

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 30

AND

CUSHMAN & WAKEFIELD, INC.

RE: VERIZON WIRELESS
2000 CORPORATE DRIVE
ORANBERG, N.Y. 10926

TERM OF AGREEMENT

MARCH 1, 2017 – FEBRUARY 29, 2020

CONTENTS

Article I – Recognition and Union Security	2
Article II – Hours, Working Conditions	3
Article III – Right of Management	5
Article IV – No Strikes or Lockouts	5
Article V – Grievance Procedure and Employee Discipline	5
Article VI – Arbitration	6
Article VII – Building Acquisition by Public Authority	6
Article VIII – Saving Clause.....	7
Article IX – Complete Agreement.....	7
Article X – Term of Agreement.....	7
Article XI – General Clauses	7
1. Welfare, Pension, Annuity, Training & Industry Stabilization Funds	7
2. Disability Benefits Law – Unemployment Insurance Law	7
3. Sickness Benefits	7
4. Vacations	8
5. Leave of Absence.....	9
6. Holidays	10
7. Election Day Holiday.....	10
8. Employee’s Birthday	11
9. Family Death.....	11
10. Medical Check-Up.....	11
11. Reducing Force	12
12. Jury Duty	12
13. Termination Pay.....	12
14. Pyramiding.....	12
15. Seniority and Trial Period.....	13
16. Sanitary Arrangements.....	13
17. Uniforms and Other Apparel.....	13
18. First Aid Kit.....	13
19. Fire and Flood Call	13
20. Employment.....	13
21. Tools	14
22. Access to Building by Business Agents.....	14
23. Hazardous Work	14
24. Safety Shoes.....	14
25. Overtime	14
26. Meal Allowance.....	14
27. Legal Assistance	15
28. Change of Employer	15
29. Replacement Coverage	15
30. Newly Hired Employees	15
31. Weekend Standby Pay	15
32. Tuition & License Reimbursement.....	15
33. Political Action Fund Deductions	15
34. Credit Union	15
35. Shop Steward Training	16
36. Successor and Assigns	16
Schedule “A” – Wages.....	18
Schedule “B” – Trust Funds	19
Schedule “C” – Apprentice Program and Schedule.....	21

AGREEMENT entered into this first day of March, 2017, by and between Cushman & Wakefield, Inc. (herein referred to as the "Employer"), and the International Union of Operating Engineers, Local 30 (hereinafter referred to as the "Union"), acting on behalf of its members employed at Verizon Wireless.

WITNESSETH:

Whereas, the Employer has negotiated an agreement with Local 30, covering such building, and

Whereas, the parties wish to include these terms in a written agreement;

Now; therefore, the parties hereto in consideration of the mutual covenants herein contained, do hereby agree as follows:

Article I – Recognition and Union Security

1. During the terms of this Agreement the Union is recognized as the exclusive bargaining representative of the engineering employees employed at Verizon Wireless.

2. Each employee is required, as a condition of his/her employment, to become a member of the Union after the thirtieth day following his/her employment, or after the thirtieth day following the effective date of the adoption of this Agreement, whichever is later. The Union shall not call upon or require the Employer to discharge or otherwise discriminate against any employee except in compliance with the applicable provisions of existing law.

3. The Employer agrees to deduct the Union's weekly dues, initiation fees, and all legal assessments from the pay of each employee from whom it receives written authorization, and will continue to make such deduction while the authorization remains in effect. Such deductions will be made monthly and remitted to the Union within thirty (30) days after making the deductions. The dues deductions shall constitute trust funds while in the possession of the Employer.

If a signatory does not revoke his/her authorization at the end of a year following the date of authorization, or at the end of the current contract, whichever is earlier, it shall be deemed a renewal of authorization, irrevocable for another year or until the expiration of the next succeeding contract, whichever is earlier.

The Union agrees to indemnify and save the Employer harmless from any liability incurred by reason of such deductions.

4. The Employer shall not enter into any agreement contracting for the performance of work and/or for the categories of work heretofore performed by employees covered by this Agreement, except within the provisions and limitations set forth below.

5. The Employer shall give advance written notice to the Union at least three (3) weeks prior to the effective date of its contracting for such services, or changing contractors, indicating the name and address of the contractor.

6. The Employer shall require the contractor to assume this Agreement, and the contractor shall have all the rights and obligations of the Employer hereunder. The Union may reject said assumption where the contractor has not made proper payments to the Welfare and/or Pension Funds, or has habitually failed to comply with labor agreements with the Union covering other buildings in the industry. A rejection of an assumption shall not be arbitrary.

