A G R E E M E N T

(CONTRACTORS)

Between

BUILDING OPERATORS LABOR RELATIONS DIVISION OF BUILDING OWNERS AND MANAGERS ASSOCIATION OF PHILADELPHIA

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 32BJ

TERM:

OCTOBER 16, 2019

TO

OCTOBER 15, 2023

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AGREEMENT
(CONTRACTORS)

This Multi-Employer Agreement entered into the **16th day of October, 2019** by and between **BUILDING OPERATORS LABOR RELATIONS DIVISION OF BUILDING OWNERS AND MANAGERS ASSOCIATION OF PHILADELPHIA**, (hereinafter called "BOLR"), acting for and on behalf of such of its Contractor Members (each of whom is hereafter referred to as "Employer"), on the one hand, and **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32 BJ** (hereinafter called the "Union"), on the other hand.

The Union and the Employer, intending to be legally bound hereby, agree as follows:

ARTICLE 1
RECOGNITION

SECTION 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees performing property service work within the City of Philadelphia, including, but not limited to, Janitorial Employees (Class 1 or 2), Lobby Attendants, Elevator Operators, Elevator Starters, Cleaning Forepersons, Combination Elevator Operators and Job Class No. 2, Mechanics and Maintenance Workers, Licensed Engineers and Operating Engineers, but not including supervisors, clerical employees, confidential employees, armed guards, as defined in the National Labor Relations Act, and those operating engineers and maintenance mechanics who are presently covered under a separate collective bargaining agreement.

SECTION 1.2 The Employer shall be bound by the applicable area-wide agreements for all work performed within and subject to the scope of those agreements for all areas within the Union's jurisdiction, including the following agreements and successor agreements thereto: (a) the **2016** Independent or Realty Advisory Board on Labor Relations, Inc. Contractors Agreements; (b) the **2016** Long Island Contractors Agreement; (c) the **2016** New Jersey Contractors Agreement; (d) the **2016** Hudson Valley **and** Fairfield **County** Contractors Agreement; **(e)** the **2016** Hartford Connecticut Contractors Agreement; **(f)** the **2015** Philadelphia Suburban Contractors Agreement; **(g)** the **2016** Delaware Contractors Agreement; **(h)** the 2015 Pittsburgh Contractors Agreement; **(i)** the 2015 Suburban Pittsburgh **Contractors Agreement**; **(j) the 2015 Pittsburgh Central Business District Contractors Agreement; (k)** the 2015 **Washington Service Contractors Agreement**; and **(l)** the **2016** New England Contractors Agreement.

SECTION 1.3 Within fourteen (14) days following the execution of this Agreement, the Employer will provide the Union with a list of all the locations subject to this Agreement where the Employer provides services. Upon notification that the Employer has become a service provider at a new location subject to this Agreement, the Employer will promptly notify the Union in writing, and by facsimile, at its main offices, of the new location and the date on which the Employer is to commence performing work at that location.

In the event that the Union and any Employer enter into an agreement that modifies this Agreement in any way as applicable to any location, such rider or site agreement must be approved by the President of BOLR.

SECTION 1.4 Upon the Union's written request, except where prohibited by law, the Employer shall within **seven (7)** business days of the Union's written request **make its best efforts to** provide the Union in writing the name, address, job classification, Social Security number, hours of work, and present wage rate of each employee assigned to each location. **In no event shall the Employer provide such information to the Union more than the (10) business days after the Union's written request.** The Employer shall monthly notify the Union in writing of the name, address, changes in job classification, Social Security number, hours of work, and present wage rate of each new employee engaged by the Employer. The Employer shall also monthly notify the Union in writing of all changes in employees' work status, including increases or decreases in working hours, changes in wage rates and/or work locations, terminations or separations, and change in status from temporary to permanent, where applicable. To the extent such information is available on a report the Employer submits with contributions to a benefit fund, the Employer will satisfy its obligations hereunder by furnishing a copy of such report to the Union, supplemented as necessary.

After the Employer for the second time within the term of this Agreement fails to provide the above information as required, the Employer shall be required to pay the sum of Five Hundred Dollars ($500.00) to the BOLR Scholarship Fund by the 15th day of the following month. BOLR shall notify the Union of receipt regarding each such payment. Should the Employer fail to make such payment, the Union retains the right to grieve and arbitrate this matter.

SECTION 1.5 The Employer (and its agents) shall not take any action in, or make any statements that will state or imply, opposition to its employees, within the scope of this Agreement, selecting the Union as their collective bargaining agent. Where required by law, upon the Union's demonstration that a majority of employees at a location (or contiguous grouping of locations), or at the Union's option, at any other appropriate grouping of locations, have designated the Union as their exclusive bargaining representative by signing authorization cards or petitions, the Employer shall recognize the Union as the exclusive bargaining representative for that location or locations.

SECTION 1.6 Except as otherwise provided in Section 2.1, the Employer shall have the right to hire employees from any source whatsoever. All new employees shall be on probation for the first sixty-five (65) days that the employee works after hire and during such probationary period the Employer shall be the judge as to whether or not such new employee is qualified to continue in its employ and the Employer may discharge such employee for any reason in its discretion. The probationary period shall not apply to employees who have completed at least sixty-five (65) days of actual work for a predecessor owner, agent, or contractor in a particular building. Employees shall not be entitled to holiday pay, paid funeral leave, jury duty benefits, or Legal Fund contributions on their behalf during their probationary period.

ARTICLE 2
CONTRACTOR TRANSITION

SECTION 2.1 If a janitorial contractor or mechanical contractor performing work for the Employer changes for any reason during the life of this Agreement, there shall be no reductions in staff for any of the enumerated reasons or for any other reason for a period of sixty (60) days, unless the reason for such reduction within the sixty (60)-day period is substantial vacancies in the building that did not exist prior to the change in contractor, in which case there shall be no reduction in staff for a period of three (3) weeks after the change in contractor, although the Employer may earlier give the required notice of such a reduction in force pursuant to Section 26.2. **An Employer that transfers employees to any job in anticipation of being terminated from that job shall be required to return such employees to their previous positions with full seniority.**

SECTION 2.2 Employees retained by the Employer shall be given credit for length of service with the predecessor employer(s) for all purposes. Employees retained on takeover shall not have their rates of pay, hours worked, or other terms and conditions reduced.

SECTION 2.3 The Employer shall notify the Union immediately in writing as soon as (in no event later than three (3) business days after) the Employer receives written cancellation of an account/location. Within three (3) business days after receiving cancellation notice, the Employer shall provide to the Union a list of all employees at the account/location, their wage rates, the number of hours worked, the dates of hire, the benefit fund contributions made for employees (via benefit fund remittance reports, and supplements to such reports that detail any changes), and vacation entitlement and usage.

ARTICLE 3
UNION SECURITY AND CHECK-OFF

SECTION 3.1 It shall be a condition of employment that all employees of Employer who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall, on the thirty-first (31st) calendar day following the effective date of this Agreement, or the thirty-first (31st) calendar day following the date this Agreement first applies to their work location, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) calendar day following the beginning of such employment, or the date this Agreement first applies to their work location, whichever is later, become and remain members in good standing in the Union. The requirement of membership under this section is satisfied by the payment of financial obligations of the Union's initiation fees and periodic dues uniformly imposed. **In the event the Union security provision of this Agreement is held to be invalid, unenforceable, or of no legal effect generally or with respect to any Employer because of interpretation or a change in federal or state statute, city ordinance or rule, or decision of any government administrative body, agency or subdivision, the permissible Union security clause under such statute, decision or regulation shall be enforceable as a substitute for the Union security clause provided for herein.**

SECTION 3.2 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 so doing, the employee shall be discharged within fifteen (15) days of said notice if prior thereto the employee does not take proper steps to meet the requirements. Should the Employer fail to discharge the employee as provided for above, the Union shall promptly submit the matter to the Arbitrator appointed pursuant to Step 4 of Section 24.1. If the Arbitrator determines such employee has not complied with Section 3.1, the employee shall be discharged within ten (10) days after written notice of the determination has been given to the Employer.

SECTION 3.3 In any case in which the Arbitrator finds that the Employer has not complied with its obligations under this Article, the Arbitrator shall have the authority to craft an appropriate remedy.

SECTION 3.4 The Employer shall check-off monthly dues, assessments, and initiation fees, or agency fees, as membership dues or obligations to the Union for all employees who furnish the Employer with a voluntary signed check-off authorization card meeting applicable legal requirements. The Employer agrees to make payroll deductions from the first pay check of each calendar month for each employee who has so authorized check-off. In the case of employees hired after the date of this Agreement, the Employer will make a payroll deduction for the standard initiation fee payable under the Union's Constitution (or agency fee portion payable) during the first two (2) weeks after the thirty-first (31st) calendar day of the employee's employment. The Employer agrees that such deductions constitute trust funds that will be forwarded by the Employer to the Union not later than the twentieth (20th) day of each month for which the deductions are being made. It is agreed that the Employer's failure to remit all payroll deductions in accordance with the above procedures will result in an automatic ten percent (10%) liquidated damages payment being assessed, where there is no dispute as to the amount owed and no inadvertent error. Any dispute is subject to the grievance procedure.

The Employer shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmittal shall be accompanied with information regarding the employees 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 transmittals.

The Union shall designate an official in its Dues Department to facilitate dues collection in Philadelphia and interact with Philadelphia area Employers. That individual, along with a designee from the Mid-Atlantic District will respond to Employer phone calls and e-mails as promptly as possible. No interest or penalties will be imposed if the Employer makes a good faith effort to remit payment.

SECTION 3.5 If an employee does not revoke his or her dues 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, it shall be deemed a renewal of authorization, irrevocable for another year, or until the expiration of the next succeeding contract, whichever is earlier.

SECTION 3.6 The Employer agrees to deduct and transmit to the American Dream Fund or other Political Action Fund contributions from the wages of those employees who voluntarily authorize such deductions in writing in accordance with applicable law. The Union will furnish to the Employer the necessary authorization forms. The Employer agrees to transmit the amounts deducted on or before the twentieth (20^{th}) day of each month the total amount deducted the previous month. This remittance shall be simultaneous with the dues remittances as provided in this Article, and these voluntary contributions, while not a condition of employment, shall be considered a payroll deduction for purposes of this Article.

American Dream Fund or other Political Action Fund contributions shall be considered dues for purposes of Article 17 of this Agreement.

The Employer shall maintain accurate employee information and transmit political contributions deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that contributions be remitted by means other than electronic transmittals. The transmittals shall be accompanied with information regarding the employees for whom the contributions are transmitted - the employee's address, social security number and phone number. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmittals.

The Union shall designate an official in its Dues Department to facilitate dues collection in Philadelphia and interact with Philadelphia area Employers. That individual, along with a designee from the Mid-Atlantic District will respond to Employer phone calls and e-mails as promptly as possible. No interest or penalties will be imposed if the Employer makes a good faith effort to remit payment.

SECTION 3.7 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the foregoing provisions.

SECTION 3.8 An **engineer** employed by an Employer who is subsequently promoted by an Employer to a position of Working Superintendent and is regularly required to do work utilizing tools, shall retain his/her membership in the Union as defined in Section 3.1 above and be entitled to the same fringe benefits to which other employees are entitled. However, under no circumstances will the Union bargain for, or in any way represent the Working Superintendent except to insure compliance with this Agreement as to fringe benefits and Union membership, nor will a Working Superintendent be permitted to abandon his duties in the event of a strike by this or any other union whatsoever.

The term "Working Superintendent" shall be limited to Employer personnel who currently hold that title and only persons functioning as the chief or lead engineer or as the employee charged with responsibility for generally overseeing and maintaining a smaller building may be newly designated as a Working Superintendent.

SECTION 3.9 At the time of hire, the Employer shall give to the new employees a packet, provided by the Union, containing a Union membership application form, check-off authorization form, American Dream Fund authorization form, and where appropriate, benefit fund enrollment forms. BOLR reserves the right to approve the substance of the form to be prepared by the Union before it is submitted for action by the Union to BOLR's membership. The Employer will send to the Union offices those forms (or portions thereof) that the employee chooses to fill out and return to the Employer. **The Employer will permit the Union to meet with each newly hired employee who is not already a Union member for up to thirty (30) minutes of paid time at the employee's worksite at a date and time arranged between the Union and the Employer's management at the site.**

ARTICLE 4
APPLICATION OF AGREEMENT

SECTION 4.1 All terms and conditions of this Agreement shall apply to 1) employees in all commercial office buildings over 50,000 square feet in Center City Philadelphia (defined as 33rd Street to the Delaware River, and Spring Garden Street to South Street); 2) all buildings subject to the BOLR Agreement expiring October 15, **2019**; and 3) all non-federal publicly contracted work where prevailing wage laws or ordinances apply and are in effect.

SECTION 4.2 This Agreement shall also apply to the Center City District, the University City District and the underground concourse areas to which the BOLR Agreement that expired on October 15, **2019** applied; provided, however, that the economic terms applied to such locations during that BOLR Agreement shall be the base to which increases hereunder in wage rates, benefit fund contributions and other economic terms shall be added. The parties also agree that any previously-agreed terms and conditions applicable to issues unique to these locations will remain in effect.

SECTION 4.3 All locations subject to the BMCA Agreement expiring January 15, 2008, shall be subject to the terms and conditions of this Agreement, except as provided otherwise in the BMCA Appendix to this Agreement. **However, any BMCA building that meets the terms of Section 4.1 at any time during the course of this Agreement shall have BOLR terms and conditions apply in all respects immediately after qualifying, with the exception of any building that is under a site agreement providing otherwise.**

SECTION 4.4 Notwithstanding any other provisions of this Agreement, the wage rates, benefits, and conditions of employment for services performed pursuant to contracts with any agency, department, or division of the United States Government, or for services performed in any premises leased or rented by any such agency, department, or division, shall be the wage rates, benefits, and conditions of employment established by the Secretary of Labor. Said rates, benefits, and conditions of employment shall apply only to the premises stated in this paragraph.

ARTICLE 5
RIGHTS OF MANAGEMENT

SECTION 5.1 Subject to the terms of this Agreement, including the Grievance and Arbitration provisions herein contained, it is agreed that the operation of the business and direction of the employees, including the making and enforcing of reasonable rules to assure orderly efficient operation, the determination of employee competency, the right to hire, to transfer, to promote, to demote, to discipline, to discharge for just cause, to lay off for lack of work, are rights vested exclusively in the Management of the Employer.

SECTION 5.2 The above Rights of Management are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to Management. Any of the rights, power or authority the Employer had prior to the signing of this Agreement, are retained by the Employer except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made.

SECTION 5.3 If any of the above rights have been expressly abridged by a specific provision of this Agreement, the specific provision of this Agreement shall apply.

SECTION 5.4 The Employer shall not compel employees to pay any fees for credit or criminal background checks. This restriction shall not apply with respect to applicants for employment.

ARTICLE 6
NO DISCRIMINATION

SECTION 6.1 The Employer agrees not to discriminate against any employee because of membership in, or activities on behalf of the Union.

SECTION 6.2

(a) The Employer and the Union agree not to discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, sexual orientation, age, veteran status, maternity status, disability, or immigration status.

(b) It is the intent of the Employer and Union that all employees work in an environment where the dignity of each individual is respected. That environment must be free of unlawful harassment, including harassment based upon any of the following categories: race, color, religion, national origin, sex, age, sexual orientation, maternity status, disability, or immigration status. The Employer shall undertake the responsibility to train supervisors and employees on its policies on discrimination and harassment. The Employer shall inform the Union of such policies and training.

(c) In the event an employee believes that he/she has been harassed or discriminated against on any basis prohibited by this Article, the employee must, as soon as reasonably practical under the circumstances, bring the matter to the attention of the management official the Employer may have designated to receive such complaints or to another supervisor or manager the employee might feel more comfortable approaching. The Employer will then

conduct a prompt, full and confidential investigation and take such steps as it finds to be necessary and appropriate to remedy any violation. Those steps shall include making the employee whole and disciplining any person found to have engaged in harassment/ discrimination in violation of this Article. The Employer shall make its best efforts to complete its investigation and make its decision on remedial action within thirty (30) days following the complaint. The employee shall be promptly notified of the results of the investigation and the remedy the Employer intends to take. In the event the employee is dissatisfied with the Employer's response and wishes to pursue the claim, he/she may do so through the grievance procedure herein as well as pursuing his/her claim to the appropriate local, state or federal agency established to address such claims of discrimination or harassment.

SECTION 6.3 The parties agree that they will meet and discuss any proposed exceptions to the Collective Bargaining Agreement that may be necessary in order to effect a reasonable accommodation to a job applicant or employee as required by the Americans with Disabilities Act or similar state or local law, or by regulations adopted under the ADA or other such law. The Union retains the right to grieve and arbitrate any exception to the Agreement which is implemented by the Employer and with which it has not agreed. **See Appendix 3 for specific provisions regarding sex harassment.**

ARTICLE 7
WAGES AND OVERTIME

SECTION 7.1 Effective November 1, **2019**, all employees shall receive an increase of **2.5%** in their straight time hourly rates and all minimum hourly rates shall be as listed in Section 7.3. Effective November 1, **2020**, all employees shall receive an increase of **2.75%** in their straight time hourly rates and all minimum hourly rates shall be listed in Section 7.3. Effective November 1, **2021**, all employees shall receive an increase of **2.75%** in their straight time hourly rates and all minimum hourly rates shall be listed in Section 7.3. Effective November 1, **2022**, all employees shall receive an increase of **2.5%** in their straight time hourly rates and all minimum hourly rates shall be listed in Section 7.3. **Notwithstanding the general percentage increase as of November 1, 2022, the increase for Class 1 Janitors will be that required to result in a rate of $20.14 and the increase for Class 2 Janitors will be that required to result in a rate of $21.34.**

The Elevator Operator and Elevator Starter job classifications shall be phased out. Incumbents in both such classifications will be grandfathered and will remain in those positions, and their wage rates will be red-circled above the Class 2 rate of pay so long as they remain in such classifications. These employees shall not be replaced. Incumbents, to the extent that they are physically able, may be required to perform Class 2 work.

