

## **2016 Delaware Contractors Agreement**

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

### **Article 1. Recognition**

- 1.1. This agreement shall apply to all service employees employed in any facility in New Castle County and Wilmington, Delaware excluding commercial office buildings under 100,000 square feet, except that economic terms and conditions for residential buildings, hospitals, department stores, schools, charitable, educational and religious institutions, race tracks, nursing homes, theaters, hotels, shopping malls, golf courses, bowling alleys, warehouses, route work, bank branches, airports and industrial facilities shall be set forth in riders negotiated for each location covered by this agreement. Article 9.2 shall not apply during negotiations for a rider agreement.
- 1.2. The Employer shall be bound by the applicable area-wide agreements for all work performed within and subject to the scope of those agreements for all areas within the Union’s jurisdiction, including the following agreements and successor agreements thereto: (a) the 2016 New York City Independent Contractors Agreement (or its RAB counterpart); (b) the 2016 Long Island Contractors Agreement; (c) the 2016 Hudson Valley and Fairfield County Contractors Agreement; (d) the 2016 Hartford/Connecticut Agreement; (e) the 2016 New Jersey Contractors Agreement; (f) the 2015 Philadelphia BOLR or Independent Contractors Agreement; (g) the 2015 Philadelphia Suburban Contractors Agreement; (h) the 2015 downtown Pittsburgh Contractor Agreements; (i) the 2015 Allegheny County (PA) Agreement; (j) the 2015 Washington Service Contractors Agreement; and (k) the 2012 Maintenance Contractors of New England Agreement.
- 1.3. Route work is all work performed by the Employer other than in facilities where the Employer contracts directly with the owner and/or agent. Transit terminals and complexes of contiguous commonly owned commercial buildings of 100,000 square feet or more, shall be subject to the terms of this Agreement.

- 1.4 If the Employer takes over jobs subject to rider agreements, it shall assume and be bound by the remaining terms of any such Rider agreements between the Union and the predecessor Employer. Such Rider Agreements shall be supplied in advance to the Contractors who bid on the work.
- 1.5. The Union is recognized as the exclusive collective bargaining representative for all classifications of service employees within the bargaining unit defined above. "Service employees" as used in this Agreement is intended to cover the classifications and employees covered under the Independent Contractors Agreement.
- 1.6. Upon the execution of this Agreement, the Employer will provide the Union with a list of all its locations subject to the Agreement where it provides services. Upon the Union's written request, except where prohibited by law, the Employer within ten (10) business days will provide the Union in writing the name, address, job classification, social security number, hours of work, and present wage rate of each employee assigned to each account. The Employer shall monthly notify the Union in writing of the name, Social Security number and home address, wage rate, and job assignment and shift of each new employee engaged by the Employer. The Employer shall also monthly notify the Union in writing of all changes in employees' work status, including increases or decreases in working hours, changes in wage rates and or work locations and terminations or separations, and change in status from temporary to permanent, where applicable.
- 1.7. 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. 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.
- 1.10. The Employer shall notify the Union immediately in writing as soon as (in no event later than five (5) business days after) the Employer receives written cancellation of an account/location. Within five (5) business days after receiving cancellation notice, the Employer shall provide to the Union a list of all employees at the account/location, their wage rates, the number of hours worked, the dates of hire, the benefit fund contributions made for employees (via benefit fund remittance reports, and supplements to such reports that detail any changes), and vacation entitlement and usage.

## **Article 2. Union Security and Check-off**

- 2.1. It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the 31<sup>st</sup> day following the date this Article applies to their work-location or their employment whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.
- 2.2. Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the propriety of 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.