The Employer agrees that its employees then engaged in the work which is contracted out shall become employees of the initial contractor or any successor contractor, and agrees to employ or re-employ those employees working for the contractor at the time of termination or cancellation of the contract. This provision shall not be construed to prevent termination of any employee's employment under other provisions of this Agreement relating to illness, retirement, resignation, discharge for cause, or layoff by reason of reduction of force; however, a contractor may not reduce force or change the work schedule without first obtaining written consent of the Union, which shall not be unreasonably withheld.

If the contractor fails to comply with this Agreement, the Employer shall be liable severally and jointly with the contractor for any and all damages sustained by the employees as the result thereof, or for any unpaid Welfare and/or Pension contributions; provided, however, that the Employer's liability shall commence when it receives written notice from the Union of the contractor's failure to so comply.

To determine those employees employed by the contractor who should be members of the Union under the terms of this Agreement, and to determine the amounts payable to the Welfare and Pension Funds; the Union, and/or the Funds, independently or in coordination and cooperation, shall have the right to inspect and audit the contractor's Social Security and/or payroll records. These records shall be made available to the Union and to the Funds upon request.

The Union may require of any contractor generally, or in any particular building, that dues be deducted pursuant to applicable law.

Article II – Hours, Working Conditions

1. a) The standard workweek shall be forty (40) hours, consisting of five (5) days of eight (8) hours' each. Overtime at the rate of time and one-half (1.5X) the regular straight-time hourly rate shall be paid for all hours worked in excess of eight (8) hours' per day, or in excess of the standard workweek of forty (40) hours, whichever is greater. There shall be no split shifts.

Every employee shall be entitled to two (2) consecutive days off in any seven (7) days.

Employees required to work on their first scheduled day off in any workweek shall be

provided with at least four (4) hours' work at the rate of time and one-half (1.5X). Employees required to work on their second scheduled day off in any workweek shall be provided with at least four (4) hours' work at the rate of double time (2X).

Employees recalled to work after they have checked out shall be guaranteed four (4) hours at the overtime rate.

The weekly working hours for regular full-time employees, the majority of whose hours of work fall between 7:00 P.M. and 6:00 A.M., shall include a thirty (30) minute relief and lunch period. Such period, at the Employer's option, shall be taken on the premises at a scheduled time within two (2) hours of the middle of the shift and at such suitable place compatible with building needs as may be designated by the Employer. Where such an employee now works a scheduled shift of more than eight (8) hours and up to nine (9) hours, and receives a relief of lunch period at his/her own expense, during which time he/she is free to leave the premises, the Employer shall have the right to reschedule the work shift to eight (8) hours, or to pay the employee on an overtime basis for time over eight (8) hours, limited to one-half ($\frac{1}{2}$) hour's pay, on such basis.

The above provision shall apply to engineers and engine room helpers whose presence is required on the job regardless of the time during which the majority of employees' hours of work fall.

No regular full-time employee shall have his/her regular working hours as set forth above reduced below the standard work week in order to effect a corresponding reduction in pay.

b) Employees, the majority of whose hours fall between 7:00 P.M. and 6:00 A.M. or on Saturday and/or Sunday shall receive an additional six dollars and forty cents (\$6.40) pay for each such shift worked. This provision shall not apply to employees working such shifts on an overtime or premium pay basis.

2. No provision of this Agreement shall be construed as to lower the weekly, daily, or hourly wage or rate of any employee. Where the employees of said building have presently in effect a practice of terms or conditions better than those provided for herein, applicable generally to the employees in the building covered by this Agreement with respect to wages, hours, sick pay, vacation, holidays, premium pay for Saturday and/or Sunday work, relief period, and group life insurance, such better conditions shall be continued in effect for all employees who may now be employed in said building. An Arbitrator is empowered to afford relief from the obligation expressed in the preceding sentence on the grounds that its enforcement would work an undue hardship, injustice, or inequity on the Employer.

A change of schedules or duties shall not constitute a violation of this section. The Employer shall post a change of schedule at least ten (10) days in advance of the effective date thereof.

It is understood that Local 30 bargaining unit members may be required to perform engineering

services in the various locations covered by this Agreement.

Article III – Right of Management

1. The Union recognizes the right of management to direct and control the policies of management subject to the obligations of this Agreement.
2. It is agreed that the employees will cooperate with management within the obligations of the agreement to facilitate the efficient operation of the building.
3. If, through the grievance procedure, or by decision of the Arbitrator, it shall be found that an employee has been unjustly discharged, such employee may be reinstated to his/her former position without loss of seniority or rank, and shall suffer no reduction in salary. In such event, the Grievance Committee or the Arbitrator shall be empowered to determine whether, and to what extent, the employee shall be compensated by the Employer for time lost.
4. It is agreed that in the case of substantial or unreasonable reduction of force, the Union may invoke the grievance procedure on a claim that such reduction has created unreasonable hardship on the remaining employees. In the event of failure of the Grievance Committee to resolve the issue, it may be submitted to arbitration.