Any employee who, at the execution of this Agreement, enjoys wages, benefits, or any other term and condition of employment superior to that set forth in this Agreement shall continue to enjoy such terms regardless of any language set forth in this Agreement, unless the parties agree otherwise.

INCREASE IN RATES

CLASSIFICATION	11/01/2019	11/01/2020	11/01/2021	11/01/2022
Janitorial Employee, Class 1	**$.45**	**$.51**	**$.53**	**$.51**
Janitorial Employee, Class 2	**$.48**	**$.54**	**$.56**	**$.52**
Janitorial Employee, Class 2 (Lobby Attendant)	**$.48**	**$.54**	**$.56**	**$.52**
Elevator Operator (Incumbents Only)	**$.48**	**$.55**	**$.56**	**$.52**
Elevator Starter (Incumbents Only)	**$.48**	**$.55**	**$.56**	**$.52**
Combination Elevator Operator and Job Class No. 2 Cleaner	**$.48**	**$.54**	**$.56**	**$.52**
Foreperson	**$.48**	**$.54**	**$.56**	**$.52**
Mechanics and Maintenance Workers	**$.62**	**$.70**	**$.71**	**$.67**
Licensed Engineers and Operating Engineers	**$.63**	**$.71**	**$.73**	**$.68**

SECTION 7.2 Janitorial employees covered by this Agreement shall be classified in one of the four job classifications described below. Such an employee's individual job classification shall be the highest rated job classification in which the employee regularly works a significant portion of such employee's time in the normal work week.

SECTION 7.3 The Elevator Operator and Elevator Starter job classifications shall be removed from the Collective Bargaining Agreement. Incumbents in both such classifications will be grandfathered and will remain in those positions, and their wage rates will be red-circled above the Class 2 rate of pay so long as they remain in such classifications. These employees shall not be replaced. Incumbents, to the extent that they are physically able, may be required to perform Class 2 work. The Classifications and effective hourly rates are as follows:

CLASSIFICATION	Current Rate	11/01/2019	11/01/2020	11/01/2021	11/01/2022
Janitorial Employee, Class 1	**$18.14**	**$18.59**	**$19.10**	**$19.63**	**$20.14**
Janitorial Employee, Class 2	**$19.24**	**$19.72**	**$20.26**	**$20.82**	**$21.34**
Janitorial Employee, Class 2 (Lobby Attendant)	**$19.24**	**$19.72**	**$20.26**	**$20.82**	**$21.34**
Combination Elevator Operator and Job Class No. 2 Cleaner	**$19.24**	**$19.72**	**$20.26**	**$20.82**	**$21.34**
Foreperson **(See Note 1 below)**					
Mechanics and Maintenance Workers	**$24.76**	**$25.38**	**$26.08**	**$26.79**	**$27.46**
Licensed Engineers and Operating Engineers [2] **(See Notes 2 and 3 below)**	**$25.17**	**$25.80**	**$26.51**	**$27.24**	**$27.92**
Maintenance Mechanic Apprentice (See Side Letter #5)					

1. The rate of a Foreperson shall be no less than $1.50 per hour higher than that of a Janitorial Employee, Class 2.

2. Defined as employees who have direct responsibility for the operation and maintenance of heating plants and/or central air conditioning systems.

3. Mechanics, Maintenance Workers and Engineers may decide by majority vote to direct that the entire November 1, 2020 increase to the base rate for their classifications, which for this purpose shall be considered to be $.70 per hour, be added to the hourly contribution on their behalf into the BOLR Pension Fund. Those monies shall entitle employees in these classifications to increase their accrued monthly pension in an amount determined by the Fund's actuary based on the value of this contribution.

If these classifications elect to direct their 2020 wage increase to the Pension Fund, the base rates above as of November 1, 2020, shall not increase and the base wage rates as of November 1, 2021 and November 1, 2022 shall be those set forth above for November 1, 2020 and November 1, 2021, respectively.

To the extent that any such employee is receiving a rate above the base rate herein as of October 31, 2020, and there is a deferral of the wage increase due on November 1, 2020 ($.70 for these purposes) to the BOLR Pension Fund, such employee's wage rate shall be increased by the difference between his percentage increase and $.70. For example if a Mechanic's actual rate as of October 31, 2020, is

$27.38 (as opposed to the base rate above of $25.38), the 2.75% increase on November 1, 2020, would be $.75 per hour. Of this, $.70 would be contributed on his behalf to the BOLR Pension Fund and the balance, $.05, would be added to his hourly rate, so that his new hourly rate would be $27.43, which would be increased by 2.75% effective November 1, 2021.

SECTION 7.4

JOB CLASS NO. 1

Effective November 1, 2019.....$18.59 per hour
Effective November 1, 2020.....$19.10 per hour
Effective November 1, 2021.....$19.63 per hour
Effective November 1, 2022.....$20.14 per hour

Work consists of a normal daily schedule of general cleaning, including the following:

1. Vacuuming - home-type vacuum.
2. Spot cleaning walls and glass partitions.
3. Dusting.
4. Trash removal - desk type waste basket - filled bags removed to designated area on floor.
5. Cleaning ash trays.
6. Sweeping and dry mopping - not to exceed 24" tool.
7. Damp wiping.
8. Policing of corridors and washrooms.
9. Replenishing paper products and sanitary supplies - hand carried from supply room.
10. Sponge mopping.
11. All Day Matron/Day Attendant duties.

JOB CLASS NO. 2

Effective November 1, 2019.....$19.72 per hour
Effective November 1, 2020.....$20.26 per hour
Effective November 1, 2021.....$20.82 per hour
Effective November 1, 2022.....$21.34 per hour

This work requires added physical effort and ability to operate various pieces of equipment, including automated equipment, as follows:

1. Wet mopping involving use of a mop weighing more than 16 oz. for substantial periods of time.

2. Spot wet mopping except sponge mopping.

3. Exterior cleaning.

4. Combination watchperson/cleaning.

5. Landscape maintenance (no power equipment).

6. Washing venetian blinds (substantial).

7. Loading dock, shipping platform and driveway attendants.

8. Furniture moving (less than full tenant moves).

9. Ladder work under eight feet.

10. Hand scrubbing - substantial - hands and knees.

11. Heavy trash removal (including incinerator operators, balers and compactors).

12. Operation of power machines (floor machinery, spray buff, exterior power machine, wet/dry pick up, industrial vacuum, etc.) and related wet mopping and waxing.

13. Washroom sanitation (cleaning of entire washrooms).

14. Light fixture cleaning and re-lamping.

15. Metal washing and polishing.

16. Partition glass washing - substantial.

JOB CLASS No. 2 (Lobby Attendant)

Effective November 1, 2019.....$19.72 per hour
Effective November 1, 2020.....$20.26 per hour
Effective November 1, 2021.....$20.82 per hour
Effective November 1, 2022.....$21.34 per hour

1. The work of this job requires the performance of Lobby Attendant duties at least a majority of the time, as follows:

2. Reception area duties, including greeting of visitors and deliverers, providing information and directions, and observing and reporting improper or suspicious actions.

3. Answering telephone and supplying information regarding location of building tenants.

4. Monitoring signed entry to an exit from building.

5. Summoning police or fire assistance when necessary in the absence of building management.

6. Performing incidental janitorial duties in lobby as required.

ELEVATOR OPERATOR (Incumbent Only)

Effective November 1, 2019.....$19.79 per hour
Effective November 1, 2020.....$20.34 per hour
Effective November 1, 2021.....$20.90 per hour
Effective November 1, 2022.....$21.42 per hour

The work of this job requires the performance of the following duties:

1. Operation of elevators which transport passengers or freight, and in some instances both.

2. Supply information to passengers and deliverers.

3. Report improper or suspicious actions.

ELEVATOR STARTER (Incumbent Only)

Effective November 1, 2019.....$19.84 per hour
Effective November 1, 2020.....$20.39 per hour
Effective November 1, 2021.....$20.95 per hour
Effective November 1, 2022.....$21.47 per hour

The work of this job requires the performance of the following duties:

1. Coordination of activities of Elevator Operators or controlling automatic elevators.

2. Enforcement of crowd and weight restrictions on elevators.

3. Answering questions and instructing new elevator employees.

4. Reporting maintenance needs.

5. Responsible for enforcement of regulations concerning removal of equipment or other items from the building.

6. Observing and reporting improper or suspicious actions.

FOREPERSON

The work of this job requires the performance of the following duties:

1. Oversight and direction of employees in Job Class Nos. 1, 2, or 2 (Lobby Attendant), including assignment of tasks and/or locations and review of the work performed to assure its adequacy.

2. Instruction of new employees.

3. As required, perform bargaining unit duties.

4. May, in the absence of supervision, send an employee home for the remainder of the shift, but may not impose discipline.

SECTION 7.5 PREMIUM PAY

If an employee, **with the exception of Mechanics, Maintenance Workers, Licensed Engineers, and Operating Engineers,** is required to perform any of the following jobs (of more than a single short duration service in excess of thirty minutes) on the employee's regular time, the employee will be paid a premium of fifty ($0.50) cents per hour for each hour of work performed in such work. These jobs are as follows:

1. Demolition of walls.

2. Scaffold work and lift work.

3. Full tenant moves within the building.

4. Rug shampooing and all cleaning of rugs, other than vacuuming and spot removal.

5. Moving partitions.

6. Ladder work over eight feet - substantial.

If an employee, **including Mechanics, Maintenance Workers, Licensed Engineers, and Operating Engineers,** is required to perform snow removal on the employee's regular time, the employee will be paid a premium of sixty-five cents ($.65) per hour for each hour of work performed in such work.

If an employee is required to perform any of the above jobs on an overtime basis, the employee will receive no premium pay.

SECTION 7.6

(a) Any employee required to work in excess of his regularly scheduled weekly hours, shall receive time and one-half his regular hourly wage rate. All time allowances for vacations, holidays, personal days, jury duty, funeral leave and other time off for which the employee is paid by the Employer as provided in this Agreement, shall be counted as time worked in weekly overtime computation. Any employee required to work seven (7) consecutive days in the same work week shall receive double his regular straight time hourly rate for all hours worked on such seventh consecutive day, unless such work was required because of a mechanical emergency, fire or other act of God. There shall be no pyramiding of overtime or premium pay, and Employer retains the right to change the regular schedule of any employee as conditions may require, so long as the employee's regularly scheduled days of work that week are not changed in order to avoid the payment of overtime that Sunday. A regular full time employee who is scheduled to work on a Sunday, and is given notice no later than the end of his shift that begins on Friday of his scheduled starting time on Sunday, shall receive one and one half (1 ½) his regular hourly wage rate for all hours worked on Sunday. If the Employer does not provide such minimum notice, the employee shall receive double his regular hourly wage rate.

(b) Scheduled overtime shall be distributed equitably among bargaining unit members. It shall be offered on a rotating basis within each job classification according to a list initially established in order of the employees' seniority, unless, as determined by the Employer, skill and ability is a factor as to the employee who will do the work. In such case the Employer shall offer the overtime to those employees who, in the Employer's judgment, have the skill and ability to do the work. The Employer shall have complete discretion as to the job classifications in which the overtime is to be worked.

Any employee refusing an overtime request will be charged with the overtime as if worked for the purpose of determining the equitable distribution thereof. Any employee refusing overtime on two consecutive occasions shall be removed from the overtime list for a period of six months.

A regular full time employee who is called back to work for other than their regular daily shift shall be guaranteed a minimum of four hours work **or pay**, and shall be paid at time and one-half for all hours worked **or paid** on the call back. **Such guarantee will apply if the call-back hours worked are contiguous with the start of the employee's regular shift. For example, if an employee's shift begins at 7:00 AM and he is called at 2:00 AM to report at 4:00 AM, he will receive four (4) hours of call-back pay (even though he worked only three (3) such hours) at time and one-half. The call-back hours guarantee and premium pay do not apply to pre-scheduled work prior to the employee's regular shift or holdover work after the end of the employee's shift.**

(c) In the event a contractor or management company becomes the Employer of employees in a building, among whom are included one or more persons whom it already

employs elsewhere, the contractor or management company will not be required to continue employing such persons in more than one of the buildings if to do so otherwise would require the contractor or management company to pay such person at overtime rates for hours of work for which another Employer could pay a straight time rate. The affected employee will be permitted to choose the building at which he/she will continue to be employed, failing which the Employer will make the selection. In such circumstances, the predecessor Employer shall be obligated to place the employee in its fill-in pool pursuant to Section 20.14 and guarantee the same number of daily and weekly hours that the employee previously worked before the employer was displaced.

SECTION 7.7 The Employer shall have the right to pay probationary Janitorial Employees upon hire Four Dollars ($4.00) per hour below the rate of their classification, with increases of One Dollar ($1.00) per hour every twelve (12) months as described below, until their rate reaches the prescribed rate for their classification. Each such employee shall receive an increase of One Dollar ($1.00) per hour after twelve (12) months of employment (excluding periods of layoff), another One Dollar ($1.00) per hour after a total of twenty-four (24) months of employment (excluding periods of layoff), another One Dollar ($1.00) after a total of thirty-six (36) months of employment (excluding periods of layoff), and another One Dollar ($1.00) after a total of forty-eight (48) months of employment (excluding periods of layoff). Such employees shall, along with all other employees, likewise receive the yearly negotiated hourly wage increases.

For purposes of the above new hire rates, a new employee shall be considered a probationary employee only (and not with respect to the right of the Employer to determine, in its sole discretion, whether a new employee is satisfactory) if the employee has not been employed in the Industry for thirty (30) days prior to the employee's being hired by the Employer.

SECTION 7.8 Whenever snow removal is necessary, all employees who are regularly employed in a building and who have signed the snow removal list described herein, will first be solicited for such work. The Employer shall establish a snow removal list composed of regular employees in the building by November 15 of each calendar year. In order to be called for snow removal duties, an employee must sign this list. Assignments will be made from the list on the basis of building seniority, as provided in Section 20.1. If an employee who has signed the list twice refuses or fails to report for snow removal work within one (1) year after November 15, he/she shall be removed from the list for the remainder of that year. An employee who is called in before his/her regularly scheduled shift begins in order to perform snow removal duties, shall be required to work his/her regular shift.

The Employer may utilize non-bargaining unit employees or outside contractors when snow removal requires mechanized equipment not available to the bargaining unit or not historically used by the bargaining unit, when an insufficient number of bargaining unit members from the snow removal list are available, where other on-site employees represented by another bargaining representative have historically handled snow removal, or where extraordinary circumstances require the use of non-bargaining unit personnel or contractors to remove the snow in a timely manner.

SECTION 7.9 Should the Employer fail to pay an employee when payment is due, the employee will be owed a penalty payment equal to the period of the delay (for example, payment made on a Monday following a Friday pay date shall result in an additional day of pay to the employee based on the employee's normal daily schedule of hours). Should there be a delay in excess of three (3) working days relating to payment of base pay to all of the employees at the building involved and after giving the Building Manager at least two (2) business days' written notice, the Union may, notwithstanding the no-strike provisions in this Agreement, strike the Employer in the particular building involved until full payment of base pay owed is received, should the Union so choose.

Should the Employer twice within a six (6)-month period fail to pay an employee a portion of his base wages (pay for straight-time hours, excluding overtime and premium pay) when such payment is due, upon the second occurrence the Employer shall pay the employee a penalty of 35% of the amount owed on the second occasion and on each subsequent occasion in the six (6)-month period; provided (i) each underpayment is at least 10% of the base pay that is due the employee for the workweek involved, (ii) the Employer on both occasions has failed to rectify the underpayment within three (3) business days after being advised of the underpayment, and (iii) the shortage is due solely to an error made by the Employer.

ARTICLE 8
HOLIDAYS

SECTION 8.1 The following holidays shall be recognized under this Agreement: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

If one of these holidays falls on Saturday or Sunday, the Employer may designate for each employee whether the holiday is to be celebrated on Friday or Monday. If the Employer elects to designate Friday as the holiday for some employees in a particular building and Monday for others, it shall do so according to the employees' preferences, by seniority, consistent with its staffing determination.

SECTION 8.2 For the purpose of this Article, holiday pay shall be equal to the compensation which an employee receives when he/she works his/her regularly scheduled workday.

SECTION 8.3 Such employee shall receive the pay set forth in Section 8.2, provided said employee has completed the probationary period and works his full scheduled workday immediately before the holiday and his full scheduled workday immediately following the holiday, unless the employee is absent for proper reason as provided in Section 21.2(b).

SECTION 8.4 Each Employer also agrees to grant to each employee who has been continuously in its employ for a period of at least one (1) year, four (4) personal holidays per contract year. Personal holidays shall be scheduled on days mutually agreed upon by the Employer and employee. An Employer shall have the option as to each eligible employee to determine whether to grant the first personal holiday with pay or to grant such employee an extra

day's pay in lieu of such personal holiday, so long as the employee first requests pay in lieu of the personal holiday. An Employer shall not unreasonably deny an employee's request to take a personal holiday.

Notwithstanding the foregoing, eligible employees may elect to use any or all of these four (4) personal days to receive pay for a day of absence, provided they comply with the Employer's policy with respect to notifying it of such absence.

SECTION 8.5 When a holiday occurs during an eligible employee's scheduled vacation, such employee will be paid for the un-worked holiday in addition to the employee's vacation pay, but the vacation will not be extended an extra day, unless mutually agreed upon between the Employer and employee.

SECTION 8.6 An employee required to work on any of the holidays named in Section 8.1, or on his second, third or fourth personal holiday as set forth in Section 8.4, shall receive, in addition to holiday pay, time and one half for all hours worked on such holiday. An employee called in to work on Thanksgiving, Christmas or New Year's Day shall receive in addition to holiday pay, double time for all hours worked on such holiday.

