

**CONNECTICUT CONTRACTORS AGREEMENT**

**Between**

**SERVICE EMPLOYEES' INTERNATIONAL UNION**

**LOCAL 32BJ**

**And**

**[-----]**

**January 1, 2012 – December 31, 2015**

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# **AGREEMENT**

## **PREAMBLE**

This Agreement shall be effective January 1, 2012, by and between [the Employer], and Local 32BJ, Service Employees International Union, (hereinafter referred to as the “Union”).

## **Article 1**

### **Recognition**

- 1.1 This Agreement shall apply to all occupational classifications of building service employees employed by the Employer in the State of Connecticut (outside of the City of Hartford, Hartford County and Fairfield County) in any facility, excluding commercial office buildings under 100,000 square feet.
- 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 2012 Independent or Realty Advisory Board on Labor Relations, Inc., Contractors Agreement;
  - b. The 2012 Long Island Contractors Agreement;
  - c. The 2012 New Jersey Contractors Agreement;
  - d. The 2012 Hudson Valley and Fairfield County Contractors Agreement;
  - e. The 2012 Philadelphia BOLR or Independent Contractors Agreement;
  - f. The 2012 Hartford County Cleaning Contractors Assn. Agreement;

- g. The 2011 Washington Service Contractors Assn. Agreement;
- h. The 2012 Philadelphia Suburban Contractors Agreement;
- i. The 2012 Delaware Contractors Agreement;
- j. The 2011 Pittsburgh Central Business District Contractors Agreement; and
- k. The 2011 Suburban Pittsburgh Contractors Agreement.

1.3 All terms and conditions of this Agreement shall apply to employees in Class A and Class B commercial office buildings 100,000 square feet or over. Economic terms and conditions for employees at hospitals, department stores, schools, charitable, educational and religious institutions, racetracks, nursing homes, theaters, hotels, shopping malls, golf courses, bowling alleys, warehouses, route work and industrial facilities shall be set forth in riders negotiated for each location covered by this Agreement. If the parties cannot reach agreement on a rider for any such location, then Article 12 shall not apply to such location.

1.4 In the event that the Employer presently services or takes a job at a residential building, a rider shall be negotiated for that location.

1.5 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.

1.6 The Union is recognized as the exclusive collective bargaining representative for all classifications of service employees within the bargaining unit defined above.

1.7 Immediately upon 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 facsimile to the Union, at its main offices, of the new location and the date on which it is to commence performing work at that location.

- 1.8 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, which shall ordinarily be at least 24 hours. The Union and the Employer will develop procedures to provide for Union access appropriate for work sites with special security requirements.
- 1.9 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 bargaining representative by signing authorization cards or petitions, the Employer shall recognize the Union for that location or locations.

## **Article 2**

### **Definition of Employees**

- 2.1 The term "employees" shall include all service and maintenance employees engaged as heavy cleaners, light cleaners, furniture handlers, window washers, elevator operators, working leadpersons including part-time employees as defined in Article 5, Paragraph 5.7. It is also agreed that supervisory employees are a part of management, and as such are not part of this bargaining unit. Working leadpersons are not supervisors as that term is defined in the National Labor Relations Act and they shall not have authority to issue disciplinary actions. Each working leadperson shall spend a significant part of each work day performing a regular cleaning or maintenance routine.

## **Article 3**

### **Union Security**

- 3.1 It shall be a condition of employment that all employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, shall remain

members and those who are not members on the effective date of the Agreement, shall, on the thirty-first (31<sup>st</sup>) day following the effective day of this Agreement, become and remain members in the Union. It shall also be a condition of employment that all bargaining unit employees hired on or after the effective date of this Agreement shall, on the thirty-first (31<sup>st</sup>) day following the beginning of such employment, become and remain members of the union. The requirement of membership under this Article is defined by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed

- 3.2 At the time of hire, the Employer shall give to the new employee a packet, provided by the Union and containing: Union membership application, dues check-off authorization, insurance card(s), and American Dream Fund check-off authorization. While not liable for the return of the above mentioned forms, the Employer will make a good faith effort to have the new employee fill out and return the forms and if returned, the Employer will send to the Union office those forms (or parts thereof) which are union and/or insurance forms.
- 3.3 Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, he or she shall be discharged within 15 days of the letter, if prior thereto he or she does not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within 10 days after written notice of the determination has been given to the Employer.
- 3.4 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.

- 3.5 The Employer shall notify the Union, monthly, of all newly hired employees. Such notification shall include: name, social security number, address, telephone number, work location, position, number of hours working and wage rate. The Employer shall also notify the Union, monthly, of all changes in employees' work status including change from temporary to permanent status, increases or decreases in working hours, changes in wage rates and/or work locations, and terminations.