Article IV – No Strikes or Lockouts

1. During the term of this Agreement there shall be no stoppage of work, strike, lockout or picketing in respect to any signatory building, except as provided in Section 2 of this Article. In the event of a violation of this provision by any party to this Agreement, such matter shall be submitted immediately to the Arbitrator for such action as the Arbitrator deems necessary.
2. If an award against the Employer by the Arbitrator for Welfare Fund or Pension Fund payments is not complied with within two (2) weeks after such award is sent by registered or certified mail to the Employer at the address listed on his Assent, the Union may order a stoppage of work, strike or picketing in the building involved to enforce such award, and it may also thereby compel payment of lost wages to any employee engaged in such work stoppage or strike. Upon compliance with the arbitrator's award and payment of lost wages, the stoppage of work or strike shall cease. The Union shall not be held liable for any violation of this Article where it appears that it has taken all reasonable steps to avoid and end any such violation.

Article V – Grievance Procedure and Employee Discipline

1. Any grievance or dispute arising out of the interpretation, performance or applicability of any term or provisions of this agreement shall be submitted for decision to a Grievance Committee, in writing, by the party complaining.
2. The Grievance Committee shall consist of one (1) representative chosen by the Union and one

(1) representative chosen by the Employer, it being agreed that no issue shall be submitted to arbitration, except as provided in Article IV, until it has been processed by the Grievance Committee, and said committee has failed to reach an adjustment or the Union and the Employer agree to waive the hearing by the Grievance Committee. If the Committee fails to here the issue within ten (10) days after receipt of notice of the grievance, the matter shall be submitted immediately to arbitration, unless the parties otherwise agree.

3. Any grievance or dispute arising out of the interpretation, performance or applicability of any term or provision of this Agreement shall be submitted to a Grievance Committee, in writing, by the party complaining within fifteen (15) days of occurrence unless the Committee or the Arbitrator finds that the complainant did not and could not reasonable have known the existence of said occurrence within fifteen (15) days.

4. The Employer shall not impose discipline on employees for events occurring more than fifteen (15) days prior to the imposition of discipline unless the Grievance Committee or the Arbitrator finds that the Employer did not and could not reasonable have known of the existence of said occurrence within fifteen (15) days. This provision shall not be construed to preclude an Arbitrator from receiving evidence of past discipline at any proceeding under this Agreement.

Article VI – Arbitration

1. In the event of failure of the Grievance Committee to determine an issue arising between the parties as to the interpretation, performance, or applicability of any term or provision of this Agreement, said issue shall be submitted to an Arbitrator agreed upon between the parties, or in the event that they are unable to agree, to an arbitrator appointed, after consultation with the parties, by the New York State Board of Mediation.

2. The procedure herein outlined in respect to matters over which the Arbitrator has jurisdiction shall be the sole and exclusive method for the determination of all such issues, and the Arbitrator being final and binding upon the parties; and the employee or employees involved; providing, however, that nothing herein shall be construed to forbid either of the parties from resorting to court for relief from, or to enforce rights under, any arbitration award. In any proceeding to confirm the award of the Arbitrator, service may be made by registered or certified mail, within or without the State of New York, as the case may be.

Article VII – Building Acquisition by Public Authority

Where a building is acquired by a public authority of any nature through condemnation, purchase or otherwise, the last owner shall guarantee the payment of accrued vacations due to the employees up to the date of transfer of title and termination pay to the same date. It is understood that the Union will, however, seek to have such public authority assume the obligations for the payment of such accrued vacation and/or termination pay. If unsuccessful, and the last owner becomes liable for such payment, the amounts thereof shall be liens upon any condemnation award or any amount received by such last owner.

Article VIII – Saving Clause

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

Article IX – Complete Agreement

Except as the parties may otherwise mutually agree, and except as set forth below, it is agreed that during the lifetime of this Agreement there shall be no demands for collective bargaining negotiations as to any matter or issue not covered by the provisions of this Agreement, or for the renegotiation of any of the provisions of this Agreement.

Article X – Term of Agreement

1. This Agreement shall continue in full force and effect up to and including February 29, 2020. Sixty (60) days before said expiration date, the parties shall enter into direct negotiations looking toward a renewal agreement.