- 2.3. The Employer shall be responsible for all revenue lost by the Union by reason of any failure to discharge an employee who is not a member of the Union, if the Union has so requested in writing. In cases involving removal of employees for non-payment of the requirements of this Article, the Arbitrator shall have the authority to assess liquidated damages.
- 2.4. The Union shall have the right to inspect the Employer's payroll records to determine the employees of the Employer who are covered by this Agreement.
- 2.5. The Employer agrees to deduct monthly dues, initiation fees, American Dream Fund or Political Action Fund contributions, from the wages of an employee, when authorized by the employee in writing in accordance with applicable law. The Union will furnish to the Employer the necessary authorization forms. The Employer shall maintain accurate employee information and transmit dues, initiation fees, political fund contributions, and all legal assessments deducted from employees' paychecks to the Union electronically via automated clearing house (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.

The Union shall designate an official in its Dues Department to facilitate collection for work sites covered by this Agreement. That individual, along with a designee from the Union's Mid-Atlantic District, will respond to Employer phone calls and e-mails as promptly as possible. No interest or penalties will be imposed if the Employer makes a good-faith effort to remit payment.

- 2.6. If the Employer fails to deduct or remit to the Union the dues or other monies in accordance with this section 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 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.
- 2.7. 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 3. Management Rights**

- 3.1. The management of the Company's affairs and the direction of its working force, including but not limited to the right to establish new jobs, abolish or change existing jobs, change materials, processes, products, equipment in operations; schedule and assign work; hire, discipline and discharge for cause, transfer or layoff employees because of the lack of work, establish work rules; determine work loads, standards of quality of performance, hiring methods and practices; assignment and transfer of employees and the promotion of employees, establish, abolish or change bonus, incentive and quality programs shall be vested exclusively in the Company.
- 3.2. Employees shall not be discharged, suspended or otherwise disciplined by the Employer without just cause after a sixty (60) day trial or probationary period.
- 3.3. The Employer shall give any employee discharged or disciplined a written statement of the grounds for the discharge or discipline within a reasonable period of time not to exceed ten (10) working days after the discharge or discipline. The Employer shall provide the Union with a copy of any such statement at the same time.

#### **Article 4. Grievance/Arbitration**

- 4.1. In the case of any dispute (not arising out of the demand by either party for a modification of any of the terms of this Agreement, or the making of terms of a new agreement upon the expiration of this Agreement) between the Union and the Employer, or between any employee and the Employer, the same shall, in the first instance, be taken up for adjustment between the duly designated officer or agent of the Union and the Employer.
  
- 4.2. Should the Employer and Union representatives be unable to reach an agreement within five (5) days following the last meeting and/or discussion between the parties, the matter shall be referred to a Grievance Committee. The Committee shall consist of two representatives designated by an association of Employers signatory to this Agreement (or such other group of employers deemed acceptable by the Employer), and two representatives designated by the Union as arbitrators. The Grievance Committee shall set a meeting date to resolve the grievance, which date shall not be later than twenty-one (21) calendar days following the notice to the Grievance Committee. Failure of either party to meet within said twenty-one (21) calendar days to resolve said grievance shall result in the grievance being decided in favor of the other party; provided, however, that the parties may, by mutual agreement, extend the times set forth in this agreement. The 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. Should the Grievance Committee fail to reach an award by majority decision within a week from the submission thereof, then the matter shall thereafter, upon written demand of either party, be submitted for arbitration to an arbitrator designated by the American Arbitration Association in accordance with its then prevailing rules.

The Employer agrees that, in the event the Union initially declines to pursue a grievance to arbitration concerning the suspension or discharge of an employee, the time strictures for filing for arbitration shall be tolled pending the employee exhausting his or her appeal rights pursuant to the Union's Constitution and By-Laws, provided the following requirements are satisfied: (i) prior to the time for

submitting the matter to arbitration as set forth above, the Union sends a written notice to the employee advising him/her of the right to appeal the Union's decision not to advance the grievance to arbitration, and the Union provides the Employer with a copy of that Appeal Notice; and (ii) the Union files for arbitration within the earlier of 120 days following the date of the Appeal Notice or 10 days following the Union's decision to grant the employee's appeal and pursue the grievance to arbitration.

