

**TRI-STATE CONTRACTORS
AGREEMENT**

January 1, 2024 – December 31, 2027

**Service Employees International Union
Local 32BJ**

TABLE OF CONTENTS

Article 1. Recognition.....	1
Article 2. Union Rights.....	3
Article 3. Union Security and Check-off.....	5
Article 4. Discharge and Discipline.....	8
Article 5. Grievance/Arbitration.....	8
Article 6. Contractor Transition.....	9
Article 7. Seniority and Bumping.....	11
Article 8. Workload/Reductions.....	12
Article 9. Prior Better Terms and Conditions.....	13
Article 10. Picket Line/No Strike Clause.....	13
Article 11. Leaves of Absence.....	14
Article 12. Vacations.....	15
Article 13. Sick Days.....	17
Article 14. Bereavement Pay and Jury Duty.....	17
Article 15. Health Insurance.....	18
Article 16. Pension Benefits.....	20
Article 17. Legal Fund.....	20
Article 18. Training Fund.....	20
Article 19. Provisions Applicable to All Funds.....	20
Article 20. Holidays.....	22
Article 21. Vacancies and Promotions.....	23
Article 22. The Workweek, Overtime and Method of Pay.....	24
Article 23. Work Authorization and Status Disputes.....	25
Article 24. Successors, Assigns and Subcontracting.....	26
Article 25. Non-Discrimination.....	26
Article 26. Wages.....	27
Article 27. Most Favored Nations.....	27

Article 28. Duration	28
Article 29. Security Background Checks.....	28
Article 30. Involuntary Transfer	29
Article 31. Management’s Rights	30
Article 32. Health and Safety.....	31
Appendix A. Sexual Harassment	34
Side Letter On Social Security “No Match”	37
Appendix B. Economic Zone Addenda.....	38

2024 Tri-State Contractors Agreement

This Agreement is between SEIU Local 32BJ (hereinafter “the Union”) and the undersigned cleaning contractor (hereinafter “the Employer”).

Article 1. Recognition

- 1.1 This Agreement shall apply to all service employees employed in any facility in the State of New Jersey, Westchester, Putnam, Dutchess, Rockland, Orange, Sullivan, Nassau and Suffolk Counties in the State of New York and Fairfield County in the State of Connecticut, excluding commercial office buildings under 100,000 square feet, except that economic terms and conditions for residential buildings, hospitals, department stores, schools, charitable, educational and religious institutions, race tracks, nursing homes, theaters, hotels, shopping malls, golf courses, bowling alleys, warehouses, route work, bank branches and industrial facilities, locations other than commercial buildings in Nassau and Suffolk Counties and for all other facilities in Putnam, Dutchess, Orange and Sullivan Counties in the State of New York and Fairfield County in the State of Connecticut, shall be set forth in riders negotiated for each location covered by this agreement. The Employer and Union agree to continue their current practice of ramp-up rider bargaining for locations subject to a rider as a means of reaching the economic terms set forth in the master Agreement during the term of the existing Agreement, the successor agreement or may be extended by mutual agreement of the parties. Residential building ramp-ups shall be covered under the respective Economic Zone Addendums to this Agreement.
- 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 2024 New York City Independent Contractors Agreement (or its RAB counterpart); (b) the 2024 Hartford/Connecticut Agreement; (c) the 2023 Philadelphia BOLR or Independent Contractor’s Agreement; (d) the 2023 Philadelphia Suburban & Delaware Contractors Agreement; (e) the 2023 downtown Pittsburg Contractor Agreements; (f) the 2023 Alleghany County (PA) Agreement; (g) the 2023 Washington Service Contractors Agreement; (h) the 2023 Maintenance Contractors of New

England Agreement; (i) the 2022 South Florida Cleaning Contractors Agreement.

If the Employer obtains a contract to provide property services to a commercial office building outside SEIU Local 32BJ's jurisdiction, and the property services at such building is presently governed by an area-wide agreement with SEIU Local 1, USWW, SEIU Local 6, SEIU Texas, SEIU Local 26, SEIU Local 49, SEIU Local 105, or SEIU Local 87, then the Employer will assume the SEIU Local's area-wide agreement in effect at that building. This provision would not change the scope of recognition of any such area-wide agreement(s).

- 1.3 Route work is all work performed by the Employer other than in facilities where the Employer contracts directly with the owner and/or agent. Transit terminals and complexes of contiguous commonly owned commercial buildings of 100,000 or more square feet, shall be subject to the terms of this Agreement.
- 1.4 If the Employer takes over jobs subject to rider agreements, it shall assume and be bound by the remaining terms of any such Rider agreements between the Union and the predecessor Employer. Such Rider Agreements shall be supplied in advance to the Contractors who bid on the work. Above scale riders are listed and described in the Economic Zone Addenda.
- 1.5 The Union is recognized as the exclusive collective bargaining representative for all classifications of service employees within the bargaining unit defined above. It is the parties' intention that "service employees" as used in this Agreement is intended to cover the classifications and employees covered under the NYC Independent Contractors Agreement.
- 1.6 Upon the execution of this Agreement, the Employer will provide the Union with a list of all its accounts/locations subject to the Agreement where it provides services. Upon the Union's written request, except where prohibited by law, the Employer will 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 account/location. The Employer shall monthly notify the Union

in writing of the name, Social Security number and home address, wage rate, and job assignment and shift 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 and terminations or separations, and change in status from temporary to permanent, where applicable.

- 1.7 Within five (5) days after notification that the Employer has become a service provider at a new location subject to this Agreement, the Employer shall notify the Union in writing, sent by e-mail to the Union's principal officer or director for the geography of the new location and the date on which it is to commence performing work at that location. The Employer will also provide notification via the Employer Self-Service portal ("ESS").
- 1.8 The Employer (and its agents) will not take any action or make any statements that will state or imply opposition to the employees 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 any other appropriate grouping of locations at the Union's option, have designated the Union as their collective bargaining representative by signing authorization cards or petitions, the Employer shall recognize the Union as the exclusive collective bargaining representative for that location or locations.
- 1.9 For purposes of this Agreement, Fairchester is defined as Fairfield County in the State of Connecticut and Hudson Valley (consisting of Westchester, Putnam, Dutchess, Rockland, Orange and Sullivan Counties in the State of New York).

Article 2. Union Rights

- 2.1 The Employer will not impede, and the Union shall have the right of, access to its employees at the work-site. The Union will not disrupt the employees' work and shall provide reasonable notice. The Union and the Employer will develop procedures to provide for Union access appropriate for work sites with special security requirements. Where

access is not provided, the Employer shall provide one hour every six months for the employees to meet with the Union and/or the Funds to assure proper implementation of the contract. The Employer shall pay for the cost of the meeting room.

- 2.2 The Employer recognizes the right of the Union to designate one Shop Steward per building or one per building complex per shift. The authority of the Shop Steward designated by the Union shall include, but not be limited to, the following duties and activities which shall be performed in a manner which does not interfere with employees or the Shop Steward's work duties: a. The investigation and presentation of grievances in accordance with the provisions of the agreement; b. the transmission of such messages and information with shall originate with and are authorized by the Union. The Shop Steward shall perform their duties while on work time in a manner that does not unreasonably interrupt the Employer's operation. Stewards shall have no authority to take any strike or other action interfering or interrupting the Employer's business. The Employer recognizes these limitations upon the authority of Shop Stewards and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline including discharge in the event the Shop Steward has taken unauthorized strike action, slow down or work stoppage in violation of this agreement.
- 2.3 In addition, the Employer will provide new employees two (2) hours of paid time off on one occasion for a meeting off-site with the Union during work time, upon being provided notice from the Union no less than five days in advance.
- 2.4 The Employer agrees to provide one shop steward per building per shift with one day every other year during work hours of paid time off during the life of this Agreement so that the steward may attend shop steward training classes during work hours, upon written notice from the Union of at least ten working days.
- 2.5 Where permission is granted by the building owner/manager, the Employer shall furnish a bulletin board at a conspicuous location in each of the Employer's locations and shall permit representatives of the Union, including stewards to post notices pertaining to Union affairs on the bulletin board.

Article 3. Union Security and Check-off

- 3.1 It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the 31st day following the date this Article applies to their work-location or their employment, whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.
- 3.2 Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because they have not met the requirements of this Article, unless the Employer questions the propriety of doing so, the employee shall be discharged within fifteen (15) days of the letter if prior thereto they do not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within ten (10) days after written notice of the determination has been given to the Employer.
- 3.3 The Employer shall be responsible for all revenue lost by the Union by reason of any failure to discharge an employee who is not a member of the Union, if the Union has so requested in writing. In cases involving removal of employees for non-payment of the requirements of this Article, the Arbitrator shall have the authority to assess liquidated damages.
- 3.4 The Union shall have the right to inspect the Employer's payroll records to determine the employees of the Employer who are covered by this Agreement.
- 3.5 The Employer agrees to deduct monthly dues, initiation fees, agency fees, American Dream Fund or Political Action Fund contributions, from the wages of an employee, when authorized by the employee in writing in accordance with applicable law. The Union will furnish to the Employer the necessary authorization forms. At the time of hire or not later than upon the employee's becoming eligible, the Employer shall give to the new employees a packet, provided by the Union, containing a Union membership application form, check-off

authorization form, and, where appropriate, benefit fund enrollment forms. The Employer will send to the Union offices those forms (or portions thereof) that the employee chooses to fill out and return to the Employer. The Union agrees to hold the Employer harmless and indemnified against any and all claims, liability or fault arising out of the Employer's compliance with this Article.

- 3.6 If the Employer fails to deduct or remit to the Union the dues, initiation fees or contributions in accordance with this section by the twentieth (20th) day, the Employer shall pay interest on such monies at the rate of one percent (1%) per month, beginning on the twenty-first (21st) day, unless the Employer can demonstrate that the delay was for good cause due to circumstances beyond its control.
- 3.7 If an employee does not revoke their 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, the employee shall be deemed to have renewed their authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.
- 3.8 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 utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

The parties acknowledge and agree that the term "authorized by the employee in writing" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union's American Dream Fund,

from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the American Dream Fund. The Employer shall accept such electronic records as valid written authorizations for deduction and remittance.

- 3.9 If the Employer fails to remit dues, agency fees, and initiation fees (collectively, “Dues”) required to be remitted pursuant to the collective bargaining agreement for more than sixty (60) days on three (3) or more occasions within a one (1) year period, the Union may file a grievance at Step 2 of the Grievance procedure. This paragraph shall not apply to an Employer’s failure to remit dues for an isolated number of employees but is intended to apply to a failure to remit all or most dues owed for a given period (e.g. the majority of dues for a given month). A Step 2 meeting shall be held within five (5) working days after the filing of such grievance. If such meeting is not held or the matter is not resolved, the Union may file a demand for expedited arbitration of the matter following the five (5) days under the Step 2. A hearing will be held within twenty-one (21) days following the demand for arbitration.

For the purposes of this section, an expedited arbitration must be held no later than twenty-one (21) 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 at the Office of Contract Arbitrator on a rotating basis in alphabetical order by surname until an arbitrator available to hold a hearing within twenty-one (21) calendar days of the Union’s demand is found. If no arbitrator is available within the established time period, the parties shall have the hearing before 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 days of the close of the hearing.

Article 4. Discharge and Discipline

- 4.1 Employees shall not be discharged, suspended or otherwise disciplined by the Employer without just cause after a sixty (60) day trial or probationary period.
- 4.2 The Employer shall give 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 ten (10) working days after the discharge or discipline. The Employer shall provide the Union with a copy of any such statement at the same time.

Article 5. Grievance/Arbitration

- 5.1 All disputes or differences involving the interpretation or application of this agreement that arise between the Employer and the Union shall be resolved as provided in this Article, except where otherwise provided in this Agreement.
- 5.2 All grievances, except a grievance involving basic wage violations including contributions to employee benefit funds, dues and initiation fees, and American Dream Fund remittals shall be brought within forty-five (45) calendar days after the Union or the Employer, as the case may be, has knowledge or should have had knowledge of the dispute, unless the parties agree to an extension, or the Arbitrator finds one should be granted for good cause shown. The time limits shall not apply to a grievance regarding the Employer's failure to post a position as required, but the make whole remedy for any aggrieved employee shall be limited to ninety (90) days' losses.
- 5.3 Step 1 of the grievance process shall commence when the Union representative sends a grievance initiation letter or an information request to the Employer representative. The representatives shall attempt to resolve the dispute based upon the Employer's response to the information request. If the representatives are unable to resolve the dispute, or if the Employer does not respond to the Union's information request, the grievance shall automatically proceed to Step 2.

Employer and Union representatives may hold a Step 2 meeting on unresolved grievances within thirty (30) days of the Employer's response to the Union's information request, or where the Employer

does not respond, within thirty (30) days of the later of the Union's grievance initiation letter or information request. Time limits may be extended by mutual consent.