2. If fifteen (15) days before the expiration of this Agreement the parties have not been able to agree upon the terms of a new agreement, they will thereupon confer with the New York State Board of Mediation for the purpose of conciliation of their differences.

Article XI – General Clauses

1. Welfare, Pension, Annuity, Training & Industry Stabilization Funds

See Schedule “B”.

2. Disability Benefits Law – Unemployment Insurance Law

a) The Employer agrees to cover the employees under the New York State Disability Benefits Law on a non-contributory basis, whether or not such coverage is mandatory.

The Employer will cooperate with employees in the processing of their claims and any violation by the Employer, including but not limited to the posting of notices or furnishing forms, shall be subject to grievance and arbitration.

b) The Employer agrees to cover the employees under the New York State Unemployment Insurance Law, whether or not such coverage is mandatory.

3. Sickness Benefits

All new employees to be prorated on sick time, from date of hire to December 31st. All

employees to receive ten (10) sick days per year.

a) The employee shall receive the above sick pay whether or not such illness is covered by New York State Disability Benefits Law or the New York State Worker's Compensation Act; however, there shall be no pyramiding or duplication of disability Benefits and/or Worker's Compensation Benefits with sick pay.

b) An employee absent from duty due to illness only on the scheduled workday immediately before and/or only on the schedule workday immediately after a holiday shall not be eligible for sick pay for said absent workday or workdays.

c) Employees who have continued employment to the end of the calendar year, and have not used all sickness benefits, shall be paid in the succeeding January a day's pay for each such unused day, not to exceed ten (10) days' pay. Payment shall be based on the wages effective in the immediately preceding December.

d) For the purpose of this section one (1) year's employment shall be reached on the anniversary date of employment. Employees who complete one (1) year of service after January 1 shall receive a pro-rated share of sickness benefits for the balance of the calendar year. After six (6) months of employment an employee shall be entitled to two (2) days paid sick leave. However, any employee so taking paid sick leave shall have whatever days taken deducted from his/her accrual in the preceding paragraph, or from the following year's sick pay entitlement, if necessary.

e) All payments set forth in this section are voluntarily assumed by the Employer, in consideration of concessions made by the Union with respect to various other provisions of this Agreement, and such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable statutory provisions.

4. Vacations

All new employees to be prorated on vacation time, from date of hire to December 31.

First (1 st) year	Two (2) weeks
Fifth (5 th) year	Three (3) weeks
Tenth (10 th) year	Four (4) weeks
Fifteenth (15 th) year	Five (5) weeks

Only actual working days shall count as part of the allowed vacation. Regular days off and holidays falling during the vacation period shall not be counted.

If a holiday falls during the employee's vacation period, the employee shall receive an additional day's pay therefore, or, at the option of the Employer, an extra day off within ten (10) days immediately preceding or succeeding his/her vacation period.

Vacation wages shall be paid prior to the vacation period, unless otherwise requested by the employee.

Employees are entitled to actual vacations and no employee shall be required to accept money in lieu of his/her vacation.

Employees shall be permitted to take vacations outside the normal vacation period provided that no more than one (1) employee takes vacation at any time, and provided such vacation is compatible with the proper and efficient operation of the building.

The fourth and fifth week of vacation may, at the option of the Employer, be scheduled upon two (2) weeks' notice to the employee, for a week or weeks (which may not be split) other than the period when the employee takes the rest of his/her vacation.

Choice of vacation periods shall be according to seniority so far as compatible with the proper operation of the building.

Any employee leaving his/her job for any reason shall be entitled to a vacation accrual allowance computed on his/her length of service as provided in the vacation schedule hereinabove set forth, based on the elapsed period from the previous September 16th (or from the date of his employment if later employed), to the date of his/her leaving. Provided, however, that any employee who has received a vacation during the previous vacation period (May 1st through September 15th), and who leaves his job during the next vacation period under circumstances as above stated which entitled him to vacation accrual allowances instead of on the basis of the elapsed period from the previous September 16th.

No employee who leaves his position of his own accord shall be entitled to accrued vacation credit unless he gives one (1) week's written termination notice.

5. Leave of Absence

Once during the term of this Agreement, upon written application to the Employer and the Union, a regular full-time employee who has been employed in the building for five (5) years or more shall be granted a leave of absence not to exceed three (3) months, subject to an extension for a period not to exceed an additional three (3) months, in case of bona fide illness or injury whether or not covered by the New York State Worker's Compensation Law. When such employee is physically and mentally able to resume work, he shall on one (1) week's prior written notice to the Employer, be then re-employed, with no loss of seniority.