SECTION 8.7 Holiday and holiday pay rights of employees shall be not affected by a change of ownership or management in the building or cleaning contractor so long as the employees remain in the employ of the new owner or successor cleaning contractor, and the new owner or successor cleaning contractor shall thereupon be responsible for payment of same.

ARTICLE 9
VACATIONS

SECTION 9.1 All employees in the employ of the Employer on January 1st of any year shall be entitled to a paid vacation according to the following schedule:

Length of Service	Vacation
Less than 5 years	1 day for each 2 months of service up to a maximum of 10 days
5 years but less than 10 years	12 days
10 years but less than 15 years	3 weeks (15 days)
15 years but less than 22 years	4 weeks (20 days)
22 years or more	5 weeks (25 days)

An employee may take vacation according to the foregoing schedule (earned as of the preceding January 1) only after completing one (1) year of service. Should an employee's employment terminate prior to his/her completing one (1) year of service, he/she shall not be entitled to payment for any such vacation days.

Length of service, for purposes of vacation, will be determined by total service with the same Employer, or in a particular building, whichever is longer, provided there is no break in service as defined in Section 20.2.

SECTION 9.2 For the purpose of this Article, one (1) day's vacation pay for an employee shall be equal to the compensation the employee receives when the employee works his or her normally scheduled workday and one (1) week's vacation pay for an employee shall be equal to the compensation the employee receives when the employee works his or her normally scheduled work week.

Each employee shall be paid each week's vacation pay by separate check or shall have taxes computed at their regular weekly rate of pay.

SECTION 9.3 Any employee whose employment is voluntarily or involuntarily terminated, including termination by reason of death on or after January 1st of any year, is entitled to receive all unused vacation that was accrued in the prior year for use that calendar year, unless the employee is discharged for just cause or has been paid beyond the normal sick leave period. In order to receive pay for such unused vacation, an employee who voluntarily leaves employment must give the Employer at least two (2) weeks' notice of his departure. An employee whose employment is terminated because of a layoff or retirement will also receive pro rata vacation pay calculated on the basis of one-twelfth (1/12) for each month of service completed since the prior January 1st, such vacation representing an accrual that would have been taken in the following calendar year.

SECTION 9.4 Whenever an eligible employee is scheduled to take vacation **of at least one (1) week coinciding with or including at least one (1) of his regularly scheduled work weeks (for example, Monday through Friday)**, the Employer shall pay the full vacation pay to the employee no later than the employee's last scheduled day of work prior to the beginning of the employee's vacation. **Whenever the Employer fails to pay vacation pay in accordance with the foregoing, the employee will receive one (1) additional day of vacation pay.** Further, should an eligible employee have his employment terminated, the Employer shall pay the employee such vacation time at **the time it provides his final pay to him**.

SECTION 9.5 So far as practicable, the selection and preference as to the time of taking vacation shall be granted to employees on the basis of seniority. It is understood, however, that vacations must be arranged to suit the Employer's convenience and schedules and the final determination in this regard shall be left to the Employer. Employees may take up to five (5) vacation days in prescheduled single day increments each year, and employees with less than ten years of service may take up to seven (7) vacation days in prescheduled single day increments each year. The Employer shall not unreasonably deny an employee's request to take vacation. The vacation period shall commence January 1st and extend through to the following December 31st, after eligibility has been reached. Single day increments shall not be deemed to include four (4) consecutive days of vacation where the 5th regularly scheduled workday is a contractual holiday.

SECTION 9.6 Vacation rights of employees shall not be affected by a change of ownership or management in the building or cleaning contractor so long as the employees remain

in the employ of the new owner or successor cleaning contractor, and the new owner or successor cleaning contractor shall thereupon be responsible for the payment of same. The predecessor owner or contractor shall notify the successor owner or contractor of the amount of vacation to which each employee is entitled during the year that the contract changes, and the amount of vacation each employee has already taken, so that the successor is aware of the employees' remaining vacation leave during the course of that year.

ARTICLE 10
CONVERSION AND SEVERANCE PAY

SECTION 10.1 If an Employer converts one or more elevators in his building to operator-less elevators and as a direct result of such conversion, the job or jobs of one or more regular elevator operators are eliminated, the Employer of the building at the time of such conversion shall pay to such elevator operator whose job is to be eliminated, provided such employee has been employed in the building (without regard to changes in the ownership or management of the building) for a minimum of five (5) consecutive years, conversion pay as follows:

(a)	5 year's service but less than 10 years	$300.00
	10 year's service but less than 15 years	$400.00
	15 year's service but less than 20 years	$500.00
	20 year's service but less than 25 years	$600.00
	25 year's service or over	$700.00

(b) A fractional part of a year's service in excess of six (6) months shall be counted as a full year.

SECTION 10.2

(a) Each elevator operator whose job is to be eliminated by the conversion to operator-less elevators shall be entitled to at least thirty (30) days notice prior to the date of his termination. To be entitled to conversion pay, the employee must work in the building until such termination date. However, absence on such termination date due to illness or accident shall not deprive an otherwise eligible employee of his conversion pay, if the employee has worked a minimum of three (3) days in the building during the sixty (60) day period before such termination date. Conversion pay need not be paid by Employer if an employee dies before such termination date.

(b) By agreement among the individual Employer, the elevator operator and the Union, conversion pay may be waived in whole or in part in consideration of other

employment in the building or with the agency which manages the building, or for any reason mutually satisfactory to such parties.

SECTION 10.3 If an employee, other than an elevator operator, is replaced by automation, he shall receive severance pay in accordance with Section 10.2(a); provided, however, by agreement among the individual Employer, the employee and the Union, severance pay may be waived in whole or in part in, consideration of other employment in the building or with the agency which manages the building, or for any other reason mutually satisfactory to such parties.

SECTION 10.4 If an employee with at least one (1) year of continuous service with an Employer is terminated (except for cause), or is laid off permanently or temporarily, and is not entitled to the benefits of **Section1 10.1 or 10.2** above, the employee shall be given two (2) weeks' notice or, in lieu of such notice, two (2) weeks' pay. If such employee is given less than two (2) weeks' notice, the employee will be entitled to receive the difference in pay.

SECTION 10.5 In the event of a layoff, it is agreed that if the Union chooses to contest same, the Union and the Employer may present their respective positions to the arbitrator, without prejudice, on an individual case basis. In such a situation, the arbitration shall be expedited, with or without resort to the Grievance Procedure, at the Union's option.

ARTICLE 11
FUNERAL LEAVE

SECTION 11.1 In the case of a death in the immediate family (namely the death of a parent, spouse, child, grandchild, brother, sister, step-parent, step-child(ren), parent-in-law or grandparent) of an employee, requiring the employee's absence from the employee's regularly scheduled assignment, the employee shall be permitted to take a leave of absence of three (3) consecutive working days within fourteen (14) calendar days following the date of death. Under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary.

SECTION 11.2 Any employee who is entitled to funeral leave in accordance with Section 11.1 above shall be permitted to take up to five (5) days of his or her accrued vacation in conjunction therewith.

SECTION 11.3 An employee shall be entitled to take an unpaid leave of absence of one (1) day to attend the funeral of a stepbrother, stepsister, niece, nephew, aunt or uncle.

ARTICLE 12
JURY DUTY PAY

When an employee is required to serve as a juror, Employer will pay to the employee the difference between his regular straight time pay and his jury duty pay. To qualify for such jury duty pay, the employee must notify Employer as soon as he receives notice and cooperate in securing an excuse from jury duty when his services are required by Employer.

ARTICLE 13
UNIFORMS

When the Employer requires uniforms, the Employer will provide a minimum of two (2) sets of uniforms or clothing it requires the employees to wear. Thereafter the Employer will maintain said clothing. Employees will be responsible for routine washing of clothing. Appropriate accessories such as shoes, socks, shirts, etc. will be both provided and maintained by the employee except where these items are required by the Employer as part of an Employer furnished uniform.

ARTICLE 14
TEMPERATURE WORKING CONDITIONS

SECTION 14.1 The Employer will use its best efforts to attempt to maintain reasonably comfortable working temperatures for all employees in the building in which the employee works. Should an employee become ill as a direct result of extreme temperatures in a building, as supported by a medical certification, the employee shall not be disciplined for resulting time absent.

SECTION 14.2 The Employer shall immediately notify employees whenever law enforcement or civil defense authorities require that the building in which they are working be evacuated. In such case the employees shall receive pay for all regular straight time hours lost.

SECTION 14.3 In the event the working temperatures in a building are outside the range of "reasonably comfortable" as contemplated by Section 14.1, the Employer will have an affirmative obligation to attempt to restore such "reasonably comfortable working temperatures".

ARTICLE 15
HEALTH AND WELFARE PLAN

SECTION 15.1 Each Employer shall contribute to the Service Employees International Union Local 32, District 36 Building Operators Welfare Trust Fund (hereinafter referred to as the "Welfare Fund") for all employees who work in Covered Employment. Covered Employment means any work performed for an Employer who has a Collective Bargaining Agreement with the Union which requires contributions to be made to the Welfare Fund. The contributions shall be determined and made in the following manner:

(a) For the purpose of determining the contribution amount, there shall be three (3) categories of employees and the contribution category for a given employee for a given month shall be based on hours paid for in the preceding calendar month. The three categories are as follows:

(i) Employees who work weekends only shall be referred to as "Weekend Employees." Work shall mean actual work, not scheduled work.

(ii) Employees who are not Weekend Employees, but who are paid for less than seventy (70) hours in a given calendar month, shall be referred to as "Less Than 70 Hour Monthly Employees."

(iii) Employees who are paid for seventy (70) or more hours in a given calendar month shall be referred to as "Regular Employees."

(b) The contribution amount for each category of employees shall be as follows:

(i) For Weekend Employees – **through November 30, 2019 - $166 per month; effective December 1, 2019 - $174 per month; effective November 1, 2020 - $183.00 per month; effective November 1, 2021 - $192 per month; effective November 1, 2022 - $202 per month.**

(ii) For Less than 70 Hour Monthly Employees - **through November 30, 2019 - $4.22 per hour paid per month; effective December 1, 2019 - $4.43 per hour paid per month; effective November 1, 2020 - $4.65 per hour paid per month; effective November 1, 2021 - $4.89 per hour paid per month; effective November 1, 2022 - $5.13 per hour paid per month.**

(iii) For Regular Employees – **Remittances due** through **November 30, 2019,** the monthly contribution to the Welfare Fund for regular full-time employees shall be **$1,331.** Effective **for remittances due after December 1, 2019**, the monthly contribution to the Welfare Fund for regular full-time employees shall be **$1,398**. Effective **for remittances due after November 1, 2020**, the monthly contribution to the Welfare Fund for regular full-time employees shall be **$1,468**. Effective **for remittances due after November 1, 2021**, the monthly contribution to the Welfare Fund for regular full-time employees shall be **$1,541**. Effective **for remittances due after November 1, 2022,** the monthly contribution to the Welfare Fund for regular full-time employees shall be **$1,618.** Employees who are receiving sickness and accident benefits from the Welfare Fund are entitled to holiday pay from the Employer for holidays occurring during the period when such benefits are paid. **The** contributions **for** the months of **January, February, March, and April 2020 shall not be due and payable to the Welfare Fund, but shall** instead be due and payable to the SEIU Local 32BJ BOLR Pension Fund.

In addition, in lieu of all sick leave benefits, an Employer shall contribute to the Welfare Fund one-twelfth (1/12) of the weekly **base** pay of all regular employees per month. There shall be a three (3) work-day waiting period before sickness and accident benefits may be paid from the Welfare Fund to an employee absent due to illness or injury, which may be paid only for the 4th and subsequent work days of continuous absence. Such benefits will be paid at 70% of the employee's normal straight-time earnings until the employee's entitlement is exhausted.

(iv) The Welfare Fund Actuary will advise the Trustees when the assets available for benefits fall below a 3 ½ month reserve level based upon the plan of benefits as modified by any changes the Trustees implement following execution of this Agreement. The Trustees, in consultation with the Fund Actuary, shall determine whether the Fund reserve is projected to reach four (4) months within the term of this Agreement. If the Trustees determine that a four-month level of reserves will not be reached, they shall determine, in consultation with the Fund Actuary, the changes in the contribution rates required to maintain the modified schedule of benefits and to reach and maintain a four-

month reserve for the balance of this Agreement. The Employer will be obligated to make contributions at the adjusted rates.

In the event the Trustees are unable to reach agreement as to whether an increase in contributions is required to maintain benefits and reserves, or as to the amount of any such increases, such dispute shall be referred to arbitration under the deadlock provisions of the Trust Agreement. The Employer will contribute to the Welfare Fund any increase ordered by the Arbitrator.

In order to maintain the financial security of the Welfare Fund, the Union agrees that it will consult with BOLR if it wishes to conclude an agreement with any Employer currently contributing to the Fund, whereby that Employer would cease contributing to the Fund and contribute to another multiemployer fund **or provide benefits to its employees otherwise**, or to conclude an agreement with any newly organized BOLR-category facility to contribute to another multiemployer fund **or provide benefits to its employees otherwise**.

(c) A contribution shall be paid for each employee in accordance with the categories and amounts set forth above beginning **in** the third month in which such employee has been in Covered Employment.

(d) In the event a health insurance program is mandated by the Federal government or applicable state or local government which requires changes in the benefits provided by the Welfare Fund or in the manner of their funding, the parties shall promptly negotiate with respect to any modifications of this Agreement that may be necessitated. In the event that they are unable to reach an agreement, the unresolved issues shall be presented to John Skonier, or such other arbitrator upon whom the parties may agree, for final and binding determination.

(e) Contributions for a given month shall be paid to the Welfare Fund no later than the fifteenth (15th) day of that month and shall be accompanied by a report containing such information as the Trustees of the Welfare Fund may request, including, but not limited to, the names of employees, dates of hire, categories of employees, and hours paid or worked. **Effective November 1, 2019, the Employer agrees to transmit all Welfare Fund contributions electronically via ACH debit utilizing the SEIU 32BJ District 36 Benefit Funds EmployerXg Portal unless otherwise directed in writing for means other than electronic transmittals.**

(f) For employees working less than seventy (70) hours per month, contributions for a given month shall be paid to the Welfare Fund no later than the fifteenth (15th) day of the month for all monies due for the prior or preceding month and shall be accompanied by a report containing such information as the Trustees of the Welfare Fund may request, including, but not limited to, the names of employees, dates of hire, categories of employees, and hours paid or worked.

(g) Contributions to the Welfare Fund will cease beginning with the month following the month in which an employee for whom contributions were being made first

performs no work in Covered Employment; provided, however, in the case of an employee who receives Weekly Income Benefits from the Welfare Fund, such employee shall be deemed to be in Covered Employment throughout the first eight (8) weeks for which he receives such a benefit and, therefore, contributions shall continue to be payable for such employee up to and including the month in which the day which is eight (8) weeks from the day such employee first commenced to receive Weekly Income Benefits occurs (the month in which such employee ceases to receive weekly income benefits, if he receives Weekly Income Benefits for less than eight (8) weeks), with the contribution rate payable as to such employee to remain at the rate payable as to him for the month in which he first commenced to receive Weekly Income Benefits. **Upon return to work, health and welfare contributions are to resume immediately and due for the month in which the employee returns to work at the same rate then payable in accordance with the contribution rates set forth above.**

(h) Contributions for any employee who has previously had contributions made on his/her behalf **from any employer obligated to contribute to the Welfare Fund** shall resume with the first month in which the employee resumes work in covered employment, prior to suffering a break in seniority under this Agreement.

(i) When both spouses are covered by this Agreement, the respective Employers of each shall be responsible for the full contribution on behalf of their employee in the appropriate contribution category established in Section 15.1 (b).

(j) Where an employee is concurrently working for two or more Employers under this Agreement, each Employer shall be responsible for a full contribution for the employee in the appropriate contribution category established in Section 15.1 (b).

(k) Where an employee works for an Employer in two (2) or more buildings, his total hours in all such building will be aggregated to determine his category for contribution purposes and the Employer will make only one such contribution on the employee's behalf.

SECTION 15.2 Each Employer adopts the provisions of, and agrees to comply with and be bound by, the Trust Agreement establishing the Welfare Fund and all amendments thereto, and also hereby irrevocably designates as his representatives the Trustees named as Employer Trustees in said Trust Agreement, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of said Trust, and all actions to be taken by such Trustees within the scope of their authority.

SECTION 15.3 The Trustees of the Welfare Fund shall consider assessing an administrative fee on non-members of BOLR for the privilege of being a contributing employer per a side letter into which the parties shall enter.

SECTION 15.4 The parties intend that the medical insurance provided under the Welfare Fund to employees hereunder shall in all respects and at all times comply with the requirements of the Affordable Care Act ("ACA"). In the event that a plan of medical insurance

benefits provided by the Welfare Fund would trigger a penalty or tax of any sort under the ACA on a contributing employer or any employee, either party may notify the other in writing of its desire to reopen this Agreement for the sole and limited purpose of negotiating changes necessary to avoid an ACA penalty or tax and/or making recommendations to the Trustees of the Welfare Fund with respect to any necessary changes in the plan(s) provided by the Welfare Fund. The parties shall meet promptly to address the pertinent issue(s) after either party gives the above-prescribed notice. The Union shall maintain the right to strike should the parties agree to reopen the Contract and in the event that no agreement is reached.

ARTICLE 16
PENSION PLAN

SECTION 16.1 Through November 30, 2019, each Employer agrees to contribute the sum of **$1.43** per hour, for each hour worked (not in excess of forty (40) hours per week) by each employee who has been continuously in its employ for at least ninety (90) days to the Service Employees International Union Local 32BJ, District 36 BOLR Pension Fund ("Pension Fund").

