

## **AGREEMENT**

THIS AGREEMENT is made and entered into between SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1, affiliated with the Service Employees International Union, hereinafter referred to as "the Union," and those Employers signatory to this Agreement, hereinafter referred to as "the Employer," with respect to employees of the Employer as defined herein:

### **WITNESSETH:**

WHEREAS, it is the desire of said Union and the Employer to enter into an agreement to establish a peaceful settlement and adjustment of all grievances, disputes and differences which may arise between the Employer and its employees and which will prevent the stoppage of work and tend to stabilize and strengthen the business of the Employer and to establish wage rates and working conditions, which will prevail between the parties hereto during the existence of this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants herein contained, the parties hereto agree as follows:

### **ARTICLE I.** **RECOGNITION, UNION SHOP, CHECKOFF AND NON-INTERFERENCE**

Section 1. Recognition. The Employer recognizes the Union as the exclusive bargaining agent of the two bargaining units for all of its regular full-time and part-time employees engaged in janitorial classifications and all classifications listed in Appendix "A" and Appendix "D," and Appendix "E" in all buildings as defined below. In buildings with at least 85,000 square feet or more located in the City of Cleveland (see Appendix "B") excluding office employees and supervisors as defined by the Labor Management Relations Act of 1947, as amended and in buildings of 75,000 square feet or more in Suburban buildings (see Appendix "C"), and in all buildings defined in Appendix "E".

Section 2. Union Shop. It is a condition of employment that all present employees in the bargaining unit who are or become members of the Union shall remain members in good standing or tender to the Union the initiation fees and periodic dues that are obligations of members of the Union as a condition of employment.

All present employees in the bargaining unit who are not members of the Union, and all employees who are hired into the bargaining unit, on the thirtieth (30th) day following the beginning of their employment, or on the thirtieth (30th) day following the effective date of this Agreement, whichever is later, shall become and remain members in good standing or tender to the Union the initiation fees and periodic dues that are obligations of members of the Union as a condition of employment.

If an employee is already a dues paying member of the SEIU with an employer signatory hereunder when the employee joins the work force of another employer, then that employer does not have to deduct dues as long as the first employer continues to deduct dues.

Section 3. Check-off. The Employer agrees to deduct from the wages of the employees covered by this Agreement who authorize such deductions in writing to the Employer all initiation fees, assessments and dues in equal amounts each payroll period and to remit all such dues deducted to the Union on a monthly basis. Such information shall be transmitted electronically in a common, commercially-available electronic format specified by the Union, and shall include the worker's full name, social security number, wage rate, seniority date, worksite address, hours worked in a month for which payment has been made, home or mailing address, home phone number, personal wireless telephone number, electronic e-mail address, and amount of dues paid during the current month of payment.

Section 4. The Employer agrees to deduct SEIU Local 1 COPE-PAC contributions in whatever sum is authorized by the Union from the pay of employees upon receipt of a voluntary written authorization executed for that purpose, only so long as such deductions and contributions are in compliance with all substantive and procedural law in effect at that time. Payroll deductions for SEIU COPE contributions may also be authorized through recorded telephone conversations in accordance with the procedures outlined in Federal Election Commission (FEC) Advisory Opinion 2013-12 (9/12/2013). The Union agrees to indemnify and save the Employer harmless from any liability incurred by reason of such deductions.

Section 5. Deductions of even amounts will be made from the pay earned during the month for which contributions are due. In the event any employee whose pay is subject to the deduction of Union dues and COPE-PAC contributions as provided for in this Article shall not be entitled to any pay for selected pay period of any month, then the Employer will make a double deduction from the pay earned during the selected period of the next month and of the months that follow, if necessary, but not to exceed in any one month a double deduction, until all back dues are paid.

Section 6. Union Notification for New Employees. The Employer, upon hiring a new employee, shall at hiring notify that employee of the contract provisions regarding Union security as set forth in this Article I and shall at that time provide each such employee with Union membership and check-off authorization cards which will be supplied to the Employer by the Union. The Employer may delegate the responsibility to the building steward.

Section 7. Employee Data. The Employer shall provide all information for each member of the bargaining unit and shall provide this information by building to the Union on a regular monthly basis. Such information shall be transmitted electronically in a common commercially available format specified by the Union, where compatible or possible with the Employer's data system. The information shall include: full name of each employee, wage rate, work-site address, hours worked in a month for which payment has been made, home or mailing address, home phone number, personal wireless phone (if available) electronic email address (if available) and the amount of dues paid during the current month of payment. The

Union shall hold the Employer harmless against any claim of any employee arising out of the request for information set forth in this section.

Section 8. Review and Audit. The Union shall have the right at reasonable times and by such representatives as it may designate to have the payroll or other appropriate records of the Employer reviewed or audited solely in order to check for compliance with the provisions as set forth in Sections 2 and 3 of this Article I, and solely as they relate to union membership and dues check-off. The Union shall first appeal the non-compliance of this provision in accordance with Article XV, Step C. If the Employer does not comply within thirty (30) days, the review and audit procedure shall immediately commence. Any such audit shall be limited to a period twelve (12) months preceding the audit and may request payment only for proven deficiencies arising during that twelve-month period. Accounting and legal fees and all other expenses incurred by the Union in the enforcement of any such deficiency found, if not paid within thirty (30) days, shall be reimbursed to the Union by the Employer. Any audit conducted under this provision shall be limited solely to the building covered under this collective bargaining agreement. If a deficiency is found during an audit, and if the Employer does not pay the deficiency within ninety (90) days of being notified, a penalty of 5% per month, starting on the ninety-first (91<sup>st</sup>) day, may be assessed by the Union on the amount of the deficient dues. Additionally, in the event that the Employer fails to remit dues to the Union within ninety (90) days of being notified of a deficiency, the no-strike provisions of Article XV, Section 1, shall be null and void, and the Union may forthwith cause its members to cease performing services for the offending Employer until all funds due the Union are paid in full.

Section 9. The Union agrees that except for non-payment of dues and initiation fees, it will not request the discharge of any employee/member under Section 2 above.