- 5.4 All grievances not resolved through the grievance procedure shall be subject to arbitration before the Office of the Contract Arbitrator (“OCA”) as provided for and under the terms of Article VI of the 2024 RAB Contractors Agreement, which are incorporated herein. All hearings shall be held at the location designated by OCA unless otherwise agreed to by the Employer and the Union.

Article 6. Contractor Transition

- 6.1 When taking over or acquiring an account/location covered by this Agreement, the Employer is required to retain the incumbent employees and to maintain the same number of employees (and their hours) as were employed at the account/location by the predecessor employer, provided that the staffing level does not exceed the level in effect ninety (90) days prior to the takeover, except where there were increases in the staffing levels during that period resulting from customer requirements. Any employer who adds employees to any job in anticipation of being terminated from that job shall be required to place the added employees on its payroll permanently. These employees shall not replace any regular employees already on the payroll of that employer. The Employer may not reduce the staffing level on takeover of the account/location unless the Employer can demonstrate an appreciable decrease in the work to be done.
- 6.2 Employees retained by the employer shall be given credit for length of service with the predecessor employer(s) for all purposes including but not limited to seniority and vacation entitlement, and completion of the trial period. Employees retained on takeover shall not have their rates of pay, hours worked or other terms and conditions reduced.
- 6.3 The Employer shall be required to notify the Union in writing within two (2) business days after the Employer receives written cancellation of an account/location. Within five (5) business days of such 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 number of sick days, the number

of holidays, benefit contributions made for employees, and vacation benefits.

The parties recognize that the sale of a building may have a substantial impact on the employees in the bargaining unit. In light of this, wherever practicable, the Employer will notify the Union when it becomes aware that any of the properties it services have been sold, except where it violates the confidentiality or legal obligations of the Employer's contract with its client. Likewise, the Union will notify the Employer when it becomes aware a property serviced by an Employer has been sold.

- 6.4 Failure of the Employer to notify the Union as required in 6.3, coupled with the successor employer's failure to recognize the Union and to maintain the terms and conditions of this agreement, will require the Employer to pay liquidated damages to the affected employees equal to two months wages.
- 6.5 When Employers bid on work covered by this Agreement, upon their written request which must include a written request from the client, the Union will provide in a timely manner to all invited bidders, name, wage rate, schedule of hours and date of hire and any applicable rider. This information shall be provided by the Union's dues department's V3 system. Inaccuracies in the information provided by the incumbent Employer shall not excuse any obligations under this agreement of the Employer acquiring the account/location.
- 6.6 The Employer shall provide the Union within five (5) business days of taking over the account/location the names of employees at the account/location, their rates of pay, hours and other benefits provided at the account/location. When a job location changes from one cleaning contractor to another, the signatory company or companies shall pay their respective pro-rata vacation payments based upon the proportion of the calendar year each cleaned the facility, account or job. For example, if a contractor cleaned a facility up to July 31st, that contractor would be responsible to pay seven-twelfths (7/12) of the remaining unpaid vacations and the new contractor would be obligated to pay five twelfths (5/12) of the remaining unpaid vacations for that year. The leaving contractor shall pay its share of the accrued vacation to any affected employees within 14 days of its last day at the job location.

- 6.7 No later than fourteen (14) days after relinquishing the job location to the new contractor, the leaving contractor shall provide the Union with a list of all the employees, their scheduled hours, their scheduled vacation, personal and sick days, if any, for the year, and an itemization of how much of this time off has been taken and/or paid for. Failure to provide this list to the Union within fourteen (14) days of relinquishing the facility shall obligate the leaving contractor to pay affected employees the balance of the year's paid time off.

Article 7. Seniority and Bumping

- 7.1 After completion of the probationary period, an employee shall attain seniority as of their date of employment. Seniority of an employee shall be based upon total length of service with the Employer or in the location, whichever is greater. Location shall be defined as the building or buildings located in the same complex covered by the same contract between the Employer and the managing agent or owner.
- 7.2 In the event of a layoff due to a reduction in force, the inverse order of classification seniority, where applicable, shall be followed. Classifications shall not be based on the hours that employees work. In the event of bumping, there shall be no more than one bump. For layoffs within a building, seniority shall be based upon total length of service in the building.
- 7.3 In the event of a layoff or reduction in force, after the lay-off or reduction from the location (as defined in 7.1), or in the case of a layoff due to the loss of a building to a non-union employer ninety (90) days after the lay-off, employees with eighteen (18) months seniority may bump the least senior employee within their classification within the County.
- 7.4 Seniority shall continue to accrue while an employee is on leave of absence for less than six (6) months, or for up to one (1) year for employees laid off or covered by a workers compensation claim or disability leave.
- 7.5 Seniority rights are lost if any employee quits, is discharged for cause, fails to report or communicate within seven (7) days after notice of

recall or is otherwise terminated or laid-off or covered by a workers compensation claim for more than twelve months.

- 7.6 Seniority shall prevail for the assignment of vacation selections. Overtime shall be offered to all employees in rotation by seniority. Nothing in this provision is intended to prevent the Employer from offering extra hours to part-time employees rather than to full time employees where the latter would receive overtime pay for those hours.
- 7.7 There shall be no transfer of employees from one location to another without the Union's consent.
- 7.8 Employees laid-off shall have recall rights for up to twelve (12) months to open positions in locations within the County within which they were employed when laid-off.

For layoffs caused by a pandemic and a state of emergency is declared by the federal government or governor of the state where the work is performed, the parties agree to meet to discuss extending recall rights of employees unable to work due to the declared state of emergency.

- 7.9 If two (2) or more employees have the same seniority date, the employee with the higher month and day of their birth date shall be deemed to have greater seniority (December 10 [1210] is higher than November 30 [1130]).

Article 8. Workload/Reductions

- 8.1 No employee shall be assigned an unreasonable workload.
 - (a) The Employer may not reduce the staffing level assigned to any location either through attrition or lay-off unless: 1) it can provide a written request from the client including revised contract specifications demonstrating an appreciable decrease in the work to be done; 2) it is introducing improved technology that leads to an appreciable decrease in hours needed; 3) it provides written documentation that the contract at the impacted facility has been cancelled in its entirety (or will be cancelled in its entirety) by the client; or

4) notifies the Union of a vacancy to areas of a facility where work is currently being performed by the Employer and the Employer will no longer be required to perform work in the specific vacant areas of the facility, provided, the reduction of hours is proportionate with the reduction of work due to the specific newly vacant areas of the facility.

- (b) The Employer shall bargain with the Union before any reduction. If the bargaining required herein results in an impasse, then the matter shall be submitted for expedited arbitration within fourteen (14) days of impasse.

Article 9. Prior Better Terms and Conditions

- 9.1 At any location where the Employer is currently maintaining terms and conditions that are more favorable to employees (or some of them) than those provided for in this Agreement for that location, those terms and conditions shall continue to apply to the affected employees unless the Union and the Employer otherwise provide.
- 9.2 All rider agreements currently in effect whose terms extend beyond December 31, 2023, shall remain in effect, except that fund contributions provided for in any such rider shall be made on the dates provided for in the Rider but at the rates in effect on those dates as provided for in this Agreement.
- 9.3 The Employer shall assume and be bound by any rider agreement upon assuming operations at the account or location to which the rider agreement applies.

Article 10. Picket Line/No Strike Clause

- 10.1 No employee covered by this Agreement shall be required to pass lawful primary picket lines established in an authorized strike, including picket lines established by Local 32BJ pursuant to an authorized strike at another job location. The Employer may not permanently replace or discipline any employee because they refuse to pass such a picket line.
- 10.2 There shall be no lockouts, and no strikes except that the Union may call a strike or work stoppage (a) after forty-eight hours' notice where the Employer has violated Article 1 of this agreement, (b) where the

Employer fails to comply with an Arbitrator's Award within three weeks after the Employer's receipt of the award, or (c) after forty-eight hours' notice where the Employer has failed to provide the Union with information or notices required by Article 6 above.

- 10.3 The Employer shall provide staffing information to the Union upon its request for any job which it currently services within five (5) business days of the request. If such information is not provided, the Union shall have the right to engage in a work stoppage until such information is supplied.

Article 11. Leaves of Absence

- 11.1 Employees may request up to sixty (60) days Personal or Emergency Leave if they have at least twelve (12) months' 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 the employee's return to work the employer may request documentation of the emergency. No employee shall be entitled to a personal leave of absence more than once in a twelve (12) month period, unless otherwise required by law.
- 11.2 Employers shall provide employees with leaves of absence for union related activities, where practicable, provided that such leave shall not be unreasonably denied. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time.
- 11.3 The Employer will comply with the provisions of applicable state and federal Family Leave laws regardless of the number of employees employed at any location or by the Employer.
- 11.4 Unless otherwise provided in an Economic Zone Addendum, upon written application to the Employer, employees with at least two years seniority, shall be entitled to a leave of absence for illness or injury not to exceed six months. For workers compensation related injuries the statutory notice of claim/injury shall be deemed to satisfy the written application requirement. When such employee is physically

and mentally able to resume work, that employee shall on one week's prior written notice to the Employer be then re-employed without loss of seniority.

Article 12. Vacations

12.1 Employees shall accrue vacation with pay in accordance with the following schedule:

Seniority	Vacation with Pay
6 months	3 days
1 Year	1 week
2 Years	2 weeks
5 years	3 weeks
15 years*	4 weeks
25 years	5 weeks

*Employees in Long Island shall be entitled to 4 weeks of vacation once they reach 10 years of seniority.

Vacation Calculation

12.2 The vacation pay shall be computed at straight hourly pay and shall be based on the number of working hours of the regularly scheduled workweek of each employee.

- (a) An employee who is entitled to Workers' Compensation, whether they have collected it or not, shall receive full vacation credit. If an employee is sick or disabled (and is not entitled to Workers' Compensation), they shall receive full vacation credit if they are out of work three (3) months or less. If an employee is out of work more than three (3) months, the vacation credit shall be pro-rated with the first three (3) months of leave deemed time at work. If an employee is on layoff, they shall receive full vacation credit if they are out of work three (3) months or less. If the employee is out of work more than three (3) months, the

vacation credit shall be pro-rated with the first three (3) months of leave deemed time at work.

- (b) An employee must work sixty-five percent (65%) of their scheduled working hours, exclusive of approved time off due to workers' compensation, documented illness or being on layoff, as set forth above, in order to receive vacation benefits.
- (c) The day for determination of vacation entitlement is December 31st.
- (d) The Employer reserves the right to allocate vacation during the period from January 1st to December 31st. Any requests for vacation shall be scheduled at the Employer's reasonable discretion subject to the terms of this Article.
- (e) Length of employment for the purpose of the foregoing vacation schedule shall be computed on the basis of the amount of vacation that an employee would be entitled to on December 31st in the year in which the vacation is given. The vacation year shall be January 1st to December 31st.
- (f) If an employee desires to take their vacation before April 1st, said employee must make a request in writing thirty (30) days prior to the first day of the vacation requested. This request must receive official approval of the Service Manager in writing to the employee.
- (g) Employees discharged for the cause shall not be entitled to vacation accrual. Any employee who leaves their position of their own accord, without two (2) weeks prior written notice, shall not be entitled to vacation accrual.
- (h) All employees entitled to vacation periods must take the time. No one will be permitted to work during their vacation unless the Employer agrees otherwise.
- (i) Choice of vacation periods shall be according to seniority. Employees, by seniority, are required to choose their vacation dates prior to March 15th. Failure to provide the Employer with specific dates as of March 15th will result in

the employee being dropped to the bottom of the seniority list for vacation period determination.

- 12.3 Vacation pay shall be paid in advance of the vacation period and be based on the employee's regularly scheduled straight time hours in the eight (8) weeks immediately preceding the vacation period for variable hour employees. Variable hour employees shall be defined as employees who do not have a regular part-time or full-time shift.

Article 13. Sick Days

- 13.1 All employees shall be eligible for paid sick leave each calendar year in accordance with the Economic Zone Addenda. Sick leave not used by the end of the year shall not carry over to the following year but unused sick leave shall be paid out where specified in an Economic Zone Addendum.
- 13.2 Eligible employees have a right to paid family and medical leave under the applicable law of each State and as outlined in the Economic Zone Addenda.
- 13.3 Vacation is separate from and in addition to sick leave.

Article 14. Bereavement Pay and Jury Duty

- 14.1 In the event of a death in the employee's immediate family (parent, spouse, child or sibling) the employee shall receive the next three (3) succeeding days off from the date of death and shall be paid for any time lost from their regular schedule as a result of such absence.
- In Long Island, the employee receives the three succeeding working days off for bereavement leave.
- 14.2 In the event of a death in the employees' grandparent, or a member of the spouse's family (mother-in-law, father-in-law, sister-in-law, brother-in-law) the employee shall receive one (1) day off for the purpose of attending the funeral and shall be paid lost time due to such absence.

