary authorization forms and remit to the Secretary-Treasurer of the Union by the end of the month in which they were deducted from the employee. The Union will send the Employer an alphabetical check-off list each month indicating the amount due for each employee. The Employer shall return a copy of this list or send a list to the Union of all employees for whom dues were deducted.

Section 4. The Union member (employee) shall have the right to elect to participate in a voluntary payroll deduction to support the American Dream Political Action Fund ("ADF"). The Union shall submit the payroll deduction authorization card to the Employer and shall also be responsible to notify the Employer if election is rescinded. The Employer will submit these funds monthly to SEIU 32BJ American Dream Fund ("ADF").

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.

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 10
FUNERAL LEAVE

Section 1. Effective on the date set forth in the Schedule A, all employees shall be granted three (3) days paid leave to attend to the funeral of a spouse, father, mother, son, daughter, brother, sister, grandparent, grandchild, stepparents, stepchildren, or guardian or individual for whom satisfactory proof is provided that such individual has acted in the role of in loco parentis. The Employer may request proof of death or funeral certificate.

Section 2. If the funeral in the above referenced paragraph is over one hundred (100) miles from the metropolitan area of the District of Columbia, the employee will be permitted three (3) additional days off without pay. If the funeral is outside of the United States, the employee may apply for extended leave, without pay, of up to four (4) weeks.

ARTICLE 11
JURY DUTY

An employee who is required to serve on a jury shall be granted an excused absence for those hours which the employee is reasonably unable to be present for work. If the amount of money received by the employee from his payment for which he was able to work is less than the employee's straight time hourly rate of pay multiplied by the number of hours the employee is normally scheduled to work on said day (not to exceed eight hours), the Employer shall pay the employee the difference between those two amounts providing, however, that said jury duty pay shall not be paid to an employee who accepts jury duty more frequently than required by law.

ARTICLE 12
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 discipline shall be corrective and progressive in nature. Discipline must be given in writing within two (2) working days of the Employer's knowledge of the offense. Copies of all warning or disciplinary notices will be given to the Shop Steward within three (3) days. Warning notices or other disciplinary action of a minor nature will be removed from the employee's file within one (1) year period. However, major infractions and those that may be required by regulation will remain in the employee's file.

Section 2. The Shop Steward or designated co-worker shall be present at all disciplinary and/or investigatory meetings which the employee reasonably believes might lead to discipline. In the investigatory meetings, the employee must request the Steward to be present.

ARTICLE 13
GRIEVANCE PROCEDURE

It is agreed that any dispute arising out of this Agreement between an employee and the Employer or the Union and the Employer shall be resolved using the procedure set out below.

Step 1. The employee, the shop steward and the immediate Supervisor, in coordination with the Project Manager shall attempt to resolve any differences at the time they arise. In the event they

are unable to resolve the issue, the employee shall may request a meeting with the Supervisor, the Project Manager and the Shop Steward to attempt to resolve the issue. If they are unable to resolve the issue, the grievance shall be reduced to writing and submitted to the Employer within five (5) days.

Step 2. The Executive Vice President of Chimes D.C and/or designee, the Union Representative and the employee shall meet within five (5) days to attempt to resolve the issue. If they are unable to resolve the issue, the grievance will be moved to Step 3.

Step 3. Within five (5) days after the meeting in Step 2, the Union Representative and the employee shall meet with the Chief Operating Officer of Chimes DC in the case of a discharge of an employee. For all other grievances, the Union Representative and the company President shall select one day each month at a mutually convenient time to meet with employee regarding such grievances. All unresolved grievances will proceed to Step 4.

Step 4. If the grievance is not resolved at Step 3, within thirty (30) days after the meeting in Step 3, it may be submitted at the request of either party to arbitration by an Arbitrator designated by the Federal Mediation and Conciliation Service (FMCS), whose decision shall be final, provided that the Arbitrator shall not have the power to alter this Agreement, or any of its terms in any way. All expenses shall be equally borne by both parties.

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 Unions thirty (30) days' time limit to notice arbitration of the grievance under this Article 13 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 13. The Union shall immediately notify the employer of the filing of the internal appeal, and notify the employer of the outcome of the internal appeal.

ARTICLE 14 NO STRIKE AND NO LOCKOUT

The Company agrees there will be no lockout of the employees and the Union agrees there will be no strikes, including but not limited to, sympathy strikes or slowdowns for the duration of this Agreement.