Section 10. The Union agrees that it will not engage in any Union activity upon the Employer's time or on the property of the building and that it and its members will work in harmony with all employees of the Employer, whether Union or non-union. Nothing herein contained shall prohibit a Union representative duly authorized for the purpose from soliciting employees to join the Union on the property of the building, but not on the Employer's time. However, this shall be done without coercion and not against the wishes of the employee solicited.

The Union shall be permitted to enter an employee's work site after providing reasonable notice to the Employer, provided, however, that if a building owner or operator refuses permission for Union access, the Employer may refuse the Union's request. In such buildings, the Employer will work, in good faith, with the owner or operator to attempt to permit the Union access. It is understood that such visits shall not interfere with the employee's job duties, subject to the written approval of the employer and the building owner or manager. The Union's access may not be restricted any more than that of the general public.

Section 11. Whenever the male gender is used in this Agreement, the female gender is also included, unless the context clearly requires otherwise. Neither the Employer nor the Union will discriminate against applicants or employees with regard to employment, tenure, race, ethnicity, sexual orientation or gender identity, religion, gender or any other term or

condition of employment in violation of any applicable law. Employees and management representatives will be treated with respect and dignity by all parties to this Agreement.

Section 12. The parties acknowledge and agree that the term “written authorization” as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement.

The Union agrees to indemnify and save the Employer harmless from any liability incurred by the implementation of this Article.

## **ARTICLE II. MANAGEMENT RIGHTS**

Nothing in this Agreement shall limit the Employer in its sole exercise of its function of management, and subject to the provision of the Agreement, the Employer shall manage its business, including, but not limited to, the right to direct the work of the employees; plan, direct and control its operations, hire, promote and demote, discipline, suspend or discharge for just cause; reorganize its operations, transfer employees; assign employees; to determine the amount of work needed, number of employees needed, and the hours of work within the limits prescribed herein. In addition, the Employer shall retain the right to add to or modify any part or whole of its operations, provided nothing is done in violation of this Agreement and the right to establish reasonable work rules and regulations which may include drug testing and/or security background checks consistent with federal and state law or in sensitive work environments.

It is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated, provided nothing is done in violation of specific terms of this Agreement.

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 only the following circumstances:

- A. Bargaining unit employees do not have the skills and/or the particular job requires special equipment which the Employer does not own; 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 unreasonable amount of overtime.

This Section shall not affect the Employer's right to lay-off employees; however, the parties recognize that the exceptions to no subcontracting are to permit the Employer sufficient flexibility to perform work that is outside routine cleaning services, is not presently performed by it, or otherwise falls under subparagraphs A - D, above. Therefore, the Employer shall not use this Article to lay off employees because of their subcontracting of routine cleaning work which it presently performs unless it falls under one or more of the exceptions noted in subparagraphs A - D, above.

### **ARTICLE III. INCAPACITATION - LEAVES OF ABSENCE**

Section 1. Medical/Industrial Leave of Absence. In the event any employee shall become incapacitated for employment because of pregnancy or because of illness or accident arising from within or without the course of his/her employment, the employee shall notify the Employer of such incapacitation as soon as possible and the Employer shall grant said employee an unpaid leave of absence in accordance with the employee's best estimate of the length of time necessary before the employee can return to work, substantiated by a doctor's certificate. At all times, the Employer and the Union agree to administer this Article in accordance with the requirements of the Family Medical Leave Act and any other applicable federal, state or local law that may impact unpaid leaves of absence. In addition, nothing in this Article shall strip the Employer of the right to demand an employee undergo a fitness for duty examination in the event the Employer or the Employer's representative observes an Employee being unable to perform the primary functions of his or her job and/or their presence threatens the safety of the Employee or any of the Employee's co-workers.

The employee shall apply for such leave of absence on a form to be provided by the Employer. A copy of such leave request form showing the period of time and for which such leave is granted shall be provided to the Union upon the granting of such leave. Regardless of the period of leave of absence granted, as soon as the employee is capable of returning to work, the employee must do so and shall be reinstated to his/her position without any loss of seniority rights. However, prior to the reinstatement, the Employer shall have the right to insist upon a doctor's certificate being furnished that establishes the employee's ability to return to his/her position. Leaves of absence under this provision shall not exceed one (1) year.

Section 2. An employee may be granted up to six (6) months personal leave of absence without pay for justifiable reasons without loss of seniority upon receiving written authorization from the Employer, a copy of which is to be furnished to the Union. Such leaves may be granted at the sole discretion of the Employer.

Section 3. When an employee is on an approved medical leave of absence, all medical benefits provided for under this current Agreement shall be extended for a period of three (3)

months, with continued contributions from the Employer. After three (3) months, the Employer shall no longer be obligated to make contributions.

Section 4. The Employer agrees to comply with the provisions of the Family and Medical Leave Act (FMLA).

**ARTICLE IV.**  
**SENIORITY, WORKLOAD AND JOB BIDDING**

Section 1. If an Employer signatory to an agreement with the Union takes over the janitorial and/or maintenance work in a building or buildings covered by this Agreement, the employees performing that work shall be retained in order of their building seniority and in accord with the wages, hours and other terms and conditions of employment established in this Agreement.

Section 2. An employee shall accrue two types of seniority:

- A. Employee seniority measured by the employee's last date of hire with the Employer (including any seniority recognized from service with a previous unionized Employer in takeover situations).
- B. Building seniority measured by the employee's last date of hire in the building in which he/she is employed.

Section 3. Employee seniority shall be utilized for the accrual of any and all benefits, vacations, holidays, wage progression, etc. Building seniority shall be utilized for preference in layoffs and recalls and vacation scheduling. Should a reduction of the work force or a reduction of hours become necessary, all reductions to the extent necessary shall be handled through the layoff provisions by seniority in each building, provided the remaining employees have the skill and ability to perform the duties in question.

The Employer may establish a roving crew for the purpose of covering schedules in various work locations that necessitate less than eight (8) hours per day or forty (40) hours per week. The work week for this roving crew shall be, to the extent necessary, seven and one-half (7½) hours per day, thirty seven and one-half (37½) hours per week. An employee of the roving crew shall earn seniority from his/her first day of hire and if placed in a permanent building shall retain his/her seniority in that building from his/her original date of hire.