Effective December 1, 2019, the rate shall be $1.57 per hour worked.
Effective November 1, 2020, the rate shall be $1.63 per hour worked.
Effective November 1, 2021, the rate shall be $1.69 per hour worked.
Effective November 1, 2022, the rate shall be $1.75 per hour worked.

For the purpose of contributions hereunder, paid vacations, holidays, **personal days, personal holidays, jury duty, funeral leave, and all other time off for which the employee is paid by the Employer under the terms of this Agreement** shall be treated as hours worked.

The parties shall direct the BOLR Pension Fund Trustees to increase the accrued monthly pension to $33.12 multiplied by such Participant's credited service in the period beginning January 1, 2020.

SECTION 16.2 Neither BOLR or the Employers covered by this Agreement nor the Trustees of the Pension and Welfare Funds will raise any objection to having an Employer or Employers not represented by BOLR become a party and contributor to the Pension and Welfare Funds; provided, however, that such other Employer or Employers hereinbefore referred to and described shall have a labor agreement with the Union obligating the said Employer or Employers to contribute into the Pension and Welfare Funds no less than the sums required in accordance with Articles 15 and 16.

SECTION 16.3 The Employer shall forward to the administrator of the Fund, together with all contributions in each month, a report setting forth the names of the employees, the number of hours worked and/or contributed for.

All remittances by an Employer to the Fund shall be no later than the fifteenth (15th) day of the month for all moneys due for the prior or preceding month. **Effective November 1, 2019, the Employer agrees to transmit all Welfare Fund contributions electronically via ACH debit utilizing the SEIU 32BJ District 36 Benefit Funds EmployerXg Portal unless otherwise directed in writing for means other than electronic transmittals.** With

each report to the Fund, the Employer shall give the names and starting dates of new employees and termination dates of old employees. Contributions for any employee who has previously had contributions made on his/her behalf **by any employers obligated to contribute to the Pension Fund** shall resume with the first hour in which the employee resumes work in Covered Employment, prior to suffering a break in seniority under this Agreement.

SECTION 16.4 Each Employer adopts the provisions of, and agrees to comply with and be bound by, the Trust Agreement establishing the Pension Fund, and all amendments thereto, and also hereby irrevocably designates as his representatives the Trustees named as Employer Trustees in said Trust Agreement, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of said Trust, and all actions to be taken by such Trustees within the scope of their authority.

SECTION 16.5 The Union and BOLR hereby amend the Agreement and Declaration of Trust dated October 6, 1959, establishing the Pension Fund to provide that, for the period October 16, **2019** to October 15, **2023**, the Trustees of said Pension Fund shall not take any action, shall not increase Plan benefits or change any provisions of said Pension Plan which would result in the unfunded vested benefits of said Pension Fund, within the meaning of ERISA, as amended, being greater than zero at any time. Notwithstanding the foregoing, the Union and BOLR agree that if the market value of Pension Fund assets exceeds the single sum value of the Plan's accrued vested benefits, such excess shall be utilized to provide additional plan benefits, including benefits for retirees, so long as such additional benefits can be implemented on an actuarially sound basis and do not result in the Pension Plan having any unfunded vested liability.

ARTICLE 17
FAILURE TO REMIT DUES OR TRANSMIT WELFARE, PENSION, LEGAL, INDUSTRY PROMOTION CONTRIBUTIONS OR UNION-RELATED WITHHOLDINGS

SECTION 17.1 Upon admission by the Employer, or upon a decision or award in any step of the Grievance Procedure set forth in Article 24, that the Employer has failed within the time prescribed in Article 3 to remit to the Union all sums deducted from employees as monthly dues, assessments or initiation fees within the time prescribed in Article 3 hereof, or has failed within the times prescribed in Articles 15, 16 or 35 of this Agreement to transmit to the Trustees of the Welfare Fund and/or the Pension Fund and/or the Legal Services Fund, respectively, the contributions to such Funds, and after persistence of any such delinquency for a period of thirty (30) days following written notice of the delinquency given by the Union and/or the Trustees of the said Funds, as the case may be, to the Employer and BOLR by certified mail, return receipt requested, the Union may, notwithstanding the No Strike provisions in this Agreement, strike the Employer, in the particular Building involved, to enforce such payments without regard to the No Strike clause, should the Union so choose.

In addition, any Employer who **becomes delinquent under Articles 15, 16, 19 and 35 of this Agreement, will be assessed interest on all principal balances due and continue to**

accrue interest until payment is received. Said interest shall accrue at the quarterly rate established by the Internal Revenue Service for delinquent taxes in accordance with Section 6621(a) of the Internal Revenue Code. Any Employer that continues to be delinquent after the aforesaid thirty (30) day notice above will be required to pay, in addition to the actual delinquent amount, **plus interest, an additional** fifteen (15%) percent of the amount which the Employer should have transmitted, as liquidated damages; the Trustees have the power to increase the aforesaid fifteen (15%) percent in their sole discretion, in the future, should same be warranted.

SECTION 17.2 If the Employer fails to remit dues, agency fees, initiation fees, ADF or other Political Action Fund contributions, and other assessments (collectively, "dues") required to be remitted pursuant to the Collective Bargaining Agreement for three (3) or more months during the term of this Agreement, regardless of whether or not those months are consecutive, the Union may refer the matter to the Grievance Committee under Article 24, which will consider the matter at its next monthly meeting. If the matter is not resolved by the Grievance Committee, the Union may seek expedited arbitration to collect the unpaid dues.

In any expedited arbitration under this section, if the Union prevails in any part of its claim for unpaid dues, the full fee for the arbitration shall be borne by the Employer and the arbitrator shall award interest in the amount, if any, established in this Agreement.

For the purposes of this section, an expedited arbitration must be held no later than fourteen (14) calendar days from the date of the written demand for arbitration made by the Union. The arbitrator shall be selected from the panel of arbitrators established under Article 24, Section 24.1, Step 4 on a rotating basis in alphabetical order by surname until an arbitrator available to hold a hearing within such fourteen (14)-day period is found. If no arbitrator is available within the established time period, the parties shall select the arbitrator with the earliest available date. The arbitrator shall not grant any adjournments except on mutual consent of the parties. Any expedited arbitration hearing held pursuant to this section shall continue from day to day until completed, and the parties shall not be permitted to submit post-hearing briefs. The arbitrator shall issue an opinion and award within seven (7) days of the close of the hearing.

ARTICLE 18
SUPPLEMENTAL RETIREMENT AND SAVINGS FUND ("SRSF")

SECTION 18.1 The Employer shall make contributions to a profit sharing and wage deferral trust fund known as the "Building Service 32BJ Supplemental Retirement and Savings Fund" ("SRSF") to cover **employees** with profit sharing benefits as hereinafter provided and tax exempt employee wage deferrals as provided by the Plan and/or Plan rules.

SECTION 18.2 The Employer shall make a contribution of $.20 per hour worked to the SRSF, up to a maximum of forty (40) hours per week, for each current employee who is regularly employed twenty (20) or more hours per week. Contributions on behalf of new employees hired on or after October 16, 2011 shall begin after the employee completes six (6)

months of employment. For the purpose of contributions hereunder, paid time off shall be treated as hours worked.

Effective December 1, 2015, the Employer shall make an additional contribution for all Licensed Engineers, Operating Engineers, Mechanics and Maintenance Workers of $0.05 per hour for a total contribution of $0.25 per hour.

SECTION 18.3 If the Employer fails to make required reports or payments to the SRSF, 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 Fund's trust agreement, and any and all expenses of collection, including, but not limited to, counsel fees, arbitration costs and fees, and court costs.

SECTION 18.4 Any Employer regularly or consistently delinquent in SRSF payments may be required, at the option of the Trustees of the Fund, to provide the Trust Fund with security guaranteeing prompt remittance of such payments.

SECTION 18.5 By agreeing to make the required payments into the SRSF, 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 the Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Fund shall make such amendments to the Trust Agreement, and shall adopt such regulations as may be required to conform to applicable law.

SECTION 18.6 There shall be no Employer contributions to the SRSF on behalf of employees during their first six (6) months of employment.

ARTICLE 19
INDUSTRY PROMOTIONAL FUND

SECTION 19.1 Each Employer agrees to contribute the sum of one and one-half cents ($.015) per hour for each hour worked (not in excess of forty (40) hours per week) by each employee who has been continuously in its employ for at least thirty (30) days to the Industry Promotional Fund created by BOLR. For this purpose paid vacations, holidays, **personal days, personal holidays, jury duty, funeral leave, and other time off for which employee is paid by the Employer as provided in this Agreement** shall be treated as hours worked.

In order to be able to utilize the "grievance committee" as provided for in Section 24.1, Step 3 and derive the benefit of this Agreement, each non-member of BOLR must contribute the sum of Five ($.05) Cents per hour for each hour worked (not in excess of forty (40) hours per week) by each employee who has been continuously in its employ for at least thirty (30) days to the Industry Promotional Fund created by BOLR. BOLR shall notify the Union whenever non-members agree to make such contributions to the Industry Promotional Fund.

SECTION 19.2 The forms submitted by the Union to Employers in connection with the Pension Fund shall include within same a column for remittances to the administrator of the said

Funds of the contributions to the Industry Promotional Fund, and the contributions so remitted prior to the 15th of each month for all moneys due for the preceding month shall, upon their receipt, in turn be transmitted by the Funds Administrator to BOLR no later than the end of the month of receipt, together with a copy of the reporting form submitted by the Employer setting forth the matters hereinbefore provided for with regard to the other Funds payable hereunder.

SECTION 19.3 No part of the said Industry Promotional Fund and no part of the contributions shall be used for advertising, propaganda or other anti-union activities opposed to the interests of the Union.

SECTION 19.4 It is expressly understood that said contribution to the Industry Promotional Fund is not intended to be, and is not, a contribution to the employees, and no employee or Employer shall have any proprietary interest in said Fund.

SECTION 19.5 It is further expressly understood and agreed that said Industry Promotional Fund shall be applied, among other purposes, but not by way of limitation thereto, in payment of the operating costs of BOLR, including, but not limited to, the expenses of conducting public relations, attorney's fees, public education as applied to the industry endeavoring to establish good public relations between the building operations industry and the general public, Employer's cost of its representatives in the administration of various funds and committees as set forth in this Agreement, and any comparable undertakings engaged in from time to time by said Employers and/or BOLR hereunder.

ARTICLE 20
SENIORITY

SECTION 20.1 The term seniority shall, depending on the circumstances and as specified herein, mean length of continuous service in a particular building regardless of Employer ("building seniority"), length of continuous service with any Employer ("Employer seniority"), or length of continuous service in his/her current classification in the building ("classification seniority"). An employee's seniority rights shall not be adversely affected by a change of ownership or management of the building or successor contractors so long as the said employee remains in the employ of the new owners, managers, or successor contractor. Employees who are incumbent in a building when such a change occurs shall not be considered to be probationary employees pursuant to Section 1.7 or Section 21.1.

SECTION 20.2 Seniority shall be lost by an employee for any of the following reasons:

(a) Quit;

(b) Discharge for just cause;

(c) Layoff for one (1) year or more;

(d) Failure to return to work within five (5) working days after notice of recall sent by certified mail, return receipt requested, to the employee's last address on record with the Employer;

(e) Failure to report to work after three (3) working days' absence without notifying the Employer during the interim of acceptable reasons for the absence; provided the employee is physically able to notify the Employer. If the reason for such absence is illness or disability, a medical certification must be provided to the Employer.

(f) Continuous illness or disability for a period of time in excess of one (1) year; and in excess of two (2) years for all work related injuries or illnesses. For purposes of this section and an employee's renewed eligibility for disability benefits from the Welfare Plan after having received benefits for the maximum period permitted, an employee will not be deemed to have returned to work from an illness or disability unless the employee actually works at least twenty (20) days during the first thirty-five (35) calendar days after resuming work, during which period the employee will not be permitted to utilize vacation or personal days. Upon the return of an employee who has been ill for a protracted period within the one year period, and prior to returning to actual work, the Employer shall have the right to require a medical examination of the employee to determine whether or not the employee may safely and healthfully return to work. In the event that a dispute arises between the employee's doctor and the Employer's doctor, then the matter shall be submitted to the Grievance and Arbitration Procedure provided in Article 24.

For a period of six (6) months following a break in service, under this Section 20.2(f) an employee who is able to return to work shall have a priority right to be hired as a new employee.

(g) Layoff in excess of two (2) years where the direct cause of the layoff and its continuation is the renovation, remodeling or reconstruction of facilities in the building.

SECTION 20.3 When it becomes necessary to reduce the working force, the last person who enters any classification shall be the first laid off in that classification, and if the working force thereafter is increased, the employees shall be recalled in their classification in the reverse order in which they were laid off, provided such employee or employees retained in the layoff or recalled after the layoff have the requisite skill and ability to perform the remaining work. It is, nevertheless, understood and agreed that where the Employer decides that the skill and ability of the junior employee is far superior to the skill and ability of the senior employee within the classification involved, the Employer shall have the right to retain or recall such junior employee. Employer agrees that its decision in this regard will not be arbitrary and that its decision will be subject to the Grievance and Arbitration Procedures herein. For the classifications of mechanics and maintenance workers and licensed engineers and operating engineers, seniority shall be the determining factor for layoffs and recalls, provided that the senior employee has the necessary technical expertise to perform the remaining work.

SECTION 20.4 An employee who is laid off by reason of his/her classification seniority as provided in Section 20.3, shall be entitled to displace the most junior employee in the building in another classification the laid off employee previously held, assuming such junior employee has less building seniority than the laid off employee.

SECTION 20.5 An employee who has ten (10) or more years of unbroken service in a building, and who is to be laid off because of a reduction in force in his/her building may bump

the employee of the Employer with the least seniority in the classification among employees subject to the Agreement, regardless of the building in which such junior employee is located. Temporary employees shall not have the right to bump another employee. An employee who elects to bump rather than be laid off shall waive any recall rights to the building from which he or she was laid off.

SECTION 20.6 An employee laid off because of a reduction in force who elects not to bump, shall have the right of recall for a period of one year from the layoff. Recall shall be in reverse order of the laid off employee's classification seniority. Recall rights apply to all permanent positions.

SECTION 20.7 The Employer shall notify by certified mail, return receipt requested, or by overnight delivery via a unionized delivery service, the last qualified laid off employee, at his/her last known address of any job vacancy, and a copy of this notice shall be sent to the Union. The employee shall then be given five (5) days from the date of mailing of the letter in which to express in person or registered or certified mail his desire to accept the available job. If any employee does not accept recall, successive notice shall be sent to qualified employees until the list of qualified employees with recall rights is exhausted.

SECTION 20.8 Should an employee request a change from night shift work to day shift work, or from day shift work to night shift work, preference for such assignments shall be made on the basis of seniority when such work becomes available. An employee who changes shifts, in accordance with this section, shall not be entitled to voluntarily change shifts again for a period of six (6) months, unless otherwise agreed. The Employer shall not arbitrarily compel an employee to change from day shift to night shift, or from night shift to day shift. Preference for such assignment shall be made on the basis of classification seniority within the building.

SECTION 20.9 Seniority shall not commence to accumulate until after an employee has **worked sixty-five (65)** days and then shall revert back to date of hire.

SECTION 20.10 Union Stewards shall have super seniority for purposes of layoff and recall under Section 20.3, provided they have the requisite skill and ability to perform the remaining work. No more than one Union Steward in any one building shall be entitled to same.

SECTION 20.11 An Employer who desires to transfer an employee from one building to another shall do so only with the Union's and the employee's consent. An employee who voluntarily transfers shall retain all seniority pursuant to Section 20.1 of this Agreement. An Employer may involuntarily transfer an employee only in lieu of discipline related to improper interaction with other employees or building tenants, or for other reasons mutually agreed to by the parties.

SECTION 20.12 The Employer will accept written notifications from employees who are interested in being considered for vacancies in the foreperson classification. Such persons shall be considered for vacancies that become available only in the building where they are employed, before hiring from the outside, it being understood that the Employer has the sole discretion in determining who is to fill this position.

SECTION 20.13 An employee who is unable to work because of having a paid position with the Union will be granted a leave of absence for a maximum of twelve (12) months. If the leave of absence ends within that period, the employee shall have a right of return to the position he/she occupied at the time the leave began. After such twelve month period, the employee will have only preferential hiring rights for a bargaining unit opening that arises in the building at which he/she had been employed and for which he/she is qualified.

The Union will provide the Employer with two (2) weeks notice of the request for an employee's leave of absence. In addition, the Union will provide the Employer with the dates of the leave of absence. The leave of absence may be shortened and the employee returned to work pursuant to the above provided the Union gives the Employer two (2) weeks notice of the new return date. No more than one employee per building shall be granted a leave of absence at the same time.

SECTION 20.14

(a) Any employee who is on layoff from a particular building, and who retains recall rights in accordance with this Article 20, shall be utilized to perform "fill-in" duties in that building before other "fill-in" employees are utilized, even if those other employees have been in the "fill-in" pool for a longer period ("Fill-in Seniority"). Employees who are laid off from a particular building shall carry that building service into the fill in pool, which shall then be considered as part of their service for purposes of fill-in seniority.

(b) Fill-in and supplemental employees (see subsections (i) and (j) regarding supplemental employees) may not be utilized to fill a permanent Class 1 or Class 2 vacancy, except for a reasonable period, which shall not exceed fifteen (15) days, or thirty (30) days where the vacancy is filled through external hire, after which a permanent employee shall fill the vacancy. All permanent Class 1 and Class 2 vacancies must be filled within fifteen (15) days, or thirty (30) days where the vacancy is filled through external hire. These time frames shall be extended to the extent necessary when the vacancy is the result of a discharge that remains in the grievance/ arbitration process, if the vacancy cannot be filled with an internal candidate, or because circumstances beyond the Employer's control (e.g., security clearance) require a delay. In such circumstances, the Employer will notify the Union as to the reason for the delay. Movement into the permanent position will occur on the Monday coincident with, or next following the 15th day.