ARTICLE 15 LAY-OFF AND RECALL

Section I. The Employer agrees to notify the Union at the earliest date possible in the event of lay-offs or anticipated lay-offs. The Employer further agrees that all lay-offs will be in reverse order of seniority by classification in each procurement contract and all recalls shall be in order of seniority by classification. The job classifications shall be Floor Maintenance employee and Janitor. In the event of layoffs, Floor Maintenance employees with more seniority may bump Janitors within the same procurement contract with less seniority accrued.

Section 2. The Employer shall maintain one project recall list in order of seniority. The employee's job classification and date of layoff shall be noted on the recall list. All employees shall remain on the layoff list for up to six (6) months. When a job becomes available, the most senior

person shall be contacted to fill the vacancy. The Employer shall contact employees in all classifications if the vacancy is for a Janitor position. The Employer shall contact the most senior Floor Maintenance employee for vacancies in those classifications. If a Floor Maintenance employee is working out of classification, that person shall be contacted to fill a vacancy in those classifications before contacting the most senior person on the recall list. Employees who have been laid off cannot bump less senior bargaining unit employees employed under a different procurement contract.

Section 3. When a job becomes available, the Employer shall use the following procedure: the Employer will call the most senior person on the recall list. If the Employer is able to contact that person by phone, the employee then has three working days from the date of the phone contact to make arrangements to return to work. If the Employer is unable to contact the most senior person by phone, then a letter will be sent to the employee by priority mail recalling them to work. The employee has two (2) working days after receipt of the letter to contact the Employer if they want to return to work and three (3) working days after the phone call to the Employer to report to work. All employees have a responsibility to inform the Employer of any change in address or telephone. The Employer shall maintain a log book for all layoffs and recalls, noting the name of the employee, and shift from which he/she was laid off, the seniority date, and the date(s) contacted for recall, what type of contact (phone, letter), the shift that was offered to the employee, the date the employee was actually recalled and the shift to which the employee was recalled.

Section 4. All employees laid off shall remain on the layoff list for up to six (6) months. However, if the employee fails to return to work after proper notice, that person will no longer be considered on the layoff list. An employee will have the right to refuse a position that is not within the same basic schedule of the position from which they were laid off

ARTICLE 16 SHOP STEWARD AND UNION REPRESENTATIVES

Section 1. The Employer agrees to recognize Stewards as designated by the Union. There shall be one Steward per shift who shall have super seniority for purposes of layoff and recall. Should the identity of a Shop Steward change, the Union shall promptly inform the Employer in writing of the name of the newly designated Steward. The Stewards may assist in the investigation, presentation and settling of grievances. Stewards shall not be discriminated against in discharging duties assigned them by the Union and shall be given reasonable time to settle grievances but discharge of such duties should not unreasonably interfere with the Employer's operations.

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. The representative shall first make his/her presence known to the Manger or Assistant Manager. Meetings with employees shall be in the Employer's office in the building on non-work time.

ARTICLE 17
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 Union shall have the right to inspect the Employer's records necessary to enforce this Agreement.

Section 4. The Employee shall have the right to inspect their personnel file. Such request must be made in writing prior to inspection.

Section 5. An Employee may request a leave of absence for serving the Union.

ARTICLE 18
UNPAID LEAVE OF ABSENCE

Section 1. The Employer agrees to provide the following leaves of absence for all employees when requested. Such requests shall not be unreasonably denied. The employee shall return to their original or equivalent position without loss of seniority.

Medical/Compassionate Leave: Up to six (6) months

Personal Leave: Up to thirty (30) days for personal reasons. The employee may request an extension of thirty (30) days in cases of emergency and the Employer may request documentation of the emergency.

Union Leave: Up to one (1) year for service with the Union

Military Leave: As required by Federal law.

Civic Leave: For any employee who is required to report to testify in any legal proceeding as a result of a subpoena, a copy of which shall be supplied to the Employer upon request.

Section 2. An employee shall be entitled to take medical/compassionate leave under the circumstances provided for by the Federal Family and Medical Leave Act of 1993, or under applicable state or local laws. The payment of the health insurance contributions shall be made by the Employer only as required by the Family and Medical Leave Act of 1993 or other applicable state or local laws. Medical/compassionate leave is unpaid leave. If an employee requests medical/compassionate leave, the Employer has the right to require the employee to substitute all of the employee's accrued vacation and sick leave for leave available under the Family and Medical Leave Act, or applicable state or local laws. Vacation, sick leave, or other employment benefits

shall not accrue during the time that an employee is on medical/compassionate, personal, union or military leave, unless otherwise required by law.

ARTICLE 19 UNIFORMS

The Employer agrees to provide each Employee with three (3) uniform shirts and/or smocks free of charge, and Employees will not be responsible for normal wear and tear.