Section 4. Seniority shall be broken and the employment relationship terminated when an employee:

- A. Is discharged for just cause;
- B. Quits or retires;
- C. Does not return to work after an approved leave of absence in accordance

with Article III, Sections 1 and 2;

D. Is laid off for a period of more than one (1) year.

Section 5. Workload In the event an employee is absent i.e. (illness, vacation, medical leave, personal leave, FMLA or otherwise) employees of the Employer can be reassigned on an as needed basis to meet operational needs. Work assignments shall be distributed among employees as equitably as possible. The expectation of the Employer shall not be that the employee will complete his/her usually assigned work per shift and that of the absent employee. The site manager or supervisor will instruct the employee as to what work from his/her usual assignment is to be performed and what work from the absent employee's usual assignment is to be performed.

Unfinished work under this Section 5 shall be reported to the immediate supervisor by the employee before the end of his/her scheduled work shift. The Employer will consider the amount of work given to the employee before any reprimand for lack of work performance is issued under these circumstances.

Section 6. Job Bidding Whenever a vacancy occurs in any job covered by this Agreement, said job shall be posted for bidding in a conspicuous place and all employees may apply for the job. The posting shall be open for a period not to exceed 72 hours, unless there is an immediate operational need to fill the position. The posting shall contain a full description of the job duties, starting time and rate of pay. Seniority shall be the governing factor in filling the vacancy provided the employee has the ability to be trained to perform the job. For any vacancy not filled pursuant to the foregoing posting procedure, the Employer shall offer the position to a qualified replacement employee who is then working in the Employer's building before hiring a new employee to fill the vacancy.

Section 7. Change of Name and/or Social Security Number Error in an employee's documentation may be due to error or to circumstances beyond an employee's control. When an employee presents satisfactory evidence of a legal name change or error with respect to the social security number previously 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 and this shall not be considered a break in service, nor shall the employee be subject to any other adverse action as a result of the lawful change of name and/or Social Security number. However, nothing prohibits the Employer from taking adverse action against an employee in the event the Employer learns that the employee has or is attempting to utilize a fraudulent social security number and/or is utilizing another individual's social security number or identity.

**ARTICLE V.**  
**OVERTIME AND REPORTING TIME**

Section 1. The regular work week shall consist of five (5) consecutive days from Monday to Sunday eight (8) hours per day, forty (40) hours per week or seven and one-half (7 1/2) hours per night thirty-seven and one-half (37 1/2) hours per week, inclusive, as directed by the Employer. Any time worked in excess of eight (8) hours per day or forty (40) hours per week shall constitute overtime. Any work required on a day other than the employee's normal work week shall be paid at the rate of time and one-half. When an employee terminates his/her position, those hours shall be divided equally among the most senior employees until each such employee is working eight (8) hours per day, five (5) consecutive days and forty (40) hours per week. If all forty hour work schedules have been offered or filled and there is not enough cleaning space in a particular building to warrant a full-time employee, then the least senior employee or the new employee hired, in the building so affected, may be scheduled less than eight (8) hours per day or forty hours per week, until additional space or additional hours become available. The employer may establish one (1) employee in each downtown building that may work twenty (20) hours or below, said employee shall not be covered by this agreement. This position shall not be utilized to prevent full time employment. Any employee hired prior to November 9, 1985 and who is currently on a Monday through Friday schedule shall not have that schedule altered.

Section 2. When employees report for work on their regularly scheduled shift; and in the event there is no work available for them and they are not assigned to any work and they have not been notified at least eight (8) hours in advance not to report for work, they will receive one-half (1/2) their daily pay at their current effective hourly rate; provided, however, that if the lack of work is caused by conditions beyond the direct control of the Employer, such as power failure, fire or windstorm, they will not be entitled to receive this "show-up" pay.

Section 3. It is the intention and understanding of the parties to this Agreement that the work week for the regular janitorial and cleaning crews shall be Monday through Sunday, inclusive.

Section 4. The employee's work week shall be no less than forty (40) hours per week, except as otherwise defined in Article IV, Section 3, seniority, and Article V, Section 1, Overtime and Reporting time. Any reduction in the workforce shall be handled in accordance with Article IV, Section 3, Seniority.

**ARTICLE VI.**  
**WAGE SCHEDULE AND NO WAGE PENALTY**

The rates of compensation during the period of this Agreement shall be set forth in Appendix "A" attached hereto. Employees shall be paid according to the Employer's payroll schedule, but no less than bi-weekly.

In the event the Employer issues a paycheck which cannot be cashed or deposited due to non-sufficient funds ("NSF"), the Employer shall provide another check in the same amount



to the employee within three (3) business days of being made aware of the issue. If the Employer fails to provide a paycheck within three business days, or if the second paycheck provided is also rejected due to NSF, the Employer shall, within one week of the issuance of the initial paycheck, pay the equivalent amount of the initial check in cash or a certified check.

No employees shall suffer a reduction in hourly rate due to the signing of this Agreement. No employee shall, during the course of this Agreement, suffer a reduction in pay or fail to receive the programmed contract year increases. Further, any area or location differential that existed prior to the signing of this Agreement shall continue to be paid for each year of the Agreement. This does not apply to ARTICLE XIX.

## **ARTICLE VII. VACATIONS**

Section 1. All vacation schedules shall be as follows or as otherwise attached in an Appendix hereto. All employees shall be entitled to one (1) week (.416 days per month) (5 days) vacation after one (1) year of employment. All such employees who have been employed continuously for a period of two (2) years shall be entitled to two (2) weeks (.833 days per month) (10 days) vacation. All such employees who have been employed continuously for a period of eight (8) years shall be entitled to three (3) weeks (1.25 days per month) (15 days) vacation. All such employees who have been employed continuously for a period of twenty (20) years shall be entitled to four (4) weeks (1.66 days per month) (20 days) vacation. Effective May 1, 2021, all such employees who have been employed continuously for a period of twenty-five (25) years shall be entitled to 5 weeks (2.08 days per month) (25 days) vacation.