Once every five (5) years upon six (6) week's written application to the Employer, a regular full-time employee who has been employed in the building for five (5) years or more shall be granted a leave of absence for personal reasons not to exceed two (2) months. Upon the employee's return to work, he shall be re-employed with no loss of seniority.

6. Holidays

Employees shall receive twelve (12) holidays per year in accordance with those scheduled by the primary tenant, a list of which shall be supplied to the Union within ten (10) days after execution of this Agreement. The Local 30 personnel holiday schedule shall follow the building holiday schedule.

In the event that the primary tenant has less than nine (9) holidays scheduled in any year, the difference between nine (9) and the number of holidays scheduled by the primary tenant shall be added to the personal days in the following paragraph. It is the intent that the employees receive twelve (12) holidays each year under this section.

Employees entitled to personal days may select such day or days off on five (5) days; notice to the Employer provided such selection does not result in a reduction of employees in the building below seventy-five percent (75%) of the normal work staff. Such selection shall be made in accordance with seniority.

Employees shall receive their regular straight time hourly rate for the normal eight (8) hour working day not worked, and if required to work on a holiday, shall receive, in addition to the pay above mentioned, premium pay at the rate of time and one-half (1.5X) their regular straight time hourly rate of pay for each employee who is required to work on a holiday beyond eight (8) hours shall continue to receive the compensation above provided for holiday work, namely pay at the regular straight-time rate plus premium pay at time and one-half (1.5X) the straight rate.

Any regular full-time employee ill in any payroll week in which a holiday falls is entitled to holiday pay or corresponding time off (meaning one [1] day) if he/she worked at least one (1) day during said payroll week.

Any regular full-time employee whose regular day off, or one (1) of whose regular days off falls on a holiday, shall receive an additional day's pay therefore, or, at the option of the Employer, an extra workday off within ten (10) days immediately preceding or succeeding the holiday. If the employee receives the extra day off before the holiday and his/her employment is terminated for any reason whatsoever, he shall not be required to compensate the Employer for that day.

7. Election Day Holiday

Any employee entitled to vote and required to work on Election Day, who gives the notification required by law, shall be allowed two (2) hours off while the polls are open, such hours to be designated by the Employer. Said two (2) hours shall be included in the eight (8) hour day for which such employee receives his/her regular straight-time pay if entitled, but shall not be considered as hours actually worked for the purpose of payment of premium pay, as provided for in General Clause 6.

8. Employee's Birthday

A regular employee's birthday falling on a regular workday (or by agreement between the employee and the Employer, another day within ten (10) days immediately preceding or succeeding the birthday), shall be a paid day off; or, if the employee is required to work, he shall receive an additional normal day's pay for working on that day; provided that whenever possible the employee shall advise the Employer of his/her birthday at least two (2) weeks in advance thereof, and provided further that where such notice is untimely, the Employer shall give the employee an additional day's pay or an extra day off within thirty (30) days following such notice.

When a regular, full-time employee's birthday falls on a contract holiday, or on one (1) of his/her regular days off, he/she shall receive an additional days pay therefore, or, at the option of the Employer, an extra paid day off within ten (10) days immediately preceding or succeeding the birthday: or if required to work he shall receive a day's pay, or by agreement between the employee and the Employer, another paid day off within ten (10) days immediately preceding or succeeding the birthday, in addition to the compensation elsewhere provided herein. This shall not be considered pyramiding. Except in a leap year, March 1st shall be considered the birthday of any employee born on February 29th. These provisions shall not apply to those buildings presently obligated to give employees more than the twelve (12) contract holidays in this Agreement, and where the extra holiday benefits are at least the equivalent hereto.

9. Family Death

A regular, full-time employee with at least one (1) year of employment in the building shall not be required to work for a maximum of three (3) days immediately following the death of his/her parent, brother, sister, wife, husband, child, father or mother in law, grandparents, and grandchildren, and shall be paid his/her straight time wages for any of such three (3) days on which he/she was regularly scheduled to work or entitled to holiday pay.

10. Medical Check-Up

Every regular full-time employee in the building for at least one (1) year shall be entitled, upon one (1) week's notice to the Employer, to take one (1) day off in each calendar year at straight time pay to visit a diagnostic clinic operated by the Health Fund under which he is covered, or if none, to visit such other clinic or physician of his/her choice for reasons of medical check-up. To receive payment for such day the employee shall exhibit a statement from the physician indicating such visit was required.

Every regular, full-time employee who has been employed in the building for one (1) year or more shall receive an additional one (1) day off if needed in connection with his/her annual medical check-up to receive payment for such day. The employee shall exhibit a signed statement from the physician indicating such visit was required.