- 4.3. If there is no Employer association (or group of employers) and the Grievance Committee has not been constituted, then the matter shall thereafter, absent agreement by the parties, upon written demand of either party, be submitted for arbitration to an arbitrator designated by the American Arbitration Association in accordance with its then prevailing Labor rules.
- 4.4. A decision of the arbitrator shall be final and binding upon the parties. It is agreed that the cost of such arbitrator shall be borne equally by the parties.

It is agreed that a grievance may be heard by any three of the four members of the Grievance Committee, and an award entered unanimously by such three members of the Grievance Committee shall be valid and enforceable, final and binding. The arbitrators appointed or chosen hereunder to whom any grievance or dispute shall be submitted shall not have jurisdiction or authority to change or add to any provision of this Agreement.

## **Article 5. Contractor Transition**

- 5.1. When taking over or acquiring an account/location covered by this Agreement, the Employer is required to retain the incumbent employees and to maintain the same number of employees (and their hours) as were employed at the account/location by the predecessor employer, provided that the staffing level does not exceed the level in effect ninety (90) days prior to the takeover, except where there were increases in the staffing levels during that period resulting from customer requirements. Any employer who adds employees to any job in anticipation of being terminated from that job shall be required to

- place the added employees on its payroll permanently. These employees shall not replace any regular employees already on the payroll of that employer. The Employer may not reduce the staffing level on takeover of the account/location unless the Employer can demonstrate an appreciable decrease in the work to be done.
- 5.2. 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, personal days, 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.
  - 5.3. The Employer shall be required to notify immediately in writing the Union as soon as the Employer receives written cancellation of an account/location. Within two business days of such cancellation notice, the Employer shall provide to the Union a list of all employees at the account/location, their wage rates, the number of hours worked or regularly scheduled, the dates of hire, the number of sick days, personal days, the number of holidays, benefit contributions made for employees, and vacation benefits.
  - 5.4 Failure of the Employer to notify the Union as required in 5.3, 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.
  - 5.5. When an 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 5.3 above. Inaccuracies in the information provided by the incumbent Employer shall not excuse any obligations under this agreement of the Employer acquiring the account/location.
  - 5.6. The Employer shall provide the Union within five (5) business days of taking over the account/location the names, rates of pay, hours and other benefits provided at the location.

- 5.7. If the Employer loses the account/location, all accrued vacation benefits shall be included in a separate check. The successor Employer's obligation for benefits shall commence to accrue on the date that it takes over the account/location. The successor employer shall permit an employee, upon request, to take unpaid leave equal to the accrued vacation time which the predecessor employer paid to the employee, because of the turnover in the account. Effective January 1, 2017, this Section 5.7 will become inoperative and Section 5.8 below shall govern the payout of accrued benefits during all contractor transitions.
- 5.8. Vacation, sick day, and personal day rights of employees shall not be affected by a change of Employer so long as the employees remain in the employ of the new Employer, and the new Employer shall thereupon be responsible for the payment of same. The predecessor Employer shall notify the new Employer, and the Union, of the amount of vacation, sick days, and personal days to which each employee is entitled during the year that the contract changes, and the amount of vacation, sick days, and personal days, each employee has already taken, so that the new Employer is aware of the employees' remaining vacation leave during the course of the year.

## **Article 6. Seniority and Bumping**

- 6.1. After completion of the probationary period, an employee shall attain seniority as of his/her date of employment. Seniority of an employee shall be based upon total length of service with the Employer or in the location, whichever is greater. Location shall be defined as the building or buildings located in the same complex covered by the same contract between the Employer and the managing agent or owner.
- 6.2. In the event of a layoff due to a reduction in force, the inverse order of classification seniority, where applicable, shall be followed. Classifications shall not be based on the hours that employees work. In the event of bumping, there shall be no more than one bump. For layoffs within a building, seniority shall be based upon total length of service in the building.