Section 2. Whenever a holiday, as described in Article IX, falls in his scheduled vacation, the employee is entitled to an additional day's compensation during his/her regularly scheduled vacation or an extra day off, at the Employer's option.

Section 3. Any employee who is discharged or who leaves his or her employment after qualifying for vacation shall be entitled to vacation pay on the basis of the above time schedule or on a pro-rated basis.

Section 4. When an Employer stops servicing an individual account or job site, the vacation pay owed to all employees who are not to be continued in the active employ of such Employer shall be calculated to the date of the last day that the Employer will service the account and provided to the Union within five (5) business days of learning that the account will be changing hands. All accrued unused vacation time and pay shall be the responsibility of the successor contractor. In case the worksite closes permanently or is serviced by a contractor who does not honor this Agreement, the current Employer shall pay a pro rata amount of accrued unused vacation time to all affected employees. If the Union fails to give the Employer notice within 30 days that the successor employer has refused to honor this Agreement, the Employer shall have no obligation to pay a pro-rated amount of accrued unused vacation time. With respect to this section, at all times, the successor Employer who will be obligated to compensate the employee for the unused vacation time shall be entitled to

review any and all documentation that supports the impacted employee's seniority date and any and all documentation supporting the vacation time that employee has utilized (and not utilized) during the course of his/her employment. In the event a dispute arises concerning an employee's seniority date and/or the amount of unpaid vacation due and owing that employee, that dispute shall be resolved in accordance with the grievance and arbitration provisions contained in this Agreement.

Vacation may be taken throughout the calendar year subject to scheduling by Management. Employees shall receive their vacation pay on the pay day prior to taking their vacation, provided at least two (2) weeks written notice has been given to the Employer.

Section 5. Employees with 1 or more years of seniority may use up to 3 of their vacation days per year for emergency absences. Employees using vacation as emergency absences must call in at least 3 hours prior to the beginning of their shift. So long as the employee gives proper notice, the use of the 3 vacation days as emergency absences shall not count toward any attendance policy and the employee shall not be required to provide medical documentation for the use of such days as emergency absences. If an emergency occurs making it impossible for the employee to give at least 3 hours' notice, the employee does not have to give 3 hours' notice, so long as the employee shows reasonable proof of the emergency (i.e. doctors' note indicating medical emergency, mechanic invoice showing car failure on way to work, etc.). At all times, the Union recognizes the Employer's need to adequately staff their work location. Accordingly, while the Employer recognizes that an employee may have an emergency that requires that employee to be off of work, the Employer retains the ultimate authority to decline these requests in the event that the proposed last minute absence may put the Employer in a position where it cannot adequately staff the location to which the employee is assigned. In cases of suspected abuse of this provision, the Employer also retains the ability to request documentation establishing the Employee's need for such last minute leave.

### **ARTICLE VIII. BEREAVEMENT PAY**

In the event of a death in the immediate family of an employee (spouse, father, mother, son, daughter, grandchild, brother, sister, maternal or paternal grandparent) the employee shall be entitled to a leave of absence of three (3) consecutive days, one of which shall be the day of the funeral or similar service. For each day during such absence on which the employee would normally have worked, he shall be paid his usual pay at straight time.

The number of hours per day for which the employee shall be entitled to payment shall be equal to the number of hours per day for which he/she would otherwise have been scheduled to work. Should such a funeral take place outside the State, requiring travel time in excess of two (2) days, the employee may have such additional travel time off without pay for the purpose of attending such funeral or other similar service. No payment shall be made unless the employee attends the funeral. Proof of attendance must be provided if requested.

**ARTICLE IX.  
HOLIDAYS**

Section 1. Except as set forth in Section 2 of this Article, post-probationary employees shall be paid for the holidays named herein, or as otherwise attached in an Appendix hereto, or days celebrated as such, provided they work the last scheduled work day preceding, as well as the next scheduled work day following:

New Year's Day	Thanksgiving Day
Memorial Day	One-half day before Christmas Day
Independence Day	Christmas Day
Labor Day	One-half day before New Year's Day
Floating Holidays (3)	

The holiday shall be observed beginning with the starting shifts on the day the holiday is celebrated, or the day designated by the building owner. When such employees are required to work on said holidays, they shall receive holiday pay and an additional day's pay. Should any of said holidays fall on an employee's day off, or during his or her vacation, such employee shall receive an extra day's compensation or an extra day off, with pay, at his or her option, the day to be mutually agreed to. With respect to the employee's three (3) floating holidays, it shall be the obligation of the employee to notify his/her Employer one (1) week in advance for the taking of the floating holiday. Scheduling of floating holidays shall be scheduled by mutual agreement of the employee and the Employer, subject to the scheduling needs of the Employer. The Employer may regulate the number of employees taking a floating holiday within a given week.

Section 2. Employees hired on or after September 4, 1985 shall receive the three (3) floating holidays as follows: one (1) floating holiday after the conclusion of the employee's first year of service; a second (2) floating holiday after the conclusion of the employee's second year of service; and a third (3) floating holiday after the employee's third year of service.

**ARTICLE X.  
STEWARDS AND UNION COMMITTEE**

Stewards and the Union Committee shall not be compensated by the Employer for time lost handling grievances, negotiations, or matters covered by this Agreement. However, if the Employer requires stewards or the Union Committee to handle such matters during normal working hours, the employee shall be paid their prevailing hourly rate of pay.

The Employer will permit the Union Shop Steward, which shall be limited to one (1) steward per shift and one (1) alternate steward in the absence of the shop steward, to meet with new bargaining unit employees to orient such employees about relevant matters relating to their coverage under this Agreement. Such meetings may take place during working time at the facility, but shall not interfere with work and shall take place only as mutually agreed between the Steward and the Employer. The Steward shall endeavor to wait to conduct such meetings so that more than one (1) employee may be oriented at one (1) meeting.

Stewards shall be granted two (2) days per year release time, only one (1) day shall be paid by the employer in order to attend steward training classes. More than one (1) steward may be released at the same time to attend training based on the Employer's operational need. This paragraph shall only apply to one Steward per building per contract year.