11. Reducing Force

In reducing force, Employers are required, in addition to their accrued vacation credits and terminating pay, if any, to give employees who have been employed for one (1) year at least one (1) week's notice of layoff or discharge, or in lieu thereof, an additional week's pay. In addition, except for normal or routine reduction, the Union and the Realty Advisory Board shall be given at least one (1) week's advance written notice.

12. Jury Duty

An employee performing jury duty shall receive his/her full pay less jury duty compensation, not more than once in any two (2) year period.

13. Termination Pay

In case of termination of employment because of the employee's physical or mental inability to perform his/her duties or from reduction in force, the employee shall receive, in addition to his accrued vacation credits, termination pay according to years of service in the building on the following basis:

Employees with five (5) and less than ten (10) years	-	One (1) week's pay
Employees with ten (10) and less than twelve (12) years	-	Two (2) weeks' pay
Employees with twelve (12) and less than fifteen (15) years	-	Three (3) weeks' pay
Employees with fifteen (15) and less than seventeen (17) years	-	Six (6) weeks' pay
Employees with seventeen (17) and less than twenty (20) years	-	Seven (7) weeks' pay
Employees with twenty (20) and less than twenty five (25) years	-	Eight (8) weeks' pay
Employees with twenty five (25) years or more	-	Ten (10) weeks' pay

An employee who is physically or mentally unable to perform his/her duties may resign and receive the above termination pay provided he/she submits satisfactory evidence of such inability. In the event the Employer does not deem the evidence satisfactory, such question may be submitted to grievance and arbitration.

The right to accept termination pay and resign where there has been a reduction in force, shall be determined by seniority, i.e. termination pay shall be offered to the employee with the most seniority, then to the next most senior in point of service, and so on until the offer is accepted. If no employee accepts the offer, the last employee or employees in seniority shall be terminated and shall receive the termination pay, if any, to which he or they are entitled.

14. Pyramiding

In no event shall there be any pyramiding of overtime pay, holiday pay, or any other premium pay. Where more than one (1) of the aforesaid overtime, holiday, or other premium pay are applicable, then compensation shall be computed on the basis giving the greater amount.

15. Seniority and Trial Period

The Employer agrees in principle that senior men/women may pick their shifts, provided it is practical or possible without impairing the efficiency of the work or the operation of the building.

Choice of holidays, vacations, and days off shall be granted on the basis of seniority, provided that necessary personnel are available for the proper operation of the building.

For the purpose of the lay-offs, decrease of the working force, and recall to work of men/women who have been laid off, consideration shall be given to the employee's length of service in the particular classification of work, and to his/her ability to perform the work involved. Where factors other than length of service are relatively equal and employee with the greatest length of service shall be given preference.

All newly hired employees shall have a trial period of thirty (30) days.

16. Sanitary Arrangements

Adequate sanitary arrangements for employees shall be maintained in every building, and individual locker and key thereto and rest room key, where rest room is provided, shall be furnished by the Employer for the use of every employee.

Soap, towels and washing facilities shall be supplied by the Employer for all employees.

17. Uniforms and Other Apparel

Uniforms and/or overalls, where necessary for the job, shall be supplied and maintained by the Employer.

18. First Aid Kit

An adequate and complete first aid kit shall be supplied and maintained by the Employer in a place readily available to all employees.

19. Fire and Flood Call

Men on fire and/or flood call shall be reimbursed for all loss of personal effects incurred in the line of duty.

20. Employment

No employees shall be employed through fee-charging agencies except where the Employer shall pay the full amount of the fee.

There shall be no discrimination against any present or future employee by reason of race, creed, color, sex, national origin, union membership, or physical inability, in accordance with the law.

The Employer agrees not to discriminate against an employee because of their activity as a member of the Union. No clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing under the collective bargaining agreement.

21. Tools

All shop tools, uniforms, and other apparel necessary for the job shall be furnished by the Employer.

Employees shall be responsible for the loss of any hand tools issued to them by the Employer, provided that the Employer provides a secured locker facility for the storage of such tools between uses.

22. Access to Building by Business Agents

Any business agent or duly authorized representative of the Union shall, with any reasonable pre-notification, be permitted to confer with the employees in the service of the Employer. It is understood that this provision shall not permit the Union Representative to hold employee-union meetings at the work-site if the rules of the tenant prohibit the holding of such rules on company property.

23. Hazardous Work

Where a claim is made that work is hazardous determination of the question shall be left to the Building Superintendent and the appropriate Shop Steward of the building and, in the event they fail to agree, the matter shall be determined through the grievance and arbitration procedures.