ARTICLE 20 EQUIPMENT AND SUPPLIES

The Employer agrees to provide, repair and maintain all equipment and supplies needed to perform the tasks of the job in a safe and efficient manner.

ARTICLE 21 HEALTH AND SAFETY

Section 1. The Employer agrees to provide a safe and healthful workplace for all employees and shall comply with all federal, state and local laws relating to health and safety. The Employer will keep and make available SDS sheets for all chemicals used.

Section 2. The Employer shall provide an annual right-to-know training in English and Spanish for every employee including, but not limited, to, training on infectious and hazardous waste, hazardous substances used or present in the workplace and proper safety procedures for all employees. The Union will assist the Employer in securing translation services.

Section 3. The Employer shall maintain workers compensation coverage for all employees. The Employer shall post the required notice of workers compensation in the languages understood by the employees in a prominent and visible location to employees containing the name of the insurance company, its address and phone number. In the event an employee is injured on the job, or suspects a job-related illness, the employee will inform the supervisor for that location, who then will report the injury or illness to the Employer immediately and the Employer will file the necessary reports to the insurance carrier within twenty-four (24) hours.

ARTICLE 22 DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any individual with respect to employment, hiring, compensation, promotion, training or work assignment, or any terms or conditions of employment on the basis of an individual's race, creed, color, national origin, age, sex, sexual orientation, religion, Union membership or Union activity. This article shall also apply to individuals with a qualified disability under the Americans with Disabilities Act.

Section 2. Nothing in this Agreement shall be construed or applied to deny to any employee the employment opportunities set forth above.

Section 3. Any disputes involving this Article shall be subject to the grievance procedure.

ARTICLE 23
MANAGEMENT RIGHTS

The Management of the Company's affairs and the direction of its work 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, establish and enforce rules for employee conduct, hire and discharge for cause, transfer or lay off employees because of the lack of work, shall be vested exclusively in the Company, except as altered or abridged by this Agreement.

ARTICLE 24
SAVINGS CLAUSE

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

ARTICLE 25
CHANGE OF NAME, ADDRESS OR FORM OF ENTITY

This Agreement is binding upon the Employer whether or not it changes its name, address or form of the business.

ARTICLE 26
SUCCESSORSHIP

The Employer will furnish the Union notice of termination of any of its cleaning contracts within twenty-four (24) hours of the time the Employer receives notice of such termination, and will promptly thereafter meet with the Union to negotiate the effects of such termination on bargaining unit employees.

ARTICLE 27
SUBCONTRACTING

There shall be no subcontracting of bargaining unit work being performed by the Employer's employees beginning on the date the employees are covered by this Agreement.

ARTICLE 28
LABOR-MANAGEMENT COMMITTEE

The Union and the Employer both agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the employees and Management when requested by either party to discuss such issues as attendance and tardiness, shift lengths, safety and equipment, the method of assigning work and any other issues affecting relations between the employees and the Employer. Such meetings shall be exclusive of the grievance procedure and grievances shall not be considered at such meetings, nor shall negotiations for the purposes of altering the terms of this Agreement be held at such meetings.

The Committee shall be made up of no more than three (3) representatives of Management and one (1) employee representative. The Committee shall meet for up to two (2) hours on an as needed basis, but not less than once per contract year. The employee representatives shall be released from their duties without loss of pay or leave time to attend the Labor-Management meetings.

The date, time and place of such meetings shall be mutually agreed upon by the parties. Either party may request a labor Management Committee Meeting. The parties agree to schedule a committee meeting within ten (10) days of the meeting request.

ARTICLE 29 VACANCIES, JOB POSTINGS AND TRANSFERS

Section 1. When a regularly scheduled, full-time position or any other position which the Employer intends to fill on a permanent transfer basis for more than five (5) days becomes available, at any work location covered by this Agreement, the Employer will post a job announcement for that position for five (5) working days in all work locations covered by this Agreement. The job announcement shall list the work location, hours, wage, qualifications for the job and any other requirements. If a qualified employee is interested in applying for that position, the employee shall complete and turn in a form supplied by the Employer requesting consideration for that position. The Employer shall review such requests for transfers and select the most senior qualified applicant for that position. If there are no qualified applicants for the position, the Employer shall be free to hire from any source.

Section 2. The Employer may transfer an employee or employees on a temporary basis for ten (10) days or less in the event of an emergency without posting the job. The Employer may use temporary employees to temporarily replace employees who are out on sick leave, funeral leave, vacation or other leaves of absence.

