

AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ

AND

MANAGERS OWNERS AND CONTRACTORS ASSOCIATION

SUBURBAN PITTSBURGH AGREEMENT

November 1, 2015 – October 31, 2019



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THIS AGREEMENT, made and entered into this 1st day of November, 2015, by and between the Managers Owners and Contractors Association on behalf of the following Employers: ABM Janitorial Services Mid-Atlantic, Inc., C&W Services, The Huber Group, ISS, Platinum Cleaning, Quality Services, Inc., ServiceMaster Public Building Maintenance Co., St. Moritz Building Services, Inc. (hereinafter each referred to as the “Employer”), parties of the first part

and

SERVICE EMPLOYEES INTERNATIONAL UNION, Local 32BJ, hereafter referred to as the (“Union”), party of the second part.

WITNESSETH

Whereas, the parties hereto desire to establish a standard of wages and other conditions under which employees represented by the Union shall work for the Employer during the term of this Agreement; and

Whereas, the parties hereto desire to regulate mutual relations between the parties with a view of securing harmonious cooperation between them and of averting disputes.

Now, Therefore, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

ARTICLE 1 - UNION RECOGNITION

Section 1.1 The Union is hereby recognized as the sole and exclusive bargaining agent for all employees employed in the job classifications and buildings listed in the Wage and Benefit Exhibits attached to this Agreement and any future Exhibits entered into by the Employer and the Union where the Union has been recognized by the Employer as the duly authorized exclusive bargaining agent.

Section 1.2 Coverage and Application of Agreement – This Agreement shall apply to all Cleaners, Utility Workers, Grounds and Lead Cleaners employed by the Employer in all commercial office buildings and other facilities in Allegheny County already recognized or subject to recognition under the procedure in 1.3, excluding residential and industrial facilities, except that economic terms and conditions for all facilities other than commercial office buildings over 100,000 square feet, and commercial office building complexes aggregating over 100,000 square feet, shall be set forth in riders negotiated for each such facility. Employers signatory to this agreement shall be bound by the terms and conditions of the SEIU Local 32BJ / Downtown Cleaning Contractors Agreement when operating in buildings and complexes over 100,000 square feet that are represented by SEIU within the “Central Business District” of the City of Pittsburgh. For purposes of this Agreement, the “Central Business District” shall be defined

to include only the areas within the following geographical boundaries: Fort Duquesne Boulevard from Point State Park to Eleventh Street; Eleventh Street to Grant Street; Grant Street to Seventh Avenue; Seventh Avenue to Bedford Avenue; Bedford Avenue to Crawford Street; Crawford Street to Forbes Avenue; Forbes Avenue to I 579-Crosstown Blvd; 579 to 376 –Penn Lincoln Parkway; 376 to 279: 279 to Fort Duquesne Boulevard. Also included within the “Central Business District” for purposes of this Agreement is the North Shore and near Southside of Pittsburgh. The North Shore is encompassed by the area along 9th St. to I-279: I-279 to Allegheny Avenue: from Allegheny Avenue along the River to the corner of Grantham St. and River Ave. The North Shore shall also include all buildings in the Allegheny Center Complex. The near Southside is encompassed by the area along Carson St. along the length of Station Square only.

The definition of Tier 1 shall be all those buildings and complexes within neighborhoods of the South Side, Oakland, the Strip District, Lawrenceville, East Liberty and Shadyside, as outlined in the City of Pittsburgh maps attached hereto as Appendix C.

Section 1.3 A. Recognition Procedure for Commercial Office Buildings and Complexes in excess of 100,000 square feet within Allegheny County and Butler County– The Employer will recognize the Union as the sole and exclusive bargaining representative of new groups of employees not currently in the bargaining unit upon being provided with evidence that a majority of eligible employees in the newly organized location have signed cards indicating that they support the Union as their sole and exclusive bargaining representative. The Employer shall have the right to have the signature cards verified for fraud, for current employee status, for non-supervisory status and to otherwise ensure that the newly organized employees share a community of interest with the employees currently in the bargaining unit. Any employee who has received compensation from the Union shall not be counted for card check purposes. Either party may appeal to the NLRB and/or an arbitrator selected pursuant to the arbitration procedure set forth in this contract to enforce this provision.

B. Recognition Procedure for Washington County shall be as follows: Upon a showing that the Union has met the requirements of the recognition trigger set forth in (i) below in either county, the Recognition Procedure in A above shall be applicable to all commercial office buildings over 100,000 square feet, and commercial office complexes aggregating over 100,000 square feet in Washington County.

- i. 75% of the commercial office square footage listed in Appendix A is being serviced by Employers who have:
 - (a) recognized the Union or;
 - (b) are party to any agreement with Local 32BJ listed in Section 1.5, or;
 - (c) are signatory to this Agreement or one containing substantially similar terms, or;
 - (d) have agreed to recognize the Union pursuant to the recognition procedure in paragraph A above or one containing substantially similar terms.
- ii. Once the above trigger has been met, and the Union has demonstrated majority support at a building or buildings, the Agreement shall apply to such building or buildings, except for that the Union and Employers shall negotiate applicable economic terms and conditions

Section 1.4 Buildings and complex's over 100,000 square feet within the CBD newly organized by the SEIU shall be bound by the terms and conditions of SEIU Local 32BJ / Downtown Cleaning Contractors Agreement. Commercial office buildings and complexes in excess of 100,000 square feet in Allegheny County newly organized by the SEIU, but outside the CBD, shall have the wages, hours, terms and conditions as set forth in this Agreement.

Section 1.5 The Employer shall be bound by and subject to 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 any successor agreements thereto:, the 2012 Independent Contractors Agreement (or its RAB counterpart), the 2012 Long Island Contractors Agreement, the 2012 Hudson Valley and Fairfield County Contractors Agreement, the 2012 Hartford Agreement, the 2012 Connecticut Contractors Agreement, the 2012 New Jersey Contractors Agreement, the 2011 Philadelphia BOLR or Independent Contractors Agreement, the 2011 Philadelphia Suburban Contractors Agreement, the 2015 Washington Service Contractors Agreement, the 2012 Delaware Contractors Agreement, and the 2012 Maintenance Contractors of New England and any successor agreement thereto.

ARTICLE 2 - PROBATION PERIOD

Section 2.1 Newly-hired employees shall be considered probationary employees for their first ninety (90) calendar days of employment. During such ninety (90) calendar-day period, probationary employees may be discharged at the sole discretion of the Employer, without resort to the Grievance Procedure set forth in this Agreement.

ARTICLE 3 - UNION SHOP

Section 3.1 The following provision shall be in effect during the term of this Agreement:

- A. It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the thirty first (31st) day following their employment, or the effective date of this Agreement, whichever is later. The requirement of membership hereunder is satisfied by the payment of the financial obligation of the Union's initiation fee and periodic dues uniformly imposed.
- B. 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 Section, the employee shall be discharged within fifteen (15) days of the letter if prior thereof the employee does not take proper steps to meet the requirement. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to an arbitrator selected by the parties in the same manner as set forth

in Article 13.1 Step Four. If the arbitrator determines that the employee has not complied with the requirements of this Section, the employee shall be discharged within ten (10) days after written notice of the determination has been given to the Employer.

- C. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon such written notification by the Union that an employee is not in good standing because of failure to pay Union dues or initiation fees, or because of compliance with the Union security provisions of this Agreement or the Beck financial core status rules of the National Labor Relations Board.

Section 3.2 The provision of this Article shall be effective in accordance and consistent with the applicable provisions of Federal Law.

Section 3.3 Employee Data: The Employer shall furnish to the Union every other month the name, address, telephone number, social security number, job classification and rate of pay of all employees covered by this Agreement who have been hired during the preceding two calendar months. At the same time, the Employer shall also furnish the Union the names of all employees covered by this Agreement who are separated or terminated as an employee or transferred out of the bargaining unit during the preceding two calendar months.