24. Safety Shoes

The Employer will pay to the employees within ten (10) days of receipt of proof of purchase of Safety Shoes that meet the American National Standards Institute Code Z41-1, up to one hundred and fifty dollars (\$150.00) for such shoes, payable once each year.

25. Overtime

Employees required to work overtime shall be paid at least one (1) hour at the overtime rate, except for employees working overtime due to absenteeism or lateness of another employee.

26. Meal Allowance

Any employee who has worked eight (8) hours in a day and is required to work at least four (4) hours of overtime that day shall be paid a fifteen dollar (\$15.00) meal allowance.

27. Legal Assistance

The Employer shall supply legal assistance where required to employees who are served with summons regarding building violations.

28. Change of Employer

The Employer shall, if possible, give the Union at least thirty (30) days advance notice of any change of Employer in the building.

29. Replacement Coverage

Any employee who temporarily replaces a licensed engineers or chief engineer shall be paid at the engineer or chief engineer rate of pay, provided that such replacement employee holds a currently valid engineer's license. The chief engineer must be on vacation for at least a week for this clause to go into effect.

30. Newly Hired Employees

Newly hired employees in the category of engineer shall be licensed engineers, either through the City of New York or other municipality. The Employer shall pay all license fees pertaining to jobsite incurred by the employee.

31. Weekend Standby Pay

Employees required to remain on call shall receive sixty dollars (\$60.00) dollars per weekend for being available on weekends.

32. Tuition & License Reimbursement

If licensing is required by the company, employees shall be reimbursed for all licensing fees.

33. Political Action Fund Deductions

During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and roster of all employees using payroll deduction for voluntary political action contributions will be transmitted monthly to the Union by a check payable to "I.U.O.E. Local 30 P.A.C. Fund."

34. Credit Union

The Employer agrees to check-off sums of money to the Northeastern Operating Engineers Federal Credit Union as designated by the employee on authorized payroll deduction Credit

Union form, "Direct Deposit Authorization", which will be supplied by the aforementioned Credit Union. The designated amount shall be forwarded to the Northeastern Operating Engineers Federal Credit Union, 16-16 Whitestone Expressway, Whitestone, NY 11357, on or before the tenth (10th) day of the following month for which monies are deducted.

35. Shop Steward Training

Shop Steward shall be granted a day off with pay per year for the purpose of attending Specialized Shop Steward Training classes offered by the Local Union.

36. Successor and Assigns

The Agreement shall be binding on and all successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation, or otherwise. The Employer shall make it a condition of transfer that the successors or assigns shall be bound by the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written.

**CUSHMAN & WAKEFIELD, INC.
VERIZON WIRELESS**

Anthony Calandrino, Acetexa/C&W
3/2/17

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 30**

William Lynn

William Lynn, Business Manager

Robert Moccio

Robert Moccio, President

Hugh Murray III

Hugh Murray III, Treasurer

Anthony Calandrino

Anthony Calandrino, Business Representative

Schedule "A" – Wages

Verizon Wireless

Classification	<u>Effective</u> 3/1/2017	<u>Effective</u> 3/1/2018	<u>Effective</u> 3/1/2019
Chief Engineer	\$48.31	\$49.52	\$51.00
Engineer	\$39.75	\$40.74	\$41.96
Mechanic	\$36.83	\$37.75	\$38.89
Apprentice	See Schedule "C"		

Schedule “B” – Trust Funds

Verizon Wireless

1. The Employer agrees to contribute to the following Trust Funds in the amounts specified below for each employee covered by this Agreement.

Pension “Joint Industry Engineers Union Local 30 Pension Trust Plan”

<u>Effective Date</u>	<u>Contribution Rate</u>	<u>Overtime Rate</u>
3/1/2017	\$2.95 per hour paid	\$4.43 per hour paid
3/1/2018	\$3.01 per hour paid	\$4.52 per hour paid
3/1/2019	\$3.12 per hour paid	\$4.68 per hour paid

Welfare “Engineers Union Local 30 Trust Fund”

<u>Effective Date</u>	<u>Contribution Rate</u>
3/1/2017	\$11.90 per hour paid
3/1/2018	\$12.25 per hour paid
3/1/2019	\$12.60 per hour paid

The above contribution shall include pre-paid legal service of \$7.00 per month which shall go towards Engineers Union Local 30, Group Legal Services.