#### **Article 4**

##### **Dues Check-Off and Initiation Fees**

- 4.1 The Employer shall deduct from the wages of its employees, who authorized such deductions in writing, each month, such Union dues, initiation fees (after 30 days of employment) and assessments as may be due as provided in the Constitution and By-Laws of the Union and American Dream Fund authorizations. The Employer shall forward such sums, together with a list of employees from whom deductions have been made, to the Union by the 20<sup>th</sup> day of each month following the month in which such deductions are made.
- 4.2 If the Employer fails to deduct or remit to the Union the dues or other monies in accordance with this Article by the twentieth (20<sup>th</sup>) day of the month, the Employer shall pay interest on such dues, initiation fees, or contributions at the rate of one (1) percent per month beginning on the twenty-first (21<sup>st</sup>) day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.

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

## **Article 5**

### **Hours and Overtime**

- 5.1 The standard work week for all employees shall be 40 hours, consisting of 5 days of 8 hours each and overtime at the rate of time and one-half (1 ½) the regular straight time hourly rate shall be paid for all hours worked in excess of 8 hours per day or in excess of 40 hours per week. For purposes of computing overtime, holiday pay shall be considered as hours worked.
- 5.2 It is agreed that the nature of the Cleaning Industry is such that it is a 24 hour a day, 7 day a week business and there are no differences as to working hours and days.
- 5.3 Overtime shall be distributed equally among the employees within their classification in the building in which they work.
- 5.4 If an employee reports for work without previously being notified not to report, or if an employee is called back to work on hours outside their regular schedule, the Employer agrees to give a minimum of half (½) the scheduled hours of work or half (½) the scheduled hours pay at the applicable rate.
- 5.5 All employees shall be allowed a fifteen minute relief period during each 4 hours worked, providing he is scheduled to work 4 hours or more, in addition to the present practice of lunch breaks. The time and location of this relief period will be set up by the Supervisor in charge in order not to conflict with work programs.

- 5.6 It is agreed that the Employer may hire regular employees to work less than 8 hours per day or 40 hours per week. The minimum shift shall be 4 hours.
- 5.7 Part-time employees shall be considered as those who work 25 hours per week. No employees shall be hired or scheduled to work less than 25 hours per week.

## **Article 6**

### **Management Rights**

- 6.1 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:
- a. Reasonable work rules
  - b. Working schedule
  - c. Work load
  - d. Standards of quality of performance
  - e. Hiring methods
  - f. Assign and transfer employees
  - g. To layoff employees because lack of work or other reasons
  - h. To discipline or discharge employees for just cause
  - i. The promotion of employees
- 6.2 Subject to the provisions of this Agreement, the Employer shall have the right to manage and direct its business, direct the working force, plan direct and control its operations, hire, promote, discipline, suspend or discharge for just cause. It is agreed that these enumerations of management rights set forth in this Article shall not be

deemed to exclude other rights not enumerated, provided nothing is done in violation of the terms of this Agreement.

## **Article 7**

### **Probationary Period**

- 7.1 Newly hired employees shall be considered probationary for a period of sixty (60) calendar days from their actual starting date. During, or at the end of such period, the Employer may discharge any such employee at will and such discharge shall not be subject to the grievance or arbitration procedure contained herein.
- 7.2 The Employer shall give any employee discharged or disciplined a written statement of the grounds for the discharge or discipline within five (5) 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 8**

### **Absenteeism, Sick Leave, Disciplinary Actions**

- 8.1 Absenteeism. The employee must notify the Employer when he or she is absent, by calling the phone number designated by the Supervisor and reporting it. Day, afternoon and evening help must call at least two (2) hours prior to start time.

Failure to call may result in disciplinary action. When an employee is out for three days on sick call, the employee must notify the Employer 12 hours in advance before returning to work. When an employee is out four or more days on sick leave, the employee must notify the Employer 24 hours in advance before returning to work. In addition, the employee may be required to have a doctor's note stating the physical capability of returning to the job.

An employee with at least six months of service, who is sick or injured (non-occupational) and is absent from work as a result of such illness, shall continue to accumulate seniority during such period which is not to exceed one year.

8.2 Warning and Disciplinary Actions. When an employee is given a warning or other disciplinary action, including for a violation of company rules, the shop steward will receive a copy of the warning and shall sign a receipt acknowledging that he received a copy of the warning. Additionally, the Employer shall mail a copy of the warning or other disciplinary action to the Union office.

All warnings, including those given for violation of work rules, are to be automatically removed from employee's record after one year from the date of issue, only if the employee does not receive a second warning of a similar offense during the ensuing twelve month period.

8.3 Tardiness. All tardiness will be deducted from the wages based on the statutes of the State of Connecticut.

8.4 The Employer shall use a progressive disciplinary procedure for lateness and absenteeism. A pattern of lateness three (3) times in 30 calendar days constitutes unacceptable behavior and continuing such behavior may be dealt with through the disciplinary procedure.

## **Article 9**

### **Job Posting**

9.1 Any vacant or newly created positions, with the exception of a working leadperson position, shall be posted by the Management during a period of five (5) working days. Employee(s) interested shall sign their name(s) to the posted notice within this time limit.

At the end of the foregoing five (5) working days, management agrees to grant the positions, taking into account the following factors:

- a. Normal qualifications for the position.
- b. Seniority.