Section 3.4 Within thirty (30) days following the execution of this Agreement, each Employer will furnish to the Union the following information about all commercial office buildings that it cleans in the Central Business District: the location and building owner or manager, and the names, addresses, social security numbers, wage rates, benefit entitlements, date of hire, classification and shift hours of each employee by location. The Employer shall update this list upon reasonable request by the Union, and within thirty (30) days of the Employer being awarded a cleaning contract for a building or group of buildings covered by this Agreement.

Section 3.5 Upon request, the Employer shall provide a list of all non-commercial sites covered by Article 1. The list will include site address, employee names, employee addresses, employee phone number, each employee's wage rate, and each employee's seniority date.

Section 3.6 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.

Section 3.7. Shop stewards shall be included in the new hire orientation so that the Shop Steward has the opportunity to provide new employees the Union's check-off authorization forms, Union membership application, and Union contract.

ARTICLE 4 - CHECKOFF

Section 4.1 The Employer agrees to deduct initiation fees, monthly Union dues, agency fee, assessments, and American Dream Fund (ADF) contributions from the first pay check each month of the employees from whom written authorizations are received, and will continue to make such deductions while the authorization remains in effect. Dues and other monies deducted in accordance with this section shall be forwarded to the Union not later than the twentieth (20th) day of said month, together with a list of employees from whose pay said deductions were made. If an employee does not revoke his or her dues authorization at the end of a year following the date of authorization, or at the end of the current contract, whichever is earlier, it shall be deemed a renewal of authorization, irrevocable for another year, or until the expiration of the next succeeding contract, whichever is earlier.

Section 4.2 The check-off from each building shall be submitted separately.

Section 4.3 Review and Audit:

In the event that an Employer fails to remit initiation fees and union dues or agency fee or financial core fees that it has deducted to the Union within thirty (30) calendar days from the date specified, the Union may, notwithstanding any provision in this Agreement to the contrary, bring an action in a court of competent jurisdiction in law or in equity for an accounting.

Should it be determined that the Employer failed to remit Union dues deducted to the Union within said thirty (30) calendar day period, the Employer shall be required to pay an interest charge at the prime rate as established by Mellon National Bank on the amount improperly withheld from the date due, plus court costs.

Section 4.4. The Employer shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The 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.

Section 4.5. The Employer shall maintain accurate employee information and transmit political contributions deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that such political contributions be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the employee's address and social security number and phone number. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

ARTICLE 5 – ACCOUNT TRANSFERS

Section 5.1 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

Section 5.2 The Employer shall give notice of the existence of this Agreement to any purchaser, transferee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller or transferor executes a contract of sale or transfer.

Section 5.3 The Employer shall notify the Union at least thirty (30) calendar days prior to the date it shall cease to be the employer at any location covered by this Agreement, or, if it has not been given notice by a building owner or manager that its contract is to be terminated, as soon thereafter as it is notified that it shall cease to be the employer at said location. As soon thereafter as possible, but in no event more than seven (7) calendar days after receiving such notice, the Employer shall provide the Union with the names, contractual job classification, extra or regular status, amount of unused paid time off, addresses, social security numbers, telephone numbers, anniversary dates of employment, wage rates, and start times for all employees regularly employed at that location.

The same information as listed above shall be provided to the Union as soon as possible, but in no event later than seven (7) days, after the Employer is notified that the location is out to bid.

Section 5.4 The successor employer shall notify the Union at least thirty (30) calendar days prior to its start at any location covered by this Agreement, or as soon thereafter as it learns that it will be starting work at such location, and may request of the Union the names, contractual job classification, extra or regular status, amount of unused paid time off, addresses and telephone numbers of all employees currently employed at that location. Inaccuracies in the information provided by the Union shall not excuse any obligations under this Agreement of the successor employer. The successor employer shall give hiring preference to the predecessor's employees based on building seniority, providing the employee is qualified to properly perform the required work and successfully passes the successor Employer's background check. If any regular employee is not hired by the successor employer at the employee's old building, the successor employer shall hire such employee into one of successor's other buildings covered by this Agreement before anyone else is hired, except where skilled employees are required. If the employees are qualified to properly perform the required work and successfully pass the successor Employer's background check, the successor Employer may not reduce the staffing level upon takeover of the account/location unless the successor Employer can demonstrate an appreciable decrease in the amount of work to be done as per Article 8.9.

Section 5.5 The successor employer shall not reduce the wages and benefits of the predecessor's employees at any location covered by this Agreement.

ARTICLE 6 - HOURS OF WORK

Section 6.1 The regular work schedule shall be so arranged by the Employer that no employee shall be scheduled to work more than eight (8) hours in any given day. No employee shall be scheduled to work for a period of less than four (4) hours of work on that day. No bargaining unit employees or location whose non-overtime hours exceed the minimum shall be reduced during the term of this agreement. This shall not be construed as a guarantee of the amount of overtime pay when called out before the scheduled work day or retained after the regular workday for overtime work.

Section 6.2 Two fifteen minute paid breaks and ½ hour unpaid lunch break shall be provided for employees scheduled to work eight (8) hours or more hours in a particular work day. One half (1/2) hour unpaid lunch break shall be provided employees scheduled to work six (6) hours or more in a particular work day.

Section 6.3 The normal work week for full-time employees shall consist of forty (40) hours. The minimum normal work week for part-time employees shall consist of twenty five (25) hours. Upon notification from the employer, the union and employer will meet and discuss operational concerns that might arise in implementing the twenty-five hour minimum work week at an individual location. If the parties cannot reach a resolution or the employer does not notify the union the 25 hour minimum work week shall be implemented at the location in question. No employee or location whose regular work week schedule exceeds the minimum work week schedule shall have their hours reduced.

Section 6.4 The Employer shall have the right to fix schedules. The Employer will post work schedules subject to change on forty-eight (48) hours' notice, except in cases of emergencies; provided, however, work schedules of employees shall not be changed to avoid benefits such as overtime pay, jury duty pay, funeral leave pay, and holiday pay. The Employer has the right not to schedule employees for work on holidays listed in this Agreement.

Section 6.5 Overtime shall be assigned to qualified employees within the job classification on a rotating basis on job classification seniority. The employee with the most job classification seniority shall be assigned the first overtime assignment; the employee with the second most job classification shall be assigned the next overtime assignment; etc.

Section 6.6

A. Time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) during any workweek and in excess of eight (8) during any workday. There shall be no pyramiding of overtime hours.

B. In those weeks which contain one of the holidays listed in the Holiday Article, personal days, birthdays, or vacation days, such days, even though not worked, will be counted as hours worked for purposes of computing overtime pay.

Section 6.7

A. Overtime work shall be rotated equally in the order of building seniority among all employees within the same job classification within the same building who are on the same shift. This provision shall not apply where it is necessary for an employee to work past his or her scheduled quitting time nor shall it apply to any emergency beyond the Employer's control. Weekend overtime and any other overtime assignments which do not fall directly into one shift or another will be rotated in order of building seniority among all employees within the same job classification within the same building who possess the skill level and qualifications needed to perform the assignment, in the judgment of the Employer and subject to the grievance procedure. For rotation purposes, an employee who refuses an overtime opportunity shall, for future rotation purposes, be charged as if he had accepted.

B. If there remains an insufficient number of employees to fill the schedule, the employees will work by inverse seniority on a mandatory basis.

ARTICLE 7 – WORKLOAD

Section 7.1 With respect to all other jobs contracted for by the Employer where bargaining unit employees were employed when the contract was acquired, it is agreed that the Employer shall initially hire at least the same number of employees, under the terms of the collective bargaining agreement at that location. This shall not limit the Employer's right to establish reasonable standards of productivity, subject to the grievance procedure. The Employer shall follow and be bound by the rules of seniority of all bargaining unit members previously employed on all jobs, in respect to job security, promotion, accrued vacations and other benefits.