- 6.3. In the event of a layoff due to the loss of a building to a non-union employer, ninety (90) days after the lay-off or reduction from the location (as defined in 6.1), employees may bump the least senior employee within their classification within New Castle County (excluding Wilmington) or within Wilmington depending where they were employed.
- 6.4. Seniority shall continue to accrue while an employee is on leave of absence for less than twelve (12) months, or for up to one year for employees laid off or covered by a workers compensation claim.
- 6.5. Seniority rights are lost if any employee quits, is discharged for cause, fails to report or communicate within five (5) days after notice of recall or is otherwise terminated or laid-off or covered by a workers compensation claim for more than twelve months.
- 6.6. Seniority shall prevail for the assignment of vacation selections. Overtime shall be offered to all employees in rotation by seniority. Nothing in this provision is intended to prevent the Employer from offering extra hours to part-time employees rather than to full time employees where the latter would receive overtime pay for those hours.
- 6.7. There shall be no transfer of employees from one location to another without the Union's consent.
- 6.8. Employees laid-off shall have recall rights for up to twelve (12) months to open positions in locations within either New Castle County (excluding Wilmington) or within Wilmington depending where they were employed when laid-off.

## **Article 7. Workload/Reductions**

- 7.1. No employee shall be assigned an unreasonable workload.
- 7.2. The Employer shall not reduce the workforce assigned to any location either through attrition or lay-off without bargaining with the Union first, such bargaining to take place on an expedited basis.

## **Article 8. Prior Better Terms and Conditions**

- 8.1. At any location where the Employer is currently maintaining terms and conditions that are more favorable to employees (or some of them) than those provided for in this Agreement for that location, those terms and conditions shall continue to apply to the affected employees unless the Union and the Employer otherwise provide.
- 8.2. The Employer shall assume and be bound by any rider agreement upon assuming operations at the account or location to which the rider agreement applies.

## **Article 9. Picket Line/No Strike Clause**

- 9.1. No employee covered by this Agreement shall be required to pass lawful primary picket lines established in an authorized strike, including picket lines established by Local 32BJ pursuant to an authorized strike at another job location. The Employer may not permanently replace or discipline any employee because he or she refuses to pass such a picket line.
- 9.2. There shall be no lockouts, and no strikes except that the Union may call a strike or work stoppage (a) after forty-eight hours notice where the Employer has violated Article 1 of this agreement, (b) where the Employer fails to comply with an Arbitrator's Award within three weeks after the Employer's receipt of the award, or (c) after forty-eight hours notice where the Employer has failed provide the Union with information or notices required by Article 5 above.
- 9.3. The Employer shall provide staffing information to the Union upon its request for any job which it currently services within five (5) business days of the request. If such information is not provided, the Union shall have the right to engage in a work stoppage until such information is supplied.

**Article 10. Leaves of Absence**

- 10.1. Employees may request a sixty (60) day Personal or Emergency Leave if they have been employed at least twelve (12) months. The employee must request Personal Leave in writing thirty (30) days prior to the date of the requested leave. The Employer shall not unreasonably withhold approval of such leave providing that the leave is compatible with the proper operation of the location. Emergency Leave may be requested on an emergency basis, provided that upon the employee’s return to work the employer may request documentation of the emergency. No employee shall be entitled to a personal leave of absence more than once in a twelve (12) month period, unless otherwise required by law.
  
- 10.2. Employers shall provide employees with leaves of absence for union related activities, where practicable, provided that such leave shall not be unreasonably denied. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time.
  
- 10.3. The Employer will comply with the provisions of applicable state and federal Family Leave laws regardless of the number of employees employed at any location or by the Employer.

**Article 11. Vacations**

- 11.1 All employees shall receive paid vacations according to the following schedule:

<b>Years of Service</b>	<b>Weeks of Paid Vacation</b>
1	1
3	2
8	3

- 11.2. The employee’s vacation shall be paid at the employee’s current rate of pay.