- c. In case one or more applicants meet the requirements of the job, seniority shall be the governing factors.
- d. The appointment must also be posted.
- e. In case the applicant or applicants do not possess the necessary qualifications for the job, the position shall be filled at the discretion of the Employer.

Whenever a work area is vacant because of the termination of employment of an employee, such work area shall be offered to the employee who has seniority rights and is qualified to perform the work entailed. Whenever the foregoing situation occurs, one post change and one post change only shall take place, and under no circumstances will there be any deviations.

## **Article 10**

### **Workload**

- 10.1 No employee shall be assigned an unreasonable workload.

## **Article 11**

### **Leave of Absence**

- 11.1 Employees may request a thirty (30) day Personal Leave or a thirty (30) day Emergency Leave if they have been employed at least twenty-four (24) months. For a Personal Leave, they must make this request in writing thirty (30) days prior to the date of the requested leave. They shall be granted this leave providing that it is compatible with the proper operation of buildings. Emergency Leave may be requested on an emergency basis, provided upon the employee's return to work, the Employer may request documentation of the emergency.
- 11.2 In addition to the above-mentioned leave, all signatories to this Agreement, regardless of the size of the company, will comply with the provisions of State and Federal Family Leave Laws.

- 11.3 Failure of an employee to report for employment the first work day following the termination of the leave will be considered a resignation from the Employer, unless prevented from reporting for just cause which the employee can substantiate to the satisfaction of the Employer. There shall be no obligation on the part of the Employer to provide work prior to the expiration of the leave of absence. The above shall apply unless the Union and Management agree otherwise.
- a. No employee shall be entitled to a personal leave of absence more than once in a twenty-four (24) month period, unless more frequent leave is provided in State or Federal Leave Laws.
- 11.4 When an employee makes a request in writing, the Employer shall give the employee an answer in writing within one (1) week and a copy of the answer shall be sent to the Union office.

## **Article 12**

### **No Strike/No Lockout**

- 12.1 The Union agrees that there shall be no strike, work stoppage, slowdown or any similar form of interruption of work (hereinafter collectively referred to as a “strike”), during the entire term of this Agreement, except that no employee covered by this Agreement may be discharged or disciplined by the Employer for refusing to cross lawful picket lines established by a local of the Service Employees International Union, including picket lines established by Local 32BJ pursuant to a dispute at another location.
- 12.2 In the event of a strike, prohibited under this Article, the Employer shall send notice thereof to the Union by facsimile. Immediately upon receipt of such notice, the Union shall endeavor, in good faith, to bring about a return to work of its members who have stopped work and, in addition, the President of the Union shall inform the employees, in writing, that such strike is unauthorized and shall direct them, in writing, to return to work.

- 12.3 Lawful picket lines must be sanctioned by the Property Services Division of the SEIU.
- 12.4 The Employer guarantees that there shall be no lockout during the term of this Agreement.

### **Article 13**

#### **Wages**

- 13.1 All wages shall be paid in cash or check once each week.

The Employer will make every effort to pay employees on Thursday as a normal course of business, but it is recognized that there may be times when this may not be feasible.

- 13.2 Wages Increase

Wages shall be increased as follows for all employees:

Effective July 1, 2012	-	\$0.40 per hour
Effective July 1, 2013	-	\$0.30 per hour
Effective July 1, 2014	-	\$0.30 per hour
Effective July 1, 2015	-	\$0.40 per hour

- 13.3 Wage Scale

The following shall be the minimum rates:

Effective January 1, 2012	-	\$11.00 per hour
Effective July 1, 2012	-	\$11.40 per hour
Effective July 1, 2013	-	\$11.70 per hour
Effective July 1, 2014	-	\$12.00 per hour
Effective July 1, 2015	-	\$12.40 per hour

Employees shall receive either the increase provided in 13.2 or the minimum provided above, whichever results in a higher rate.

- 13.4 If during the term of this Agreement, the Federal or Connecticut minimum wage is increased, the parties have agreed to a reopener to consider an increase in the minimum rates.
- 13.5 At any time during the life of this contract, when the Employer bids or takes over the servicing of any job location, where the previous contractor provided greater wages or any other type of benefit, the Employer shall provide those greater wages plus contractual increases or any other type of benefit for the life of this Agreement. The Union will endeavor to provide the Employer, who bids or takes over a job, with the information concerning greater wages and benefits that the previous contractor provided.
- 13.6 The Parties agree that where any Employer is presently providing his employees with better benefits than those enumerated in this Agreement, the Employer shall continue to provide said better benefits for the life of the contract.

#### **Article 14**

##### **Bereavement Leave and Jury Duty**

- 14.1 In the event of a death in the employee's immediate family (parent, spouse, child, brother, sister, sibling, grandparent and grandchildren) 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 his regular schedule as a result of such absence.
- 14.2 In the event of a death of the employee's aunt or uncle, or a death in the employee's spouse's family (mother-in-law, father-in-law, sister-in-law, brother-in-law, aunts and uncles) 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.
- 14.3 An employee may be required to submit proof of death and/or that the deceased was within the class of relatives specified.