Section 7.2 The Employer shall not impose an unreasonable workload. In the event an employee is assigned additional work to cover temporary absenteeism, the Employer will instruct the employee as to what portion of his regular work assignment shall not be done in order to do the additional work in writing. It is understood by both parties that work assignments may change as a result of changes in technology, equipment, method, or building cleaning specification. In such cases the Employer shall reduce to writing the new work assignments and train the employees to be able to complete these assignments in an efficient and safe manner.

ARTICLE 8 - RESPONSIBILITIES OF THE PARTIES

Section 8.1 The Employer in each individual building is empowered to hire and has the right to discharge or discipline any employees working in that building for just cause. Without limiting the foregoing rights, gross insubordination, dishonesty; intoxication; use or sale of illegal drugs; and punching another employee's time card shall be sufficient cause for dismissal. The Union recognizes the right of management to direct the working forces and control the policies of management. The Employer shall also have the right to determine the number and character of

positions to be filled by the employees covered by this Agreement. The above rights include, but are not limited to, the right to lay off for economic reasons, promote, demote for just cause, assign work, establish amend and enforce reasonable rules of employee conduct, so long as these policies or rights do not modify, change or conflict with any provisions of this Agreement. A high standard of efficiency of service in each of the respective buildings involved shall be maintained by all employees.

Section 8.2 All employees are expected to perform a fair day's work for a fair day's pay as set forth in the Exhibit attached hereto.

Section 8.3 No benefits, prerogatives, or other substantial rights to which any such employee shall be legally entitled at the time of the execution of this Agreement shall be abridged or otherwise affected by the terms hereof, and the same shall remain intact and in full force and effect.

Section 8.4 The Employer shall inform all employees at the time of hire of the existence of this Agreement and the obligation of each employee under Article 3 after their 30th day of employment.

Section 8.5 It is recognized by the Employer and the Union that they both must use their best efforts to reduce absenteeism and tardiness to a minimum. The Union agrees to take appropriate and proper measures to curb absenteeism and tardiness among its bargaining unit members at all times.

Section 8.6 With respect to all other jobs contracted for by the Employer where bargaining unit members were employed when the contract was acquired, it is agreed that the Employer shall initially hire at least the same number of employees, under the terms of the collective bargaining agreement at that location.

Section 8.7 This shall not limit the Employer's right to establish reasonable standards of productivity, subject to the grievance procedure.

Section 8.8 The Employer shall follow and be bound by the rules of seniority of all bargaining unit members previously employed on all jobs, in respect to job security, promotion, accrued vacations and other benefits.

Section 8.9 (a) There shall be no reduction in the work force except where there is:

- a) A documented change in work specifications; or
- b) Elimination of all or a substantial part of specified work; or
- c) Vacancies in the building; or
- d) Construction or reconstruction of all or part of a building; or
- e) Introduction of technological advances; or
- f) Change in the nature of the occupancy of the building; or
- g) Significant changes in cleaning techniques or processes which reduce cleaning times

(b) Should the Employer desire to reduce the work force for one of the reasons above, it shall give 14 days' advance notice to the Union, including in such notification the reason(s) for the reduction. During the said 14 day notice period, the Employer agrees to meet with the Union to discuss the reasons for the reduction. At the conclusion of the 14 day period, if the Union is not satisfied, the Employer may implement its decision and the Union may proceed directly to arbitration on an expedited basis.

Section 8.10 The Employer may drug test in the following situations: pre-employment physicals, post-accident investigation, for cause (where the Employer has a good faith belief that the employee is under the influence of drugs or alcohol), after meeting and consulting with the Union. Such program will be designed to safeguard the privacy of the employee. All testing will be performed by a certified laboratory that is certified by the United States Department of Health and Human Services, and the tests will be generally performed in accordance with the standards established by the U.S. Department of Transportation and the Federal Highway Administration in connection with drug and alcohol testing.

If the parties cannot agree to the details of such a testing program after thirty (30) days, the Employer may implement the drug testing and alcohol testing program which is attached hereto and marked as Exhibit "D".

ARTICLE 9 - HOLIDAYS

Section 9.1 Holidays shall be granted to employees as follows:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 9.2 Employees who are scheduled to work on a holiday must work as scheduled on that holiday in order to be eligible for holiday pay. Holiday pay shall be computed by multiplying the employee's regular straight-time hourly rate by the number of hours in the employee's regularly scheduled work day.

Section 9.3 Employees who are not scheduled to work on a holiday must work on their last scheduled work day before and first scheduled work day after the holiday in order to be eligible for holiday pay.

Section 9.4 Employees who work their normal hours on said holidays shall be paid at the rate of time and one-half (1-1/2) their regular straight-time hourly rate, plus holiday pay, for all hours worked on said holidays.

Section 9.5 Any employee whose regular day off falls on a holiday shall receive an additional day's pay therefore, or, at the option of the Employer, shall receive an extra day off within the holiday week.

Section 9.6 If a holiday falls within an employee's vacation period, he shall receive the holiday pay or an additional day off at the option of the Employer.

Section 9.7 In those weeks which contain one of the above-designated holidays, such holiday, even though not worked, will be counted as normal hours worked in order to establish forty (40) hours of work for overtime purposes.

Section 9.8 In addition to the holidays listed above, each employee who has at least one year of continuous service shall receive two (2) personal paid days off , providing the employee submits his/her request at least one week in advance of the desired time off, subject to limitations set by the Employer as to the maximum number of employees allowed to take such personal days at any one time. However, the seven (7) day requirement shall be waived in cases of personal or family emergencies, provided the employee provides the Employer with reasonable documentation of the personal or family emergency within 48 hours of returning to work. In the event that more employees want to be off at the same time than is permissible, job classification seniority shall govern. It is further agreed that each employee may take up to a maximum of one (1) personal day in any six (6) month period, but in any event shall take his two (2) personal leave days by the end of the contract year. If an employee is unable to use all two (2) personal days within the contract year, the employee shall be paid.

ARTICLE 10 - VACATION

Section 10.1 The term "worked continuously" means the length of continuous service worked by an employee in the building where employed, as indicated on the building's seniority list. The term "vacation year" shall mean the twelve (12) consecutive month period commencing on January 1 of each year of the Agreement.

Section 10.2 Employees who have at least one (1) year of continuous service, and during the prior calendar year have worked at least one thousand two hundred fifty (1250) hours as a regularly scheduled full time worker or six hundred and twenty five (625) hours as a regularly scheduled part time worker, shall be entitled to a paid vacation as follows:

- A. For all employees
 - 1. Employees who have worked continuously for one (1) year but less than two (2) years shall receive one weeks' vacation with pay.
 - 2. Employees who have worked continuously for two (2) years shall receive two (2) weeks' vacation with pay.

- B. New employees, upon completion of one year of service, shall receive a prorated amount of vacation for the period of the year between their one-year anniversary date and January 1st.

Section 10.3 Vacation pay shall be computed at the number of hours per week in the employee's regular schedule and at the employee's regular straight-time hourly rate.

Section 10.4 Vacations shall be taken during the period from January 1 through December 31 of each year at times approved by each Employer. The Employer shall post a vacation signup sheet or distribute vacation request forms to employees eligible for vacation, no later than January 31 of each year. Employees who have signed up on a signup sheet or returned their vacation request form before March 1 shall have the right to choose the period of their vacation in accordance with their building seniority. Employees who sign up or return their request forms on or after March 1 shall not be entitled to have their vacation requests considered on the basis of seniority. However, the Employer retains the right to limit the number of employees that may be off at any time in any job classification. Vacation schedules shall be posted no later than April 1 of each year. The scheduled starting date of the vacation for any employee shall in no case antedate the completion of one (1) year's continuous service.