11. 3. When a holiday occurs during the employee's vacation, the employee shall be entitled to an extra day vacation or at the option of the Employer, an extra day's wage. The Employer will not unreasonably deny the employee's request.
11. 4. The Employer agrees to pay all employees for all unused vacation upon separation on the next practical pay day. The amount of vacation pay is pro-rated based on the amount of service since the last anniversary day of the employee.
11. 5. Vacation time can be used for extended sick leave or funeral leave provided the employee has used up his/her accrued sick leave and provided he/she provides a doctor's documentation when requested by the Employer.
11. 6. The employee's request for vacation leave shall not be unreasonably denied. Where there is a conflict with current workloads because the Employer receives simultaneous requests from two or more employee for vacation on the same day, seniority will prevail.
11. 7. When the Employer takes over a Union contractor's account, the Employer will recognize seniority, past service, earned vacation, sick days, and personal days and employees shall not be required to serve a new probationary period. The outgoing contractor shall pay the pro-rated vacation pay that is due with the last payroll check. The successor Employer shall pay the balance due at the time the vacation is accrued and taken and shall recognize and grant the full time off that is due. Effective January 1, 2017, payout of accrued leave will be in accordance with Section 5.8 of this Agreement.
- 11.8. It is agreed that vacation must be used within one year of the employee's anniversary date on which the vacation was earned. There will be no provision of "carry-over" of vacation unless mutually agreed between the employer and the employee in writing.
11. 9. If a building is closed due to circumstances beyond the workers' or contractors' control due to weather or other emergency, the employees shall have the right to use accrued vacation and sick time.

## **Article 12. Personal Days**

12.1. In order to receive a paid personal day, an employee must give the Employer at least four (4) hours notice. All employees shall receive three (3) paid personal days per year. Effective January 1, 2018, all employees shall receive four (4) paid personal days per year.

## **Article 13. Funeral Leave**

13.1. In the event of a death in the employee's immediate family (parent, spouse, child, mother/father in-law, stepchild, brother, sister, grandparent, grandchild, and domestic partner) requiring the employee's absence from the employee's regularly scheduled assignment, the employee shall be permitted to take a leave of absence of three (3) consecutive work days within fourteen (14) calendar days following the date of death and shall be paid for any time lost from his/her regular schedule as a result of such absence. Under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary. Employees shall provide prior notice to the Employer of the identity of the domestic partner. The Employer shall provide forms to the employees allowing them to identify their domestic partner.

13.2. In the event of a death in the employee's spouse's family (mother-in-law, father-in-law, sister-in-law, brother-in-law), the employee shall be permitted to take a leave of absence of one (1) work day within fourteen (14) calendar days following the date of death, and shall be paid for any time lost from his/her regular schedule as a result of such absence.

13.3. An employee may be required to submit proof of death and/or that the deceased was within the class of relatives specified and/or that the employee attended the funeral

## **Article 14. Health Insurance**

14.1. The Employer agrees to make payment into a health trust fund, known as the "Building Service 32BJ Health Fund" to cover employees

covered by this Agreement and/or group life insurance coverage under such provisions, rules and regulations and for such benefits as may be determined by the Trustees of the fund, as provided in the Agreement and Declaration of Trust, at the contribution rates provided for herein.

- 14.2. Effective January 1, 2016, the Employer shall contribute to the Fund \$463 per month for each regular fulltime employee.

Effective January 1, 2017 the rate of contribution to the Fund shall be \$517 per month for each regular fulltime employee.

Effective January 1, 2018, the rate of contribution to the Fund shall be \$558 per month for each regular fulltime employee.

Effective January 1, 2019, the rate of contribution to the Fund shall be \$600 per month for each regular fulltime employee.

- 14.3. Full-time employees shall be defined as those employees regularly employed (35) thirty-five hours or more per week.
- 14.4. Any Employer who has a plan in effect prior to the effective date of this Agreement which provides health benefits the equivalent of, or better than, the benefits provided for herein, and the cost of which to the Employer is at least as great, may cover its employees under this existing plan or under this Fund. If the Trustees decide the existing plan does not provide equivalent benefits, but does provide health benefits superior to one or more types of health benefits under this Fund, the Employer may participate in the Fund wholly, or partially for hospitalization and/or surgical coverage, and make its payments to the Fund in the amount determined by the Trustees uniformly for all similarly participating Employers.
- 14.5. If during the term of this agreement, the Trustees find the payment provided herein is insufficient to maintain benefits, and adequate reserves for such benefits, they shall require the parties to increase the amounts needed to maintain such benefits and reserves. In the event the Trustees are unable to reach agreement on the amount required to maintain benefits and reserves, the matter shall be referred to arbitration.