14.4 An employee who has completed his probationary period and who is required to report to court to answer a jury summons or serve as a juror on days he is regularly scheduled to work will be reimbursed the difference between the amount he receives for jury service and his regular pay. Jury Duty pay shall be limited to two weeks in any year. No employee may be required to work on a day he has jury duty.

## **Article 15**

### **Holidays**

15.1 The following holidays shall be observed as days off with pay:

New Years Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day

- a. When the Employer bids or takes over the servicing of any job location, where the previous contractor provided greater holiday benefits or any other type of benefit, the Employer shall provide the greater holiday benefit or any other type of benefit for the life of this Agreement.
  - b. In the event a building must be staffed in whole or part during Martin Luther King, Jr. Day or Washington's Birthday, these holidays may be converted to floating holidays, at the option of management, and used by employees during that same calendar year. If a building would be partially staffed, then decisions on work assignments would be based on seniority.
- 15.2 The Employer agrees to declare a paid holiday for those employees who work in a building on any day that the customer's place of business is closed due to the Governor of the State of Connecticut declaring a State of Emergency and the workers in the building cannot work. The Employer may not change the hours of work on that day to avoid holiday pay.

- 15.3 Employees required to work on the above stated holidays listed in paragraph 15.1 shall receive pay at the rate of time and one half (1 ½) for all work required to be performed on any of these holidays, in addition to their straight-time pay.
- 15.4 Employees shall receive idle pay at their regular straight-time hourly rates for the normal working day not worked on above stated holidays.
- 15.5 Employees who are required to work on such days as those observed as holidays by the tenants in the premises they perform their duties, shall not be entitled to any overtime pay for such holiday except if any of their work is performed on any of the holidays stated above.
- 15.6 Whenever any of these stated holidays shall fall on a Sunday, and is generally observed in the State of Connecticut on the following Monday, said Monday shall be observed as the holiday.
- 15.7 Whenever a stated holiday falls on Saturday and is generally observed in the State of Connecticut on the preceding Friday, and if the facility in which the employee works is closed on said preceding Friday, then the holiday for that employee will be observed on the preceding Friday. However, if the facility the employee works in is open on said preceding Friday, then the Employer shall substitute another paid day off for the employee within two (2) weeks of the stated holiday or give the employee a days pay in lieu there of.
- 15.8 The Employer reserves the right and may at his sole discretion, substitute another day as a holiday for any of the stated holidays except Christmas Day, New Years Day, Labor Day, Independence Day and Thanksgiving Day. An employee does not have to be employed on the date of a stated contract holiday to receive the substituted holiday. The Employer must notify the affected employees and the Union at least two (2) weeks prior to the holiday to be changed.

- 15.9 When an employee's regular day off falls on a holiday or on another day designated for its observance, he shall receive an extra day off.
- 15.10 If a holiday occurs while an employee is on vacation, the employee shall have an additional day off.
- 15.11 In order to receive holiday pay, an employee must work his/her 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).
- 15.12 In no event shall there be any pyramiding of any overtime pay, holiday pay, or any other premium pay. Where more than one of the aforesaid overtime, holiday or other premium pay is applicable, the compensation shall be computed on the basis to give the greater amount.
- 15.13 Employees may take Good Friday as a paid holiday in lieu of another stated holiday provided the Employer can adequately staff the building in which they work. If the Employer cannot adequately staff the building due to a large number of requests, seniority will govern who may take Good Friday off.

## **Article 16**

### **Sick /Personal Days**

- 16.1. Employees shall be entitled to sick/personal days as follows:
- a. Two to five years of employment 2 days
  - b. More than five but less than to years of employment 3 days
  - c. 10 or more years of employment 4 days

## **Article 17**

### **Vacation**

17.1 Employees covered by this contract shall receive the following vacations:

After one year of employment	1 week
After two years of employment	2 weeks
After five years of employment	3 weeks
After fifteen years of employment	4 weeks

17.2 When the Employer bids or takes over the servicing of any job location, where the previous contractor provided greater vacation benefits or any other type of benefit, the Employer shall provide those greater vacation benefits or any other type of benefit for the life of this Agreement.

### 17.3 Vacation Calculation

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

- a. An employee must work 65% of his/her scheduled working hours, exclusive of approved time off due to Workers' Compensation or documented illness in order to receive any vacation benefits.

17.4 The day for determination of vacation entitlement is December 31<sup>st</sup>.

17.5 The Employer reserves the right to allocate vacation during the period from April 1<sup>st</sup> to December 31<sup>st</sup>.

17.6 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 31<sup>st</sup> in the year in which the vacation is given. The vacation year shall be January 1<sup>st</sup> to December 31<sup>st</sup>.