ARTICLE 30 PENSION

Section 1. Coverage. The Employer agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund (Pension Fund) in the amounts specified in Section 3 below. The contributions follow the "Preferred Schedule".

Section 2. Term. The Employer agrees to remain a participating employer in the Pension Fund throughout the term of the Collective Bargaining Agreement, including any extensions thereof as shown in Table 1.

Section 3. Contributions. Commencing on September 1, 2019 the Employer agrees to pay forty-five cents (\$0.45) per hour paid up to 40 hours per week and an additional one hundred fifteen and four tenths (115.4%) percent in supplemental contributions.

Commencing on September 1, 2020 the Employer agrees to pay forty-five cents (\$0.45) per hour paid up to 40 hours per week and an additional one hundred thirty two (132%) percent in supplemental contributions.

Commencing on September 1, 2021 the Employer agrees to pay forty-five cents (\$0.45) per hour paid up to 40 hours per week and an additional one hundred and fifty (150%) percent in supplemental contributions..

The total amounts including the supplemental contributions shall be as follows:

Table 1:

Current	9/1/19	9/1/20	9/1/21
\$0.90	\$0.97	\$1.04	\$1.13

Employees hired after the effective date of this Agreement shall be covered from their date of hire. Contributions required by this provision shall be paid to the Fund on or before the fifteenth (15th) day of the month following the period for which contributions are due or, on or before such other date as the Trustees may hereafter determine. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.

Section 4. Trust Agreement. The Employer hereby agrees to be bound by the provision of the Agreement and Declaration of Trust and all non-monetary resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that Agreement, including collective policies, receipt of which is hereby acknowledged.

Section 5. Audits. The Employer agrees to permit auditors authorized by the Fund to inspect and review any of its records necessary to ensure compliance with this Agreement and to forward such records or true copies thereof to the Fund's auditors upon request.

Section 6. Delinquencies. The Employer agrees and affirms that, should it default or become delinquent in any of its obligations to the Fund set forth in this Article, it shall be liable for such damages, penalties and costs as may be provided by the Fund's Trust Agreement, resolution (s) and collection policy(ies) of the Fund's Trustees including, but not limited to, a late payment penalty, interest, liquidated damages, and all costs of collection including reasonable attorney's fees and accounting fees.

Section 7. Cooperation. The Employer and the Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retirement Income Security Act.

Section 8. Approval by Trustees. The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the eligible employees covered by the Collective

Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

Section 9. Miscellaneous. In the event of any inconsistency between this Article and the remainder of this Collective Bargaining Agreement, the terms of this article shall prevail.

ARTICLE 31 LEGAL FUND

Effective September 1, 2020, the Employer agrees to contribute to the Building Service 32BJ Legal Services Fund for each employees covered by this Agreement in accordance with and under such provisions, rules and regulations as may be determined by the Trustees of the Fund, as provided in the Agreement and Declaration of Trust, and amendments thereto.

Effective September 1, 2020 the rate of contribution to the Legal Fund shall be \$0.10 for each hour paid for each covered employee.

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.

ARTICLE 31 DURATION OF AGREEMENT


This Agreement will become effective September 1, 2019 through August 31, 2022 and may be extended by both parties.



SEIU Local 32BJ

9/3/19

Date



Chimes DC

9.5.19

Date

SCHEDULE A
THE DEPARTMENT OF THE INTERIOR BUILDING

1. WAGES - ARTICLE 2

Position	Current	9/1/19	9/1/20	9/1/21
Janitor	\$17.40	\$18.05	\$18.80	\$19.55
Floor Person	\$17.90	\$18.55	\$19.30	\$20.05

2. HOURS OF WORK, SHIFTS, BREAKS - ARTICLE 3

The regular work week shall be Monday through Friday. The regular part-time shifts shall consist of four (4) hours. The regular full-time shifts shall consist of six, seven (7), seven and one half (7.5) or eight (8) hours per day. Thirty (30) or more hours per week is required for full time health & welfare benefits. All employees working a full time shift shall receive a one (1) hour unpaid break in the middle of their shift.

3. HEALTH & WELFARE-ARTICLE 6

Current	9/1/19	9/1/20	9/1/21
\$8.10	\$6.47	\$6.84	\$7.23

The Health & Welfare totals listed above is inclusive of the agreed Pension in this Schedule A - line item 4 below.

4. PENSION

The Employer agrees to pay into the Service Employees International Union Pension Plan (SEIU-PF) the amounts listed below on the effective dates per hour paid for all employees covered by this Agreement up to forty (40) hours per week.

Current	9/1/19	9/1/20	9/1/21
\$0.90	\$0.97	\$1.04	\$1.13