Section 10.5 Years of service for the purpose of computing vacation benefits shall be measured on each January 1 from the employee's most recent date of hire into the building as set out on the seniority list.

Section 10.6 An employee who quits, dies, retires or is terminated shall receive vacation pay prorated based on hours worked that calendar year, divided by the number of hours they are regularly scheduled. This section shall not apply to terminations resulting from the loss of a cleaning or management contract.

An employee who quits without giving the Employer at least two (2) weeks' written notice shall forfeit his or her accrued vacation pay; provided, however, the employee shall have the right to work out the two (2) week period in the event he or she had failed to give timely notice of his or her desire to quit.

Vacation checks shall be paid to the employee no later than the last scheduled day of work prior to the employee's scheduled vacation period.

Employees who are entitled to two (2) weeks or more in a vacation year may take all but the first week of vacation one (1) day at a time. An employee wishing to take a vacation day must arrange with the Employer at least seven (7) days in advance of the day desired, unless, because of illness, unexpected pressing business, or an emergency, advance notice cannot be given. In cases where seven (7) day advance notice cannot be given, the employee must provide the Employer with reasonable documentation of the cause for the vacation day within 48 hours of returning to work.

ARTICLE 11 - UNIFORMS

Section 11.1 The Employer agrees to make no change in the present arrangements for furnishing work clothes and uniforms, but shall not be required to furnish any work clothes or uniforms or service not now furnished; however, the Employer will provide such uniforms and/or work clothes or parts thereof, as may be required by law. Notwithstanding the above, the Employer shall provide waterproof snowsuits, hats, gloves, parkas, rain ponchos and rubber boots for use by employees who are required to work outside in inclement weather. Employees being issued such clothing may be required to sign a form acknowledging receipt of such item(s) and allowing the Employer to deduct the replacement cost of such items from the employee's pay if the item(s) are not returned by the employee at the end of the day or when the employee's employment is terminated.

ARTICLE 12 – MILITARY SERVICE

Section 12.1 The re-employment rights of employees who are now or may be later be in military service and the duties of Employers in relation to them shall be governed by the applicable provisions of federal and state laws.

Section 12.2 In all cases where employees are reinstated, in accordance with the above provisions, each Employer shall have the right to make necessary adjustments or reductions in the operating force.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 13.1 All grievances between the parties arising under this Agreement shall be settled in the following manner:

Step 1 A grievance shall be submitted in writing to the immediate non-Union supervisor and Shop Steward within fourteen (14) calendar days after the grievance occurred or when the grievant or Union should have known of same. The Union may also submit a grievance to the Employer within fourteen (14) calendar days after the grievance occurred or when the grievant or Union should have known of same by filing the grievance through the Union's Grievance Center. An answer in writing shall be given by the Employer to the grievant and Shop Steward, with a copy to the Union, within fourteen (14) calendar days from the date of the submission of the grievance.

Step 2 In the event no agreement is reached in the First Step, the grievant and the Union (Shop Steward or Union staff) may, within ten (10) working days from the date of the First Step Answer, refer the matter to the Superintendent or Supervisor of the building involved. An answer in writing must be made in the Second Step within ten (10) working days from the date the grievance was appealed to the Second Step.

The Union may commence a suspension or termination grievance at Step 2, in which case the Employer, Union, Shop Steward and grievant shall make best efforts to hold a Step 2 meeting within three working (3) days of the suspension or termination.

Step 3 In the event no agreement is reached in the Second Step, either the Union or the Employer may appeal same to the next Step consisting of the Union and the Employer and send to the other party a copy of the grievance within ten (10) working days of the Second Step answer. Authorized representatives of the Union and the Employer shall meet within twenty (20) working days of the Second Step Answer, and attempt to adjust the controversy. The Employer shall give the Union an Answer within five (5) working days after said meeting.

Step 4 In the event no agreement is reached at Step 3, the grievance may then be referred to a Grievance Committee which shall consist of two (2) representatives designated by MOCA and two (2) representatives designated by the Union as Arbitrators. A grievance shall not be scheduled for a Grievance Committee meeting if the grievance form is incomplete. The Union shall have ten (10) days after receiving notice from MOCA of an incomplete grievance form within which to properly complete a revised form and forward it to MOCA. If a properly completed revised grievance form is not filed by the Union within this additional ten (10) day period, the grievance will be deemed to be untimely filed at the Fourth Step. The Grievance Committee shall be composed of Union staff members, advocates, or officers, and MOCA Board members or officers, or those who are in line to become MOCA Board members or officers. The Grievance Committee shall meet no later than ten (10) working days after receipt of the written grievance and shall reach a decision no later than ten (10) working days after hearing the case. A decision by a majority of the Grievance Committee at this step of the Grievance Procedure shall be final and binding on the parties involved, and shall be regarded as an Arbitrator's decision. The Grievance Committee Procedures shall be as agreed from time to time by the parties. The joint MOCA – Local 32BJ Grievance Committee shall be available to non-members of MOCA who adopt the MOCA-Local32BJ collective bargaining agreement. Such non-members will be assessed a fee of \$500, payable to MOCA, for each grievance brought before the Committee in which they are involved.

Step 5 In the event no agreement is reached in the Fourth Step or if the Grievance Committee deadlocks and cannot render a decision, the Union may, upon written notice to the Employer appeal the grievance to arbitration within forty-five (45) working days from the date of receipt of the Step 4 Answer. The Employer agrees that the time strictures for filing a grievance for arbitration shall not be enforced until an employee's appeal rights have been exhausted, pursuant to the Union's Constitution and By-Laws. The parties shall then promptly attempt to mutually agree upon an impartial arbitrator within five (5) working days after notice of appeal to arbitration. If the parties are unable to so mutually agree upon an impartial arbitrator, then the Employer and the Union shall request the Federal Mediation and Conciliation Service to submit a panel of the names of nine (9) NAA Certified names of suggested impartial arbitrators. The parties shall then select the impartial arbitrator from such list by each party alternately removing one name from the list until but one name remains.

A grievance is defined as any differences arising between the parties as to interpretation, application or performance of any part of this Agreement.

Section 13.2 The parties may mutually agree to extend any of the time limits set forth in the grievance procedure; however, such agreements must be memorialized in writing by the Employer and the Union.

Section 13.3 The decision of the impartial arbitrator under Step 4 arbitration or expedited arbitration shall be final and binding on the parties and on any employees involved. Further, any mutual settlement between the Union and the Employer of any dispute or grievance at any step of the Grievance Procedure shall be final and binding on all parties, including the grievant(s).

Section 13.4 The expense of the impartial arbitrator selected, the hearing room and of the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Union.

Section 13.5 The impartial arbitrator must render his or her decision within thirty (30) days of the close of the hearing unless time is extended by mutual agreement of the parties. The impartial arbitrator must agree to this condition prior to him agreeing to hear the case.

Section 13.6 Saturday, Sunday and designated holidays shall not be included in the time limits set forth above.

Section 13.7 The above Grievance Procedure may, at the Employer's option, be utilized by the Employer; and in the event the Employer elects to file a grievance, it shall be processed commencing at Step 3.

Section 13.8 The arbitrator's power and authority under the Grievance Procedure shall be limited to the application and interpretation of the express terms of this Agreement, as applied to the subject of the particular grievance involved. The arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement.

Section 13.9 It is understood and agreed that grievances or disputes arising with respect to the employees of any Employer building or buildings shall not involve the employees of other Employer buildings in which no such grievance or dispute exists.

ARTICLE 14 – DISCIPLINE AND DISCHARGE

Section 14.1 No employee covered by this Agreement who has passed his probationary period may be disciplined or discharged without just cause.