- 17.7 Vacation wages shall be paid prior to the vacation period.
- 17.8 If an employee desires to take his or her vacation before April 1<sup>st</sup>, 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.
- 17.9 Employees discharged for cause shall not be entitled to vacation accrual. Any employee who leaves his position of his own accord, without two (2) weeks prior written notice, shall not be entitled to vacation accrual.
- 17.10 All employees entitled to vacation periods must take the time. No one will be permitted to work during his or her vacation unless the Employer agrees otherwise.
- 17.11 Choice of vacation periods shall be according to seniority. Employees, by seniority, are required to choose their vacation dates prior to March 15<sup>th</sup>. Failure to provide the Employer with specific dates as of March 15<sup>th</sup> will result in the employee being dropped to the bottom of the seniority list for vacation period determination.
- 17.12 Employees will be allowed to split their vacation according to the following schedule:
- a. Employees with three weeks may take two weeks at one time and the other week at another time.
  - b. Employees with four weeks may take their vacations two weeks at a time.
  - c. Scheduling of the split vacations will also be according to seniority.
- 17.13 In the case of employees who have been with the Employer at least six months, absence for sickness, not exceeding thirty (30) days during the contract year, shall be included in computing the vacation pay, provided however, that such employees notify the Employer within three days after the commencement of such disability, unless failure to give such notice may be reasonably excused, and provided further

that they present proper certification which satisfactorily explains and justifies the reasons for such absence and provided further that the Employer shall have the right to have said employees examined by a physician, at its expense, to verify the claimed illness.

**Article 18**  
**Health and Welfare**

18.1 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, under such provisions, rules and regulations as may be determined by the Trustees, to cover employees covered by this Agreement with such health benefits as may be determined by the Trustees of the Fund. Contributions shall be for all hours worked and/or paid for, including overtime.

b. Health Fund contribution rates for all employees who work at least 30 hours weekly are as follows:

- |      |                           |                 |
|------|---------------------------|-----------------|
| i.   | Effective January 1, 2012 | \$3.92 per hour |
| ii.  | Effective January 1, 2013 | \$4.25 per hour |
| iii. | Effective January 1, 2014 | \$4.61 per hour |
| iv.  | Effective January 1, 2015 | \$5.00 per hour |

a. The Health Fund contribution rates for employees who work less than thirty (30) hours weekly are as follows:

- |      |                           |                  |
|------|---------------------------|------------------|
| i.   | Effective January 1, 2012 | \$0.45 per hour  |
| ii.  | Effective January 1, 2013 | \$0.61 per hour  |
| iii. | Effective January 1, 2014 | \$0.78 per hour. |

18.2 Except as provided in paragraph 18.3, the Employer shall make the above referenced contributions based on scheduled hours for any employees not at work and/or not receiving pay due to illness (not to exceed 12 months) or due to being disabled as a result of a compensable injury.

18.3 The following provisions apply to the Building Service 32BJ Health Fund:

- a. Employees who are on workers compensation or who receive short-term disability benefits and who, prior to the illness or injury, were covered by the Health Fund shall continue to be covered by the Fund until they may be covered by Medicare or six (6) months from the date of disability, whichever is earlier, at no cost to the Employer. In the event that the Health Fund changes or eliminates the provision extending such coverage for disability at no cost to the Employer, the Employer shall be obligated to make contributions for such coverage pursuant to paragraph 18.2.
- b. If during the term of this Agreement, the Trustees of the Health Fund find the payment provided in paragraph 18.1 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.
- c. If any future applicable legislation is enacted, there shall be no duplication of coverage, and the parties will negotiate such change as may be required by law.

- d. For newly hired employees, contributions shall commence on the thirty-first (31<sup>st</sup>) day of employment

## **Article 19**

### **Training Fund and Legal Fund**

- 19.1. The Employer shall make contributions to the Thomas Shortman Training, Scholarship and Safety Fund of \$169.60 per year, per employee, under the provisions, rules and regulations as may be determined by the Trustees to provide employees covered by this Agreement with such benefits as may be determined by the Trustees. Employees shall have a period of six months before becoming eligible to be participants in the Fund, and no contributions shall be made on behalf of the employees over the six months period.
- 19.2. The Employer shall make contributions to a prepaid legal service Trust Fund known as the “Building Service 32BJ Legal Services Fund,” under such provisions, rules, and regulations as may be determined by the Trustees, to provide employees covered by this Agreement with such benefits as may be determined by the Trustees. The rate of contribution to the Legal Fund, payable when and how the Trustees determine, shall be \$199.60 per year, per employee, except that for calendar year 2014 only, the rate shall be \$43.40 per year per employee. Employees shall have a period of six months before becoming eligible to be participants in the Fund, and no contributions shall be made on behalf of the employees over the six months period.
- 19.3. If the Employer fails to make required reports or payments to either the Legal or Training 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, court costs, fees and interest.