In Long Island, with respect to grandparents or grandchildren, the Employer shall grant a paid day off on the day of the funeral or the next succeeding working day, at the employee's option.

For New Jersey, the employee receives the three succeeding days off for the death of a grandparent but does not receive a day off for the death of a grandchild.

- 14.3 An employee may be required to submit proof of death and/or that the deceased was within the class of relatives specified and/or that the employee attended the funeral.
- 14.4 An employee who has completed their probationary period and who is required to report to court to answer a jury summons or serve as a juror on days they are regularly scheduled to work will be reimbursed the difference between the amount they receive for jury service and their regular pay. Jury Duty pay shall be limited to two (2) weeks in any year, except in Long Island where pay shall be limited to three (3) weeks in any year. No employee may be required to work on a day they have jury duty.

Article 15. Health Insurance

- 15.1 The Employer shall make contributions to a health trust fund, known as the "Building Service 32BJ Health Fund" payable when and how the Trustees determine, to cover employees covered by this Agreement who work at least twenty-seven and one-half (27 ½) hours weekly, and their eligible dependents, with such health benefits through the Tri-State Plan as may be determined by the Trustees of the Health Fund.
- 15.2 Except as set forth below in paragraph 15.3 with respect to the one-time Health Care Savings approved by the Trustees of the Health Fund, the monthly rates of contribution per eligible employee for the Tristate Plan are as follows:

January 1, 2024	\$1,357.00
January 1, 2025	\$1,398.00
January 1, 2026	\$1,440.00
January 1, 2027	\$1,483.00

15.3 Notwithstanding the rates set forth above in paragraph 15.2, based on the one-time Health Care Savings approved by the Trustees of the Health Fund which is reflected below in the contribution rates for 2024 through 2026, the Employer shall contribute for the Tristate Plan of benefits at the following adjusted monthly rates of contribution per eligible employee:

January 1, 2024	\$1,265.00
January 1, 2025	\$1,313.00
January 1, 2026	\$1,398.00
January 1, 2027	\$1,483.00

15.4 Unless provided otherwise in the Economic Zone Addenda, the Employer shall make monthly contributions of \$78.00 for each employee who regularly works less than 27.5 hours per week to the Health Fund, payable when and how the Trustees determine, to cover such employees and their eligible dependents with such health benefits as may be determined by the Trustees of the Health Fund.

15.5 Employees who are on workers compensation or who are receiving short term disability benefits shall be covered by the Service Employees Local 32BJ Health Fund until they may be covered by Medicare or six (6) months from the date of disability, whichever is earlier

15.6 If during the term of this Agreement, the Trustees of the Building Service 32BJ Health Fund find the payment provided herein is insufficient to maintain benefits, and adequate reserves for such benefits, they shall require the parties to increase the amounts needed to maintain such benefits and reserves. In the event the Trustees are unable to reach agreement on the amount required to maintain benefits and reserves, the matter shall be referred to arbitration pursuant to the deadlock provisions of the Agreement and Declaration of Trust.

15.7 If any future applicable legislation is enacted, there shall be no duplication or cumulation of coverage, and the parties shall negotiate such change as may be required by law.

Article 16. Pension Benefits

16.1 Effective January 1, 2024, where provided in the applicable Economic Zone Addendum, the Employer shall contribute to the 32BJ defined benefit pension fund applicable to the geography at the rates set forth in the Economic Zone Addendum or riders, payable when and how the Trustees determine.

Article 17. Legal Fund

17.1 The Employer shall make contributions to the “Building Service 32BJ Legal Services Fund” to cover employees covered by the Agreement with such benefits as may be determined by the Trustees.

17.2 The rate of contribution to the Legal Fund and waiting period shall be as established in the Economic Zone Addendum applicable to each geography.

Article 18. Training Fund

18.1 The Employer shall make contributions to a training and scholarship trust fund known as the “Thomas Shortman Training, Scholarship and Safety Fund” to cover employees covered by the Agreement with such benefits as may be determined by the Trustees.

18.2 The rate of contribution effective 1/1/24 shall be \$16.13 per month per employee to the Training Fund. Contributions will be due and owing to the Training Fund commencing on the ninety-first (91st) day of employment. Effective upon the Employer’s execution of this Agreement, newly hired employees shall be eligible to participate in the Training Fund during their first ninety (90) days of employment, at no additional cost to the Employer.

Article 19. Provisions Applicable to All Funds

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

- 19.2 Any Employer regularly or consistently delinquent in Health, Pension, Legal, or Training fund payments may be required, at the option of the Trustees of the Funds, to provide the appropriate Trust Fund with security guaranteeing prompt payment of such payments.
- 19.3 By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law.
- 19.4 There shall be no Employer contributions to the Health, Pension and Training Funds on behalf of employees during their first ninety (90) days of employment. The Employer shall contribute to the Funds on behalf of all eligible employees in the manner and amounts established in the Economic Zone Addenda.
- 19.5 The parties agree that, in the event that the President of the Union and the President of the Realty Advisory Board on Labor Relations, Inc. determine in their discretion and upon their mutual consent to change the portion of contributions allocated to the Thomas Shortman Training, Scholarship and Safety Fund and the Building Service 32BJ Legal Services Fund, the Employer shall adopt the same reallocation effective 30 days following notification by the Union of such reallocation; provided that the total amounts contributed to such Funds collectively pursuant to such reallocation shall not exceed the amounts that would otherwise be contributed to such Funds collectively pursuant to this Agreement in the absence of such reallocation.
- 19.6 When the Parties agree the Employer made a good faith error in the electronic reporting system for employees changing from part-time to full-time status, they will jointly request a waiver by the affected fund(s) for liquidated damages so long as the case has not proceeded to arbitration or been filed in court. The requested waiver does not apply to interest applied by the fund(s) for late payments.

Article 20. Holidays

20.1 The following holidays are designated as paid holidays for post-probationary employees:

<u>New Jersey</u>	<u>Fairchester</u>	<u>Long Island</u>
New Year's Day	New Year's Day	New Year's Day
Memorial Day	Martin Luther King's Day or	Martin Luther King's Day
Independence Day	President's Day	President's Day
Juneteenth	Memorial Day	Memorial Day
Labor Day	Juneteenth	Juneteenth
Thanksgiving Day	Independence Day	Independence Day
Christmas Day	Labor Day	Labor Day
One (1) Floating Holiday	Thanksgiving Day	Columbus/Indigenous People's Day
	Christmas Day	Election Day*
	Two (2) Floating Holidays	Thanksgiving Day
		Christmas Day

*General Election Day in November

20.2 Whenever any of the holidays listed in Section 20.1 above shall fall on a Saturday or Sunday, it shall be observed on the following Monday or the preceding Friday, depending upon when the building is closed.

20.3 If an employee is required to work on Juneteenth, said employee shall receive an additional Floating Holiday (an additional Personal Day in Long Island) in lieu of the Juneteenth holiday/holiday pay.

20.4 In Fairchester and Long Island, in the event the building holiday list does not specify the holidays listed in Section 20.1 above, the employees shall be given an additional Floating Day (employees in Long Island shall be given an additional Personal Day) to substitute for the missed holiday. Employees shall give the Employer two (2) weeks' advance notice before taking a personal day/floating holiday. In Fairchester, the floating day will be decided in accordance with the needs of the building.

20.5 In New Jersey, the Employer is not required to agree to schedule any floating day unless the employee requests the day at least two (2) weeks in advance, except in emergencies.

- 20.6 In Fairchester and Long Island, if a holiday falls during a scheduled vacation, the employee at their option shall receive either an extra day's pay or an extra vacation day off with pay.
- 20.7 Holiday pay shall be equal to an employee's regular straight time pay. An employee required to work on a holiday shall receive their regular pay plus their holiday pay (except in Long Island. In Long Island, an employee required to work on a holiday shall receive time and one-half (1½) their regular rate plus holiday pay).

In Long Island, in order to be eligible to receive holiday pay, an employee must have worked at least one (1) day in the week prior to the holiday.

In New Jersey, an Employer may withhold holiday pay from an employee who misses their last scheduled shift either immediately before or immediately after the holiday unless the employee is out on a floating holiday, vacation, bereavement leave or scheduled time off for the missed shift.

In Fairchester, in order to receive holiday pay, an employee must work their scheduled day before and regularly scheduled day after the holiday. An employee who is absent on one of these days may receive holiday pay if the absence is substantiated by a letter from a physician or on a scheduled day off (i.e. – vacation or personal day).

Article 21. Vacancies and Promotions

- 21.1 The Employer shall post all vacancies within fourteen (14) calendar days after the position becomes vacant. The posting shall include the position, shift, hours, job duties and shall be in English and Spanish. The Employer will post the vacancy for seven (7) calendar days. The Employer will fill the vacant position within fourteen (14) calendar days. If the Employer is unable to fill the position within fourteen (14) calendar days, the time to fill the position may be extended by mutual agreement. If the Employer wishes to eliminate the vacant position, it will follow the procedure for reductions in force outlined in Article 7. Preference in filling vacancies shall be given to employees already employed in a building based on building seniority, but skill, ability and qualifications shall also be considered. Part-time

employees shall be given preference by seniority in bidding for open full-time positions.

Article 22. The Workweek, Overtime and Method of Pay

- 22.1 The workweek and overtime are set forth in each Economic Zone Addendum
- 22.2 In the event a customer requests a work schedule for an Employer's employees that would fall outside the parameters set forth under Article 22, the Union agrees to meet promptly with the Employer at the Employer's request to discuss such a schedule or an alternative schedule.
- 22.3 No employees employed on a five-day schedule shall be hired or scheduled to work less than twenty (20) hours per week except for those employees on a weekend schedule. In cases where an Employer currently employs workers below twenty (20) hours, the Union and the Employer shall meet to facilitate a smooth transition, where possible to the twenty (20) hour work week. Employees employed on the effective date of this Agreement who work less than twenty (20) hours per week shall not be required to increase their hours contrary to their will. No employee's scheduled hours may be reduced without agreement with the employee and the Union or valid specification change from building management that would require a reduction in hours of least senior employees. For all locations other than those specified in 22.2, the minimum regular schedule for employees shall be four (4) hours per shift.
- 22.4 Employees shall be paid a minimum of four (4) hours pay per shift when called in to work.
- 22.5 Unless otherwise noted in an Economic Zone Addendum, if an employee reports to work, such employee shall receive the number of hours pay to which they would normally be entitled to that day unless work is unavailable because of an Act of God, such as fire, flood, blackout or meteorological event.
- 22.6 All wages, including overtime, shall be paid weekly in cash or check with an itemized statement of payroll deductions. If a regular pay day falls on a holiday, employees shall be paid on the preceding day. Excluding the locations in the State of New Jersey, where permitted

by law, the Employer may require, at no cost to the employee, that an employee's check be electronically deposited at an employee's designated bank or a pay-check card may be utilized. The Union shall be notified by the Employer of this arrangement.

Article 23. Work Authorization and Status Disputes

23.1 Recognizing that questions involving an employee's immigration/work status or personal information may arise during the course of their employment, and that errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control, the Employer agrees to the following:

- (a) In the event an issue or inquiry arises involving the immigration status or employment eligibility of a non-probationary employee, the Employer shall promptly notify the employee, in writing.
- (b) If permissible under applicable law and/or regulations, the affected employee shall be afforded reasonable opportunity to remedy the identified problem before adverse action is taken. When necessary, the employee will, consistent with the operational needs of the Employer, be permitted reasonable unpaid time off to attend relevant proceedings or visit pertinent agencies, for the purposes of correcting the identified problem, provided the Employer is given adequate notice of planned absences and verification of appointments, hearings or other proceedings for which time off is requested. The Employer shall grant up to nine (9) months leave for this purpose; however, if an employee provides the Employer with documentation from a federal government agency that they have commenced the process to correct the problem, the employee will be provided with an additional three (3) months of leave beyond the initial nine (9) months set forth herein. Upon return from leave and remediation of the identified problem, the employee shall return to their former position, without loss of seniority. However, seniority shall not accrue during such leave. If the employee does not remedy the issue within nine (9) months (or twelve (12) months if applicable), the employee may be discharged

and the Employer shall have no further obligation to hold the employee's position.

- (c) Any lawful changes in the employee's documentation, name, or social security number shall not be considered new employment or a break in service and shall not be cause for adverse action.
- (d) Unless otherwise required by law or regulation, a "no-match" letter from the Social Security Administration shall not itself constitute a basis for taking adverse employment action against an employee or for requiring an employee to re-verify work authorization. The Employer shall promptly forward a copy of any no-match letter that it receives to the Union.