Section 14.2 The Employer recognizes the concept of progressive discipline for minor disciplinary offenses. Disciplinary warnings shall not be used as the basis for suspension or

discharge after twelve (12) months of their issuance. After eighteen (18) months, a previous suspension shall not be used as the basis for a subsequent suspension or discharge.

Section 14.3 The Employer must notify the Union prior to issuing any employee a Last Chance Agreement. The time limits for filing a grievance over a Last Chance Agreement shall commence from the date the Union is notified of the issuance of the Last Chance Agreement.

ARTICLE 15 – NO STRIKE, NO LOCKOUT

Section 15.1 It is mutually agreed that there shall be no strikes, slowdown, sit-down, or other interference with work by the Union or its bargaining unit members and no lockout by the Employer, for any reason whatsoever during the term of this Agreement except as otherwise provided in this Agreement. It is also agreed that in the case of an emergency, such as flood, fire, or other unforeseen major contingency, the terms of this Agreement shall not be deemed to apply in connection with measures deemed necessary by the Employer for the care and protection of the buildings and equipment under its control, or reasonably necessary to repair and place the same in condition thereafter for occupancy.

Section 15.2 The Union shall not be held liable for any violation of this Article where it has taken all reasonable steps to avoid and end the violation.

Section 15.3 Notwithstanding Section 14.1 above, no employee covered by the Agreement shall be required by the Employer to cross through any lawful primary picket line established by the Service Employees' International Union or any of its local unions. No such employee shall be disciplined or unlawfully discharged for refusing to cross through such a picket line.

ARTICLE 16 - DEATH IN FAMILY

Section 16.1 In the event of the death of the wife, husband, legal domestic partner, son, daughter, brother, sister or parent of any employee covered by this Agreement who has been in the employ of the Employer for at least ninety (90) days, the employee shall be paid his regular straight time rate for scheduled time lost from work up to but not to exceed three (3) consecutive work days, one (1) of which shall be the day of burial; provided the employee attends the funeral and furnishes proof thereof if requested by the Employer. Proof of funeral attendance shall not be required when the funeral is more than 500 miles from Pittsburgh.

ARTICLE 17 - JURY PAY

Section 17.1 Any regular employee who is called for service as a juror shall be excused from work for those hours necessary in order to serve, and shall be reimbursed for scheduled working time lost up to a maximum of eight (8) hours per day and a maximum of eighty (80) hours per

calendar year. Jury pay shall be computed at the number of hours per week in the employee's regular schedule and at the employee's regular straight-time hourly rate. The employer may request documentation of any monies the employee received from the court to offset lost wages while serving as a juror. The employer may then deduct this amount from the employee's jury pay.

ARTICLE 18 – HEALTH INSURANCE PROGRAM

Section 18.1 The Employer agrees to make payments into a health trust fund known as the “Building Service 32BJ Health Fund,” under such provisions, rules, and regulations as may be determined by the Trustees, as provided in the Agreement and Declaration of Trust, to cover employees covered by this Agreement with such health benefits as may be determined by the Trustees of the Fund. Effective November 1, 2016, the hours threshold for insurance eligibility under this Article shall be reduced from 35 hours to 30 hours per week.

Section 18.2 Subject to 18.7 below, the monthly contribution to the Health Fund for each employee who is regularly scheduled to work 35 hours or more per week (or 30 hours per week effective November 1, 2016) shall be:

Effective November 1, 2015	\$413
Effective January 1, 2016	\$463
Effective January 1, 2017	\$517
Effective January 1, 2018	\$558
Effective January 1, 2019	\$600

Section 18.3 The monthly contribution to the Health Fund for employees who are regularly scheduled to work less than 35 hours per week (or 30 hours per week effective November 1, 2016) shall be \$40 per month.

Section 18.4 For the period November 1, 2015 through October 31, 2016, the Employer shall make available to employees who are regularly scheduled to work thirty (30) to less than thirty-five (35) hours per week the same health insurance coverage that the Employer offers to its non-bargaining unit employees. To receive such coverage, employees who are regularly scheduled to work thirty (30) to less than thirty-five (35) hours per week must satisfy all eligibility requirements of the Employer’s health insurance plan and must make all premium contributions required to participate in the plan. The Employer has the right to change the health insurance benefits of employees who are regularly scheduled to work thirty (30) to less than thirty-five (35) hours per week, including, but not limited to, the right to change eligibility requirements, coverage and/or benefit levels, employee premium and/or contribution levels, co-pays and/or other costs, carriers and/or plan providers, and/or the health insurance plan itself, to the same extent that changes are made to the health insurance benefits provided to its non-bargaining unit employees. Changes to the health insurance benefits of employees who are regularly scheduled to work thirty (30) to less than thirty-five (35) hours per week will occur at the same time as changes to the health insurance benefits of the Employer’s non-bargaining unit employees.

Section 18.5 Effective January 1, 2016, the Health Fund shall offer dependent health care coverage that satisfies the requirements of the Affordable Care Act, to eligible full-time employees covered by medical insurance through the fund who elect such dependent coverage in accordance with the Fund's enrollment procedures and agree to contribute at rates to be determined by the Health Fund Trustees. The Employer agrees to work in good faith with the Union and the Health Fund to get the necessary confirmations and documentation the Employer reasonably deems necessary so that employee contributions for said dependent health care coverage may be deducted on a pre-tax basis from the wages of eligible full-time employees who have elected such coverage through a Section 125 Plan, prior to January 1, 2016. If the necessary confirmations and documentation can be provided, the Employer shall establish and sponsor a plan in compliance with the requirements of Section 125 of the Internal Revenue Code, and any regulations issued thereunder, to allow full-time employees to choose between receiving the amounts above as cash paid in the employee's wages or paying the Health Fund for dependent health care coverage. Upon written authorization by the Employee, the Employer shall deduct from the Employee's wages in equal amounts every pay period, on a pre-tax basis, an amount which shall equal the applicable monthly contribution described above and remit those employee contributions to the Health Fund in accordance with the Health Fund's policies and procedures.

Effective January 1, 2016, the Employer shall make the following monthly contributions on behalf of each employee who elects to purchase dependent child coverage at the employee's own cost in accordance with the process described immediately below:

Effective January 1, 2016	\$1,018 per month
Effective January 1, 2017	\$1,137 per month
Effective January 1, 2018	\$1,229 per month
Effective January 1, 2019	\$1,320 per month

Effective January 1, 2016, the Employer shall make the following monthly deductions in equal amounts from employee's paychecks for those employees who elect to purchase dependent child coverage:

Effective January 1, 2016	\$555 per month
Effective January 1, 2017	\$620 per month
Effective January 1, 2018	\$671 per month
Effective January 1, 2019	\$720 per month

The Health Fund will offer newly hired employees dependent child coverage any time within one hundred twenty (120) days of their date of hire, although coverage cannot begin earlier than the ninety first (91st) day of employment. Thereafter, the Health Fund shall conduct an annual open enrollment period of thirty (30) days commencing in the month of October on dates established by the Fund each year during which employees may elect to enroll or discontinue dependent child coverage. The Fund shall inform the Employer in advance if the annual open enrollment period will be commencing in a month other than October. Although the Fund shall conduct the Open Enrollment process for eligible employees, the Employer and Union will facilitate reasonable requests from the Fund regarding the Fund's open enrollment periods.

Enrollment of children due to family status changes, such as the birth or adoption of a child or loss of coverage by a non-enrolled dependent, may be done at any time in accordance with Fund Special Enrollment Rules as set forth in the Health Fund Summary Plan Description. Enrollment of dependents for those who elect dependent child coverage shall follow the Fund's eligibility and special enrollment rules.

Section 18.6 If any future applicable legislation is enacted, there shall be no duplication or accumulation of coverage and the parties will negotiate such changes as may be required by law.