(c) Fill-in and/or supplemental employees may not be utilized to fill a permanent Foreperson, Mechanic, Maintenance Worker, Engineer or other non-Class 1 or Class 2 vacancy, except for a reasonable period, which shall not exceed thirty (30) days, after which a permanent employee shall fill the vacancy. All such permanent vacancies must be filled within thirty (30) days. These time frames shall be extended to the extent necessary when the vacancy is the result of a discharge that remains in the grievance/arbitration process, if the vacancy cannot be filled with an internal candidate, or because circumstances beyond the Employer's control (e.g., security clearance or building manager's or owner's approval is required) require a delay. In such circumstances, the Employer will notify the Union as to the reason for the delay. Movement into the permanent position will occur on the Monday coincident with, or next following the 30th day.

(d) The Employer shall provide the Union District Leader a copy of the monthly remittance reports, and also the names, hours, **and dates of hire** of all fill-in and supplemental employees who have worked for the Employer during the month. Each instance of an Employer failing to provide the information as required monthly shall result in the Employer being obligated to pay the sum of Five Hundred Dollars ($500.00) to the BOLR Scholarship Fund by the 15th day of the following month. The BOLR shall notify the Union of receipt of each such payment. Should an Employer fail to make a payment, the Union retains the right to grieve and arbitrate the matter.

(e) Should the documentation required under subsection (d) or other information demonstrate that an Employer has used fill-in or supplemental employees to fill a permanent vacancy for longer than the periods permitted under subsections (b) and (c), the Employer must immediately place the most senior fill-in employee, or in the event that there are no available fill-in employees, the most senior supplemental employee in the vacant position, and make sufficient contributions to the BOLR Welfare Fund such that the employee is immediately eligible for benefits.

(f) Should a fill-in employee refuse to fill a permanent vacancy, absent mitigating circumstances justifying the refusal, the employee shall lose his/her fill-in status and shall be reclassified as a supplemental employee. Should a supplemental employee refuse to fill a permanent vacancy, absent mitigating circumstances justifying the refusal, the employee may be terminated.

(g) The Employer shall furnish the Union District Leader a list of all permanent and fill-in employees whose employment has ended for whatever reason, the building in which the employee was working and the date the employee's employment ended.

(h) An Employer shall utilize all fill-in employees to perform fill-in assignments in any building covered by this Agreement in which it is performing work, before utilizing supplemental employees. It shall be the responsibility of laid off employees to contact the Employer monthly and advise it of their availability for fill-in assignments. Whenever a fill-in employee or supplemental employee is improperly bypassed for a temporary fill-in assignment, he/she shall receive pay for all hours lost.

(i) The Employer may hire supplemental employees who shall receive the starting rate set forth in Section 7.7, as adjusted from time to time by increases in the applicable minimum rate set forth in Section 7.3. Supplemental employees shall progress to the next step of the full classification rate set forth in Section 7.7 in any twelve (12)-month period in which they work more than 100 days. Such supplemental employees shall be treated as probationary employees for purposes of Section 21.1 of this Agreement until they have worked on more than sixty-five (65) days, at which point they shall be covered by Section 21.1, but shall not be entitled to receive any benefits under this Agreement, other than holidays listed in Section 8.1, subject to the employee's compliance with Section 8.3, and shall also receive paid time off in accordance with the following formula:

(i) A supplemental employee who works at least 1040 hours during a contract year (October 16 - October 15) will be entitled to twenty-five (25) hours paid time off during the following contract year;

(ii) A supplemental employee who works at least 1560 hours during a contract year will be entitled to thirty (30) hours paid time off during the following contract year;

(iii) A supplemental employee who works at least 1820 hours in a contract year will be entitled to forty (40) hours paid time off during the following contract year;

(j) No contributions shall be made on behalf of any supplemental employee to any fund hereunder. The following conditions shall apply with respect to the use of supplemental employees.

(i) All fill-in employees must be afforded an opportunity to fill temporary vacancies before a supplemental employee is used.

(ii) Each Employer that utilizes fill-in employees shall establish a seniority list of such employees based upon their continuous service in the bargaining unit, which list will be submitted to the Union monthly. Layoffs of fill-in employees shall be in reverse order of their continuous service in the bargaining unit.

(iii) Fill-in employees are to be offered the opportunity to become permanent employees where such vacancies arise in buildings other than one in which they retain recall rights, in order of their bargaining unit service. Only after all fill-in employees have been offered an opportunity to become permanent employees may supplemental employees be offered such positions. Supplemental employees must be offered such positions, in order of their length of service with the Employer, before a new hire is utilized.

(iv) After a fill-in employee's recall rights under Section 20.2(c) expire, the employee will be retained in the fill-in pool.

(v) Employees who have worked at least sixty-five (65) days for an Employer as a fill-in or supplemental employee immediately prior to becoming a permanent employee, shall not be required to serve a probationary period under Section 1.8 upon becoming a regular employee.

(vi) The Employer shall check off monthly dues on behalf of supplemental employees in accordance with Article 3.

(k) The Employer shall not separate supplemental employees from employment in order to avoid its contractual obligations to an employee that accrue once the employee has completed his/her probationary period.

SECTION 20.15 Employees may request a personal or emergency leave of absence of up to sixty (60) days if they have at least three (3) years of seniority. The employee must request personal leave in writing thirty (30) days prior to the date of the requested leave. The Employer shall not unreasonably withhold approval of such leave providing that the leave is compatible with the proper operation of the location. Emergency leave may be requested on an emergency basis, provided that upon requesting the leave, or as soon thereafter as possible, the employee shall provide documentation of the emergency. No employee shall be entitled to a personal leave of absence more than once in a five (5)-year period, unless otherwise required by law. During such leave, the employee must use all unused personal days and vacation to which the employee is entitled at the time the leave began (to the extent the number of days of such unused paid time off does not exceed the leave period). The employee will not be paid for any holiday falling within the leave period.

ARTICLE 21
DISCHARGE AND DISCIPLINE

SECTION 21.1 No employee shall be discharged or disciplined except for just cause; provided, however, that the Employer shall have the right to discharge or discipline for any reason any new employee during the sixty-five (65) days that the employee works after hire. Discipline shall generally be imposed within five (5) business days, unless factors beyond the Employer's control (e.g., police investigation or the unavailability of witnesses or evidence not in the Employer's control) prohibit completion in that time period. In such cases, the Employer shall notify the Union of the reasons for the delay.

SECTION 21.2 It is understood that the disciplinary schedule in Section 21.2 applies exclusively to absenteeism and does not apply to other non-attendance related discipline. The following disciplinary schedule is mandatory prior to discharge for absenteeism:

(a) A continuous absence of one (1) or more days is counted as a single occurrence. The following disciplinary schedule is mandatory prior to discharge for absenteeism:

(i) After 5th absence in a rolling twelve month period – counseling by immediate supervisor.

(ii) After a 7th absence in a rolling twelve month period – counseling/written notice and Union written notice to employee.

(iii) After 9th absence in a rolling twelve month period – final warning.

(iv) After the 10th absence – automatic discharge.

(b) Rules:

(i) Prearranged vacation, personal holidays and funeral leave will not be charged against an employee.

(ii) Hospitalization or scheduled out-patient procedures which result in an absence, shall not be counted against an employee.

(iii) Absences resulting from work related injuries or illnesses will not be charged against an employee.

(iv) Absences approved by the Employer, *e.g.* leaves of absence, shall not be charged against the Employee.

(v) Absences mandated or permitted by law, *e.g.*, military service, witness subpoena, family or medical leave, shall not be charged against an employee.

(vi) Inability to report to work due to verifiable closing of road and/or public transportation by a governmental authority for snow conditions shall not be charged against an employee.

(vii) Each absence will be removed twelve (12) months after its occurrence. Effective January 1, 2016, each absence occurring thereafter shall be removed twelve (12) months after its occurrence, except that, should an employee reach seven (7) absences after that date in a rolling twelve-month period, absences occurring after January 1, 2016 that have not already been removed twelve (12) months from their occurrence will be removed eighteen (18) months after each such absence occurred.

(viii) Verifiable family emergency, *e.g.*, fire, flood, etc.

(c) A pattern of continued absences. Apart from the above policy and if an employee develops a pattern of repeated absences (for example Fridays and/or Mondays) over a sustained period of time, or repeated absences of the day before or after a holiday over a sustained period of time, he/she will be subject to the following action:

(i) Upon notice of the existence of a pattern of absence by the employee – counseling (3 or more such absences within a 60-day period, or 4 or more such absences within a 90-day period shall constitute such a pattern);

(ii) If no marked improvement occurs or additional absences constituting a "pattern" as defined above occur within a 90-day period – written warning;

(iii) If no marked improvement after the written warning occurs or additional absences constituting a "pattern" as defined above occur within another 90-day period – dismissal.

(d) Where verification is required to support "proper reason," it shall be the responsibility of the employee to procure the verification at his/her expense and provide it to the Employer.

SECTION 21.3 Any warning notices entered into an employee's personnel file shall not be considered for purposes of assessing discipline after a one (1) year period, provided the employee has not committed a similar offense within the one year period following the warning notice.

SECTION 21.4 The Employer shall provide any employee discharged or disciplined a written statement of the grounds for the discharge or discipline within a reasonable period of time not to exceed five (5) working days after the discharge or discipline. The Employer will provide the Union with a copy of any such statement at the same time.

SECTION 21.5 Before imposing any discipline, the Employer, at the employee's request, shall first notify the employee's Union Steward and shall allow the Union Steward to be present when the discipline is issued, if feasible.

ARTICLE 22
UNION ACTIVITIES IN BUILDINGS

SECTION 22.1 The Employer shall permit the posting of Union bulletins in janitorial quarters and maintenance quarters and shall permit Union Stewards reasonable freedom to perform their duties during working hours. Nothing shall be posted that is disparaging to a tenant of the building.

SECTION 22.2 Duly accredited representatives of the Union may enter a building in which employees are employed during working hours to observe working conditions and to confer with the employees under circumstances that are not disruptive of working schedules. In exercising this right, the Union representative must (i) give notice to the building's management before arriving of the time of the intended visit, and (ii) comply with all security procedures in the building. Failure to comply with these requirements may result in the representative being denied access to the employees at that time or being denied access to the building.

Union Representatives shall be permitted to hold a meeting of bargaining unit employees working in a particular building before or after the employees' shift or at their break. Such meeting may be conducted at such building in a reasonable location designated by the building, provided the Union has given notice of such meeting to the building at the earliest time practicable under the circumstances, and the meeting is limited to the employees of that building.

SECTION 22.3 The Union shall designate, by written notification to the appropriate Employer, a Union Steward for each location where employees represented by the Union work. The Employer agrees to recognize the Union Stewards who are designated by the Union. The Employer and the Union Steward will cooperate in enforcing this Agreement. The Union and the Employer agree that courtesy in day-to-day communications between employees, Union representatives, Union Stewards, supervisors and managers of the Employer should always be present in their relationship. The Union and the Employer agree that the employees, supervisors and managers should treat each other with dignity and respect and that the Employer shall recognize the Union's properly designated Shop Steward as the voice of the Union at the worksite.

SECTION 22.4 Upon request, an employee shall be entitled to Union representation:

(a) Throughout the grievance procedure;

(b) During any meeting in which allegations are to be made which the employee reasonably believes could lead to discipline; or

(c) During any meeting held for the purpose of imposing discipline.

A Union Steward in the employee's building shall be permitted necessary time off to provide this representation without loss of pay, whenever these meetings occur within the employee's building.

SECTION 22.5 The Union shall notify the Employer in writing of all designated Shop Stewards. Shop Stewards shall be granted one (1) day off per **calendar** year to attend Steward training class, providing written request is submitted to the Employer at least one (1) week in advance. The Employer will reimburse one (1) Steward per building for scheduled working time lost, up to a maximum of eight (8) hours straight-time pay per day, a maximum of one (1) day per **calendar** year.

ARTICLE 23
SPLIT SHIFTS AND ASSIGNMENTS

Except during daylight hours or in an emergency or if an employee was originally hired for split shifts or split assignments or originally hired for such work in two or more buildings, an employee who objects to split shifts or split assignments does not have to work such split shifts or split assignments.

ARTICLE 24
GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 24.1 Should differences arise between the Union and the Employer as to the meaning and application of any term or provision of this Agreement, an earnest effort shall be made to settle such differences as promptly as possible by the utilization of the Grievance Procedure. Prior to initiating the Grievance Procedure, the duly designated officer or agent of the Union may meet with a duly designated agent of the Employer in order to attempt to resolve the matter. Should this effort be unsuccessful, a grievance must be processed in accordance with the procedures set forth below, or it will not be considered.

Step 1: Regardless of whether a meeting is convened between the Union and the Employer representatives as permitted above, there shall be a discussion between the supervisor, the aggrieved employee(s), and the Union Steward within ten (10) working days of the occurrence of the incident giving rise to the grievance. Should the matter not be resolved in this meeting, a grievance shall be filed no later than ten (10) working days after the Employer's decision in this initial meeting.

Step 2: The Union Business Agent shall meet with Employer representatives within ten (10) working days of the receipt of a written grievance in an attempt to resolve the matter.

Step 3. If no satisfactory settlement or solution is reached within ten (10) working days after the matter is discussed between the Employer representative involved and the

Union at Step 2, then the Union shall submit to the Employer and BOLR the grievance as memorialized on the Union's standard grievance form, and a grievance submission form detailing the grievant's name, the name of the Employer, the particular building where the grievance arose, and in non-disciplinary cases, the provision of the Contract that the Union believes has been violated.

The grievance shall then be referred to a Grievance Committee which shall consist of two (2) representatives designated by BOLR and two (2) representatives designated by the Union as Arbitrators. A grievance shall not be scheduled for a Grievance Committee meeting if the grievance form is incomplete. The Union shall have ten (10) days after receiving notice from BOLR of an incomplete grievance form within which to properly complete a revised form and forward it to BOLR. If a properly completed revised grievance form is not filed by the Union within this additional ten (10) day period, the grievance will be deemed to be untimely filed at the Second Step. The Grievance Committee shall be composed of Union staff members, advocates, or officers, and BOLR Board members or officers, or those who are in line to become BOLR Board members or officers. The Grievance Committee shall meet no later than ten (10) working days after receipt of the written grievance and shall reach a decision no later than ten (10) working days after hearing the case. A decision by a majority of the Grievance Committee at this step of the Grievance Procedure shall be final and binding on the parties involved, and shall be regarded as an Arbitrator's decision. The Grievance Committee Procedures shall be as agreed from time to time by the parties **and the Grievance Committee shall meet on a monthly basis, as needed**.

Step 4. Any grievance or dispute as above which cannot be adjusted by the representatives of the parties as aforesaid, may be submitted to an impartial arbitrator for decision; provided, however, that such arbitrator shall not have the power to alter this Agreement, or any of its terms, in any way. The submission to the impartial arbitrator in such an event shall be no later than thirty (30) working days after the failure to reach a decision in Step 2. BOLR must be notified of such submission and shall notify the Employer involved, reserving the right to appear as well through its own counsel. If the Union desires to have an unresolved dispute arbitrated as herein provided for, it shall notify the Employer of its desire to so arbitrate within thirty (30) calendar days after receipt of the answer in Step 3. An impartial arbitrator shall be designated from a permanent panel of seven (7) arbitrators agreed to by the parties. The Arbitrators will be assigned in rotating order. Each party will have the right to strike two (2) arbitrators from the panel each year. The parties will agree upon replacements for the vacant arbitrator positions.

SECTION 24.2 The joint BOLR – Local 32BJ Grievance Committee shall be available to non-members of BOLR who adopt the BOLR-Local 32BJ collective bargaining agreement. Such non-members will be assessed a fee of $500, payable to BOLR, for each grievance brought before the Committee in which they are involved. Should a non-BOLR employer not make payment within ten (10) days of receiving notice of the fee from BOLR, the Union may move the matter directly to arbitration.

SECTION 24.3 The arbitrator's decision shall be submitted in writing and shall be final and binding upon the parties. In case of a discharge, the arbitrator shall have the power to sustain the discharge or to order reinstatement of the employee, with or without pay for days lost.

The fee of the arbitrator and the administrative charge of the American Arbitration Association shall be borne equally by both parties.

SECTION 24.4 . No grievance shall be accepted or processed in this procedure later than ten (10) working days after its occurrence, except for a grievance of which the Union was unaware alleging either incorrect payment of wages, fringe benefits, or failure to abide by the Union security provisions hereof; in such wage, fringe benefits or Union security cases, the grievance must be presented no later than ten (10) working days after the Union has knowledge of same or should have had knowledge of same. Grievances relevant to wages or fringe benefits subject to this extended period for submission shall not include any claim that requires evidence beyond the Employer's records. In no event shall back pay or other financial award be granted against an Employer for any violation of the wage, fringe benefits or Union security provisions of this Agreement that was committed by another employer. Any grievance not appealed to the next higher step of the Grievance Procedure or to arbitration within the time limits specified shall be deemed to have been settled on the basis of the Employer's last answer. Failure of either party to meet the time limits of this Article shall automatically cause the grievance to be decided in favor of the other party.

The Employer agrees that, in the event the Union initially declines to pursue a grievance to arbitration concerning the suspension or discharge of an employee, the time strictures for filing for arbitration shall be tolled pending the employee exhausting his or her appeal rights pursuant to the Union's Constitution and By-Laws, provided the following requirements are satisfied: (i) prior to the time for submitting the matter to arbitration as set forth above, the Union sends a written notice to the employee advising him/her of the right to appeal the Union's decision not to advance the grievance to arbitration, and the Union provides the Employer with a copy of that Appeal Notice; and (ii) the Union files for arbitration within the earlier of 120 days following the date of the Appeal Notice or 10 days following the Union's decision to grant the employee's appeal and pursue the grievance to arbitration.

SECTION 24.5 All time limits set forth in this Article may be extended upon mutual written agreement.