**ARTICLE XI.**  
**FACILITIES AND UNIFORMS**

The Employer shall provide sanitary rest rooms and sanitary facilities for all employees and shall furnish and pay for the upkeep, if necessary, of all uniforms required by the Employer.

**ARTICLE XII.**  
**LIFE, SICKNESS AND ACCIDENT INSURANCE,**  
**MEDICAL COVERAGE**

Section 1. For all employees who are regularly scheduled to work thirty (30) hours or more per week, the Employer shall pay into the SEIU Local 1 Cleveland Welfare Fund the following amounts after ninety (90) days of employment.

Effective May 1, 2019, the contribution amount shall be \$300 per month.  
Effective May 1, 2020, the contribution amount shall be \$300 per month.  
Effective May 1, 2021, the contribution amount shall be \$320 per month.  
Effective May 1, 2022, the contribution amount shall be \$320 per month.  
Effective May 1, 2023, the contribution amount shall be \$320 per month.

Section 2. For all employees who are regularly scheduled to work less than thirty (30) hours per week, the Employer shall pay into the SEIU Local 1 Cleveland Welfare Fund the following amounts from May 1, 2019 through the term of this Agreement:

Effective May 1, 2019 \$300.00 per month, \$300 per month effective May 1, 2020, \$320 per month effective May 1, 2021, \$320 per month effective May 1, 2022, and \$320 per month effective May 1, 2023 (except for employees who are under special circumstances, including but not limited to weekend-only employees, on whose behalf contributions shall be \$1.10 per hour. Each employer shall submit a list of such special circumstances to the Union).

Section 3. Late Payment of Contributions. In the event that an Employer's contributions for any month are not paid by the twentieth (20<sup>th</sup>) day of the second month after the month due, such Employer shall thereupon be obligated to pay to the Welfare Fund as liquidated damages, in addition to the delinquent contributions, an amount equal to the greater of:

- A. One Hundred Dollars (\$100.00); or
- B. One and one-half percent (1½%) of the delinquent contributions

The Employer shall also be required to pay interest of an additional one and one-half percent (1½%) of the delinquent contributions for each full month that the contributions remain unpaid, after the date upon which each late contribution was due.

Section 4. Examination of Employer's Records. For any period of time not already audited by auditors for the Trustees of the Welfare Fund, said auditors shall be permitted to examine the Employer's payroll records, journals, general ledgers, tax returns as they may apply to the payroll only, and any other business records required by the auditors to determine such Employer's compliance with the coverage, reporting and contribution provisions of this Agreement and of the Welfare Fund. Such examination will be conducted by auditors selected by the Trustees of the Welfare Fund, and unless otherwise agreed in writing between the Trustees and the Employer, such examination will not be conducted more frequently than once a year. If the Employer fails to produce its payroll records, journals, general ledgers, and tax returns for audit and/or examination within fifteen (15) business days after written demand, the Trustees of the Welfare Plan shall be permitted to compute the sum due for any month using the method detailed in the Trust document.

Section 5. Underpayment and Overpayment of Contributions.

- A. In the event an examination of the Employer's records discloses a deficiency in contributions in excess of two percent (2%) of the total contributions due from that Employer for any calendar year audited, in addition to the amount of the deficiency itself, the Employer shall be required to pay to the Welfare Fund, as liquidated damages, an amount equal to the greater of:
  - 1. One Hundred Dollars (\$100.00); or
  - 2. One and one-half percent (1½ %) of the deficiency.
- B. The Employer shall be required to pay interest of an additional one and one-half percent (1½%) of any deficiency for each full month after the Employer is informed of the deficiency that it remains unpaid.
- C. In the event an examination of an Employer's records discloses a deficiency in contributions in excess of five percent (5%) of the total contributions for any calendar year audited, in addition to the deficiency and liquidated damages specified in subparagraph (a) of this Section 5, such Employer shall be required to pay all fees, expenses, and costs incurred by the Trustees of the Welfare Fund in conducting the examination.
- D. If an examination covers less than a calendar year, or one or more calendar years plus part of another year, the two percent (2%) and five percent (5%) deficiency standards referred to above shall be applied independently to each separate calendar year or part of the calendar year to determine what, if any, interest, liquidated damages, fees and expenses are to be paid by the Employer.

- E. Overpayment shall be credited to the Employer, together with the same rate of interest provided herein, computed from the date of payment.

Section 6. Collection Action. The Trustees of the Welfare Fund may take any action necessary and appropriate to enforce payment of the contributions, fees and expenses, costs and liquidated damages due from an Employer, including, but not limited to, proceedings at law and equity.

Section 7. Retention of Legal Counsel and Assessment of All Costs of Collection. Legal counsel shall be retained by the Trustees of the Welfare Fund to collect deficient or delinquent contributions, interest and/or liquidated damages owed the Welfare Fund, whenever the Trustees deem it appropriate. After suit has been filed against the Employer, the Employer shall be liable to pay in addition to such amounts, all fees and expenses, including, without limitation, fees for and expenses incurred before and after suit is filed by the auditors and legal counsel, and all court and other costs incurred by the Trustees in connection with the establishment, verification or collection of any funds due the Trustees from the Employer, even if the funds due constitute a deficiency of less than five percent (5%) of the contributions due for any calendar year or part of a calendar year; provided, however, if the ultimate deficiency is found to be less than five percent (5%), then the Employer shall not be required to pay the fees, expenses, and costs incurred in conducting the examination of the Employer.

Section 8. Waiver of No-Strike Provisions. Additionally, in the event that the Employer fails to make any payments due the Welfare Fund, the no-strike provisions of Article XV, Section 1, shall be null and void, and the Union may forthwith cause its members to cease performing services for the Employer until all funds due the Welfare Fund are paid in full.

Section 9. Benefits. During the term of this Agreement, the benefits provided by the Fund shall be set by the Trustees and are subject to the periodic amendment by the Trustees. The current benefits are reflected in the Summary Plan Description.

Section 10. Responsibility. The Union agrees that all Employers in the janitorial industry in the Greater Cleveland Area with whom it has contracts will be required to assume this same responsibility with respect to participating in the SEIU Local 1 Cleveland Welfare Fund and be subject to the same regulations with respect to payments into the Welfare Fund.