Section 18.7 Unless otherwise specified in this Agreement, newly hired employees shall have a waiting period of ninety (90) days before becoming eligible to be participants in the Funds, and no contributions shall be made on behalf of newly hired employees during the 90 (ninety) day period.

Section 18.8 At any building where an employee is working 35 hours or more per week on October 31, 2011, the Employer, regardless of practice, shall make the contributions set forth in 17.2 unless the Employer enters into a Rider with the Union that provides otherwise.

Section 18.9 Effective 2/1/12, twenty (20) percent of all employees in each building in Oakland Southside shall work a minimum of 35 hours per week, and the Employer shall make contributions as set forth in 17.2 on their behalf. Effective 2/1/13, forty (40) percent of all employees in each building in Oakland Southside shall work a minimum of 35 hours per week and the Employer shall make contributions as set forth in 16.2 on their behalf. Effective 2/1/14, sixty (60) percent of all employees in each building in Oakland Southside shall work a minimum of 35 hours per week, and the Employer shall make contributions as set forth in 16.2 on their behalf

ARTICLE 19 – LEGAL FUND

Section 19.1 Effective November 1, 2018, the Employer shall make contributions to the “Building Service 32BJ Legal Services Fund” (“Legal Fund”) to provide employees under this Agreement who have completed six (6) months of employment with such benefits as may be determined by the Trustees.

Section 19.2 The rate of contribution to the Legal Fund shall be \$16.63 per month for each employee. Contributions are not required on behalf of employees on layoff or leave of absence.

ARTICLE 20 – TRAINING, SCHOLARSHIP, AND SAFETY FUND

Section 20.1 The Employer shall make contributions to a trust fund known as the “Thomas Shortman Training, Scholarship and Safety Fund to cover employees in Tier 1 Buildings as defined in Article 1 of this Agreement with such benefits as may be determined by the Trustees.

Section 20.2 The rate of contribution to this Fund shall be \$7 per month during the first year of this agreement for each employee who has been employed more than ninety (90) days. Effective November 1, 2016, the rate of contribution shall be \$14.13 per month. Contributions are not required on behalf of employees on layoff or leave of absence. Contributions are only required on behalf of employees working employees in Tier 1 Buildings as defined in Article 1 of this Agreement

ARTICLE 21 - GENDER CLAUSE

Section 21.1 The use of the masculine gender in this Agreement shall include the feminine gender.

ARTICLE 22 - NO JOINT LIABILITY

Section 22.1 It is the intent of the parties that liability under this Agreement shall be between the individual Employers and the Union, and shall be several and not joint.

ARTICLE 23 - SENIORITY

Section 23.1 All employees shall have job classification and building seniority. In the case of a layoff in any job classification, the least senior employee in such job classification in that building using job classification seniority shall be displaced. "Building" is defined for purposes of seniority as each building which is listed in this Agreement.

Such displaced employee may then exercise his building/location seniority and bump the least senior employee with building seniority in any other job classification in the building in which he has the ability to perform using building seniority. Such bumped employee may then exercise his building seniority so that the least senior employees are those laid off. In the event of recall in any job classification, persons previously laid off shall be recalled in reverse order of their layoff or bump in such job classification.

Section 23.2 Whenever a vacancy occurs in any job covered by this Agreement, other than crew leaders, lead persons and supervisors, said job shall be posted for bid for five (5) consecutive days in a conspicuous place and all employees may apply for the job. The vacant

position shall be awarded within twelve (12) days of after the said job was posted. The posting shall contain a full description of the job duties, starting time and rate of pay. Except for crew leaders, lead persons and supervisors, who may be chosen without regard for seniority, building seniority shall be the governing factor in filling the vacancy with due consideration for training, ability, competency and efficiency. The Employer shall determine the ability of an employee to fill a job vacancy subject to the Grievance Procedure. An Employer or employee may utilize a trial period of up to ten (10) working days as a means of determining ability and qualifications of an employee to fill the job vacancy. If either the Employer or the employee decides during this ten (10) working day trial period that they do not wish for the employee to remain in this position, the employee will be returned back to his or her original job.

In buildings with twelve or fewer employees job bidding within classification shall be not be necessary.

Section 23.3 The Employer shall have the right to transfer employees to different work locations provided that such transfer is based upon a complaint by the building owner, manager, agent, or by a tenant, alleging theft, misconduct, poor performance, or other acts relating to work performance. The Employer shall notify the Union in writing of the reason for the transfer. In such cases employees will be transferred to a location within the same building wherever possible. Furthermore, the transfer may not be based upon arbitrary or discriminatory reasons. Any transfer pursuant to this section shall not be considered disciplinary and shall not be used against the employee in any disciplinary action. The Union shall be notified promptly of any such transfer and shall promptly, upon request, be provided with a copy of the written complaint. Employers signatory to this Agreement shall not issues such complaints. The Employer may not solicit a demand from a customer that an employee be removed from a location in order to circumvent the just cause provision of this Agreement.

Section 23.4 Seniority shall be broken by any of the following contingencies:

- A. If an employee quits, retires, or is discharged;
- B. Layoff longer than twelve (12) months.
- C. Failure or refusal to report for work one (1) week after being recalled to work from layoff by notice sent by registered letter to the employee's last known address on file with the Employer.
- D. Absence because of sickness and accident after twelve (12) months unless such absence is due to a compensable disability incurred during the course of employment, in which event the individual must return to work within seven (7) days of:
 - (1) the date of final determination of termination of disability under the Pennsylvania Workers' Compensation Act;
 - (2) the date of execution of final receipt of compensation;

(3) the date that an order is entered by a Workers' Compensation judge, or

(4) the date that the Workers' Compensation Appeal Board grants a commutation;

E. Absence from work for three (3) consecutive scheduled working days without notifying management of his or her absence, unless the employee's absence without notifying management is due to a justifiable cause beyond the employee's control.

Section 23.5 The Employer shall furnish, upon request, no more than twice a year, a seniority list for each building covered by this Agreement listing the names of all bargaining unit employees, their job classifications and building seniority. The names shall be listed in order of date of hire.

Section 23.6 In order to comply with the requirements of the Americans with Disabilities Act of 1990, the Union will cooperate with the Association and all covered employers to make, where required by the Act, reasonable accommodations for disabled employees. It is recognized that in making reasonable accommodations, arrangements may have to be made that are not consistent with provisions in this Agreement, including the seniority provisions of this Article.

Section 23.7 Family & Medical Leave (FMLA). (For other than serious health condition of the employee).

A. Subject to the terms and conditions of this Article, an employee who has been employed by the Employer for at least twelve (12) months and who has worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period prior to a request for leave, is eligible for unpaid leave totaling twelve (12) weeks during any twelve (12) month period for the following:

1. Birth of a son or daughter of the employee and in order to care for that son or daughter;
2. Placement of a son or daughter with the employee for adoption or foster care;
3. To care for the employee's spouse, son, daughter or parent, if that individual has a serious health condition, i.e., an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or involves continuing treatment by a health care provider.

B. Leave under (a)1 and (a)2 above for the birth or placement of a son or daughter expires twelve (12) months after the date of birth or placement.