Annuity “Operating Engineers Local 30 Annuity Fund”

<u>Effective Date</u>	<u>Contribution Rate</u>	<u>Overtime Rate</u>
3/1/2017	\$4.05 per hour paid	\$6.08 per hour paid
3/1/2018	\$4.10 per hour paid	\$6.15 per hour paid
3/1/2019	\$4.21 per hour paid	\$6.32 per hour paid

ISF “Industry Stabilization Fund”

<u>Effective Date</u>	<u>Contribution Rate</u>
3/1/2017	\$0.19 per hour paid
3/1/2018	\$0.20 per hour paid
3/1/2019	\$0.21 per hour paid

Apprentice Training “Joint Stationary Engineers Apprentice Training Fund”

<u>Effective Date</u>	<u>Contribution Rate</u>
3/1/2017	\$0.19 per hour paid
3/1/2018	\$0.20 per hour paid
3/1/2019	\$0.21 per hour paid

2. When an employee is absent and therefore earns no wages, the contribution shall be continued for up to a maximum of four (4) weeks of such absence.
3. Payment will be made for employees on vacations or other time when an employee is absent from work for which the employee is paid. Payments will also be made for replacements who work during such time when an employee is absent from work.
4. The Employer shall combine the above weekly contributions into one monthly payment and submit same to the Local 30 All funds Account, 16-16 Whitestone Expressway, Whitestone, NY 11357, on or before the 15th day of the month following the month for which contributions are to be made, together with the names and Social Security Numbers of all the employees for whom payments are made.
5. Notwithstanding any other provisions of this Agreement to the contrary, if the Employer is in default on contributions due to any of the Trust Funds for which contributions are payable pursuant to the terms of this Agreement, and notice of such default is given in writing to the Employer, the Union may no less than ten (10) days after such notice, remove the employees from the work of said Employer until said contributions are paid. Employees so removed shall be paid by the Employer for such lost time.
6. The Employer and the Union mutually agree that the above Funds shall be established and administered in accordance with the applicable Federal and State laws and regulations, and that as signatories to this Agreement they agree to be bound by the terms and conditions of the Agreements and Declarations of Trust of the above funds.
7. Administered in accordance with the applicable Federal and State Laws and regulations and that as signatories to this agreement, they agree to be bound by the terms and conditions of the Agreements and Declarations of Trust of the above funds:

Schedule "C" – Apprentice Program and Schedule

The parties agree upon an Apprentice Program and Schedule as follows:

Apprentices shall be subject to a probationary period of six (6) months, and shall receive credit for this time. During this period the Employer and the members of the Stationary Engineers Training Committee will carefully observe the actions and behavior of the Apprentice to determine the advisability of his continuing in the trade. If the Apprentice fails to apply himself, seems unwilling or unable to adapt himself to the conditions of the trade, he shall be disestablished from the Apprenticeship before the expiration of the probationary period.

The Committee shall impress upon each apprentice, that by signing the Agreement, he has voluntarily agrees to abide by the provisions of the Standards and that the Apprentice has the following obligations and responsibilities:

- (a) Perform faithfully and diligently the work of stationary engineer or maintenance mechanic plus other pertinent and related duties as assigned by the Employer in accordance with these standards.
- (b) Respect and protect equipment, machinery and property of the Employer and to abide by standard operating procedure. Abide by the working rules and regulations of the Employer, Union and Committee.
- (c) Attend regularly and complete satisfactorily the required hours of Related Instruction as provided in these Standards.
- (d) Maintain records of Work Experience and Training received on the job and in Related Instruction as provided in these Standards.
- (e) Develop safe, efficient work habits and to conduct himself at all times in a manner assuring his own safety and that of his fellows workers.
- (f) Work for the Employer to whom assigned to the completion of his Apprenticeship, unless his Agreement is terminated by the Committee.
- (g) To conduct himself at all times in a creditable, ethical and moral manner befitting a Stationary Engineer, realizing that much time, money and effort is spent to afford him the opportunity to become a skilled craftsman
- (h) No apprentice may remain in the title longer than forty two (42) months. Upon completion of

forty-two (42) months the apprentice may be promoted to a higher classification within the bargaining unit or returned to the Union and a new apprentice will be sent from the Union to start at the minimum starting salary.

Apprentice Program and Schedule

The Employer and the Union agree that the rate of hourly pay for the apprentice or apprentices shall be:

Period of Apprenticeship	Starting Salary & Maximum Review Increases
Minimum Starting Hourly Wage	\$ 12.00
Alter first six (6) month of employment	+5%
After second six (6) months of employment	+5%
After third six (6) months of employment	+5%
After fourth six (6) months of employment	+5%
After fifth six (6) months of employment	+5%

Percentage wage increases for said apprentice shall be based upon classroom participation, grades, work performance, attitude and attendance.

Upon granting said raises, the Union and Management shall meet to discuss the performance of said apprentice. If the apprentice fails to meet the desired standard, he may not qualify for said percentage increase.