Section 11. Reporting. Reports on hours worked for all employees (probationary and non-probationary) shall be provided to the Fund Administrator, Donald J. Lowe and Associates, 812 Huron Road, Suite 230 Cleveland, OH 44115. Reports shall be received no later than the 15<sup>th</sup> of the month following the work month being reported. As an example: Employees on payroll as of 1/1/20 thru 1/31/20 shall be reported by 2/15/20.

Section 12. Disability. Employees covered by this Agreement shall receive disability benefits through the Welfare Fund at a level determined by the Trustees of the Fund and outlined in the Trust document.

**ARTICLE XIII.**  
**PENSION**

Section 1. The Employer shall contribute the following hourly rates to the SEIU Local 1 Cleveland Pension Plan for each hour compensated by the Employer for each employee in the bargaining unit, provided that the Employer shall not have to contribute for employees hired to replace employees on vacation for whom contributions are being made, and except as otherwise modified in the Appendices to this Agreement:

May 1, 2019 - \$1.02/hour  
May 1, 2020 - \$1.02/hour  
May 1, 2021 - \$1.02/hour  
May 1, 2022 - \$1.02/hour  
May 1, 2023 - \$1.07/hour

Section 2. Pension Contributions shall begin after ninety (90) days of continuous employment except as noted below.

Section 3. All increases shall be allocated by the Trustees to the payment of past service liabilities. The Union agrees to use its best efforts to eliminate past service liability and/or multi-employer withdrawal liability. The Employer shall be bound by the Trust Document, and shall adhere to ERISA and all state and other laws which apply to the administration of the Fund.

Section 4. The parties agree that all payments by the Employer into the Pension Fund are contingent upon such payments being deductible under the applicable provisions of the Internal Revenue Code. In the event an amendment to the Retirement Plan or a Trust Agreement become necessary, in order that the payment into the Trust Fund will be deductible under the Internal Revenue Code, then in such event the parties shall promptly agree upon and make such changes in the Retirement Plan and/or the Trust Agreement.

Section 5. Notwithstanding the above, no change to the Retirement Plan and/or the Trust Agreement shall require the Employer to make contributions at an hourly rate greater than set forth herein, except as required by law.

Section 6. Late Payment of Contributions. In the event that an Employer's contributions for any month are not paid by the twentieth (20<sup>th</sup>) day of the second month after the month due, such Employer shall thereupon be obligated to pay to the Pension Plan, as liquidated damages, in addition to the delinquent contributions, an amount equal to the greater of:

- A. One Hundred Dollars (\$100.00); or
- B. One and one-half percent (1-½%) of the delinquent contributions.

The Employer shall also be required to pay interest of an additional one and one-half percent (1- ½%) of the delinquent contributions for each full month that the contributions remain unpaid, after the date upon which late contribution was due.

Section 7. Examination of Employer's Records. For any period of time not already audited by auditors for the Trustees of the Pension Plan, said auditors shall be permitted to examine the Employer's payroll records, journals, general ledgers, tax returns as they may apply to the payroll only, and any other business records required by the auditors to determine such Employer's compliance with the coverage, reporting and contribution provisions of this Agreement and of the Pension Plan. Such examination will be conducted by auditors selected by the Trustees of the Pension Plan, and unless otherwise agreed in writing between the Trustees and the Employer, such examination will not be conducted more frequently than once a year. If the Employer fails to produce its payroll records, journals, general ledgers, and tax returns for audit and/or examination within fifteen (15) business days after written demand, the Trustees of the Pension Plan shall be permitted to compute the sum due for any month using the method detailed in the Trust document.

Section 8. Underpayment and Overpayment of Contributions.

- A. In the event an examination of the Employer's records discloses a deficiency in contributions in excess of two percent (2%) of the total contributions due from that Employer for any calendar year audited, in addition to the amount of the deficiency itself, the Employer shall be required to pay to the Pension Plan, as liquidated damages, an amount equal to the greater of:
  - 1. One Hundred Dollars (\$100.00); or
  - 2. One and one-half percent (1½%) of the deficiency.
- B. The Employer shall be required to pay interest of an additional one and one-half percent (1½%) of any deficiency for each full month after the Employer is informed of the deficiency that it remains unpaid.
- C. In the event an examination of an Employer's records discloses a deficiency in contributions in excess of five percent (5%) of the total contributions for any calendar year audited, in addition to the deficiency and liquidated damages specified in subparagraph (a) of this Section 8, such Employer shall be required to pay all fees, expenses, and costs incurred by the Trustees of the Pension Plan in conducting the examination.
- D. If an examination covers less than a calendar year, or one or more calendar years plus part of another year, the two percent (2%) and five percent (5%) deficiency standards, referred to above, shall be applied independently to each separate calendar year or part of the calendar year to determine what, if any, interest, liquidated damages, fees and expenses are to be paid by the Employer.



- E. Overpayment shall be credited to the Employer, together with the same rate of interest provided herein, computed from the date of payment.

Section 9. Collection Action. The Trustees of the Pension Plan may take any action necessary and appropriate to enforce payment of the contributions, fees and expenses, costs and liquidated damages due from an Employer, including, but not limited to, proceedings at law and equity.

Section 10. Retention of Legal Counsel and Assessment of All Costs of Collection. Legal counsel shall be retained by the Trustees of the Pension Plan to collect deficient or delinquent contributions, interest and/or liquidated damages owed the Pension Plan, whenever the Trustees deem it appropriate. After suit has been filed against the Employer, the Employer shall be liable to pay in addition to such amounts, all fees and expenses, including, without limitation, fees for and expenses incurred before and after suit is filed by the auditors and legal counsel, and all court and other costs incurred by the Trustees in connection with the establishment, verification or collection of any funds due the Trustees from the Employer, even if the funds due constitute a deficiency of less than five percent (5%) of the contributions due for any calendar year or part of a calendar year; provided, however, if the ultimate deficiency is found to be less than five percent (5%) then the Employer shall not be required to pay the fees, expenses and costs incurred in conducting the examination of the Employer.