- C. In the event that both spouses are employed by the Employer and are eligible for the leave, they are limited to an aggregate of twelve (12) weeks of leave if that leave is for the reasons set forth in (a)1 and (a)2 above or to care for a sick parent under (a)3 above.
- D. Leave under (a)3 above may be taken intermittently or on a reduced work schedule when medically necessary. Employees are to first use all unused vacation and personal days before taking unpaid time off on such leave.
- E. In all foreseeable instances, the employee should provide the Employer with at least thirty (30) days' notice before the leave is to begin. If conditions are such that the leave must begin in less than thirty (30) days, then the employee should provide the Employer with notice at the earliest time practicable.
- F. If the Employer requires that a request for leave under (a)3 above must be supported by a certification by the health care provider, the certification must include the following information:
 - 1. the date on which the serious health condition began
 - 2. the probable duration of the condition
 - 3. medical facts regarding the condition
 - 4. statement that employee is needed to care for the spouse, son, daughter or parent and an estimate of that amount of time needed for such care; and
 - 5. in the case of planned medical treatment for spouse, child or parent, the dates and duration of such treatment.
- G. In the case of leave under (a)3 above, the Employer, at its discretion, may require a second opinion at its expense. If there is a conflict between the two opinions, then the Employer may require, at its expense, a third opinion from a health care provider designated or approved jointly by the Employer and the employee.
- H. The leave request must be initiated by completing the attached application and certification, if necessary under (a)3 above.
- I. The Employer will continue to pay all but the employee's contribution if applicable for that employee's health insurance coverage during the leave. Upon return from leave, the employee will be permitted to use his or her bargaining unit seniority to choose a position within the classification the employee held prior to the commencement of the leave.

- J. An employee on leave will not lose any benefits accrued prior to leave. The employee shall accrue seniority, but not benefits, during such leave.
- K. The twelve (12) month period shall be calculated forward from the date the employee initially begins the Family or Medical Leave.
- L. If an employee fails to return from leave for a reason other than the continuation, recurrence or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the employee, then the Employer will seek to recover the premium paid during leave to maintain the employee's health insurance coverage. The Employer will require medical certification of such condition.
- M. In administering a leave of absence under this Article, the application for Unpaid Family or Medical Leave form, Exhibit "B," and the Family and Medical Leave Act Certification form, Exhibit "C" will be used.

ARTICLE 24 – SEVERANCE PAY

Section 24.1 In the event the Employer loses an account due to a building closure and the Employer cannot place all or some employees at another location, the Employer shall offer such employees by seniority the option to terminate employment with the Employer and receive severance in accordance with the schedule below or to be placed on lay off in accordance with the seniority provisions of this Agreement.

- 1 week's pay for 5 years service but less than 10.
- 2 week's pay for 10 years service but less than 15.
- 3 week's pay for 15 years service but less than 20.
- 4 week's pay for 20 years service or more.

Section 24.2 This Article shall not apply in cases of layoff, resignation, discharge or discipline.

ARTICLE 25- SUBCONTRACTING

Section 25.1 The Employer agrees that no work or services presently performed by the collective bargaining unit will be contracted out or performed by non-bargaining unit employees, except that the Employer reserves the right to contract out work under such circumstances as:

- A. Bargaining unit employees do not have the skills and/or the Employer does not have the equipment to do a particular job; or
- B. Time of completion of a project is of the essence and cannot be met with existing employees;
- C. Under past practice such work has been contracted out; or
- D. Would require work to be done on an overtime basis.

Nothing contained herein shall limit the Employer's rights with respect to layoff, except if such is due to contracting out of work, nor shall the Employer be limited in any way in using any technology, equipment, machinery, tools, energy or labor-saving devices. Further, the Employer shall not be limited in any way in discontinuing or reducing services to its tenants and, further, the Employer shall not be required to hire additional personnel in the bargaining unit.

ARTICLE 26 - FULL SETTLEMENT

Section 26.1 This Agreement is in full settlement of all the issues in dispute between the parties. The Employer and the Union expressly agree that during the term of this Agreement there shall be no reopening for collective bargaining negotiations or demand therefore as to any matter or issue not covered by the provisions of this Agreement or for the renegotiation of any provisions of this Agreement. This does not prevent the parties from discussing matters of mutual concern.

ARTICLE 27 - UNION ACTIVITIES

Section 27.1 The Employer shall permit the posting of Union bulletins in employees' quarters wherever possible and shall permit the Union Stewards reasonable freedom to perform their duties during working hours. However, a Shop Steward must secure the approval of his non-union Supervisor before leaving his work station, which approval shall not be unreasonably withheld.

Section 27.2 Duly accredited representatives of the Union may enter the building during working hours after obtaining prior permission from the Employer to confer with employees under conditions that are not disruptive to working schedules. Such permission shall not be unreasonably withheld.

Section 27.3 Union stewards will not be docked for scheduled working time lost while attending a grievance meeting at Step 1, 2 or 3; providing they are the involved stewards.

Section 27.4 The Union shall notify the Employer in writing of all designated shop stewards. Shop stewards shall be granted two (2) days off per contract year to attend steward training class, providing written request is submitted to the Employer at least one (1) week in advance.

Section 27.5 The Union will designate and the Employer shall permit at least one (1) employee, up to a maximum of two (2) employees per Employer, subject to the operational needs of the Employer, to be excused from work with no loss of pay, seniority or benefits to serve a union leave of absence. This leave of absence shall not exceed six (6) months. The employee shall be returned to his/her former position upon completion of said leave displacing the least senior employee in his/her building if necessary. The Union shall reimburse the Employer for all wages and benefit costs for the duration of said leave of absence. If the employee is needed for more than one (1) work week, five (5) consecutive days, the Union shall give the Employer fourteen (14) days' advance notification, but in no event shall any notification be less than three (3) working days. The Union shall reimburse the Employer for all wages, including worker's compensation, unemployment compensation, taxes where appropriate and applicable benefits. The Union shall also indemnify and hold harmless the Employer of and from any and all liability arising from the Employer's compliance with this Section, including, but not limited to, any and all liability caused by any employee on Union leave per this Section and any and all damages and/or injuries sustained by any employee on Union leave per this Section. Should any aspect of this provision be found to be illegal or otherwise result in any adverse tax or related financial consequences to the Employer, this Section shall be deemed null and void, and the parties will engage in negotiations over a substitute provision.

ARTICLE 28 - FAIR EMPLOYMENT PRACTICES

Section 28.1 No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

Section 28.2 The Employer and the Union agree that there will be no discrimination in employment in violation of applicable federal, state and/or local law.

ARTICLE 29 - OTHER WORKING CONDITIONS

Section 29.1 Where possible, The Employer shall provide lockers and sanitary washing facilities, including soap and towels. Each building shall provide and maintain an adequate first aid kit in the office of the building or some other central location.

Section 29.2 The Employer shall furnish and maintain all cleaning supplies and equipment.

Section 29.3 The Employer shall use its best efforts consistent with applicable laws and governmental regulations to maintain reasonably comfortable conditions and temperatures for all employees in the buildings in which the employees work.

Section 29.4 In the event an employee is assigned additional work to cover temporary absenteeism, the Employer will instruct the employee as to what portion of his regular work assignment shall not be done in order to do the additional work or pay additional time at the sole discretion of the employer. This clause shall not cover situations in which employees are assigned different work as a result of changes in technology, equipment, or method, but shall only cover situations involving temporary absence where one or more employees are requested to take over the work of the absent employee for a short duration.

Section 29.5 Non-union supervisors shall not perform bargaining unit work where it results in a bargaining unit employee being displaced. This Section shall not prohibit a supervisor from performing bargaining unit work for the purpose of:

- A. Training or retraining of employees;
- B. Trying out or testing new methods, processes, equipment or materials;
- C. Handling an emergency; or
- D. Replacing an employee, other than a cleaning employee, until a qualified replacement can be obtained to fill the position for up to 30 calendar days.
- E. Union working leads shall be permitted to work as directed by management.

Section 29.6 The Union agrees to send copies of all collective bargaining agreements it enters into (including modifications or renewal agreements, or any memorandums of understanding) with an employer or groups of employers covering any office building or complex over 100,000 square feet upon the request of the employer. The Union shall submit such agreements or memorandums within thirty (30) days from when they are entered into.