SECTION 24.6 The parties shall establish quarterly labor-management meetings in order to address areas of mutual concern.

ARTICLE 25
SUBCONTRACTING

The Employer shall not subcontract, transfer, lease or assign, in whole or in part to any other entity, person, firm, corporation, partnership, or to any non-unit workers, bargaining unit work presently performed or hereafter assigned to employees in the bargaining unit, except as may be permitted by this Agreement (*e.g.*, snow removal under prescribed circumstances). This prohibition shall not apply to emergency or disaster recovery situations, situations where an insufficient number of bargaining unit personnel are available (excluding absences, vacations, holidays, or other contractually entitled leave), work involving expertise and skill beyond that required of bargaining unit employees, work involving special equipment that is not available to or has not been historically utilized by bargaining unit members, or work involving metal

polishing or window cleaning or work involving government set asides, so long as such window cleaning, metal polishing or government set aside contracts are sublet to a contractor that agrees to provide wages, benefits, hours, and working conditions in accordance with Union standards pursuant to this Agreement, or the equivalent cost thereof.

ARTICLE 26
REDUCTION OF WORK FORCE

SECTION 26.1 There shall be no reduction in the work force except where there is:

(a) A change, other than a minor one, in work specifications or work assignments which results in a reduction of work; or

(b) Elimination of all or a substantial part of specified work; or

(c) Substantial vacancies in building; or

(d) Reconstruction of all or part of building; or

(e) Introduction of technological advances; or

(f) Change in the nature or type of occupancy.

SECTION 26.2 Should the Employer desire to reduce the work force, it shall give three (3) weeks' advance notice to BOLR and the Union District Leader, including in such notification the reasons for the reduction. During the said three (3) week notice period, the Employer agrees to, meet with the Union representatives, at their request, to discuss the reasons for the work force reduction. At the conclusion of the three (3) week period, if the Union is not satisfied, the Employer may implement its decision and the Union may seek arbitration on an expedited basis without resort to the Grievance Procedure.

SECTION 26.3 In addition to the reasons provided above for reductions in force, the Employer shall have the right to reduce where, in those exceptional cases, it can demonstrate to a special committee consisting of the President of the Union or his designee, and the President of BOLR or his designee, that an employee has idle time or is working at a slow pace and the building is therefore over staffed. In such an event, the Employer shall give the three (3) week notice required above, and the reason or reasons therefore. Should the special committee deadlock, the Employer may implement its decision and the Union may seek arbitration on an expedited basis without resort to the Grievance Procedure.

SECTION 26.4 Nothing in this Article shall preclude an Employer from effecting reductions in force, for any reason, in newly constructed buildings which have been occupied for less than one year.

ARTICLE 27
NO STRIKES OR LOCKOUTS

SECTION 27.1 Under no circumstances shall any strike, sympathy strike, stoppage of work, walkout, slowdown, sitdown, picketing, boycott, refusal to work or perform any part of duties, or other interference with or operation of the normal conduct of any Employer's business be ordered, sanctioned, permitted or enforced by the Union, its officials, agents or Stewards, nor shall any lockout be ordered, sanctioned, permitted or enforced by Employer, its officials or agents.

SECTION 27.2 The prohibition against strikes in Section 27.1 shall not be applicable (a) for failure of the Employer to comply with the provisions of Article 17, provided such action is permitted by applicable labor law; (b) for failure of an Employer, in accordance with Article 24 to appoint an arbitrator in the event of a dispute or to abide by an arbitrator's decision; or (c) failure to reach an agreement as provided in the BMCA Appendix to this Agreement, with respect to rider or phase-in bargaining.

SECTION 27.3 No employee shall be required by the Employer to cross a primary picket line established by a local union of SEIU, including Local 32BJ. No employee shall be disciplined, permanently replaced, or harassed for refusing to cross such a picket line. The Union will provide the Employer with as much notice that such picketing will occur as is practicable under the circumstances.

ARTICLE 28
OTHER LEGAL ENTITIES

SECTION 28.1 Any Employer bound by this Agreement or hereafter signatory to same, whether by assent or otherwise, shall continue to be so bound irrespective of whether the form of the entity of the Employer is hereafter changed. A change into proprietorship, partnership or corporation by an Employer's existing proprietorship, partnership or corporation shall not relieve the Employer of its obligations hereunder and shall be binding upon the successor entity, even though the form of the entity has changed.

SECTION 28.2 The Employer agrees that no evasion of the terms, requirements, and provisions of this Agreement will take place by the setting up of another business to do work covered by this Agreement, within the area covered by this Agreement, or in any other way attempt to or actually evade or nullify responsibility hereunder. If and when the Employer shall perform any work covered by this Agreement, within the area covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer through its officers, directors, partners, or stockholders, exercise, either directly or indirectly, control of labor policies of such other entity, the terms and conditions of this Agreement shall be applicable to all such work.

ARTICLE 29
MOST FAVORED EMPLOYER

SECTION 29.1 The Union shall not enter into any agreement with an Employer covering work subject to this Agreement containing wages, benefits, or other terms and conditions of employment more favorable to the Employer than the provisions of this Agreement for comparable work. From the date of its notice to the Union, the Employer shall have the benefit of such more favorable provisions. The President of the Union, or his designee, and the President of BOLR may agree to waive this clause for good cause.

This clause shall not apply to categories of work that are subject to rider or phase-in bargaining under the BMCA Appendix.

SECTION 29.2 The Union agrees to file with BOLR a copy of each collective bargaining agreement it enters into with respect to a location described in Article 4 of this Agreement within thirty (30) days following the execution of such agreement.

SECTION 29.3 This Article shall not be deemed to apply to any contracts containing a phase-in schedule for wages and benefits, as described below.

SECTION 29.4 For any building or contractor not presently covered by this Agreement, the Union may, in its discretion, agree to phase-in a schedule for wages and benefits set forth in this Agreement for that particular building, provided that the phase-in schedule represents a reasonable progression of wage and benefit increases over the term of the phase-in agreement (not to exceed 4 years) and requires that the employer pay the full wages and benefits provided for in this Agreement by the end of the agreement for the new building. Provided further, no Employer shall pay less than the full rate at any time for contributions to any pension or welfare benefit fund hereunder. This phase-in provision shall not be applicable to any newly constructed buildings or substantially renovated buildings that were previously organized.

ARTICLE 30
CHANGE OF OWNERSHIP

In the event an Owner or Operator, on whose behalf this Agreement is executed, sells or transfers any building covered by this Agreement, the Owner or Operator shall give the Union notice of same, promptly and immediately, including the name of the transferor. The Owner or Operator will, further, give notice to the purchaser or transferee of the existence of this Agreement. BOLR will use its best efforts to notify the Union whether the new Owner or Operator becomes a member of BOLR, in which event all provisions hereof shall apply to the new Owner or Operator.

ARTICLE 31
INSPECTION OF RECORDS

The Union shall have the right, after reasonable notice to the Employer, to inspect and audit, at the Employer's premises where such records are customarily maintained, all payroll records relating to the terms and conditions of this Agreement; provided that such inspection

shall not cover a period of more than three (3) years prior to the inspection. Should such inspection and audit disclose that an Employer has failed to make the required payments to any of the Funds covered by this Agreement, the Trustees of the said Funds may, by the enactment of rules governing same, have the power to assess the inspection/audit costs against delinquent Employers.

ARTICLE 32
SAFETY

SECTION 32.1 The Employer agrees to abide by all safety regulations of all political subdivisions wherein an employee performs his or her work.

SECTION 32.2 The Employer agrees to supply training and protective equipment to employees who are required to handle infectious materials, **or address lice, bed bug, or other infestations**. Training must cover how employees are exposed to these materials at work, safe work practices, and what to do in case of an exposure.

SECTION 32.3 Where the Employer intends to furnish Personal Protective Equipment ("PPE") and training to its employees for the safe use of chemicals, supplies and equipment, the Employer shall provide prior notice to the Union and shall discuss such intention with the Union upon request; such discussions shall take place promptly so as not to delay unreasonably the introduction of such equipment. Once introduced, it shall be the responsibility of all affected employees to use such PPE and work in a safe manner. Failure to wear PPE issued by the Employer shall subject the employee to progressive discipline appropriate under the circumstances, which shall include the flagrance of the employee's non-compliance.

SECTION 32.4 The Employer agrees to train employees, and periodically review with them, the evacuation plan or emergency plan for the building in which they work. In case of an emergency in the building, the Employer shall notify all employees, and employees will follow the approved evacuation plan for the building without loss of pay.

SECTION 32.5 Whenever a building is notified of a threat of a bomb, biological, chemical, fire, terrorist or other similar threat, and in the event that tenants are evacuated from the area to which the employee is assigned, the affected employees shall also be evacuated, except for those who are essential to provide assistance to emergency responders.

SECTION 32.6 Employees who are required to come in contact with blood, blood borne pathogens, **lice, bed bug, or other infestations,** or other hazardous materials as defined by applicable federal or state statutes or regulations, shall receive proper training in the handling and disposal of these materials. Until such time as the employees receive such proper training and any necessary protective equipment, the employees shall not be required to perform such work, and such failure shall not be considered cause for discharge or discipline. **Whenever an employee is required to handle hazardous materials known to cause health problems that may be eliminated or reduced by a vaccine, the Employer, at its expense, will arrange for a vaccine to be made available to the employee.**

ARTICLE 33
SEPARABILITY

Should any provision of this Agreement be held or declared to be illegal or of no legal effect by a Court of Law, then said provision shall be deemed null and void without affecting any other provision of this Agreement. Nothing in this Article shall prevent either party from appealing any such legal question involved to a Court of Last Resort.

ARTICLE 34
HOURS

The work week of all Class 1 Janitorial employees, except as below, shall be a minimum of six (6) hours per day, five (5) days per week. The work week of all other classifications of employees listed in Section 1.1, except as set forth below, shall be eight (8) hours per day, five (5) days per week. This Section shall not apply to weekend employees.

The parties agree that the minimum hours set forth above constitute the accepted Industry Standard.

The Employer shall not reduce the hours of employees who are regularly scheduled to work more hours than the contractual minimum, unless at least one of the criteria provided in Section 26.1 of this Agreement is met.

ARTICLE 35
PREPAID LEGAL SERVICES FUND

SECTION 35.1 Each Employer agrees to contribute **for all remittances due** through **October 31, 2021**, the sum of Seven Cents ($.07) per hour worked, not in excess of forty (40) hours per week, for each non-probationary employee employed, to the "SEIU Local 32BJ Building Operators Legal Services Fund" ("Legal Services Fund"), as set forth in the Legal Services Plan enumerating the services to be provided to said Legal Services Fund by the law firm of Spear Wilderman, P.C. Effective for **all remittances due after November 1, 2021, such contribution rate shall be increased to Eight ($.08) Cents per hour worked. Paid vacations, holidays, personal days, personal holidays, jury duty, funeral leave, and other time off for which employee is paid by the Employer as provided in this Agreement shall be treated as hours worked.**

The said contribution shall be paid on or before the fifteenth (15th) day of each month for hours worked in the prior month. **Effective November 1, 2019, the Employer agrees to transmit all Legal Fund contributions electronically via ACH debit utilizing the SEIU 32BJ District 36 Benefit Funds EmployerXg Portal unless otherwise directed in writing for means other than electronic transmittals.**

SECTION 35.2 Each Employer adopts the provisions of, and agrees to comply with and be bound by, the Trust Agreement establishing the Legal Services Fund and all amendments thereto, and also hereby irrevocably designates as his representatives the Trustees named as Employer Trustees in said Trust Agreement, together with their successors selected in the

manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of said Trust, and all actions to be taken by such Trustees within the scope of their authority.

ARTICLE 36
BREAKS

The Employer will maintain its current practices with respect to breaks for Employees. Notwithstanding the above, no Class 1 Janitorial employee who is working a six (6)-hour schedule shall be required to take a mandatory unpaid break.

ARTICLE 37
JOB POSTING

SECTION 37.1 Whenever a regular position becomes available, the Employer will post the job for a period of five (5) work days. Anyone so desiring may bid on the position, if it involves a shift change or a higher rated position for the bidder. When the seniority (as described below), skill, and ability and other relevant factors of the applicants are approximately equal, the senior employee shall be awarded the position. The other relevant factors to be considered in filling the vacancy shall be physical adaptability and appearance, the employee's record of attendance, performance as demonstrated in the employee's present or previous occupations and knowledge of the occupation which is being filled. When the position at issue is for a higher rated job, the applicants' building seniority shall apply. When the position at issue involves a shift change within the applicants' incumbent classification, classification seniority shall apply.

SECTION 37.2 Existing regular employees, including fill-in/floater employees, shall have preference over supplemental employees for any job posting.

ARTICLE 38
TOOLS

The Employer shall supply special tools and replace same if lost, broken or stolen.

ARTICLE 39
IMMIGRATION

SECTION 39.1 Work Authorization and Reverification

The Employer shall not impose work authorization verification or reverification requirements greater than those required by law.

A worker going through the verification or reverification process shall be entitled to be represented by a Union representative.

The Employer shall provide to the employee written notification when it contends that his/her work authorization documents or I-9 Form are deficient, or that the employee must reverify his/her work authorization, specifying (a) the specific document or documents that are

deemed to be deficient and why the document or documents are deemed deficient; (b) what steps the worker must take to correct the matter; and (c) the employee's right to have a Union representative present during the verification or reverification process. The notice must be provided to the Union at the same time that it is sent to the employee so that the Union may comment on the communication.

Upon request, the Employer agrees to meet and discuss with the Union the implementation of a particular verification or reverification process. The decision regarding such process shall be as determined by the Employer.

The employee shall have the right to choose which work authorization documents to present to the Employer during the verification or reverification process, provided such documents are genuine and acceptable under the law.

The Employer shall grant up to four (4) months leave to the employee, without pay and benefits, in order to correct any work authorization issue. Upon return from leave and remediation of the issue, the employee shall return to his/her former position, without loss of seniority. If the employee does not remedy the issue within four (4) months, the employee may be discharged for cause.

SECTION 39.2 SSA No-Match Letters or Other No-Matches

Except as required by law, neither a Social Security Administrative "no-match" letter, nor a phone or computer verification of a no-match, shall constitute a basis for taking any adverse employment action against an employee, for requiring an employee to correct the no-match or for reverifying the employee's work authorization. Upon receipt of a no-match letter, the Employer shall notify the employee and provide the employee and Union with a copy of the letter.

SECTION 39.3 Change in Social Security Number or Name

Except as prohibited by law, when an employee presents evidence of a name or social security number change, or updated work authorization documents, the Employer shall modify its records to reflect such change and the employee's seniority will not be affected. Such change shall not constitute a basis for adverse employment action, notwithstanding any information or documents provided at the time of hire, so long as the new evidence is genuine

SECTION 39.4 Participation in E-verify and Similar Programs

If the Employer participates in E-verify or other similar state or local programs, the Employer shall:

(a) Provide the Union a copy of its E-verify or other Memorandum of Agreement with the relevant government agency;

(b) Shall not use E-verify except for new hires, unless required by law. For purposes of federal E-verify, an employee shall not be considered a new hire as provided in 8 CFR § 274a.2(b)(1)(viii); and

(c) Provide any affected employee 4 months leave to correct a final non-confirmation or similar determination of lack of work authorization.

SECTION 39.5 Employment Records

Within ten (10) business days of the request, the Employer shall provide employees with documents demonstrating the Employees' employment history with the Employer and/or at the location.

ARTICLE 40
VETERANS' RIGHTS

Leaves of absence, reemployment rights, and maintenance of benefits for employees who are now or may later be in the armed services of the United States shall be governed by the applicable provisions of federal and state laws.

ARTICLE 41
SECURITY BACKGROUND CHECKS

SECTION 41.1 All employees shall be subject to security background checks at any time. The Employer shall provide the Union prior notice that a background check will occur. An employee shall cooperate with an Employer as necessary for obtaining security background checks. Any employee who refuses to cooperate shall be subject to appropriate action. Employees who fail such security background check shall be subject to appropriate action.

SECTION 41.2 For the purpose of this provision, just cause to terminate an employee who has failed a security background check exists only if it is established that one or more of the findings of the background security check is directly related to his/her job functions or responsibilities, or that the continuation of employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public or constitute a violation of any applicable governmental rule or regulation. The amount of time elapsing since a criminal conviction will be considered a significant factor in determining just cause for termination of an employee. If the customer determines that the employee has failed a security background check, but the Employer lacks cause for termination under this provision, the terms of Article 42 (Involuntary Removal) shall apply.

SECTION 41.3 All security background checks shall be confidential, and may be disclosed only to the Union as necessary for the administering of this Agreement and/or as required by law. The Employer shall pay all costs of any security background checks, except with respect to new hires.

ARTICLE 42
INVOLUNTARY REMOVAL

SECTION 42.1 The Employer may remove an employee from further employment at a particular location, provided there is a good faith reason to justify such removal, apart from a customer demand. Unless the Employer has cause to discharge the employee, the Employer will place the employee in a similar job at another facility covered by this Agreement, without loss of

entitlement seniority or reduction in pay, benefits, or, to the extent possible, hours. The Employer may not solicit a demand from a customer that an employee be removed from a location in an effort to circumvent Section 21.1 of this Agreement.

SECTION 42.2 In the event an employee is transferred to another building pursuant to Section 42.1and is not filling a vacant position, the Employer shall seek volunteers for transfer to the building from which the initial transfer occurred on the basis of seniority within the job title. If there are no volunteers, the junior employee shall be selected for transfer and receive the same protections offered to the transferred employee.