Section 11. Waiver of No-Strike Provisions. Additionally, in the event that the Employer fails to make any payments due the Pension Plan, the no-strike provisions of Article XV, Section 1, shall be null and void, and the Union may forthwith cause its members to cease performing services for the Employer until all funds due the Pension Plan are paid in full.

Section 12. Responsibility. The Union further agrees that all other Employers in the janitorial industry in the Greater Cleveland Area with whom it has contracts will be required to assume this same responsibility with respect to participating in the Pension Plan, and be subject to the same regulations with respect to payments into the Pension Fund.

**ARTICLE XIV.**  
**JURY DUTY**

An employee covered by this Agreement required to be absent from scheduled work of the Employer while attending jury duty shall be excused from work by the Employer for the time he/she was working for jury duty services and he/she shall receive for such time the difference between the payment he/she received for such jury duty service and his/her regular wages for the time he/she was absent because of such jury duty service. Such absence must be supported by a statement signed by the Clerk of Courts certifying as to each day of each jury duty service.

**ARTICLE XV.**  
**GRIEVANCE AND ARBITRATION**

Section 1. Should differences arise between the Employer and the Union or its

members employed by the Employer as to the meaning of or application of provisions of this Agreement or the discharge or suspension of an employee, there shall be no suspension of work, slow downs, sit downs, work stoppages, strikes or lockouts on account of such differences, but an honest effort shall be made to promptly settle such differences in the following order:

Step A: The grievance may, by mutual agreement, be discussed by the grievant, his/her Steward, if requested by the grievant, and the immediate supervisor.

Disputes that involve written verbal or written reprimands given to an employee may be protested within the time limits described herein. Such warnings or reprimands cannot be grieved and shall not require a hearing between the Employer, the Union and the employee to resolve. Should these warnings or reprimands be used as part of a progressive disciplinary policy that could lead to suspension, up to and including termination, then at that time all discipline can be challenged in writing within the time limits as outlined in this ARTICLE XV GRIEVANCE AND ARBITRATION.

Warnings or reprimands received by an employee cannot be used for the purpose of progressive discipline in the future 12 months after the date the employee received such notice.

Step B: If the matter is not settled in Step (A), the matter shall be reduced to writing and formally presented to the Employer or his/her designee. If the aggrieved employee desires, he or she may be accompanied by the Union Steward or the Union Committee or a Representative of the Union in this Step. Such a grievance shall be submitted in writing by the Union or grievant within fourteen (14) calendar days of the occurrence, or the date of the employee's knowledge of the occurrence or the date the employee should have had knowledge of the occurrence, or it shall become null and void. Upon submission of such a written grievance, it shall be given prompt attention by the Employer and an answer to such grievance shall be given in writing.

Step C: In the event such grievance shall not have been satisfactorily settled in accordance with the Employer's answer in Step B, the grievance will then be submitted to the Executive Board of the Union at its next regular meeting following receipt of such answer. If it is the decision of the Executive Board to submit the matter to arbitration, it shall so notify the Employer. If the Board decides not to refer the matter to arbitration, it shall be considered disposed of. The Union shall have the right to take

such action by the Union's Executive Board. Notice of desire to arbitrate must be given in writing to the Employer within ten (10) calendar days after the grievance has been submitted to the Executive Board of the Union, but in no event shall such notice be valid if given more than sixty (60) days after the answer of the Employer in Step B, above.

Section 2. Any grievance involving the discharge or suspension of an employee shall be presented, in writing, at Step B of the Grievance Procedure within seven (7) calendar days from the date of discharge or suspension, or the same shall be null and void. Any employee receiving a disciplinary suspension or discharge shall not be denied the presence of a Union Steward, if requested.

Section 3. Any grievance which the Employer may have against the Union or its employees shall be submitted, in writing, by the Employer to the Union within seven (7) calendar days after such grievance occurred. In the event that the matter is not satisfactorily adjusted within seven (7) calendar days thereafter, the Employer shall have the right to submit, in writing, the grievance to arbitration. Notice of desire to arbitrate the grievance shall be given, in writing, to the Union within ten (10) calendar days after the matter is not satisfactorily adjusted above.

Section 4. In non-termination grievances, if the matter is approved for arbitration, the Union shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association if agreed to between the parties. If there is no mutual selection from the first panel, a second panel will be requested from the arbitration service. If there is no mutual selection from that second panel, a third panel of seven (7) arbitrators may be requested by the parties in which case an arbitrator shall be selected from that third panel by the alternative-strike method, with the union striking the first name.

If the parties do not mutually agree to the submission of a third panel, the arbitrator shall be designated by the agency according to its usual procedures, or the parties may agree to use the alternate strike method from the second panel.

Section 5. In grievances challenging the discharge of a non-probationary employee, the Union may, within the time limits prescribed above, submit the grievance to an expedited arbitration process which shall differ from other arbitrations and arbitration procedures only in the following ways:

- A. The Federal Mediation and Conciliation Service shall be asked to submit to the parties a panel of fifteen (15) arbitrators. All arbitrators on the panel shall have a bona fide residence within the Northeast Ohio area. The parties may agree to establish a permanent list of no less than five (5) arbitrators.
- B. An arbitrator will be selected by the parties using the "Alternate strike"

method, with the Union having the first “strike”.

- C. The parties shall notify the arbitrator selected of his/her selection within three (3) days of that selection.
- D. A hearing will be scheduled to be conducted within forty-five (45) days of notice to the selected arbitrator that he/she has been selected.
- E. The arbitration process shall be informal, with no transcripts. The parties may, by mutual consent, agree to a bench decision. If there is no agreement to a bench decision, the arbitrator shall render a decision within fourteen (14) days of the hearing, which may include a written explanation of his/her decision. If the parties desire to submit written briefs, they shall do so within seven (7) days of the date of the hearing. (Seven (7) days is inclusive of the fourteen (14) day period).
- F. The parties may modify any of the procedures herein by mutual agreement in any areas or for any class or type of case.

Section 6. The expense of the arbitration will be borne equally by the Employer and the Union.