Section 29.7 The Employer shall establish an employee safety and labor management committee consisting of two (2) bargaining unit employees and two (2) members of management, who shall meet on at least a quarterly basis to discuss safety and health matters. The safety committee shall only have the power to recommend and advise management on safety and health matters.

Section 29.8 In recognition that new rules of the Environmental Protection Agency (EPA) require maintenance employees servicing air conditioning and refrigeration equipment to be certified by an EPA examination, it is agreed that all affected personnel will take the necessary examination. The Employer shall reimburse the employee for fees charged by the EPA to take the examination and be certified, the first time the employee takes the examination. The employee shall not be reimbursed for any other costs. The employee shall be responsible at his or her own expense to maintain such certificate once it is issued.

Section 29.9 Acknowledgement: Employees are obligated to sign a statement indicating that they have received the Employer’s handbooks and new rules. Employees will agree to abide by the Employer’s handbook and new rules so long as they have been clearly explained to the employee and do not violate any of the terms of this agreement.

ARTICLE 30 - IMMIGRATION

Section 30.1 The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extensions, continuations or other status required by the Immigration and Naturalization Service without having to take a leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to ninety (90) days without pay or benefits, and return the employee to work with no loss of seniority, provided the Employer is still in the building. All of the above shall be in compliance with existing laws. Except as prohibited by law, when an employee presents evidence of a name or social security number change, or updated work authorization documents, the Employer shall modify its records to reflect such change and the employee’s seniority will not be affected. Such change shall not constitute a basis for adverse employment action, notwithstanding any information or documents provided at the time of hire.

ARTICLE 31 - CREDIT UNION

Section 31.1 The Employer agrees to deduct and transmit to the Pennsylvania State Employees Credit Union amounts deducted from the wages of those employees who voluntarily authorize such deductions by way of a signed authorization form. If an Employer is more than thirty (30) days late in forwarding the amounts deducted from employees' wages to the credit union, the Employer shall pay liquidated damages to the employee involved in the amount of 10% of the liquidated amount commencing with the thirty-first (31st) day of such a delinquency.

ARTICLE 32 - WAGES

Section 32.1 Employees shall receive either the minimum pay rate or the minimum increases to their current pay rate, whichever results in a higher rate of pay, during the term of this Agreement:

Date	Tier 1 Suburbs			Tier 2 Suburbs (all other sites)		
	Minimum Rate	Utilities/Grounds	Min. Increase	Minimum Rate	Utilities/Grounds	Min. increase
11/1/15	\$12.10	\$13.10	.25	\$11.50	\$12.50	.25
5/1/16	\$12.35	\$13.35	.25	\$11.70	\$12.70	.20
11/1/16	\$12.85	\$13.85	.50	\$12.15	\$13.15	.45
11/1/17	\$13.35	\$14.35	.50	\$12.60	\$13.60	.45
11/1/18	\$13.80	\$14.80	.45	\$13.00	\$14.00	.40

Section 32.2 Newly hired employees may be paid \$.50 below the minimum pay rate until completion of six calendar months of employment.

Section 32.3 The wage rates of this Agreement shall apply to all job classifications in the office buildings covered by this agreement. Depending on the building or complex, such job classifications may include Night Cleaner, Day Cleaner, Utility Worker, Grounds and Lead Cleaner.

Section 32.4 This Agreement shall not interfere with present employees being paid higher wages as compensation for superior knowledge and ability, who shall continue to receive such higher wages during the term of this Agreement unless their employment is terminated sometime prior to the date of expiration, and in such case, new employees will be paid at the rates set forth in the appropriate job classifications.

Section 32.5 In the event an employee is temporarily assigned work in a higher paid classification for two hours or more, he shall be paid the higher rate of pay for such work. If an employee is temporarily assigned to work in a lower paid classification, the employee shall continue to receive his or her regular rate of pay for such work. Should, however, the employee be temporarily assigned to work in a lower paid classification for the employee's convenience, the employee shall be paid the rate of the job to which assigned.

Section 32.6 In the event a related new job is created by the Employer, the rate of pay for such job shall be subject to negotiation between the parties.

If the parties are unable to agree to the appropriate rate of pay called for in this Agreement after negotiating in good faith, but in any event after thirty (30) calendar days have elapsed since management has given to the Union notice of its intention to install a new job, the Employer may install such a new job along with a temporary hourly rate and the matter, along with any grievance over whether this Section has been complied with, shall be immediately submitted to final and binding expedited arbitration, using a Federal Mediation and Conciliation Service panel of arbitrators who are members of the National Academy of Arbitrators. If the arbitrator finds that the permanent rate is higher than the temporary rate, the permanent rate shall be paid retroactively to the date the temporary rate was first established.

Section 32.7 The following wage phase-in shall apply to any buildings or complexes organized after the effective date of this Agreement in Tier 1 geographies in the city of Pittsburgh, commencing with the date of recognition:

Start:	\$1.50 below the minimum rate set forth in Section 32.1 above
6 mos:	\$1.00 below the minimum rate set forth in Section 32.1 above
12 mos	\$.50 below the minimum rate set forth in Section 32.1 above
18 mos.	Employees will be paid the minimum rate set forth in Section 32.1 above

Healthcare contributions in accordance with Article 18 will begin 6 months after the date of recognition.

ARTICLE 33 - MOST FAVORED NATIONS

Section 33.1 If the Union enters into any collective bargaining agreement with any employer or group of employers covering any office building in the City of Pittsburgh, Pennsylvania, which has 100,000 or more square feet of gross rentable space, which has more favorable economic terms (wages, benefits or language) than that contained in this Agreement, the Employers covered by this Agreement shall have the right to apply those more favorable terms to its employees covered by this Agreement prospectively. The Union agrees to inform the Employer immediately upon signing any agreement with an employer in the event the terms of such agreement are more favorable than those contained in this Agreement.

ARTICLE 34 - SEPARABILITY

Section 34.1 In the event any of the terms or provisions of this Agreement shall be or become invalid, or unenforceable by reason of any federal or state law, directive, order, rule or regulation now existing or hereinafter enacted or issued, or because of any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions thereof.

ARTICLE 35 - TERMINATION

Section 35.1 This Agreement shall become effective November 1, 2015 and shall continue in full force and effect until 11:59 P.M., October 31, 2019.

Sixty (60) days prior to November 1, 2019 either party may in writing notify the other of its desire to continue, modify, or terminate the within Agreement. Within thirty (30) days following such notice, the parties shall meet for the purpose of negotiating the matters involved in the aforesaid notice.

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

**SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 32BJ**

**MANAGERS OWNERS AND
CONTRACTORS ASSOCIATION**

Gabe Morgan

John Brady

Date: _____

Date: _____

Sam Williamson
Date: _____

Signature Pages for
Signatory Employers are
On-File With Union

Appendix A

The Union and the Employers will agree on the list for Washington County by March 31st, 2012. If the Union and Employer fail to agree, the matter is subject to resolution by arbitration under Article 12.1 Step 4.

Appendix B: Non-MOCA Contractors

The following contractors are not members of the Managers Owners and Contractors Association (MOCA) but are signatory to this Agreement:

All Purpose Cleaning
CleanTech
GCA Services Group
SBM Site Services.

The following contractors are members of MOCA:

ABM Janitorial Services Mid-Atlantic, Inc.
C&W Services
The Huber Group
ISS
Platinum Cleaning
Quality Services, Inc.
ServiceMaster Public Building Maintenance Co.
St. Moritz Building Services, Inc.

Appendix C: Tier 1 Neighborhoods

Tier 1 shall include the city of Pittsburgh neighborhoods of the Strip District, Lower Lawrenceville, Central Lawrenceville, Upper Lawrenceville, East Liberty, Shadyside, North Oakland, West Oakland, Central Oakland, South Oakland, Southside Flats, and Southside Slopes as reflected in the following maps.