14.6. The Agreement shall be re-opened upon written notice to the Union from Employers employing one third of the employees subject to the Agreement within ninety (90) days of the implementation date of any new federal, state or local universal health care legislation in order to negotiate any necessary modification. If the Agreement is re-opened, Article 9 shall not apply.

14.7. 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 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 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 (91<sup>st</sup>) 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

## **Article 15. Legal Service Fund**

- 15.1. The Employer agrees to contribute the sum of five (\$.05) cents per hour worked, not in excess of forty (40) hours per week for each employee, in accordance with Article 16.4 of this Agreement, to the "SEIU Local 32BJ Building Operators Legal Service Fund" ("Legal Services Fund"), as set forth in the Legal Service Plan enumerating the services to be provided to said Legal Service Fund by the law firm of Spear, Wilderman, Borish, Endy, Spear and Runckel. The said

contribution shall be paid on or before the fifteenth (15<sup>th</sup>) day of each month for hours worked in the prior month.

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

#### **Article 16. Provisions Applicable to All Funds**

- 16.1. 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.
- 16.2. Where a contributing Employer is regularly and consistently delinquent, the Trustees in their discretion may require such security as they deem necessary.
- 16.3. The Trustees of the Funds shall make such amendments to the Trust Agreement, and shall adopt such regulations, as may be required to conform to applicable law, and which shall in any case provide that employees whose work comes within the jurisdiction of the Union (which shall not be considered to include anyone in an important managerial position) may only be covered for benefits if the building in which they are employed has a collective bargaining agreement with the Union. Any dispute about the Union's jurisdiction shall be settled by the Arbitrator if the parties cannot agree.

16.4. Prior to January 1, 2014, Employees shall have a waiting period of six (6) months before becoming eligible to be participants in the Funds, and no contributions shall be made on behalf of the employees over the six-month period. Effective January 1, 2014, 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 employees over the ninety-day period. Should the provision of the federal “Quality, Affordable Health Care Act for All Americans” relating to eligibility waiting periods be overturned before January 1, 2014, the parties agree to re-open this Section of the Agreement.

### **Article 17. Holidays**

- 17.1. All employees shall receive the following paid holidays: New Years Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Whenever any of these stated holidays shall fall on a Saturday or Sunday, it shall be observed on the following Monday or the preceding Friday, depending upon when the building is closed. Holiday pay shall be equally to an employee’s regular straight time pay. An employee required to work on a holiday shall receive his/her regular pay plus his/her holiday pay
- 17.2. In order to be eligible for holiday pay, an employee must work all his/her scheduled hours on the workday before and after the holiday unless he/she is on approved vacation or approved paid or unpaid leave.

### **Article 18. Union Rights**

- 18.1. Where permission is granted by the building owner/manager, the Employer shall furnish a bulletin board at a conspicuous location in each of the Employer’s locations and shall permit representatives of the Union, including stewards, to post notices pertaining to Union affairs on the bulletin board.
- 18.2. The Employer will permit the Union Shop Stewards reasonable time to perform their duties during working hours in his/her building or

complex. However, a Shop Steward must secure the approval of his non-Union supervisor before leaving his work station, which approval will not be unreasonably withheld. Union Stewards will not be docked for scheduled working time lost while attending a grievance meeting. The Union will notify the Employer in writing of all designated Shop Stewards.

- 18.3. Effective January 1, 2017, Shop Stewards will be granted one (1) day off per Contract year to attend Steward training class, provided written request is submitted to the Employer at least two (2) weeks in advance. The Employer will reimburse one (1) Steward per building for his/her daily scheduled hours for a maximum of one (1) day per Contract year.