23.2 The parties shall appoint representatives to negotiate additional aspects of this issue.

Article 24. Successors, Assigns and Subcontracting

24.1 The Employer shall not subcontract, transfer, lease or assign, in whole or in part, to any other entity, person, firm, corporation, partnership, or non-unit work or workers, bargaining unit work presently performed or hereafter assigned to employees in the bargaining unit, except to the extent required by government regulations regarding minority or female owned enterprises, in which event the Employer shall ensure that such enterprises employ bargaining unit employees under the wages and benefits provided under this Agreement.

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

24.3 To the extent permitted by law, this agreement shall be binding on any other entities that the Employer or its principals establishes or operates which perform(s) work subject to this Agreement.

Article 25. Non-Discrimination

- 25.1 There shall be no discrimination against any employee by reason of race (inclusive of traits historically associated with race, including but not limited to hair texture, and protective hairstyles), creed, color, age, disability, national origin, gender, gender expression, pregnancy, sexual orientation, union membership, or any characteristic protected by law.
- 25.2 All statutes and valid regulations about reinstatement and employment of veterans shall be observed.
- 25.3 The provisions concerning preventing sexual harassment are set forth in Appendix A.

Article 26. Wages

- 26.1 Employees shall receive the minimum wage or the wage increase, whichever results in the greater rate of pay, in the amount and on the dates specified in the Economic Zone Addenda.
- 26.2 Leadpersons, Forepersons and Handypersons.

Leadpersons, forepersons and handypersons shall be paid a wage rate differential over the minimum rate provided for cleaners as established in each of the Economic Zone Addenda.
- 26.3 Increase in statutory minimum wage rate.

The minimum wage rate for all cleaners covered by this Agreement shall be at all times at least fifty cents (\$0.50) above the statutory minimum wage in that State, County or portion thereof.

Article 27. Most Favored Nations

- 27.1 If the Union agrees to different economic terms and conditions more favorable to the Employer at any location, those terms and conditions shall apply to any other Employer who takes over that location for the duration of the Union's agreement with the prior Employer.
- 27.2 In the event that the Union enters into a contract on or after December 1, 2027, within the geographic scope of Article 1.1 above (except for buildings/facilities for which Article 1, Section 1.1 authorizes rider agreements) whose economic terms or conditions are more favorable

to such Employer than the terms contained in this agreement with respect to that building, the Employer shall be entitled to and may have the full benefit of any and all such more favorable terms for any of its similar buildings within the same zone, upon notification to the Union. This clause shall not apply to contracts entered into before December 1, 2023 even if the terms of any such contracts extend beyond that date, provided that any such riders set forth a schedule of wage and benefit increases.

Article 28. Duration

- 28.1 This Agreement shall be effective from January 1, 2024 until December 31, 2027.
- 28.2 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 Employer 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, the Union upon three (3) days oral or written notice to the Employer, may engage in any stoppage, or strike without thereby terminating any other provision of this agreement, until the successor agreement is concluded.

Article 29. Security Background Checks

- 29.1 All employees shall be subject to security background checks at any time based on a written customer requirement so long as the written notice is provided to the Union prior to the background check. An employee shall cooperate with an Employer as necessary for obtaining security background checks. Any employee who refuses to cooperate shall be subject to termination. Employees who fail such security background check shall be subject to termination.
- 29.2 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 their 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. 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 30 (Involuntary Transfer) shall apply.

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

Article 30. Involuntary Transfer

30.1 If an employee is removed from a location upon the written demand of a customer, the Employer may remove the employee from further employment at that location, provided there is a good faith reason to justify such removal, apart from the demand itself. The Employer shall provide to the Union a copy of any such written demand. Unless the Employer has cause to discharge the employee, the Employer will place the employee in a similar job at another facility within the same County covered by this Agreement, or if there is more than one contractual wage progression within the County, within the portion of the County sharing the same wage progression, unless the Union agrees to place the employee in a similar job in a different County covered by this Agreement, or within a portion of the County with a different contractual wage progression, without loss of entitlement seniority or reduction in pay or benefits, and pay Displacement Pay to such employee in the amount set forth below.

<u>Employees with:</u>	<u>Displacement Pay:</u>
less than 12 years	2 weeks' wages
12 but less than 15 years	3 weeks' wages
15 but less than 17 years	6 weeks' wages

17 but less than 20 years	7 weeks' wages
20 but less than 25 years	8 weeks' wages
25 or more years	10 weeks' wages

30.2 In the event an employee is transferred to another building and is not filling a vacant position, the Employer shall seek volunteers on the basis of seniority within the job title. If there are no volunteers, the junior employee shall be selected for transfer and receive the same Displacement Pay and protection afforded to the transferred employee.

Article 31. Management's Rights

31.1 The Union recognizes, subject to the provisions of this Agreement, the right of management to manage the business and direct the working force including, but not limited to, the right to determine the following:

1. Reasonable work rules
2. Work load
3. Standards of quality of performance
4. Hiring Methods
5. Assign and transfer employees
6. To lay off employees because lack of work or other reasons
7. To discipline or discharge employees for just cause
8. The promotion of employees
9. Staffing levels
10. Job Assignments
11. Work Schedules
12. The use of equipment that improves the efficiency of operations and/or productivity

Article 32. Health and Safety

32.1 The Employer shall provide and maintain a safe and healthy workplace for all employees, and the Employer shall comply with all federal, state and local laws relating to health and safety. The Employer will provide all necessary supplies and protective gear free of charge. The Employer shall provide appropriate snow gear and equipment to all employees who clear snow.

Article 33. Emergency Building Closures

33.1 Unless the Employer demonstrates that it was not paid by the client, when the building is closed due to a declaration of a state of emergency, employees, except for essential personnel, shall not be required to report for work and shall receive their regular pay for all lost time. Payment is due within 120 days of the closure. If the Employer is not paid by the client, an employee may use paid time off to receive remuneration for the day.

Article 34. Cell Phone Applications

34.1 In the event the Employer does not provide a device and requests that bargaining unit employees download and/or use a cellular phone application and/or a group messaging application for a work related use it will give the Union at least thirty (30) calendar days written notice. The decision of the employee whether to download the App is voluntary and no employee will be disciplined for failing to download the App.

34.2 The Employer will provide an alternate system for members who either elect to not download the App or do not have access to an App so that they can perform the work related task.

34.3 The Employer agrees that any use of geolocation or geotagging will be limited to when workers use the software for the work related task.

34.4 The Employer agrees not to share any data it receives from the App with any other entity, unless required by law.

Article 35. Equipment or Property Damage

35.1 An employee who damages any Employer equipment, cell phone or a customer's property shall be subject to appropriate disciplinary action.

Article 36. Temporary Employees

36.1 Temporary employees, such as vacation replacements, employees assigned to replace regular employees out due to extended illness or out on approved personal leaves of absences, and those employees hired to work a temporary job of a specific duration shall have no "bumping" rights upon completion of their temporary assignments. In the event a temporary employee is hired into a permanent position, their seniority for all matters, including rates of pay and benefit eligibility, shall be based on their initial date of hire as a temporary employee.

36.2 The Employer agrees to notify the Union, in writing, at the time of hiring, of the status of each temporary employee. This shall include the employee's name, the purpose for utilizing such temporary employee, and the anticipated length of time of the temporary employment.

36.3 The maximum length of employment for a temporary employee shall be one-hundred fifty (150) calendar days within a calendar year, except for such employees who may be substituting for permanent employees on extended illness in excess of one-hundred fifty (150) calendar days.

36.4 A temporary employee shall be entitled to all contractual benefits, except Legal and Pension Benefits from a Building Service 32BJ Fund, unless otherwise required by law or if the employee is covered by an existing rider. A full-time temporary employee shall be entitled to health benefits upon completion of ninety (90) days of employment. A part-time temporary employee (or a temporary employee who performs both full-time and part-time work) shall be entitled to health benefits in accordance with applicable law.

36.5 A temporary employee shall automatically become a permanent employee upon their one-hundred fifty first (151st) calendar day of employment, unless the temporary employee is substituting for a permanent employee on extended illness in excess of one-hundred fifty (150) calendar days, and shall pay an initiation fee.

Article 37. Conversions

37.1 In the event a building is being closed for conversion or redevelopment, the Employer shall meet with the Union upon learning of such conversion or redevelopment to discuss the impact on employees, including the anticipated timeline for the wind-down of the operations and opportunities to minimize displacement of employees.

So Agreed,

SEIU Local 32BJ

Employer_____

By: _____

By:_____

Dated: _____

Dated:_____

APPENDIX A

SEXUAL HARASSMENT AND ASSAULT

The Parties are committed to a workplace where all employees, regardless of classification (i.e., employee, manager or supervisor) are treated with respect and dignity. Demeaning or offensive behavior and language will not be tolerated.

The Employer shall be required to have a sexual harassment policy, printed in both English and Spanish, which shall be the policy that employees are required to follow and which the Employer shall use for purposes or governing sexual harassment in its workplace. The Employer shall provide each employee with a copy of its policy. Such policies shall be provided to the Union, upon its request.

Section 1 The Employer 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, supervisors or third parties.

Section 2 Examples of sexual harassment include, without limitation:

1. Unwelcome sexual advances
2. Inappropriate touching or contact, including rape or unwanted sexual touching or fondling.
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

Section 3 Any complaint or report of sexual harassment should be made as promptly as possible to facilitate the Employer's investigation to the employee's immediate supervisor or to human resources.

Section 4 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 other allegation(s) 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.

Section 5 Notice to the complaining employee 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 other allegation(s) 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.

Section 6 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 they are alleged to have 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.

Section 7 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.

Section 8 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.

Section 9 There shall be no retaliation in any way against an employee who reports a claim of sexual harassment or who participates in a sexual harassment investigation.

Section 10 Upon the Union's request, the Employer will provide the Union with the name of any official it designates to receive complaints of sexual harassment and will furnish the Union with documentation regarding the training it provides to its employees and supervisors.

Section 11 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 the Employer 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 ON SOCIAL SECURITY “NO MATCH”

This is to confirm our understanding during our recent negotiations that an Employer may not invoke Article 29 (Security Background Checks) in connection with a Social Security “No Match.”

APPENDIX B
ECONOMIC ZONE ADDENDA

New Jersey Economic Zone Addendum to the
2024-2027 Tri-State Contractors Agreement

This agreement between SEIU Local 32BJ (hereinafter “the Union”) and the undersigned cleaning contractor (hereinafter “the Employer”) is an addendum to the 2024 Tri-State Contractors Agreement (collectively the “2024 CBA”) between the Employer and the Union.

1. **Residential Ramp-Up Riders.** Article 1 (Recognition) shall be modified as follows:

A. Add the following at the end of paragraph 1.1:

“If a Residential Master Agreement is adopted in New Jersey, and a signatory to the Tri-State Contractors Agreement is awarded a contract for work in a residential building location in New Jersey, the parties shall engage ramp-up rider bargaining as a means of reaching the economic terms set forth in the Residential Master Agreement during the term of the Tri-State Agreement in effect at the time the rider is agreed to, the successor agreement to that Agreement or later if extended by mutual agreement of the parties.”

2. **Seniority and Bumping.** Article 7 (Seniority and Bumping) shall be modified as follows:

A. The following shall be added at the end of paragraph 7.3:

“Or if there is more than one (1) contractual wage progression within the County, within the portion of the County sharing the same wage progression, within which they were employed. If such a bump is not possible, then, at the Union’s option, the employee may bump the least senior employee: 1) in an account with the same wage progression in a different county but located within ten (10) miles from the employee’s current account, or 2) in an account in the same county regardless of wage progression with the bumping employee retaining their former wage scale. An employee may bump into a position only if the employee is qualified to perform the work.”

B. Add the following as paragraph 7.10:

“Per Employer approval, employees laid off due to the closing of a building may choose to receive severance pay equal to one (1) week’s pay for each year of service or major part thereof, condition upon the employee’s giving

up their recall and/or bumping rights. Per employer approval, if an employee has not been recalled when their recall rights expire, the Employer shall pay the employee severance pay equal to one (1) week's pay for each year of service or major part thereof."

- C. Add the following as paragraph 7.11:

"In accordance with the Millville Dallas Airmotive Plant Job Loss Notification Act (N.J.S.A. 34-21-1 et. seq.) ("Act"), severance pay shall be provided to covered employees as a result of the "termination of employment" due to a "mass layoff" at an "establishment" as these terms are defined under the Act.

If an Employer provides any employee with less than the number of days of notice required under the Act, the Employer shall provide that employee with an additional four (4) weeks of severance pay as required by the Act."

3. Leaves of Absence. Article 11 shall be modified as follows:

- A. Delete the two (2) year seniority requirement from paragraph 11.4.