## Article 20

### **Provisions Applicable to All Funds**

- 20.1 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, court costs, fees and interest.
- 20.2 Any Employer regularly or consistently delinquent in payments to the Funds may be required, at the option of the Trustees of the Funds, to provide the appropriate Fund with security guaranteeing prompt payment of such payments.
- 20.3 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.
- 20.4 The Employer hereby adopts the Funds' Trust Agreements to be bound thereby, including any amendments thereto as if same were incorporated at length as part of this Agreement. A copy of each said Trust Agreement has been exhibited and delivered to the Employer herein mentioned.
- 20.5 The Employer agrees that should there be any claim by the Union or any of the Trust Funds of any discrepancies or disputes concerning payment by the Employer to the respective Fund that they or their representative shall have the right, on reasonable

notice, to examine the Employer's payroll books, hours or work records, or other records pertaining to the number of employees and/or hours worked or paid.

## **Article 21**

### **Discharge for Just Cause**

21.1 The Employer may discharge a member of the bargaining unit for just cause.

## **Article 22**

### **Seniority and Layoffs**

22.1 Seniority shall govern all transfers, shift changes, promotions, vacation selections, longer work hours, layoffs, recalls and assignments to preferential jobs in accordance with the procedure set forth in this Agreement.

22.2 Seniority shall be defined as the right of precedence accruing to an employee based on length of continuous service in the employ of the Employer, in a job covered by this Agreement and shall be applied hereinafter.

22.3 An employee's continuous service shall be broken and his seniority ceased for any of the following reasons.

- a. Voluntary resignation
- b. Retirement
- c. Discharge for just cause
- d. Absence for five (5) consecutive working days without notifying the Employer, unless satisfactory reason is given for such absence
- e. Failure to notify the Employer, within three (3) working days, following notice of recall (a copy of which shall have been sent to the Union)
- f. Layoff for a period of more than twelve consecutive months
- g. Absence for substantiated illness for a period of more than twelve consecutive

- 22.4 Before senior employees are laid off in any classification, probationary employees shall be laid off first.
- 22.5 An employee scheduled to be laid off shall have the opportunity to “bump” a less senior employee in the same or lower paying classification provided however, that there will be no “bumping” into mechanical or non-cleaning operations where the Employer retains little or no control and direction of the workforce.
- 22.6 For purposes of seniority, for layoff only, Union Stewards shall be treated as the most senior person in their classification in their steward area.
- 22.7 In the event that the Employer finds it necessary to lay off any of its employees because of insufficient work or any other business reason, the seniority rule in each classification shall prevail in such layoff (unless the Employer and the Union agree otherwise).
- 22.8 The Employer shall notify the Union and the employee of any planned layoff at least four weeks prior to the layoff, when possible.
- 22.9 An employee who has been paid off shall have recall rights to a job of a similar nature for a period of twelve (12) months; thereafter, he shall lose his recall rights. Seniority shall not accumulate during periods of layoff beyond 30 days.
- 22.10 An employee on layoff may, if he/she chooses, notify the Union in writing of his/her willingness to be placed on a preferential hiring list should a job open at a company signatory to this Agreement that is not the company from which the employee was laid off. It is understood that should a laid off employee be hired at a different company, that employee would be hired as a new employee. It is further understood that the companies signatory to this Agreement, other than the company from which the employee was laid off, has the option of hiring or not hiring any employee on the preferential hiring list. It is further understood, that an employee on the preferential

hiring list and/or hired by a company other than the company from which the employee was laid off, shall continue to have recall rights to the company from which he/she has been laid off for the full twelve-months.

22.11 When a job location changes from one cleaning contractor to another (and both of whom are signatory to a Collective Bargaining Agreement with Local 32BJ), the new contractors shall recognize the seniority of all employees.

22.12 When legitimate business reasons require a reduction in work hours, employees whose hours would be reduced have the right to “bump” the least senior employee on the same shift.

22.13 The Employer shall, each January, provide the Union with a complete seniority list. The seniority list shall contain the name, address, social security number, date of hire, work location, job title, wage rate and scheduled hours for every employee in the bargaining unit.

### **Article 23**

#### **Full-Time Employees**

23.1 The parties agrees that in buildings where there are currently forty (40) hour jobs provided, any vacant position will be offered to augment non-forty (40) hour workers through attrition to create more full-time jobs. Should all workers refuse the additional hours, then the Employer may offer the available full-time position to employees from other locations covered by this Agreement who have requested full-time work.

23.2 This Article is contingent upon building security codes being adhered to, as well as energy compliance and customer requirements.

## Article 24

### Temporary Employees

- 24.1 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, his/her seniority for all matters including rates of pay and benefit eligibility shall be based on their initial date of hire as a temporary employee.
- 24.2 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.
- 24.3 The maximum length of employment for a temporary employee shall be 150 days, except for such employees who may be substituting for permanent employees on extended illness in excess of 150 days.
- 24.4 A temporary employee shall pay Union dues upon the thirty-first (31<sup>st</sup>) day of his/her employment and shall be entitled to all contractual benefits.
- 24.5 A temporary employee shall automatically become a permanent employee upon his/her 151<sup>st</sup> day of employment, unless the temporary employee is substituting for a permanent employee on extended illness in excess of 150 days, and shall pay an initiation fee. Temporary employees replacing a specific employee out on an extended illness shall not be entitled to Health and Welfare benefits.