ARTICLE 43
TERM OF AGREEMENT

SECTION 43.1 Except as herein otherwise expressly provided, this Agreement shall become effective as of the **16th day of October, 2019,** and shall remain in full force and effect up to and including the **15th day of October, 2023.**

SECTION 43.2 Upon the expiration date of this Agreement as set forth above, this Agreement shall thereafter continue in full force and effect for an extended period until a successor agreement shall have been executed. During the extended period, all terms and conditions hereof shall be in effect subject to the provisions of this paragraph. During the extended period, the parties shall negotiate for a successor agreement retroactive to the expiration date, and all benefits and improvements in such successor agreement shall be retroactive, if such agreement shall so provide. In the event the parties are unable to agree upon terms of a successor agreement, either party, upon three (3) days written notice to the other, may terminate this Agreement.

[Signatures on next page]

EXECUTED as of the day and year first above written.

BUILDING OPERATORS LABOR RELATIONS DIVISION OF BUILDING OWNERS AND MANAGERS ASSOCIATION OF PHILADELPHIA

By: _____

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ

By: _____

BMCA APPENDIX

Except as set forth in his Appendix, the provisions of the foregoing Agreement shall apply to buildings described below as BMCA buildings and to the classifications listed below. In the event of a conflict between the provisions of this Appendix and the Agreement, the provisions of this Appendix shall govern. The section designations in this Appendix correspond to those in the Agreement, unless otherwise indicated.

ARTICLE 1
RECOGNITION

Section 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees performing property service work within the City of Philadelphia in properties described in Section 4.1 of this Appendix, including, BMCA Janitorial Cleaners - Light, BMCA Janitorial Cleaners - Heavy, BMCA Elevator Operators, BMCA Elevator Starters, BMCA Maintenance Mechanics, and BMCA Licensed Engineers.

ARTICLE 4
APPLICATION OF AGREEMENT

Section 4.1 All terms and conditions of the Agreement and this Appendix shall apply to 1) all locations subject to the BMCA Agreement expiring January 15, 2008; 2) Museums and Universities in Philadelphia; 2) commercial office buildings under 50,000 square feet in Center City Philadelphia (as defined in Section 4.1 of the Agreement); and 3) all commercial office buildings outside of Center City Philadelphia over 100,000 square feet. As to any such location first becoming subject to the Agreement during its term, there shall be a four (4)-year phase-in for wages and applicable benefits. The specific schedule on which the wages and benefits shall be phased in during this four (4)-year period shall be subject to bargaining between the Employer and the Union, provided that at the end of this period, the Employer shall pay the full wages and benefits specified for the classifications at these categories of locations. At the time an Employer becomes obligated to contribute to a benefit fund under the Agreement, the Employer shall contribute no less than the full rate for the benefits provided by that fund.

Section 4.1A All terms and conditions of the Agreement and this Appendix shall also apply to the following locations in Philadelphia, except that economic terms and conditions shall be subject to rider bargaining on a location-specific basis: 1) all industrial locations over 100,000 square feet; 2) all stadiums and arenas; 3) SEPTA stations; 4) any other facilities greater than 100,000 square feet not otherwise subject to Appendix Sections 4.1 and 4.1A; 5) special service districts; 6) trucking facilities; and 7) all publicly contracted work not subject to Sections 4.1, 4.2 and 4.3 of the Agreement. Rider bargaining will also include issues unique to the particular location because of the nature of its operation and requirements.

Section 4.1B If the Union and the Employer are unable to reach agreement on a rider for any location subject to rider bargaining hereunder, or with respect to a phase-in of wages and benefits for any location subject to phase-in bargaining, upon receipt of written notice from either party to the other forty-eight (48) hours in advance, either party may engage in economic action at the particular location only, notwithstanding any other provision in the Agreement.

Section 4.1C Notwithstanding any other provisions of the Agreement or this Appendix, the wage rates, benefits, and conditions of employment for services performed pursuant to contracts at locations subject to the Agreement and this Appendix with any agency, department, or division of the United States Government, or for services performed in any premises leased or rented by any such agency, department, or division, shall be the wage rates, benefits, and conditions of employment established by the Secretary of Labor. These rates, benefits, and conditions of employment shall apply only to the premises covered by this paragraph.

Section 4.1D The Agreement and this Appendix shall also apply to locations falling within Sections 4.1 and 4.1A of this Appendix where the Employer at the time of the Agreement is operating under a site agreement with the Union; provided, however, that the economic terms applied to such locations under such site agreement shall be the base to which increases hereunder in wage rates, benefit fund contributions and other economic terms shall be added after expiration of the site agreement. The increases thus added will be those scheduled to take effect after expiration of the site agreement. The parties also agree that any previously-agreed terms and conditions applicable to issues unique to these locations will remain in effect unless the Union and the Employer agree otherwise

ARTICLE 7
WAGES AND OVERTIME

Section 7.1 Effective **November 1, 2019**, all employees shall receive an increase of **2.5%** in their straight time hourly rates and all minimum hourly rates shall be as listed in Section 7.3. Effective **November 1, 2020**, all employees shall receive an increase of **2.75%** in their straight time hourly rates and all minimum hourly rates shall be as listed in Section 7.3. Effective **November 1, 2021**, all employees shall receive an increase of **2.75%** in their straight time hourly rates and all minimum hourly rates shall be as listed in Section 7.3. Effective **November 1, 2022,** all employees shall receive an increase of **2.5%** in their straight-time hourly rates and all minimum hourly rates shall be as listed in Section 7.3.

The Elevator Operator and Elevator Starter job classifications shall be phased out. Incumbents in both such classifications will be grandfathered and will remain in those positions, and their wage rates will be red-circled above the Janitorial Cleaner - Heavy rate of pay so long as they remain in such classifications. These employees shall not be replaced. Incumbents, to the extent that they are physically able, may be required to perform Janitorial Cleaner - Heavy work.

Section 7.3 The Classifications and effective hourly rates are as follows:

CLASSIFICATION	Current Rate	11/01/19	11/01/20	11/01/21	11/01/22
Janitorial Cleaner - Light	**$17.54**	**$17.98**	**$18.47**	**$18.98**	**$19.46**
Janitorial Cleaner - Heavy	**$17.54**	**$17.98**	**$18.47**	**$18.98**	**$19.46**
Snow Shoveler and Grass Cutters	**$18.23**	**$18.69**	**$19.20**	**$19.73**	**$20.22**

CLASSIFICATION	Current Rate	11/01/19	11/01/20	11/01/21	11/01/22
Elevator Operator (Incumbent Only)	**$17.66**	**$18.10**	**$18.60**	**$19.11**	**$19.59**
Elevator Starter (Incumbent Only)	**$17.72**	**$18.16**	**$18.66**	**$19.18**	**$19.66**
Maintenance Mechanic	**$19.68**	**$20.17**	**$20.73**	**$21.30**	**$21.83**
Security Personnel	**$17.54**	**$17.98**	**$18.47**	**$18.98**	**$19.46**
Licensed Engineer	**$20.10**	**$20.60**	**$21.17**	**$21.75**	**$22.29**

Section 7.5

(a) The Employer agrees to compensate every employee for time worked in excess of forty (40) hours per week, or during other than his/her regular hours of work, at one and one-half times the normal rate of pay of the employee involved. The Employer also agrees to compensate the employee at one and one-half times the normal rate of pay of the employee involved, for any time worked by the employee in excess of eight (8) hours per day, provided that in the week in which the work is performed the employee has either worked forty (40) hours or, by past practice, is entitled to credit for forty (40) hours of work. However, employees hired before July 15, 2004 shall receive overtime compensation after working six (6) hours per day, or forty (40) hours per week. [This modification of Section 7.5(a) addresses only daily and weekly overtime. All other provisions of Section 7.5(a) remain unchanged.]

ARTICLE 8
HOLIDAYS

[In place of entire Article 8]

Section 8.1 Whether or not required to work on the following holidays or days celebrated as such holidays, and irrespective of whether any such holiday or day celebrated as such holiday shall be regular workday, every employee who has completed his probationary period shall be paid each of the following holidays at full pay: New Year's Day, Martin Luther King, Jr.'s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and a ninth (9th) holiday, a tenth (10th) holiday and an eleventh (11th) holiday as provided in Sections 8.2 and 8.3.

Section 8.2 To be entitled to a ninth (9th) paid holiday, the employee must have been in the employ of the Employer for two (2) years. Such ninth (9th) paid holiday shall be the employee's birthday; provided, however, that if said birthday should fall on an employee's day off or on one of the eight (8) enumerated holidays, the Employer and the affected employee shall agree upon an alternate date for such employee's paid holiday.

Should any of the eight (8) enumerated holidays fall on Saturday, each employee shall have the right to work on the normal workday preceding the holiday and, in addition, be paid for

the holiday, or, if the employee prefers and the Employer agrees, the employee may absent himself the day preceding the holiday and be paid for such day if the employee is otherwise eligible for holiday pay.

Section 8.3 After two (2) years of service, tenth (10th) and eleventh (11th) paid holidays shall be added to be taken as additional personal holidays. The eleventh (11th) paid holiday shall be available to an eligible employee only after January 15, 2008.

Section 8.4 Where the building owner (customer) requires that work be done on Martin Luther King's Birthday or Good Friday, the Employer may give another day as a holiday in lieu of Martin Luther King's Birthday or Good Friday. Exempt from this Section 8.4 are those buildings (customers) that regularly work all holidays (Christmas and New Year's Day excluded). Verification from a building owner (customer) requiring work on Martin Luther King's Birthday or Good Friday must be furnished to the Union on request.

Section 8.5 Probationary employees shall not receive holiday pay unless they are required to work the holiday in which case they shall receive the same pay as other employees who are required to work the holiday.

ARTICLE 10
CONVERSION AND SEVERANCE PAY

[In place of Sections 10.1 through 10.4]

Section 10.1 In the event the Employer discontinues its business in Philadelphia or vicinity, or a building in which employees work closes, severance payments shall be made to eligible employees then actively at work whom the Employer does not retain in employment elsewhere. An eligible employee is one whose service equals or exceeds five (5) years. Severance pay will be at the rate of two (2) days of pay for each year of service, to a maximum of fifty (50) days of severance pay. A day's pay shall mean current straight-time hourly earnings based on the employee's normal working day. For example, if an employee is a part-time employee working a four (4) or five (5) hour day, etc., his "one day's pay" shall be four (4) or five (5) hours pay, as the case may be.

Section 10.2 Tender of such payment shall constitute a release from and extinguishment of any and all claims or rights that may be asserted by the employees and/or the Union in connection with or arising out of the discontinuance of the business, irrespective of whether the business is liquidated or removed (unless such removal is within a radius of fifty (50) miles from Philadelphia, PA, in which event the employees will be offered employment at such location and have an option to accept employment or severance pay in lieu thereof), and no such claims or rights shall be asserted in arbitration or litigation. Upon the tender of such payments, the employee shall be deemed to have fully and completely terminated his/her service and seniority with the Employer.

ARTICLE 15

HEALTH AND WELFARE

Section 15.1 The Employer shall make contributions to the SEIU Local 32BJ BOLR Welfare Fund on behalf of employees working in BMCA locations as described in this Appendix, as follows:

a. Through **November 30, 2019 – $694** per month for full-time employees (30 or more hours per week regular schedule); **$380** per month for part-time employees.

b. Effective **December 1, 2019– $729** per month for full-time employees (30 or more hours per week regular schedule); **$399** per month for part-time employees.

c. Effective **November 1, 2020 - $766** per month for full-time employees (30 or more hours per week regular schedule); **$419** per month for part-time employees.

d. Effective **November 1, 2021 - $804** per month for full-time employees (30 or more hours per week regular schedule); **$440** per month for part-time employees.

e. Effective **November 1, 2022 - $844** per month for full-time employees (30 or more hours per week regular schedule); **$462** per month for part-time employees.

ARTICLE 16
PENSION

Section 16.1 The Employer shall contribute to the current Service Employees International Union Local 32BJ, District 36 BOLR Pension Fund ("Pension Fund") or such other fund as might succeed it, **$1.34** per hour on behalf of employees working in BMCA locations as described in this Appendix.

Effective December 1, 2019 - $1.48 per hour.

Effective November 1, 2020 - $1.54 per hour.

Effective November 1, 2021 - $1.60 per hour.

Effective November 1, 2022 - $1.66 per hour

The parties shall direct the BOLR Pension Fund Trustees to increase the accrued monthly pension to $22.08 multiplied by such Participant's credited service in the period beginning January 1, 2020.

Section 16.1A With respect to the BMCA Pension Fund:

Payments to the Pension Fund shall commence on the anniversary date following the date on which an employee becomes a participant in the Pension Fund. Such an employee shall become a participant on the first day of the month following the anniversary date of such employee's entry into covered employment, if such employee completes at least 1,000 hours of work in covered employment within the twelve (12) consecutive month period following the employee's entry into covered employment. If the employee does not satisfy that requirement, he/she shall become a participant in the Pension Fund on the first day of the Plan Year (November 1) following the Plan Year (November 1 – October 31) in which he/she completes 1,000 hours of work in covered employment.

ARTICLE 34
HOURS

[In place of entire Article 34]

In connection with work covered by this Appendix, the Employer may utilize schedules and part-time employees, as has been done in the past. A part-time employee is one whose regular schedule is less than thirty (30) hours per week. In connection with commercial office buildings over 100,000 square feet outside Center City Philadelphia, the minimum scheduled hours shall be five (5) hours per day (twenty-five (25) hours per week). In the event the Employer demonstrates that the customer will not agree to a five (5) hour daily schedule, and the Union is unable to persuade the customer to change its position, the Union and the Employer will meet to discuss the appropriate schedules for the building.

The Employer shall not reduce the hours of employees who are regularly scheduled to work more hours than the contractual minimum, unless at least one of the criteria provided in Section 26.1 of this Agreement is present.

The Employer agrees that it will not, without the agreement of the Union, reduce the existing regular straight-time schedules at a location covered by this Appendix as of the effective date of the Agreement, unless permitted by some other provision of the Agreement or this Appendix.

DISABILITY

During the first week of disability caused by any injury to an employee in the course of employment, the Employer will nevertheless pay the employee his/her full wages for all time lost during the first week of disability. Such disability shall, on demand of the Employer, be certified by a reputable physician to be designated by the Employer, which shall pay the physician's charge, unless the physician finds the employee is not able to work. Should the period of disability be more than one week, the finding of the Workers' Compensation referee shall be conclusive as to the employee's inability to work and whether the injury or illness was suffered in the course of the employee's employment. Employees shall provide the Employer with prompt notice of a work-related injury or illness. In the event of a good faith question as to

whether the injury or illness is work-related, the Employer may withhold payment until that fact has been established by its Worker's Compensation carrier or a referee, or otherwise.

APPENDIX 1

DRUG AND ALCOHOL POLICY

I. General Policy.

The Union and BOLR are committed to programs that promote safety in the work place, employee health and well being, and building owner and manager confidence. Consistent with the spirit and intent of this commitment, the parties have developed this policy regarding the sale, use, possession or distribution of controlled substances and alcohol by employees covered by this Agreement. It is the policy and goal of the parties to create and maintain a working environment which is free of alcohol and illegal and non-prescribed controlled substances and their effects, in order to provide a safe and efficient work place and to ensure that employee alcohol and controlled substance use does not jeopardize an Employer's operations, nor otherwise affect the Employer, its employees, building owners, managers and tenants or the public. It is also the policy and goal of the parties to provide for rehabilitation of employees with a drug or alcohol problem, through appropriate counseling and treatment.

II. Employee Assistance Program (EAP).

It is the parties' policy to offer referral to appropriate services and rehabilitation programs which emphasize training, education, prevention, counseling and treatment to employees when personal concerns, such as controlled substance or alcohol use or abuse, arise which may affect the employee's work performance or the performance of an Employer. Employees are encouraged to seek assistance before his or her controlled substance or alcohol problems lead to disciplinary action, as provided for in Section III below. Except as provided herein, employees will not be subject to discipline for a violation of this policy and shall be eligible for at least two (2) rehabilitations in lieu of discipline. All communications relating to the Employee Assistance Program will be kept confidential.

III. Rules Regarding Controlled Substances and Alcohol.

A. The sale, manufacture, dispensing or distribution of illegal or non-prescribed controlled substances on Employer premises, or the premises of a building in which the employee is working, or while the employee is on duty, is prohibited. Employees violating this rule are subject to immediate discharge.

B. The use or possession of any illegal or non-prescribed controlled substance, the use of alcohol, or the possession of an opened container of alcohol, during working hours (including lunch and breaks) or at any time on Employer property or on the premises of a building in which the employee performs work under this Agreement, is prohibited and cause for immediate discharge. It shall not be a violation of this paragraph for an employee to have unopened containers of alcohol stored in his/her vehicle.

C. Reporting to work or being on duty under the influence of, or impaired by, alcohol or any illegal or non-prescribed controlled substance is prohibited. An employee will be considered under the influence of alcohol or a controlled substance where, as a result of using a drug or

alcohol, his or her condition affects his or her ability to perform work in a safe and effective manner. Non-probationary employees who have a positive drug or alcohol test for reasonable suspicion shall be offered at least two (2) opportunities at rehabilitation as provided for in paragraph V.A.3 below. Probationary employees shall be terminated.

D. An employee's refusal or failure to participate in the EAP when required herein, a positive test following two approved rehabilitations, and refusal to submit to appropriate testing procedures, are all cause for discharge. An employee whom a supervisor believes to be "under the influence" will be relieved of duty so that a test may occur. If feasible, a steward shall be permitted to consult with the employee and supervisor prior to the employee being relieved from duty for the administration of a test. The supervisor will also arrange for the employee to be escorted to a medical facility for testing or, if the employee refuses to undergo testing, the supervisor will arrange for him or her to be escorted home.

E. Employees who are taking a prescribed controlled substance under the care of a physician which could affect their ability to work safely and effectively, must advise their supervisor so appropriate arrangements can be made in the event a problem arises with respect to the employee's safety or job performance. Such information will be kept confidential and made available only to those who have a need to know.

IV. Training and Education.

All employees shall receive a copy of this plan. Employees can obtain from the Welfare Plan educational information and referral sources, and are encouraged to seek advice and/or treatment when they suspect the existence of a problem.