4. Vacations. Article 12 (Vacations) shall be modified as follows:

- A. Add the following as paragraph 12.4 :

"If the Employer fails to pay in accordance with Article 12.3 when the vacation has been regularly scheduled with approved written notice, the Employer shall pay an additional two (2) days for each vacation week due at that time."

5. Sick Days. Article 13 (Sick Days) shall be modified as follows:

- A. Add the following to paragraph 13.1:

"Part-time and full-time employees with less than twelve (12) months seniority shall accrue sick days at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum of forty (40) hours paid sick leave each calendar year. Employees may utilize their accrued sick leave after sixty (60) days of employment. Sick leave not used by the end of the year shall not carry over to the following year.

Full-time employees with twelve (12) months or more of employment shall be eligible for forty (40) hours of paid sick leave each calendar year. Part-time employees with twelve (12) months or more employment shall be eligible for twenty (20) hours of paid sick leave or paid sick accumulated at the rate of one (1) hour for each thirty (30) hours worked, whichever is greater. Sick leave not used by the end of the year shall not carry over to the following year."

- B. Add the following to paragraph 13.2:

“Eligible employees have a right to Paid Family Leave under New Jersey law for the care of a new baby or ailing relative or for victims (themselves or a close relative) of domestic or sexual violence, paid by the State of New Jersey. Paid leave may be up to up to 12 weeks at eight-five percent (85%) of salary capped at one thousand twenty-five dollars (\$1,025.00) a week.”

6. Health Fund. Article 15 (Health Insurance) shall be modified as follows:

- A. Add the following to paragraph 15.2:

“The Employer shall make contributions for all other employees at a rate of seventy-eight dollars (\$78.00) per month pursuant to Article 15, Section 15.2, except for locations in New Jersey south of Route 195.”

7. Pension Fund. Article 16 (Pension Benefits) shall be modified as follows:

- A. Effective January 1, 2024, the Employer shall contribute to the Building Service Local 32BJ Pension Fund, for the “Program C” plan of pension benefits, payable when and how the Trustees determine for employees in the Hudson Waterfront and Newark as set forth below. The Employer shall contribute for all employees eighty-three cents (\$0.83) per hour per employee.
- B. Effective January 1, 2026, for the NJ Suburbs, which includes all counties north of Route 195 except Hudson Waterfront and Newark, the Employer shall contribute for all employees thirty-eight cents (\$0.38) per hour per employee. to the Building Service Local 32BJ Pension Fund, for the “Program C” plan of pension benefits,

8. Legal Fund. Article 17 (Legal Fund) shall be modified as follows:

- A. Effective January 1, 2024, the monthly rate of contribution to the Legal Fund, payable when and how the Trustees determine, shall be one dollar (\$1.00) per employee.

Effective January 1, 2025, the monthly rate of contribution to the Legal Fund, payable when and how the Trustees determine, shall be fourteen dollars and sixty-three cents (\$14.63) per employee.

Effective January 1, 2026, the monthly rate of contribution to the Legal Fund, payable when and how the Trustees determine, shall be fourteen dollars and sixty-three cents (\$14.63) per employee.

Effective January 1, 2027, the monthly rate of contribution to the Legal Fund, payable when and how the Trustees determine, shall be one dollar (\$1.00) per employee.

9. Provisions Applicable to All Funds. Article 19 (Provisions Applicable to All Funds) shall be modified as follows:

A. Add the following to paragraph 19.4:

“The Employer shall make contributions to the Legal Fund upon the employee’s completion of six (6) months of employment.”

10. Workweek. Article 22 (The Workweek, Overtime and Method of Pay) shall be modified as follows:

A. Add the following to paragraph 22.1:

The Employer shall establish a regular workweek. Any work performed over forty (40) hours in a week shall be paid at time and one half (1 ½) the employee’s regular rate of pay. Employees who work at more than one (1) location shall have their hours combined in determining their overtime pay.

B. Add the following as paragraph 22.2:

(a) In the City of Newark and the Hudson Waterfront, for all locations (or contiguous groupings of locations) over 400,000 square feet, the minimum weekly shift shall be 27 and ½ hours.

(b) In all other Counties (and portions thereof with a contractual wage progression), for all locations (or contiguous groupings of locations) set forth below, the Employer agrees to contribute on behalf of all employees to the Local 32BJ Health Plan for the Tri-State Plan of Benefits at the contribution rates set forth in Article 15.1 pertaining to regular full-time employees:

All locations (or contiguous groupings of locations) of 400,000 square feet or more.

Additionally, the parties agree that the Employer shall have the right to increase the work hours of employees at locations covered by Article 22.2(b) in accordance with the seniority, reduction in force, and lay-off provisions of the Agreement. However, notwithstanding anything to the contrary above, the Employer shall contribute to the Building Service Local 32BJ Health Fund for all employees who work 27 and ½ hours per week or more at the rates for regular full-time employees set forth in Article 15.1.

11. Wages. Article 26 (Wages) shall be modified as follows:

A. Add the following to paragraph 26.1:

“Employees shall receive the minimum wage or the wage increase, whichever results in the greater rate of pay, in the amount and on the dates specified below:

	1/1/2024	Effective 10/1/2024		Effective 10/1/2025		Effective 10/1/2026		Effective 10/1/2027	
Hudson Waterfront Newark	\$19.55	\$20.55	\$1.00	\$21.55	\$1.00	\$21.95	\$0.40	\$22.80	\$0.85
NJ Suburbs*	\$18.00	\$19.00	\$1.00	\$20.00	\$1.00	\$20.40	\$0.40	\$21.25	\$0.85
South NJ**	\$16.00	\$17.00	\$1.00	\$17.75	\$0.75	\$18.50	\$0.75	\$19.50	\$1.00
Window Cleaner	\$24.80	\$25.80	\$1.00	\$26.80	\$1.00	\$27.20	\$0.40	\$28.05	\$0.85

*NJ Suburbs include all counties north of Route 195, except Hudson Waterfront and Newark.

** South NJ includes all counties south of Route 195.”

B. Add the following to paragraph 26.2:

“Leadpersons and handypersons shall be paid two dollars (\$2.00) per hour more than the minimum rate provided for cleaners in the applicable county or portion thereof, or shall receive the overscale increase as provided above if those increases shall result in a higher rate of pay.”

C. Add the following as paragraph 26.4:

“The Employer agrees to execute a rider reflecting prevailing wage standards where prevailing wage and/or benefit rates are greater than the terms in this Agreement for the applicable geography.”

12. Schools. Add the following as Article 33 (Schools):

“33.1 The Lead classification shall not apply at schools. Instead, the following classifications shall apply:

- (a) Custodian – School Cleaner
- (b) Custodian with Black Seal License - When a custodial employee holding a valid New Jersey Black Seal Boiler Operator’s License is operating the mechanical systems under their license for an hour or more, they shall receive a premium of an extra fifty cents (\$0.50) per hour above the Cleaner rate or fifty cents (\$0.50) per hour above their

regular rate, whichever results in the greater rate of pay. The premium shall be paid in hourly increments, i.e., the employee shall receive it for any portion of an hour worked under their license.

- (c) The Head custodians shall receive a premium of one dollar and fifty cents (\$1.50) per hour above the Cleaner rate or above their regular rate, whichever results in the greater rate of pay. Head custodians who hold a valid New Jersey Black Seal Boiler Operators License shall receive two dollars (\$2.00) per hour premium rate.
- (d) The implementation of these classifications shall be determined through rider bargaining for each school district.
- (e) Grounds workers shall be paid the handyperson pay rate of two dollars (\$2.00) an hour more than the minimum. A grounds worker is an employee who spends a minimum of twenty-five percent (25%) of their total working time working outside on school properties.

- 33.2 For accounts not covered by riders, the Employer shall pay the Article 26 wage rates and increases in any year in which the Employer's compensation is set in the bid. In extension years in which state law limits increased payments to the Employer to a CPI formula, the Employer shall pay wage increases based on the School Index formula below.

The Schools Index Percent shall be effective July 1st. The Schools Index Percent amount shall equal the total economic package (the total cost to the Employer for wages, health fund, legal fund, and training fund) in effect on June 30th for that year multiplied by the percentage increase in the CPI as described in Chapter 18 of the NJGS. The increased funding amounts shall be allocated first (1st) to fund the increased health fund costs. The remaining portion of the increase funding amount (if any) shall then be allocated to equal wage increases for all bargaining unit employees. Regardless of the Schools Index Percent amount the Employer shall pay the Benefit Fund rates set forth in Articles 15 through 18.

In the subsequent bid the wage rates in Article 26 shall apply in any year in which the Employer's compensation is set in the bid. In addition, the Employer who wins the bid shall pay each full-time employee who is on payroll the first (1st) day of the new contract a bonus of sixty-five dollar (\$65.00) for each full month the employee worked under the School Index formula for the first (1st) two (2) extension years and ninety (\$90.00) for each full month for the third (3rd) extension year, if there is one. For each part time employee who is on payroll the first (1st) day of the new contract the Employer winning the bid shall pay a bonus of thirty-five dollars (\$35.00) for each full month the employee worked under the School Index formula for the first two (2) extension years and forty-five dollars (\$45.00) a month for the third (3rd) extension year if there is one. The amount of the

bonus shall not exceed the wages that would have been paid if the employee had received the Article 26 wage rates during the time they received wages under the School Index formula. The bonus is due thirty (30) days after the new contract commences.

- 33.3 **Thomas Shortman Training Fund** - The Employer shall make all reasonable efforts to work with the Director of Facilities of the School District to ensure that the Boilers are available to the Training Fund Staff in order for them to conduct classes to educate employees to prepare them for the New Jersey Black Seal Licensing Examination.
- 33.4 **Prevailing Wage** - The Employer shall compensate all construction work in accordance with the New Jersey Prevailing Wage Law.
- 33.5 **Travel Between Schools** - When the Employer requires an employee to travel from one (1) school to another within a district or to another district during a workday as part of their required job duties, the Employer shall compensate the employee for their travel time. The Employer shall compensate an employee at the IRS mileage reimbursement rate for any such travel of ten (10) miles or more if the employee uses their own car. This does not apply to workers traveling between different part-time jobs.
- 33.6 **Seniority and Bumping** - For purposes of this Agreement, the entire school district shall be considered one (1) location. Accordingly, any bumping due to a reduction in force shall occur throughout the District and the seniority of an employee shall not be attributed to the particular school building they are assigned to, but rather the entire School District. A more senior employee in a higher job classification can bump the least senior custodian and would then receive the custodian rate.
- 33.7 **Snow** - It is understood that employees' regular job responsibilities include snow removal. The Employer shall offer overtime snow removal work on a volunteer basis in seniority order. If an insufficient number of employees volunteer, then the Employer may require employees to perform such work in inverse seniority order. If an employee is assigned to snow removal work but fails to report to work, they may not use a vacation, sick or floating day unless they provide a doctor's note excusing the absence when they report for their next scheduled workday.
- 33.8 **Loss of State Clearance** - Should an employee lose their state clearance to work in schools, the situation shall be treated as a loss of employment eligibility consistent with Article 23.1.
- 33.9 **Uniforms and Personal Appearance:**
- a. The parties agree that personal cleanliness and appearance are important in facility service. It is the policy that all employees shall wear clean

uniforms, maintain a high degree of personal cleanliness, and conform to hygienic practices while on duty.

- b. Uniforms appropriate to the shift and the school environment as determined by the School District and the Employer shall be provided to employees at no cost to the employees. The employees must wear other clothing and footwear as determined by the Employer.

33.10 The Employer will provide uniforms.

- a. The Employer shall provide, as it determines is appropriate, slip resistant shoes and/or shoe covers at no cost to the employees.
- b. If an employee destroys, damages, or loses their uniform, the employee shall be responsible for the cost of replacement.
- c. Employees must wear the uniform as directed by the Employer.

33.11 Upon a showing of majority support, the Union and Employer will enter into rider bargaining for each site. Consistent with the past practice of rider bargaining, the goal of such bargaining shall be to bring employees to the standard wage and benefit level for the relevant geography.”

13. Transit Benefit. Add the following as Article 34 (Transit Benefit):

“34.1 Employees may set aside up to two hundred sixty-five dollars (\$265.00) a month of pre-tax income to pay for train, bus or van commuting to work and an additional two hundred sixty-five dollars (\$265.00) a month to pay for parking at park-and-ride lots in accordance with the New Jersey Transit Benefit law.”

14. Side Letters. Add the following side letters:

SIDE LETTER ON BI-WEEKLY PAY SYSTEMS

It is the parties’ understanding that Employers who currently maintain bi-weekly pay systems shall not be required to convert their existing accounts/locations to a weekly system until December 31, 2027. No Employer that is paying employees at an account/location on a weekly basis as of December 1, 2023 shall commence paying employees at that account/location on a bi-weekly basis.