## **Article 25**

### **Mutual Welfare**

- 25.1 It is understood and agreed between the respective parties hereto that this Agreement with all its terms, conditions, provisions, and covenants shall be binding upon both parties.
- 25.2 It is agreed between the respective parties hereto that the Union and the Employer shall endeavor to mutually promote the welfare of the respective parties to the Agreement and shall work for the stabilization of the industry and the establishment of decent and safe working conditions.

## **Article 26**

### **Uniforms**

- 26.1 Employees who are required to wear uniforms shall be furnished uniforms by the Employer.

## **Article 27**

### **Prohibition of Discrimination**

- 27.1 There shall be no discrimination against any employee by reason of race, creed, color, age, disability, national origin, sex, sexual orientation, union membership, or any characteristic protected by law.

## **Article 28**

### **Credit Union**

- 28.1 The Employer agrees, for employees who so desire, to make deductions from employees' paychecks for deposit to a Credit Union. The Union will provide the necessary forms and information.

## **Article 29**

### **Grievance Procedure**

- 29.1 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.

*Step 1*

All grievances, except a grievance involving basic wage violations, including contributions to employee benefit funds, 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.

*Step 2*

Employer and Union representatives may hold a *Step 2* meeting on unresolved grievances within thirty (30) days of the grievance except by mutual consent.

If the dispute is not settled, at any step of the Grievance Procedure, the grievance may be referred to arbitration by the either party, before one of the two Contract Arbitrators, Peter Adomeit and Gary Kendellen, on a rotating basis. Under these circumstances, work shall continue in accordance with the contention of the Employer in a regular and orderly manner by the members of the Union without interference or interruption, pending a decision.

Additionally, it is agreed that both parties have, after stating their positions, a maximum of thirty (30) days after *Step 2* and the signing of the Union grievance to file for arbitration pursuant to the above. Failure of either party to comply with these time limits shall be deemed a waiver of the grievance and same shall not be arbitrable.

In the event that both the Union and the Employer desire to convene an expedited arbitration, both parties must mutually agree to such expedited procedure.

Costs of arbitration or mediation procedures, if any, shall be equally shared by the Employer and the Union. The decision of the Arbitrator(s) shall be final and binding on the Employer, the employees, and the Union.

Stewards, grievants and/or translators will not be penalized for time spent in handling grievances.

### **Article 30**

#### **Favored Nations Clause**

- 30.1 The Union agrees that if during the term of this Agreement it enters into any contract on or after the signing of this Agreement with any Employer providing for lower wages, longer hours, or for any terms or conditions more favorable to any Employer than those described in this Agreement, for the purpose of bidding on any job covered by this Collective Bargaining Agreement, then this Employer shall immediately have the benefit of such Agreement and they shall automatically become a part of this Agreement and upon notice to the Union shall immediately become in full force and effect, superseding any less favorable provision of this Agreement for the purpose of bidding that job.

### **Article 31**

#### **Political Education Fund**

- 31.1 The Employer shall remit contributions to the Union's Political Action Fund, the Local 32BJ American Dream Political Action Fund, for employees who have executed written payroll authorizations. The Employer will promptly implement changes in an employee's deduction upon receipt of written notice from the political action fund, and in the event of a change in amount of deduction, upon receipt of the new authorization card. All contributions to the Political Action Fund deducted from employee's wages will be remitted in accordance with the provisions of Article 3.

## **Article 32**

### **Facility Changing Contractors**

- 32.1 When a job location changes from one cleaning contractor to another (both of whom are signatory to a Collective Bargaining Agreement with Local 32BJ) the respective companies are obligated to pay the remaining pro-rata vacation payments based upon the proportion of the calendar year it cleaned the facility, account or job. Consequently, if a contractor cleaned a facility up to July 31<sup>st</sup>, that contractor would be responsible to pay 7/12 of the remaining unpaid vacations and the new contractor would be obligated to pay 5/12 of the remaining unpaid vacations for that year.

Any holiday which was switched to a later date in accordance with the Agreement shall be the responsibility for the contractor in the building as of the date switched to.

The leaving contractor shall pay its share of the accrued vacations to any affected employees on its last payday at the job location. Prior to 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 after relinquishing the facility shall obligate the leaving contractor to pay affected employees the balance of the year's paid time off.

## **Article 33**

### **Contractor Transition**

- 33.1 When taking over or acquiring an job location covered by this Agreement, the Employer is required to retain the incumbent employees and to maintain the same number of employees (and their respective hours) as were employed at the facility, account, or job of the predecessor Employer, provided that the staffing level does not

exceed the level in effect 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 location 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 facility, account, or job unless the Employer can demonstrate an appreciable decrease in the work to be performed.