V. Alcohol and Controlled Substance.

A. Types of Testing.

Scientific testing for the presence of alcohol or drugs in an employee's body may occur in the following circumstances:

1. Pre-Placement Testing

If required by a building owner or manager, or at the election of the Employer, all newly hired employees into a building may be given urine or breath tests to detect alcohol and/or illegal or non-prescribed controlled substances in their systems. Positive test results for controlled substances or alcohol will be considered in making the final employment decision. Such testing will also apply to individuals who reapply for employment after leaving the Employer either through resignation or termination. Refusal to undergo an alcohol or controlled substances test will be grounds for the denial of employment or re-employment. BOLR and the Union acknowledge that the Union does not represent any individual who is not employed by an Employer of the BOLR at the time of the individual's application for any position, nor has the Union entered into negotiations on behalf of any individual who is an applicant for employment. Rather, BOLR has unilaterally incorporated this provision into this policy. When there is a change of contractors in a building, drug testing will take place only if required by building

management or ownership. Proof of such demand by building management or ownership will be provided to the Union upon request. If an employee tests positive, the employee will be entitled to treatment under Section III (C) and will not be terminated.

2. Reasonable Suspicion of Use

a. If the Employer has a reasonable suspicion that an employee has used or is under the influence of, or is impaired by, alcohol or an illegal or non-prescribed controlled substance, it may require the employee to submit to medical evaluation or controlled substances and alcohol testing (through urine, breath or other diagnostic tests).

b. The employee's refusal to submit to or cooperate with the medical evaluation or testing, including the signing of any necessary consent forms, and/or providing necessary specimens, will result in his/her discharge in accordance with Section VII.E below. Employees who test positive for reasonable suspicion are eligible for rehabilitation, as specified below.

c. The term "reasonable suspicion" as used in this policy means generally that there is the existence of a reasonable and articulable belief that the employee is using an illegal or non-prescribed controlled substance or alcohol on the basis of specific, contemporaneous, physical, behavioral, or performance indicators of probable drug use. Circumstances or conditions which may support such a belief include, but are not limited to: impairment or deterioration of job performance; exhibition of abnormal mental or physical conditions or behavior; observations relating to speech, appearance and/or body odor; engaging in or exhibiting conduct which jeopardizes the safety of the work place, employees, property or the public; involvement in an unusual on-the-job accident or incident, repeated errors on the job, regulatory or Employer rule violations, or unsatisfactory time and attendance patterns. If feasible under the circumstances, a steward who is then on the premises shall be notified when an employee is to be tested for reasonable suspicion.

d. A written report will be prepared within three (3) days detailing the circumstances which formed the basis to warrant testing. The Employer will forward any written reports created pursuant to this subsection to the Union within forty-eight (48) hours of the receipt of such reports.

3. Follow-Up Testing

a. Employees are subject to unannounced follow-up drug and alcohol testing for twelve (12) months from the date of return from a first rehabilitation program. Should an employee have a verified positive drug test result, or positive alcohol test result, he/she will be required to attend a second formally structured rehabilitation program, and shall be subject to all conditions set forth herein. After a second rehabilitation program, employees are subject to unannounced follow-up drug and alcohol testing for an additional twelve (12) months. Such tests will occur no more frequently than **four (4) times** per calendar month.

b. If the employee tests positive for marijuana or PCP on a return-to—work test, and an immediate pre-rehabilitation test was positive for the same drug, then he/she will be

afforded a retest in 7 to 10 calendar days. Such a positive return to work test result for marijuana or PCP will not be disqualifying unless test results suggest use subsequent to that last positive test(s). If the employee tests positive for any other substance, or alcohol, he/she will not be afforded the retest described immediately above. An employee whose return to work test is positive after his/her first rehabilitation hereunder shall be afforded the opportunity for a second rehabilitation. An employee whose return to work test is positive after his/her second rehabilitation hereunder shall be terminated, subject to VIII, C below.

VI. On-the-Job Injuries

A. Following an on-the-job injury which requires off-site medical treatment, an employee may be required to submit to controlled substance and alcohol testing along with any other medical evaluation.

B. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

VII. Testing Procedures – Specimen Collection

A. In order for there to be a reasonable suspicion that an employee is impaired by, or under the influence of, alcohol or an illegal or a non-prescribed controlled substance, the employee should be observed by a supervisor or manager.

B. All urine drug specimen collections will be unwitnessed with the exception of cases where tampering is suspected or where there is a past history of tampering; or cases of reasonable suspicion testing; or where an individual has been previously identified as a substance user by either prior tests indicating the presence of controlled substances without medical authorization or by prior rehabilitation, and the urine test is administered during their 12 month post rehabilitation period. All witnessed testing will be by a person of the same gender as the employee providing the specimen.

C. Testing for alcohol or controlled substances will be performed by laboratories which have been certified and licensed under federal or state law, and which follow the Mandatory Guidelines for Federal Workplace Drug Testing Programs set forth by the United States Department of Health and Human Services.

D. All urine drug testing will be performed by the split specimen method. In the event that the urine drug test is verified positive, the employee may request that the split specimen be tested by a different Department of Health and Human Services certified laboratory, at the employee's expense, for the presence of drugs for which a positive result was obtained on the test to the primary specimen. If an initial screening test conducted by the laboratory indicates positive findings, a confirmatory test, using gas chromatography and mass spectrometry, will be conducted.

E. In the case of a failure to provide an acceptable urine specimen, the employee shall be given a period of two (2) hours during which he/she may ingest no more than 24 fluid ounces of liquid. Failure to provide an acceptable urine specimen at the end of this period will result in an additional four (4) hour time period during which the employee shall be considered to be undergoing a reasonable suspicion test. Failure to provide an acceptable urine specimen within the additional period shall result in discipline, up to and including termination.

F. In the event an individual is unable to provide an adequate breath specimen, he/she shall be required to undergo an immediate reasonable suspicion blood alcohol test. Refusal to cooperate in providing a blood sample will result in discipline up to and including termination.

G. Alcohol assays of blood performed pursuant to this policy and procedure shall be conducted by a reputable testing agency or hospital laboratory using standard biomedical techniques following established chain of custody collection procedures.

VIII. Response to a Positive Drug or Alcohol Test

A. A non-probationary employee who has a verified positive drug test result administered pursuant to drug testing as set forth in this policy will be required to attend a formally structured rehabilitation program and shall be subject to the conditions set forth herein. Probationary employees shall be terminated.

B. When an employee's first rehabilitation program is either partially or totally outpatient, that employee may return to work while still participating in that outpatient program.

C. In no case shall any employee be afforded more than two (2) opportunities to participate in an approved rehabilitation program, whether such programs are on an in-patient or out-patient basis; provided, however, that an employee who has not been a participant in a drug or alcohol rehabilitation program, for ten (10) years from his/her most recent rehabilitation program, may be eligible for participation in one (1) additional rehabilitation program for purposes of this policy; provided, further, that an employee whose initial participation in the rehabilitation process has been because of his voluntary entry into that process or as a result of random testing and who has not been a participant in a drug or alcohol rehabilitation program for five (5) years from his/her most recent rehabilitation program will be eligible for participation in one (1) additional rehabilitation program for purposes of this policy; provided, further, that under extraordinary circumstances, the Employer in its discretion may consider further rehabilitation opportunity for such employee prior to the expiration of the above referenced periods.

D. Rehabilitation programs referenced herein shall be of the type and length approved by an appropriate evaluator and covered by the Welfare Plan. All costs for such programs shall be borne by the Plan or by the employee.

E. An employee who fails to participate satisfactorily in a rehabilitation program hereunder shall be subject to immediate discharge,

F. The Union reserves the right to present and prosecute as arbitrable, grievances regarding any discipline or discharge actions taken pursuant to terms of this policy and procedure.

IX. Inspections

The Employer reserves the right to carry out reasonable searches of employees and their property, including, but not limited to, lockers, lunch boxes, and private vehicles if parked on Employer premises. Such inspections will be limited to circumstances in which the Employer has reason to suspect that the individual has violated or is in violation of this policy. Such inspection will take place in the presence of a steward or, in the absence of a steward, in the presence of another employee. Refusal to cooperate in a search hereunder will subject the employee to immediate discharge.

APPENDIX 2

MECHANICS AND MAINTENANCE WORKERS
LICENSED ENGINEERS AND OPERATING ENGINEERS

License and Certification Costs

1. With respect to employees whom the Employer requires to have a Class A License, the Employer will reimburse the employee for the following:

   a. Testing Fees

   b. City of Philadelphia ($25 max.)

   c. Exam fee ($75 max.)

   d. Annual License Fee ($20 max.)

   e. Books ($75 max.)

2. The Employer will reimburse any employee whom it requires to have an EPA Certification a maximum of $100.

APPENDIX 3

SEX HARASSMENT

BOLR and the Union agree that all employees are entitled to work in an environment free from sexual harassment and the Employer will not tolerate sexual harassment by co-workers or supervisors. The Employer will follow the steps set forth below with respect to allegations of sexual harassment, including allegations against a third party (neither a co-worker nor a supervisor).

A. Examples of sexual harassment include, without limitation:

1. **Unwelcome sexual advances**
2. **Inappropriate touching or contact**
3. **Offensive jokes or conversation of a sexual nature**
4. **Showing or sharing lewd pictures or video**
5. **Demeaning a person because of gender or gender identity**
6. **Other conduct of a sexual nature that interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment**

B. In accordance with Article 6, Section 6.2(c) of this Agreement, the Employer is to designate an official or maintain a hotline to receive employees' complaints of sexual harassment. Any complaint or report of sexual harassment should be made as promptly as possible to facilitate the Employer's investigation.

C. The Union will cooperate with the Employer in conducting any investigation of sexual harassment complaint or report. Upon the Union's request, and if the employee lodging the complaint does not object, the Employer will provide the Union with all material non-privileged information regarding the underlying facts. Whether or not the employee lodging a complaint objects, the Union shall be entitled to receive information concerning a bargaining unit employee who has been the subject of one or more other allegations of sexual harassment. If the employee lodging the complaint has objected, the Employer will make any redactions necessary to protect the identity of such employee. The Union will maintain the confidentiality of all information and documentation provided by the Employer.

D. Notice to the complaining employee specified in Section 6.2(c) regarding the results of the investigation and any action the Employer intends to take as a consequence of its findings will be in writing and, if the employee does not object, provided to the Union. Whether or not the employee lodging a complaint objects, the Union shall be entitled to receive the results of the investigation if the alleged harasser is a bargaining unit employee who has been the subject of one or more other allegations of sexual harassment. If the

employee lodging the complaint has objected, the Employer will make any redactions necessary to protect the identity of such employee.

E. Upon receiving a report of sexual harassment by an employee, the Employer will take reasonable steps to ensure that such employee does not have direct contact with the employee by whom he or she is alleged to have been harassed until such time as the Employer has completed its investigation and made a determination as to the allegation. The Employer has the right to transfer an accused employee to another work site on a temporary basis or, where appropriate, to suspend such employee until the investigation is complete. If necessary, the Employer may temporarily transfer both (or all) parties to separate work sites until the investigation is complete. Temporary transfers under these circumstances will be done by mutual agreement with the Union, which shall not unreasonably withhold its assent.

F. In the event an employee has made a harassment claim regarding a third party (someone who is not an employee of the Employer), the Employer will advise the employer of such person of the allegation and, if the aggrieved employee requests, endeavor to provide the aggrieved employee with a temporary alternative work location away from the alleged harasser. Where appropriate, the Employer will also advise the property owner or manager. In providing such reports, the Employer will request that the third-party employer or building owner or manager promptly take appropriate steps to prevent a continuation or repetition of the challenged behavior.

G. Any employee who, after appropriate investigation, is found to have engaged in sexual harassment of another employee will be considered to have committed a serious act of misconduct and will be subject to disciplinary action, up to and including dismissal.

H. The Employer will not retaliate in any way against an employee who reports a claim of sexual harassment or who participates in a sexual harassment investigation.

I. Upon the Union's request, the Employer will provide the Union with the name of any official it designates under Section 6.2(c) to receive complaints of sexual harassment and will furnish the Union with documentation regarding the training it provides to its employees and supervisors in accordance with Section 6.2(b).

J. The Union shall designate one or more officials to work with Employers in connection with sex harassment claims lodged with an Employer by or regarding an employee. The Union will provide BOLR with the name of such official(s) who will be trained regarding sex harassment and handling sex harassment claims. All interactions between an Employer and the Union regarding sex harassment claims and issues shall be with such Union official(s).

SIDE LETTER #1

October 16, 2019

Mr. Robert G. Martin.
Building Operators Labor Relations
Division of Building Owners' and Managers' Association of Philadelphia
1515 Market Street
Suite 1305
Philadelphia, PA 19102

Re: Day Matrons

Dear Mr. Martin:

This "side-letter" shall constitute the agreement between the parties as to employees formerly classified as Day Matrons prior to the elimination of that classification.

Individuals employed as Day Matrons as of October 31, 1984 shall continue to be "red-circled" as to their wage rates and hours worked. Contract wage increases shall be added to the "red-circled" rates. The "red-circling" as to rates and hours shall apply to the individuals employed in the day matron position as of October 31st, 1984 only.

It is also understood that this shall not affect employees in the position of porter or day porter.

Would you kindly indicate your agreement by signing on the appropriate signature line below. One signed copy of this letter may be retained by you and the other should be returned to me, for my files.

Very truly yours,

Wayne MacManiman
on behalf of SEIU Local 32BJ

ACCEPTED:

Robert G. Martin, President
BOLR

SIDE LETTER #2

October 16, 2019

Mr. Robert G. Martin
Building Operators Labor Relations
Division of Building Owners' and Managers' Association of Philadelphia
1515 Market Street
Suite 1305
Philadelphia, PA 19102

Re: Vacation Rights Upon Change in Employer or Ownership/Management

Dear Mr. Martin:

This "side-letter" shall clarify the parties' intent in eliminating the following paragraph from Article 9, Section 9.6:

If a building owner, manager or contractor ceases to employ an employee as a result of a sale, transfer or loss of contract, it shall be responsible for paying the successor a proportion of the employee's vacation pay equal to the proportion which the number of whole months worked since the preceding January 1st bears to twelve (12) months to be calculated in the same manner as provided in Section 9.3 of this Article.

The removal of this language does not in any way alter the rights and obligations set forth in the remaining language of Article 9, Section 9.6; the employees' current and future vacation rights shall not in any way be diminished by the change in ownership, management or cleaning contractor.

Would you kindly indicate your agreement by signing on the appropriate signature line below. One signed copy of this letter may be retained by you and the other should be returned to me, for my files.

Very truly yours,

Wayne MacManiman
on behalf of SEIU Local 32BJ

ACCEPTED:
Robert G. Martin, President
BOLR

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SIDE LETTER #3

October 16, 2019

Mr. Robert G. Martin
Building Operators Labor Relations
Division of Building Owners' and Managers' Association of Philadelphia
1515 Market Street
Suite 1305
Philadelphia, PA 19102

Re: Pension Benefits Increase

Dear Mr. Martin:

By this "side-letter" the parties agree that for the term of this Agreement, Article 16, Section 16.5 shall be suspended and shall not restrict any increase in benefits that the Trustees of the Service Employees International Union Local 32BJ, District 36 BOLR Pension Fund might effect in accordance with the parties' contemplation in agreeing to the increased contributions to the Pension Fund set forth in Article 16, Section 16.1.

Would you kindly indicate your agreement by signing on the appropriate signature line below. One signed copy of this letter may be retained by you and the other should be returned to me, for my files.

Very truly yours,

Wayne MacManiman
on behalf of SEIU Local 32BJ J

ACCEPTED:
Robert G. Martin, President
BOLR

SIDE LETTER #4

October 16, 2019

Robert G. Martin, President
Building Operators Labor Relations Division of
Building Owners and Managers Association of Philadelphia
1515 Market Street
Suite 1305
Philadelphia, PA 19102

Re: Card Check Recognition

Dear Mr. Martin:

This "side-letter"constitutes the parties' agreement concerning recognition and bargaining with respect to charter schools and residential buildings in the City of Philadelphia, and the Philadelphia International Airport.

An Employer shall recognize Local 32BJ pursuant to a card check based on the Union's demonstration of majority support through authorization cards or petitions on a location/account basis for all classifications of employees employed in charter schools and residential buildings in the City of Philadelphia, and for all classification of employees, including airline carrier contractor employees, employed at the Philadelphia International Airport, not already covered by the Agreement or BMCA Appendix to the Agreement.

Within five (5) business days of the Union's request, the Employer shall provide a list of the proposed unit employees and their contact information (including home address, home and cell phone number, and email address). Within five (5) business days of the Union's request, the Employer shall hold a card check to determine the Union's majority status, and if majority status is demonstrated, recognize and bargain with the Union for the requested unit(s).

All economic and non-economic terms at such locations shall be subject to rider bargaining.

Any disputes concerning this Side Letter shall be resolved pursuant to binding arbitration before an Arbitrator appointed pursuant to Article 24 of the Agreement.

Very truly yours,

Wayne MacManiman, Jr.,
on Behalf of SEIU Local 32BJ

ACCEPTED:

Robert G. Martin, President
BOLR

SIDE LETTER #5

October 16, 2019

Robert G. Martin, President
Building Operators Labor Relations Division of
Building Owners and Managers Association of Philadelphia
1515 Market Street
Suite 1305
Philadelphia, PA 19102

Re: Maintenance Mechanic Apprentice

Dear Mr. Martin:

This "side-letter" confirms that the wage rates, progressions, duties, qualifications, and other criteria for a Maintenance Mechanic Apprentice are subject to negotiations between BOLR and the Union prior to an Employer filling any such position in any building.

Very truly yours,

Wayne MacManiman, Jr.,
on Behalf of SEIU Local 32BJ

ACCEPTED:

Robert G. Martin, President
BOLR