ABOVE SCALE RIDERS IN NEW JERSEY

AS OF DECEMBER 31, 2023

The following list may not be exhaustive. The Union is not waiving the provisions of any above-scale riders because they are not listed herein. The following is a list of above scale riders which are described in the 2020 NJCA. Terms below which are detailed are either alterations (because of inaccuracies in the 2020 NJCA or new items to detail:

Gateway 1

- All employees have 6 paid sick days. Workers get unused sick days paid out. Any employee who has perfect attendance for the entire calendar year shall receive a \$10 bonus.
- Gateway 2 All employees have 6 paid sick days. Workers get unused sick days paid out. Any employee who has perfect attendance for the entire calendar year shall receive a \$100 bonus.

Gateway 3

Gateway 4

- All employees have 6 paid sick days. Workers get unused sick days paid out. Any employee who has perfect attendance for the entire calendar year shall receive a \$100 bonus.

Prudential Headquarters (745 Broad Street, Newark)

Exxon Linden Add Juneteenth

Conoco Phillips Add Juneteenth

UBS Payne Webber

Merrill Lynch

McGraw Hill

PATH

Essex County Buildings

Ridgewood School District

Hillsdale School District

Franklin Lake School District

South Orange/Maplewood School District

Flemington School District

South Plainfield School District

Highland Park Public School

East Brunswick School District

Eatontown School District - Italian

Montville School District

Point Pleasant School District

Plunstead School District

Bridgewater School District
Logan School District
Kenilworth & Readington School District
Matawan – Aberdeen School District
Shore Regional School District
West Long Branch School District
Winslow School District
PSEG

Branchburg School District

- Regular custodian with black seal license gets \$1 more
- Head Custodian gets \$2 more
- Holidays: workers get paid for either MLK or Presidents day (employer decides which)
- Sick days: in lieu of 5 sick days they get 3 sick days and 2 personal days

South Plainfield SD

- 401K
- Lead Grounds. Shall receive \$1 above the minimum grounds rate
- Uniforms: at a minimum the employer will supply 6 shirts and 6 pairs of pants for all staff for the first year and 3 pairs of shirts and pants each successive year
- Holidays: paid holidays include the 6 holidays in the NJCA and the Day after Thanksgiving and either MLK or Presidents Day as determined by the employer.
- Sick days: in lieu of 5 sick days they get 3 sick days and 2 personal days

Highland SD

- 401K
- Holidays: paid holidays include the 6 holidays in the NJCA and the Day after Thanksgiving and either MLK or Presidents Day as determined by the employer.
- Sick days: in lieu of 5 sick days they get 3 sick days and 2 personal days

Prevailing Wage Sites

50 East State Street
50 West State Street
28 West State Street
33 West State Street
Trenton Train Station
MFHA in Trenton
Newark Penn Station
Newark Broad St Station
Secaucus Train Station
Federal Reserve in East Rutherford
The College of New Jersey (TCNJ)
Kean University
100 Connell Drive
100 Tice Blvd (Party City HQ)

**Hudson Valley and Fairfield County Economic Zone Addendum to the
2024-2027 Tri-State Contractors Agreement**

This Agreement is between SEIU Local 32BJ (hereinafter “the Union”) and the undersigned cleaning contractor (hereinafter “the Employer”) is an addendum to the 2024 Tri-State Contractors Agreement (collectively the “2024 CBA”) between the Employer and the Union.

1. Residential Ramp-Up Riders. Article 1 (Recognition) shall be modified as follows:

D. Add the following at the end of paragraph 1.1:

“If a signatory to Tri-State Collective Bargaining Agreement has or is awarded a contract for work in a residential building location in Hudson Valley, the parties shall engage in ramp-up rider bargaining as a means of reaching the economic terms set forth in the Building and Realty Institute of Westchester and the Mid Hudson Region agreement during the term of the existing Agreement, the successor agreement or later if extended by mutual agreement of the parties.”

2. Super-Seniority. Article 7 (Seniority and Bumping) shall be modified as follows:

A. Add the following as paragraph 7.8:

“In Fairfield County, the Shop Stewards shall have super-seniority for the purposes of layoff and recall, and may exercise it as long as they are qualified to do the remaining work to be determined by the Employer.”

3. Leaves of Absence. Article 11 (Leaves of Absence) shall be modified to add the following:

A. Add the following as paragraph 11.5:

“The Employer shall comply with the New York State Safe Time Leave Law, where applicable. Hudson Valley employees may use sick/safe leave for an absence from work when the employee or employee’s family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking as set for in the Safe Time Leave law.”

4. Sick Leave. Article 13 (Sick Days) shall be modified as follows:

A. Add the following at the end of paragraph 13.1:

“All employees shall be entitled to seven (7) sick days per calendar year, except in an employee’s first (1st) year of employment, employees receive three (3) sick days as of their 90th calendar day of employment, and a pro-rated number of additional days up to seven (7) after the employee’s 270th calendar day of employment. Should an employee be eligible for additional paid sick time under applicable law than described herein, the employee will be provided with the required amount of sick time in accordance with the applicable law.

If by December 1st a full-time employee has not exhausted their paid sick leave, the employee shall receive pay in lieu of such sick leave at their regular rate. Unused sick leave shall be paid in the payroll period closest to December 15th.”

- B. Add the following as paragraph 13.4:

“In the event the Employer willfully fails to pay unused sick leave in a timely manner as required above, and upon written notice from the union, the Employer agrees that they will pay the equivalent of one day’s pay for each week after the date it received notice from the union until payment is made.”

5. Health Fund. Article 15 (Health Insurance) shall be modified as follows:

- A. Delete paragraph 15.2 and replace it with the following:

“For all other employees, the Employer shall make monthly contributions to the Health Fund, payable when and how the Trustees determine, to cover such employees and their eligible dependents with such health benefits as may be determined by the Trustees of the Health Fund.

Effective January 1, 2024, the Employer shall contribute \$78.00 monthly per employee.”

6. Pension Fund. Article 16 (Pension Benefits) shall be modified as follows:

- A. Add the following to paragraph 16.1:

“The Employer shall continue making contributions to the Service Employees Local 32BJ North Pension Fund on behalf of the employees for whom it is currently making contributions as provided for under any rider or other agreements with the Union. Such contributions shall be made on behalf of all regularly scheduled employees in accordance with the specific provisions below. The contributions shall be made under and subject to such rules, regulations and conditions as maybe established by the Trustees of the Pension Fund.

Effective January 1, 2026, the Employer shall make contributions to the Service Employees Local 32BJ North Pension Fund on behalf of the employees working in locations (or contiguous groupings of locations), including higher education institutions and malls, of 300,000 sqf. or more. The rate of contribution shall be forty-three (\$0.43) cents hourly for all hours worked and/or paid for, for each employee covered by this Agreement, payable when and how the Trustees determine.

Effective January 1, 2027, the Employer shall make contributions to the Service Employees Local 32BJ North Pension Fund on behalf of the employees working at locations (or contiguous groupings of locations), higher education institutions and malls, of 250,000 sqf. or more. The rate of contribution shall be forty-three (\$0.43) cents hourly for all hours worked and/or paid for, for each employee covered by this Agreement, payable when and how the Trustees determine.”

7. Legal Fund. Article 17 (Legal Fund) shall be modified as follows:

A. Add the following to paragraph 17.1:

“Effective January 1, 2024, the rate of contribution to the Legal Fund shall be fourteen dollars and sixty-three cents (\$14.63) per month for each employee.

Effective January 1, 2027, the rate of contribution to the Legal Fund shall be one dollar (\$1.00) per month for each employee.”

8. Provisions Applicable to All Funds. Article 19 (Provisions Applicable to All Funds) shall be modified as follows:

A. Add the following to paragraph 19.4:

“The Employer shall make contributions to the Legal Fund upon the employee’s completion of the six (6) month employment period. No contributions to the Legal Services Fund shall be made on behalf of an employee who does not complete the six (6) month employment period.”

9. Workweek. Article 22 (The Workweek, Overtime and Method of Pay) shall be modified as follows:

A. Add the following to paragraph 22.1:

“The workweek for full-time employees shall consist of five (5) consecutive days of eight (8) hours with a one-half (½) hour unpaid lunch period close to the middle of the shift as practical. There shall be no split shifts. All full-

time employees shall be allowed one (1) fifteen (15) minute paid relief period during each eight (8) hours worked. Any work performed over forty (40) hours in a week shall be paid at time and one half (1 ½) the employee’s regular rate of pay. Work performed in excess of eight (8) hours in a day shall be paid at time and one half (1 ½) the employee’s regular rate of pay. Employees who work at more than one location shall have their hours combined in determining their overtime pay. Employees regularly scheduled to work 27 ½ hours a week are full-time.”

B. Add the following as paragraph 22.2

“The Employer agrees to contribute on behalf of all employees to the Local 32BJ Health Plan for the Tri-State Plan of Benefits at the contributions rates set forth in Article 15 pertaining to full-time employees, at all locations (or contiguous groups of locations) of 400,000 square feet or more in all single-tenant and multi-tenant buildings in the Cities of Stamford and White Plains, as well as 850 Main Street in Bridgeport (M&T Bank Building), 1 American Lane in Greenwich, and Greenwich Office Park in Greenwich.

Additionally, the parties agree that the Employer shall have the right to increase the work hours of employees at locations covered by this provision in accordance with the seniority, reduction in force, and lay-off provisions of the Agreement. However, notwithstanding anything to the contrary above, the Employer shall contribute to the Building Service Local 32BJ Health Fund for all employees who work 27 and ½ hours per week or more at the rates for regular full-time employees set forth in Article 15.1.”

C. Add the following as paragraph 22.7:

“All work performed on a sixth (6th) consecutive day shall be paid for at time and one -half (1½) the employee's regular rate. All work performed on a seventh (7th) consecutive day shall be paid for at double (2x) the employee's regular rate.”

10. Wages. Article 26 (Wages) shall be modified as follows:

A. Add the following to paragraph 26.1:

“The minimum hourly rates and wage increases for all employees shall be as follows:

I. The minimum hourly wage rate for all employees shall be:

October 1, 2024	\$19.45 /hour
October 1, 2025	\$20.45/hour
October 1, 2026	\$20.85/hour
October 1, 2027	\$21.70/hour

II. All employees (including “red-circled” employees) shall receive the minimum hourly wage rate forth in 26.1 above or the following hourly increase, whichever results in a higher rate of pay:

October1, 2024	\$1.00/hour
October 1, 2025	\$1.00/hour
October 1, 2026	\$0.40/hour
October 1, 2027	\$0.85/hour

III. All window cleaners in Hudson Valley shall receive the following minimum hourly wage rate, or the following hourly increase, whichever results in a higher rate of pay:

	<u>Minimum Rate</u>	<u>Hourly Increase</u>
October 1, 2024	\$24.78/hr	\$1.00/hr
October 1, 2025	\$25.78/hr	\$1.00/hr
October 1, 2026	\$26.18/hr	\$0.40/hr
October 1, 2027	\$27.03/hr	\$0.85/hr”

B. Add the following to paragraph 26.3:

“The minimum rate for lead persons shall be fifty cents (\$0.50) an hour more than the minimum rates set forth in 26.1 above.”

11. Uniforms. The following shall be added as Article 33 (Uniforms):

“33.1 The Employer shall continue the policy of providing uniforms where now in use. The uniforms shall be furnished without cost to the employees. The Employer shall continue to maintain uniforms where it is the existing practice.”

12. Work Assignments and Schedule Changes. The following shall be added as Article 34 (Work Assignments and Schedule Changes):

“34.1 An employee assigned to a different job classification or transferred to a different job location which provides greater compensation shall be paid at either their

regular rate of pay or the rate of pay in the new job classification or at the new location, whichever is higher.

34.2. Employees who are required to use their own vehicles to travel job to job shall be compensated at the rate established by the Internal Revenue Service.

34.3 The Employer will provide fourteen (14) calendar days advance notice to the Union and to affected employees of any change to the work schedule for employees with a regular part-time or regular full time schedule. The Employer will provide as much advance notice as possible to the Union and to event workers, temporary workers, project workers or seasonal workers in the event their schedule changes. There shall be no retaliatory or preferential schedule or shift changes. Changes to the shift length that result in the employee(s) becoming eligible for full time health benefits (e.g. a part time shift becoming a full time shift) shall be posted according to the procedure in Article 21.”

13. Supervisors. The following shall be added as Article 35 (Supervisors):

“Supervisors shall not perform bargaining unit work except when instructing employees or during emergencies caused by circumstances beyond the control of the Employer.”

14. Side Letters. Add the following side letters:

Side Letter Regarding FMLA

The Employer will not be required to make benefit fund contributions for employees who are on leaves of absence, except as required by the Family Medical Leave Act.