- 33.2 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.
- 33.3 The Employer shall be required to immediately notify the Union, in writing, as soon as the Employer receives written cancellation of a job location. Within two business days of such cancellation notice, the Employer shall provide the Union with a list of all employees at the job location, their wage rates, 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.
- 33.4 Failure of the Employer to notify the Union as required in paragraph 32.3, 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.
- 33.5 When the Employer bids on work covered by this Agreement, the Union will provide, in a timely manner to all invited bidders, upon their written request, the information described in the paragraph 32.3 above. Inaccuracies in the information provided by

the incumbent Employer shall not excuse any obligations under this Agreement of the Employer acquiring the job location.

- 33.6 The Employer shall provide the Union within five (5) business days of taking over the account/location the name, rates of pay, hours and other benefits provided at the location.

### **Article 34**

#### **Invalidation, Modification and Waiver Provisions**

- 34.1 If any term, provision or condition of this Agreement is held to be unlawful, illegal or in violation of law in a final judgment or order, the parties will confer in an effort to agree, upon suitable substitutions therefore, and if they fail to agree, the same shall be considered a grievance and submitted to arbitration in accordance with the arbitration provisions thereof. The Arbitrator in such arbitration shall be instructed by the parties hereto that it is their intention that in such event the essence and spirit of the provisions so held illegal are desired to be retained to the extent permitted by law. Therefore, if any of the provisions of this Agreement are adjudicated to be illegal, unlawful or in violation of any existing law, no other portion, provision or article of this Agreement shall be invalidated nor shall such adjudication relieve either of the parties hereto from their rights and liabilities hereunder or limit the rights or liabilities of either of the parties hereto, except insofar as the same is made unlawful, illegal or in violation of the law.
- 34.2 The parties herein mentioned agree that they will abide by all the articles and terms of the Agreement from the date of execution hereof through the thirty-first (31<sup>st</sup>) day of December 2015. If either party desires any change of the Agreement at the expiration hereto, it shall, ninety (90) days prior to Agreement expiration, give to the other party written notice of such change, and in lieu of any such notification and agreement, this Agreement shall remain in effect for one more year.

34.3 It is mutually agreed that during the lifetime of this Agreement, there shall be no demands for collective bargaining negotiations as to any matter or issue not covered by the provisions of the Agreement or for the renegotiating of any of the provisions of the Agreement.

### **Article 35**

#### **State Buildings**

35.1 Employees employed at buildings covered by the Connecticut Standard Wage Law shall receive not less than the wage rates and benefits required by the Standard Wage Law.

### **Article 36**

#### **Immigration**

36.1 Recognizing that questions involving an employee's immigration/work status or personal information may arise during the course of his/her 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, and forward a copy of the notification to the Union.
- b. If permissible, under applicable law and/or regulations, the affected bargaining unit members shall be afforded reasonable opportunity to remedy the identified problem or to secure acceptable documentation demonstrating that the identified problem is in the process of review or correction before adverse action is taken. Any lawful changes in the employee's documentation or lawful correction in his/her social security number shall not be considered new employment or a break in service. If the bargaining unit member does not remedy the issue within one hundred twenty (120) days, the bargaining unit member may be discharged and the Employer shall have no further obligation to hold a bargaining unit member's position.

- c. If the bargaining unit member obtains the valid documentation referenced above, when necessary, he/she 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 purpose 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.
- d. 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 verify work authorization, subject to applicable law and/or regulations.

### **Article 37**

#### **Successor, Assigns and Subcontracting**

- 37.1 The Employer shall not subcontract, transfer, lease or assign, in whole or in part, to any other 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.
- 37.2 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.
- 37.3 To the extent permitted by law, this Agreement shall be binding on any other entities that the Employer, through its officers, directors, partners, owners, or stockholders, either directly or indirectly (including but not limited through family members), manages or controls, provided such entity or entities perform(s) work subject to this Agreement.

**Article 38**

**Miscellaneous**

- 38.1 The Employer agrees not to penalize any employee seeking to gain valid immigration and/or work authorization status, providing that this shall not require the Employer to violate any state or federal law.
- 38.2 Where permission is granted by the building owner/manager, the Employer shall furnish a bulletin board at a designated 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.
- 38.3 Supervisors who are non-bargaining unit employees will not perform bargaining unit duties. However, whenever there is an emergency, or when there is absenteeism that cannot be covered, then in those instances this rule shall be waived.

**Article 39**

**Term of Agreement**

- 39.1 The terms of this Master Agreement shall commence January 1, 2012 and remain in effect through December 31, 2015.

SEIU:  
Local 32BJ

Employer:

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Memorandum of Understanding

In conjunction with the negotiations for the Connecticut Contractors Agreement dated January 1, 2012, the parties have made the following agreements, which they agree are binding on all signatories to the Master Agreement:

1. The parties agree that Union Stewards shall be granted one full shift of paid time off each calendar year for the purpose of Steward Training. The Union agrees to notify the Employer two weeks in advance of the Steward Training with the date of the training and a list of the Stewards to be released. For the purpose of paid release time, the Union agrees, there shall be no more than one Steward granted paid leave time for every thirty-five employees or major fraction thereof.

For SEIU:  
Local 32BJ

For Employer:

\_\_\_\_\_

By: \_\_\_\_\_  
Michael P. Fishman  
President

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_