### **Article 19. Vacancies and Promotions**

- 19.1. The Employer shall post all vacancies for a period of three (3) working days. Preference in filling vacancies shall be given to employees already employed in a building based on building seniority, provided such senior employee has the minimum skill and ability to perform the work. Part-time employees shall be given preference by seniority in bidding for open full-time positions.

### **Article 20. The Workweek, Overtime and Method of Pay**

- 20.1. The Employer shall establish a regular workweek. Any work performed over forty hours in a week shall be paid at time and one half the employee's regular rate of pay. Employees who work at more than one location shall have their hours combined in determining their overtime pay.
- 20.2. The minimum regular schedule for employees shall be four (4) hours per shift, five (5) days per week .
- 20.3. Employees shall be paid a minimum of 4 hours pay per night when called in to work.

- 20.4. All wages, including overtime, shall be paid weekly in cash or check, by direct deposit, or via debit cards, with an itemized statement of payroll deductions. If a debit card is utilized as the sole means of payment, the Employer is responsible for all fees related to its usage incurred by a non-plan bank. If a regular pay day falls on a holiday, employees shall be paid on the preceding day.

## **Article 21. Immigration**

- 21.1. The Union and the Employer, in recognition of the important role immigrants play in the building service industry, and of the complex regulations imposed by our nation's immigration laws, jointly agree to work together to protect the rights of employees, and to assist all employees in complying with legal immigration obligations.

The parties reaffirm their commitment to non-discrimination for present or future employees based on immigration status or on any grounds prohibited by law.

The Employer agrees to work with all legal immigrants to provide the opportunity to gain 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 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.

21. 2. A “no-match” letter from the Social Security Administration (SSA) shall not itself constitute a basis for taking adverse employment action against an employee or for requiring an employee to reverify work authorization. Upon receipt of such a letter, the Employer shall notify the employee and provide the employee with a copy of the letter and inform the employee that he or she should contact SSA.
- 21.3. When an employee presents satisfactory evidence of a legal name change or a mistake with respect to the social security number initially provided to the Employer, the Employer shall modify its records to

reflect the name or social security number change and the employee's seniority will not be affected.

- 21.4. The Union and Employer understand and agree that under no circumstance do the terms of this Collective Bargaining Agreement void any current and future Local, State and Federal Immigration Laws and agree that the Employer is required to meet all applicable regulations including the right to terminate any employee who it is not lawfully permitted to employ.

## **Article 22. Successors, Assigns and Subcontracting**

- 22.1. 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.
- 22.2. 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.
- 22.3. 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 23. Non-Discrimination**

- 23.1. 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 24. Wages**

24.1. The minimum wage rate for cleaners shall be:

Effective January 1, 2016: \$10.85  
Effective January 1, 2017: \$11.40  
Effective January 1, 2018: \$11.95  
Effective January 1, 2019: \$12.50

The minimum wage for new hires shall be 75 cents below the above minimum rate during the first six months of their employment.

24.2. All cleaners shall receive either the minimum hourly rate provided for above or the following increases, whichever results in the higher rate of pay:

Effective January 1, 2016: \$0.45  
Effective January 1, 2017: \$0.55  
Effective January 1, 2018: \$0.55  
Effective January 1, 2019: \$0.55

24.3. Lead-persons and handypersons shall be paid \$2.00 per hour more than the minimum rate provided for cleaners or shall receive the overscale increase as provided above if those increases shall result in a higher rate of pay.

24.4. The minimum wage rate for all cleaners shall be at all times at least fifty cents (\$.50) above the applicable statutory minimum wage for cleaners.

**Article 25. Most Favored Nations**

25.1. If the Union agrees to different economic terms and conditions more favorable to the Employer at any location, those terms and conditions shall apply to any other Employer who takes over that location for the duration of the Union's agreement with the prior Employer.