Side Letter Regarding the Bronx

Notwithstanding anything to the contrary in the 2005 HVCA, or the 2005 ICA, or RABCA, the Union and the Employer will negotiate rider agreements for all existing commercial office building accounts in the Bronx.

Side Letter Regarding a Respectful and Professional Workplace

The Union and interested Employers will form a committee to develop and pilot a training program for lead persons.

Side Letter Regarding the 150 Kettletown Road

Notwithstanding anything to the contrary, 150 Kettletown Road, Southbury, Connecticut shall be covered by the 2024 Tri-State Agreement and this Economic Zone Addendum.

**WORK LOCATIONS WITH RIDERS IN FAIRFIELD IN
EFFECT AS OF DECEMBER 31, 2023**

Fairfield County

Name of Bldg	City
100 Beard Saw Mill Rd	Shelton
181 Harbor Drive	Stamford
208-232-250-262-290 Harbor Plaza	Stamford
35 Nutmeg Drive	Trumbull
400 Atlantic St	Stamford
600 Steamboat Rd	Greenwich
677 Washington Blvd	Stamford
750 Washington	Stamford
800 Connecticut Ave	Norwalk
Bridgewater/10 & 20 Westport Rd	Wilton
Bridgewater/100-500 Nyala Farms Rd	Westport
Bridgewater/45 Glover St	Norwalk
Greenwich Office Park	Greenwich
Norwalk Aquarium	Norwalk
Stamford Police Department	Stamford
Weston Schools	Weston
Bridgeport Transportation Center	Bridgeport
Stamford Train Station	Stamford

Fairfield University (1073 N. Benson Road)	Fairfield
Stamford Courthouse (123 Hoyt Street)	Stamford

WORK LOCATIONS WITH RIDERS IN HUDSON VALLEY
IN EFFECT AS OF DECEMBER 31, 2023

Hudson Valley

Name of Bldg	City
*1 Blue Hill Plaza	Pearl River
*1 Mead Way	Bronxville
* 1 North Broadway	White Plains
* 1 North Lexington	White Plains
1 Ridge Hill Blvd	Yonkers
City Center Mall	White Plains
*1075 Broadway	Pleasantville
1100 King St	Rye Brook
*1101 Kitchawan Rd	Yorktown
111 Main St	White Plains
1133 Westchester	White Plains
120 White Plains Road	White Plains
*123 Main St	White Plains
155 Corporate Drive	Orangeburg
2000 Corporate Drive	Orangeburg
2000 Purchase	Purchase
2000 Westchester Ave	Purchase
*2300 Westchester Ave	Bronx
235-245 Main St	White Plains
*2532 Grand Concourse	Bronx

Name of Bldg	City
*50 Main St	White Plains
Robert Martin (skyline Dr)	Valhalla
*511 Benedict Ave	Tarrytown
520 White Plains Road	Tarrytown
*500-540 White Plains Road	Tarrytown
555 Taxter Rd	Elmsford
555 Theodore Fremd Blvd	Rye
560 White Plains Rd	Tarrytown
565 Taxter	Elmsford
*660 White Plains Rd	Tarrytown
73 Market St	Yonkers
*777 Old Saw Mill River Rd	Hawthorne
*78 North Broadway	White Plains
*81 Main St	White Plains
861 Bedford Road	pleasantville
925 & 1025 Westchester Ave	White Plains
Chase Banks	Mt. Vernon
*Fordham Plaza	Bronx
Gateway Bldg Garage	White Plains
High Point of Hartsdale	Hartsdale

3 College Road	Purchase
*300 Quarropas	White Plains
3030 Third Ave	Bronx
400-500 Westcheter Ave	White Plains
*44 South Broadway	White Plains
440 Mamaroneck	White Plains
498 Red Apple Ct	Central Valley
Palisade Mall	Nanuet

Horace Mann School	Bronx
*IBM Armonk & North Castle	Armonk
*IBM Sterling Forest	Sterling Forest
Manhattanville College	Purchase
*NY Medical College	Valhalla
Robert Martin (skyline Dr)	Valhalla
Westchester County Airport	White Plains

*Better terms include pension contributions

RAMP-UP RIDERS

Keio Academy
City Center Mall
Palisades Mall

**Long Island Economic Zone Addendum to the
2024-2027 Tri-State Contractors Agreement**

This Agreement between SEIU Local 32BJ (hereinafter “the Union”) and the undersigned cleaning contractor (hereinafter “the Employer”) is an addendum to the 2024 Tri-State Contractors Agreement (collectively the “2024 CBA”) between the Employer and the Union.

1. Ramp-up Riders. Article 1 (Recognition) shall be modified as follows:

A. Add the following at the end of paragraph 1.1:

“If a signatory to the Tri-State Contractors Agreement is awarded a contract for work in a residential building location in Long Island, the parties shall engage in ramp-up rider bargaining as a means of reaching the economic terms set forth in the RAB Long Island Apartment Building Agreement during the term of the existing Tri-State Agreement, its successor agreement or later if extended by mutual agreement of the parties.”

2. Recall. Article 7 (Seniority and Bumping) shall be modified as follows:

A. Add the following as paragraph 7.10:

“7.10 Any employee who received termination pay and is subsequently rehired shall keep their termination pay and for purpose of future termination pay shall receive the difference between what they have received and what they are entitled to if subsequently terminated at a future date. Any vacation monies paid shall be credited to the Employer against the current vacation entitled.”

3. No Strike Clause. Article 10 (Picket Line/No Strike Clause) shall be modified as follows:

A. Add the following at the end of paragraph 10.2:

“In connection with 10.2(b), the Union may compel payment of lost wages to any employee for the period they engaged in such activity. Upon compliance with the award or judgment and payment of lost wages, such activity shall cease.”

B. Add the following as paragraph 10.4:

“10.4 The Employer will not do the work of the striking employees if the Union is conducting an authorized strike.”

4. Vacations. Article 12 (Vacations) shall be modified as follows:

A. Paragraph 12.2(f) shall be deleted and replaced by the following:

“An employee who leaves their job on their own accord or who is terminated shall be entitled to their accrued vacation pay and any other accrued benefits.”

5. Sick Leave. Article 13 (Sick Days) shall be modified as follows:

A. Add the following to paragraph 13.1:

“Any regular employee with at least one (1) year of service in the facility or with the same employer shall receive in a calendar year from the Employer ten (10) paid sick days for bona fide illness. Employees shall receive sick pay whether such illness is covered by New York State Disability Benefits and/or Workers Compensation Benefits; however, there shall be no pyramiding or duplication of Disability Benefits and/or Workers Compensation, with sick pay.

Employees in their first years of employment shall receive fifty-six (56) hours of paid sick leave per calendar year (accrued at the rate of one (1) hour for every thirty (30) hours worked)”

B. Add the following at the end of paragraph 13.1:

“Employees who have continued employment to the end of a calendar year and have not used all sick days shall be paid one (1) full day’s pay for each unused sick day. The Employer shall be responsible for paying all unused sick days, as set forth herein, as of December 31st of a calendar year by the end of January of the subsequent calendar year”

C. Add the following as paragraph 13.4

“For the purposes of this Article, one (1) year’s employment shall be reached on the anniversary date of employment. Upon reaching their anniversary date, an employee shall be entitled to a pro-rated allotment of sick days for the remainder of the calendar year. Employees employed less than forty (40) hours a week on a regular basis shall receive a pro rata portion of sickness benefits computed on a forty (40) hour workweek.”

D. Add the following as paragraph 13.5:

“Any employee who has a perfect attendance record for the calendar year shall receive an attendance bonus of \$125.00 in addition to payment of unused sick days. Perfect attendance means the employee has not used any sick days, except that any sick day or unpaid leave that qualifies under the Family Medical Leave Act shall not be considered.”

6. Health Fund. Article 15 (Health Insurance) shall be modified as follows:

A. Paragraph 15.1 shall be modified to include employees hired before January 1, 2005 who are regularly employed twenty-four (24) hours or more per week as eligible for Health Benefits.

B. Paragraph 15.4 shall be deleted and replaced with the following:

“The Employer shall make contributions of \$78 monthly for all other employees.”

7. Pension Fund. Article 16 (Pension Benefits) shall be modified as follows:

A. Add the following at the end of paragraph 16.1:

“The Employer shall continue to make contributions to a pension trust fund known as the “Building Service 32BJ Pension Fund” to cover bargaining unit employees at all locations at which it currently makes contributions (or where the Employer takes over an account where contributions are already being made on the effective date of this Agreement). A list of covered sites is attached as an Appendix to this Agreement.”

B. Add the following as paragraphs 16.2 through 16.5:

“16.2 The Employer shall continue to make contributions to a pension trust fund known as the “Building Service 32BJ Pension Fund” to cover bargaining unit employees at all locations at which it currently makes contributions (or where the Employer takes over an account where contributions are already being made on the effective date of this Agreement). A list of covered sites is attached as an Appendix to this Agreement.”

16.3 Employees unable to work and who are on statutory short term disability benefits or workers’ compensation shall continue to accrue pension credits without employer contributions during the periods of disability up to six (6) months or the period of disability, whichever is sooner.

16.4 If the Employer has in effect a pension plan which provides benefits equivalent to or better than the benefits provided herein, the Employer may continue to cover its employees under its existing plan in lieu of the Fund,

provided such plan continues to provide benefits equivalent to or superior to the benefits provided herein, and shall be relieved of the obligation to make contributions to the Fund for the period of such other coverage. In no event shall the Trustees or any of them or the Union, directly or indirectly, by reason of this Agreement, be understood to consent to the extinguishment, change or diminution of any legal rights, vested or otherwise, that anyone may have in the continuation in existing form of any such Employer pension plan, and the Trustees or any of them and the Union shall be held harmless by an Employer against any action brought by anyone covered under such Employer's plan asserting a claim based upon anything done pursuant to this paragraph. Notice of the pendency of any such action shall be given the Employer who may defend the action on behalf of the indemnitee.

16.5 Effective January 1, 2024, the rate of contribution shall be sixty cents (\$0.60) hourly for all hours worked and/or paid for, for each employee covered by this Agreement, payable when and how the Trustees determine.

Effective January 1, 2025, the rate of contribution shall be sixty-two cents (\$0.62) hourly for all hours worked and/or paid for, for each employee covered by this Agreement, payable when and how the Trustees determine.

Effective January 1, 2026, the rate of contribution shall be sixty-four cents (\$0.64) hourly for all hours worked and/or paid for, for each employee covered by this Agreement, payable when and how the Trustees determine.

Effective January 1, 2027, the rate of contribution shall be sixty-six cents (\$0.66) hourly for all hours worked and/or paid for, for each employee covered by this Agreement, payable when and how the Trustees determine.”

8. Legal Fund. Article 17 (Legal Fund) shall be modified as follows:

- A. Effective January 1, 2024, the monthly rate of contribution to the Legal Fund, payable when and how the Trustees determine, shall be \$1.00 per employee.

Effective January 1, 2025, the monthly rate of contribution to the Legal Fund, payable when and how the Trustees determine, shall be \$14.63 per employee.

Effective January 1, 2026, the monthly rate of contribution to the Legal Fund, payable when and how the Trustees determine, shall be \$14.63 per employee.

Effective January 1, 2027, the monthly rate of contribution to the Legal Fund, payable when and how the Trustees determine, shall be \$1.00 per employee.

9. Provisions Applicable to All Funds. Article 19 (Provisions Applicable to All Funds) shall be modified as follows:

A. Add the following to paragraph 19.4:

“There shall be no Employer contributions to the Legal Fund on behalf of employees during their first three (3) months of employment.”

10. Holidays. Article 20 (Holidays) shall be modified as follows:

A. Add the following as paragraphs 20.5 through 20.8:

“20.5 Any regular employee whose regular day off, or one of whose regular days off, falls on a contract holiday, shall receive an additional day’s pay therefore, or, at the option of the Employer, shall receive an extra day off with pay within a period of ten (10) days prior to or ten (10) days after said regular day off, provided that said extra day off is granted in conjunction with the employee’s two regular days off so that the employee receives a minimum of three consecutive days off.

20.6 Any employee who is required to work on Election Day and who gives legal notice, shall be allowed two (2) hours off, such hours to be designated by the Employer, while the polls are open. These two (2) hours shall be included in the eight (8) hour day for which such employee receives their regular straight time pay, but shall not be considered as hours actually worked for purposes of premium pay.

20.7 All employees shall receive two personal days in each contract year. These personal days are in addition to the holidays listed on paragraph 20.1. Employees may select a personal day off on five (5) days notice to the Employer provided such selection does not result in a reduction of employees in the building below 75% of the normal work staff. Selections shall be made in accordance with seniority.”