25.2. In the event that the Union enters into a contract or rider on or after December 1, 2019 for a Class A or B commercial office building,

whose economic terms or conditions are more favorable to such Employer than the terms contained in this agreement with respect to that building, the Employer shall be entitled to and may have the full benefit of any and all such more favorable terms for any of its similar buildings, upon notification to the Union. This clause shall not apply to contracts or riders entered into before December 1, 2019 even if the terms of any such contracts extend beyond that date, provided that any such riders set forth a schedule of wage and benefit increases.

**Article 26. Duration**

- 26.1. This agreement shall be effective from January 1, 2016 until midnight December 31, 2019.
  
- 26.2. Upon the expiration date of this agreement as set forth above, this agreement shall thereafter continue in full force and effect for an extended period until a successor agreement shall have been executed. During the extended period, all terms and conditions hereof shall be in effect subject to the provisions of this paragraph. During the extended period, the Employer shall negotiate for a successor agreement retroactive to the expiration date, and all benefits and improvements in such successor agreement shall be retroactive, if such agreement shall so provide. In the event the parties are unable to agree upon terms of a successor agreement, the Union upon three (3) days oral or written notice to the Employer, may engage in any stoppage, or strike without thereby terminating any other provision of this agreement, until the successor agreement is concluded.

**For SEIU Local 32BJ:**

**For** \_\_\_\_\_ :  
*(Name of Employer)*

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

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

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

### **SIDE LETTER ON BI-WEEKLY PAY SYSTEMS**

It is the parties' understanding that Employers who currently maintain bi-weekly pay systems shall not be required to convert their existing accounts/locations to a weekly system until December 31, 2011.

### **SIDE LETTER ON TRANSFERS**

If a customer, in writing, bars an employee from a location, but the Employer lacks good cause to terminate the employee, the Union and the Employer shall meet to discuss an alternative assignment for the employee that protects the employee's hours, wages and benefits. If no such assignment is available or can be agreed upon, then the dispute shall be resolved in accordance with the provisions of the collective bargaining agreement. The Employer may not solicit a demand from the customer that an employee be removed from a location in an effort to circumvent Section 3.2 of this Agreement.

### **SIDE LETTER ON INCREASING DAILY HOURS**

All signatory employers to the 2016 Delaware Contractors Agreement agree to transition fifty percent (50%) of the buildings covered under the Delaware Contractors' Agreement to 5 hours per shift, 5 days a week, by December 31, 2019. This shall be accomplished in the following manner:

The Union and the Employers will form a committee. The committee will create a list of buildings and a transition schedule resulting in the above stated goal. All signatories to the 2016 Delaware Contractors' Agreement will have an opportunity to serve on the committee. If, due to documented building owner objection, the signatory contractors are unable to implement the schedule created by the committee, the schedule will be bargained into the next Delaware Contractors' Agreement.

**Appendix A: Provisions Relating to New Castle County**

- a. The recognition procedure attached hereto shall apply to all Employer accounts in New Castle County or Wilmington that come within the terms of Article 1.1., except that commercial office buildings under 125,000 square feet shall be excluded for New Castle County.
- b. Upon the Union demonstration of majority support in either a building or the Employer's covered work within New Castle County, the terms of the Delaware Contractors Agreement shall apply to that building or work, except that Article 24 shall be modified as provided below:

24.1. The minimum wage rate for cleaners shall be:

Effective January 1, 2016: \$10.45

Effective January 1, 2017: \$11.00

Effective January 1, 2018: \$11.55

Effective January 1, 2019: \$12.10

24.2. All cleaners shall receive either the minimum hour rate provided for above or the following increases, whichever results in the higher rate of pay:

Effective January 1, 2016: \$0.45

Effective January 1, 2017: \$0.55

Effective January 1, 2018: \$0.55

Effective January 1, 2019: \$0.55

24.3. Leadpersons and handypersons shall be paid \$2.00 per hour more than the minimum rate provided for cleaners or shall receive the overscale increase as provided above if those increases shall result in a higher rate of pay.

24.4. The minimum wage rate for all cleaners shall be at all times at least fifty (50) cents above the applicable statutory minimum wage for cleaners. The minimum wage for new hires shall be 75 cents below the above minimum rate during their first six months of employment.