20.8 Every regular full time employee who has been employed in the building for one (1) year or more shall be entitled, upon one (1) week’s notice to their Employer, to take one (1) day off in each calendar year at straight time pay to visit the office of any one of the benefit funds for the purpose of conducting business at the benefit fund office. Such employee shall receive an additional one (1) day off with pay to visit the benefit fund office if the office requires such a visit. To receive payment for such days,

the employee shall exhibit a signed statement from the benefit fund office. In the event that an employee chooses to visit any one of the benefit fund offices after having used up their entitlement pursuant to this paragraph, the employee may use any of their sick days for that purpose.”

11. Workweek. Article 22 (The Workweek, Overtime and Method of Pay) shall be modified as follows:

A. Add the following to paragraph 22.1:

“The workweek for full-time employees shall consist of five (5) consecutive days of eight (8) hours with a one-half (½) hour unpaid lunch period close to the middle of the shift as practical. There shall be no split shifts. Any work performed over forty (40) hours in a week shall be paid at time and one-half (1½) the employee’s regular rate of pay. Work performed in excess of eight (8) hours in a day shall be paid at time and one-half (1½) the employee’s regular rate of pay. Employees who work at more than one (1) location shall have their hours combined in determining their overtime pay.

All work performed on a sixth consecutive day shall be paid for at time and one half (1 ½) the employee's regular rate. All work performed on a seventh consecutive day shall be paid for at double (2x) the employee's regular rate.”

12. Non-Discrimination. Article 25 (Non-Discrimination) shall be modified as follows:

A. Add the following as paragraph 25.4:

“All such claims shall be subject to the grievance and arbitration procedure (Article 5) as sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.”

13. Wages. Article 26 (Wages) shall be modified as follows:

A. Add the following to paragraph 26.1

“Employees shall receive the minimum hourly wage rate or the following hourly increase, whichever results in a higher rate of pay:

The minimum wage rate for cleaners on the effective date of this agreement shall be \$17.00 per hour.

Effective January 1, 2024, all employees will receive a raise of \$1.00/hour or \$17.00 per hour, whichever results in the higher rate of pay.

Effective January 1, 2025, all employees will receive a raise of \$0.75/hour or \$17.75 per hour, whichever results in the higher rate of pay and the minimum wage rate will be \$17.75 per hour.

Effective January 1, 2026, all employees will receive a raise of \$0.75/hour or \$18.50 per hour, whichever results in the higher rate of pay and the minimum wage rate will be \$18.50 per hour.

Effective January 1, 2027, all employees will receive a raise of \$0.50/hour or \$19.00 per hour, whichever results in the higher rate of pay and the minimum wage rate will be \$19.00 per hour.”

B. Add the following to paragraph 26.3:

“The minimum rate for handypersons shall be \$1.50 more an hour and for forepersons shall be \$1.00 more an hour than the minimum rate set forth in paragraph 26.1 above.”

C. Add the following to paragraph 26.4:

"All forepersons shall be paid at least \$1.50 an hour above the minimum applicable federal, state, or local hourly minimum wage rate; and all handypersons shall be paid at least \$2.00 an hour above that minimum.”

14. Uniforms. Add the following as Article 38 (Uniforms)

“38.1 The Employer shall continue the policy of providing uniforms where now in use. The uniforms shall be furnished without cost to the employees and the Employer will be required to provide for their maintenance. Upon termination of employment, employees shall return their uniforms to the Employer.

38.2 In the event an employee is required to remove snow, they shall be furnished adequate clothing and equipment by the Employer at no cost.”

15. Termination Pay. Add the following as Article 39 (Termination Pay):

“39.1 In case of termination of employment because of the employee’s physical or mental inability to perform their duties or from reduction in force, the employee shall receive, in addition to accrued vacation, termination pay according to service in the building or with the Employer as follows:

Employee with		Pay
5 years but less than 10 years service	-	1 week wages
10 years but less than 15 years service	-	2 weeks wages
15 years but less than 19 years service	-	3 weeks wages
19 years but less than 22 years service	-	4 weeks wages

22 years or more of service

- 5 weeks wages

An employee physically or mentally unable to perform their duties may resign and receive the above termination pay if they submit written certification from a physician of such inability at the time of termination.

39.2 The right to accept termination pay and resign where there has been a reduction in force shall be determined by seniority. Termination pay shall be offered to the most senior employee, then to the next most senior and so on until accepted. If no employee accepts the offer, the least senior employee of the Employer based upon company-wide seniority (within the geographic scope of this agreement) shall be terminated and shall receive applicable termination pay.

39.3 Weeks pay means the regular straight time pay at the time of termination. If the Employer offers part-time employment to the employee entitled to termination pay for the period of their full-time employment, and if the employee accepts such part-time employment, they shall be considered a new employee for all purposes. Any employee who accepts termination pay who is rehired in the same facility or with the same Employer shall be considered a new employee for all purposes.

39.4 For purposes of this section, sale or transfer of a building shall not be considered a termination of employment so long as the employee or employees are hired by the purchaser or transferee, in which case they shall retain their building seniority for all purposes.

39.5 The obligation to pay termination pay shall be borne by the last employer with whom an employee entitled to termination pay was employed.”

16. Disability Benefits. Add the following as Article 40 (Disability Benefits/Unemployment Insurance):

“40.1 The Employer shall cover its employees so that they shall receive maximum weekly cash benefits provided under the New York State Disability Benefits Law on a noncontributory basis, and also under the New York State Unemployment Insurance Law, whether or not such coverages are mandatory.

40.2 Failure to cover employees makes the Employer liable to an employee for all loss of benefits and insurance.

40.3 The Employer will cooperate with employees in processing their claims and shall supply all necessary forms, properly addressed, and shall post adequate notice of places for filing claims.

40.4 If the employee informs the Employer they are requesting Workers’ Compensation Benefits then no sick leave shall be paid to such employee unless they specifically

request in writing payment of such leave. If an employee informs the Employer they are requesting disability benefits then only five (5) days sick leave shall be paid to such employee (if they have that amount unused) unless the employee specifically requests in writing payment of additional available sick leave.

40.5 Any employee required to attend their Workers' Compensation hearing shall be paid for their regularly scheduled hours during such attendance.

40.6 Any cost incurred by the Union to enforce the provision of this article shall be borne by the Employer.”

17. Other Terms. Add the following as Article 41 (Other Terms):

“41.1 Employees shall be reimbursed for loss of personal property caused by fire or flood in the building.

41.2 Adequate sanitary arrangements shall be maintained in every building, and individual locker and key thereto and rest room key, where rest room is provided, and soap, towels and washing facilities shall be furnished by the Employer for all employees. The rest room and locker room shall be for the exclusive use of employees servicing and maintaining the building.

41.3 The regularly assigned Fire Safety Director, appointed by the Employer and certified by the Fire Department, shall be paid a lump sum bonus of \$500.00 per year on December 1 of each calendar year. If more than one (1) person serves in the same position during the year, the bonus shall be prorated. The Employer shall have the right to designate the Fire Safety Director.

41.4 Where extreme cold or hot weather causes hardship to the employees in the performance of their normal duties, the Union has the right to request the Employer to revise work schedules so as to give employees such advantage of retained heat or cold as may be compatible with the efficient operation of the building.

41.5 Where an Employer after receiving written notice from the Union that they are delinquent with respect to either wage payments, health payments, pension payments, or dues or initiation fees, that Employer is to be given thirty (30) days within which to correct any deficiency on their books. After the thirty (30) day period, the Union may audit the books of that Employer. If the audit shows that the Employer has corrected any and all violations, then it shall not be regarded as “willful” and the audit shall be paid for by the Union. If on the other hand, the audit shows that the Employer has not corrected all violations, then it shall be regarded as “willful” and he shall be made to pay the costs of the audit and also pay the other items agreed upon as “damages” plus 15% interest.

41.6 The Employer shall make every effort to consolidate jobs where it is feasible to do so in order that their employees will be covered by the Health Fund. If the Union finds

that an employer has failed to effect a job consolidation requested by the Union, or that the Employer requires some other type of relief, such as additional time in which to effect the consolidation, the Employer may communicate with the Union in writing, setting forth their reasons in detail. The Union may then afford the Employer some or all of the requested relief by means of a written notice. If the Union rejects the Employer's request, it must do so in writing, and the Employer shall effect the requested consolidation within fifteen (15) days after receipt of the Union's notice, or the Employer shall be required to make payments into the Health Fund which are sufficient to cover the employees in question, unless during the same period, the Employer submits the matter directly to the Contract Arbitrator. In such cases, the arbitrator shall take into consideration the following factors: (a) the primary purpose is to provide health coverage for the maximum number of employees under this Agreement and to prevent circumvention with respect to such coverage; (b)(1) Inability to do a job in more than a prescribed number of hours because of the conditions prevailing on the job, coupled with the fact that other work cannot be made available to the employee or because jobs are so isolated as to make it impracticable to consolidate; (2) Refusal of employees to work more than the assigned number of hours and inability of the Union to replace such employees with employees who are willing to work longer hours. If the Arbitrator should find that an Employer's refusal to consolidate was in willful violation of the criteria set forth, they may require payments into the Health, Pension and or Legal Funds on a retroactive basis.

41.7 The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

41.8 The Employer and the Union will work together to facilitate mutual respect, good communications, to ensure a productive and professional work environment where employees and the Employer work together to solve problems fairly and equitably.”

18. Work Assignments and Schedule Changes. Add the following as Article 42 (Work Assignments and Schedule Changes):

42.1 An employee assigned to a different job classification or transferred to a different job location which provides greater compensation shall be paid at either their regular rate of pay or the rate of pay in the new job classification or at the new location, whichever is higher.

42.2 Employees who are required to use their own vehicles to travel job to job shall be compensated at the rate established by the Internal Revenue Service.

42.3 The Employer will provide fourteen (14) calendar days advance notice to the Union and to affected employees of any change to the work schedule for employees with a regular part-time or regular full-time schedule. The Employer will provide as much advance notice as possible to the Union and event workers, temporary workers, project workers or seasonal workers in the event their schedule changes. There shall be no retaliatory or preferential schedule or shift changes. Changes to the shift length that

result in the employee(s) becoming eligible for full-time health benefits (e.g. a part-time shift becoming a full-time shift) shall be posted according the procedure in Article 21.

19. Side Letters. Add the following side letters:

SIDE LETTER ON WINDOW CLEANERS AND EXTERMINATORS

The parties agree that they will meet to negotiate a Rider that addresses those unique and special terms and conditions of window cleaners and exterminators.

SIDE LETTER ON NATIONAL ENERGY POLICY

The parties agree to abide by the terms of any mandatory national energy policy.

SIDE LETTER ON FULL TIME WORK OPPORTUNITIES

The Union and the Employer agree to establish a Joint Committee to discuss ways in which to increase the number of full-time workers employed in the industry.

SIDE LETTER ON BETTER TERMS AND CONDITIONS

The parties agree and understand that Article 9 does not require the Employer to maintain employee schedules that result in ongoing schedules that exceed forty (40) hours of work each week. In lieu of maintaining such schedules, the Employer may re-assign the regularly scheduled overtime to other unit employees who are currently scheduled less than twenty-seven and one half (27 ½) hours a week.

The parties further agree and understand that nothing in Article 6 requires an Employer on taking over an account from a Union signatory contractor to maintain the hours of an employee who is already employed by the Employer at another location if doing so shall result in that employee being regularly scheduled for overtime. For example, if an Employer already employs an employee at job-site A forty (40) hours a week and then takes over the work at job-site B from another employer where the employee also works twenty (20) hours a week, the Employer shall not be required to retain the employee at both locations. Rather, the Employer shall offer the employee the choice of which location they wish to continue their employment and hours with the Employer. The employee will retain their overall Company seniority and their building seniority at the location at which they continue their employment. The Employer shall be required to fill the position vacated by the employee at the location at which the employee declined to continue employment.

SIDE LETTER ON LEAD PERSON TRAINING

The Union and interested Employers will form a committee to develop and pilot a training program for lead persons.

**PENSION FUND LOCATIONS IN LONG ISLAND
AS OF DECEMBER 31, 2023**

3000 Marcus Avenue
3 Dakota Drive
5 Dakota Drive
3003 New Hyde Park Road
6 Ohio Drive
Chase Banks
2001 Marcus Avenue
15 Hempstead Garden Drive
626 Rexcorp Plaza
2 Huntington Quadrangle
900 Stewart Avenue
990 Stewart Avenue
Nassau Community College
120 Hicksville Rd/ Massapequa
NEW YORK INSTITUTE OF TECHNOLOGY LI CAMPUS-
OLD WESTBURY
1985 Marcus Avenue
1235 Franklin Avenue
90 Merrick Avenue
300 Broadhollow Road
741 Zeckendorf Blvd

ADDITIONAL SITES WITH RIDERS IN LONG ISLAND

Nassau Coliseum
UBS Arena
Greenacres Mall