Section 7. The arbitrator shall have no power to change, modify, or add to the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer and the Union. No monetary or other award against the Employer shall cover any period more than ninety (90) days prior to the filing of the grievance pursuant to Step B of this Article XV, Section 1.

Section 8. The Union President will designate and the Employer shall permit at least one employee per Employer to be excused from work without pay, but without the loss of 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 benefits costs for the duration of said leave of absence. If an employee is needed for more than one work week, five (5) consecutive days, then the Union shall give the employer a thirty (30) day notification but in no event shall any notification be less than three (3) working days. The Union will reimburse the Employer for all wages, including Workers' Compensation, unemployment compensation, taxes where appropriate and applicable benefits. 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 substitute provisions.

**ARTICLE XVI.**  
**DISCHARGE AND DISCIPLINE**

An employee shall not be disciplined except for just cause. A copy of such disciplinary action will be made available to the employee and a copy shall be forwarded to the Union. Disciplinary action, including discharge, shall be subject to the Grievance and Arbitration provision of this Agreement. New employees shall be on a ninety (90) calendar day probationary period and may be disciplined or discharged at the will of the Employer and shall not be entitled to use the grievance procedure for discipline unless otherwise so determined at the Employer's sole discretion.

**ARTICLE XVII.**  
**BUILDING OWNER COMMITMENT  
AND SUCCESSORS AND ASSIGNS**

The Employer will request a letter of understanding from the owner of the building covered by this Agreement with the Union that during the term of this Agreement bargaining unit work will be covered by this Agreement, and, if the work should be re-let or re-bid, there will be a condition that any new contractor will accept the terms of this Agreement and the employees at that time shall be retained.

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership or management of either party hereto, or by any change, geographical or otherwise in the location of the place of business of either party hereto. However, a change in contractors or management designee by the property owner or its designee shall not constitute a successor, assign, consolidation, merger, sale, transfer or assignment as used herein.

**ARTICLE XVIII.**  
**JOB PROTECTION**

Section 1. If an Employer signatory to an agreement with the Union takes over the janitorial and/or maintenance work in a building or buildings covered by this Agreement, the employees performing that work shall be retained in order of their building seniority and in accord with the wages, hours and other terms and conditions of employment established in this Agreement.

Section 2. Whenever an Employer loses an account or job site, such Employer shall give written notice of such loss of the account or job site at least twenty (20) days prior to the effective date of the loss, if such notice is possible. The notice shall specify the person or

business entity which will provide the cleaning services to that account, if known, upon the termination of the service by the Employer giving the notice, and shall list employees who were working at that account, including their name, date of hire, current wage rate, classification, schedule of hours worked with starting and quitting times for each day for each employee.

Section 3. If an individual account or job site has been taken over by an Employer, or an employee files a written complaint to the Union claiming a violation of this Article at an individual account or job site, the Union shall have the right to conduct an investigation, including the inspection and auditing of the books or records of the present or former Employer necessary to verify the hours of work of the employees relating to such an individual account or job site, in order to determine whether any provisions of this Article have been violated. All fringes shall be the continued obligation of the new Employer.

Section 4. If an Employer takes over an account with which Local 1 has an agreement other than this Agreement, the Employer will sign an Assumption Agreement prior to taking over the job. All conditions such as rates of pay, hours of work, seniority, vacations, holidays, insurance coverage, pension coverage and any items not specifically enumerated herein shall continue as they previously existed. Employees shall be retained by seniority.

Section 5. In the event that the Employer subcontracts to a contractor which is a party to a collective bargaining agreement with the Union, the terms and conditions of this Agreement shall be the only terms and conditions applicable to said contractor and its employees working in the Employer's building notwithstanding the particular terms and conditions contained in the collective bargaining agreement between the Union and such contractor. Grievances alleging that a subcontractor is not faithfully observing the terms of this Agreement shall be processed in accordance with the grievance and arbitration procedures set forth in Article XV. In the event that the Employer subcontracts to a janitorial contractor that does not have a collective bargaining agreement with the Union, the Employer shall require that said contractor provide wages and benefits to its employees of at least an equivalent cost to those borne by Employers pursuant to this Agreement.

#### **ARTICLE XIX. NO FAVOR CLAUSE**

If the Union enters into any agreement or arrangement, verbal, written, or by acquiescence, with any other person, firm or corporation concerning the providing of janitorial services in an office building with at least 85,000 square feet in the downtown market or at least 75,000 square feet in the suburban market, which provides any more favorable terms than the terms contained in this Agreement, then the Employer under this Agreement may immediately adopt such terms and conditions and this Agreement shall be considered amended accordingly. Within thirty (30) days after receiving a written request from the Employer, the Union will provide the Employer with copies of all of its agreements for office buildings covered by this provision.

However, in any office building covered by this provision in which the Union organizes the employees on or after May 1, 2012 that employer and the Union may enter into a contract

which contains lesser terms than this Agreement for a period of two (2) years from the effective date of the first collective bargaining agreement covering that building.

**ARTICLE XX.**  
**REMEDIES**

The provisions of this Agreement, as they relate to Union Security and dues collection, bonding requirements, Pension and Health & Welfare items may be enforced by a civil action filed in any Court of the United States or of any State which has competent jurisdiction, and the Employer and the Union agree that such Court shall have jurisdiction to grant specific performance and/or all forms of equitable and/or legal relief. The Employer agrees that it will not assert as defense to any such action the failure of the Union to file and process a grievance under the procedures of this Agreement.

**ARTICLE XXI.**  
**COMPLETE AGREEMENT**

The parties hereby admit that during the negotiations that led to this Agreement each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all questions not excluded by law from the collective bargaining agreement area and that all the decisions and covenants reached by them through the use such rights and opportunities appear in this Agreement. The right to present any demands or proposals on matters not discussed during the negotiations that led to this Agreement are hereby waived.

The parties hereto also admit that the present Agreement contains a complete understanding agreed to by the parties for the term of this Agreement.

**ARTICLE XXII.**  
**DURATION**

THIS AGREEMENT shall become effective as of May 1, 2019 and will continue in force and effect until midnight April 30, 2024 and from year to year thereafter until either party desires to modify or terminate the Agreement, and notifies the other party, in writing, of its desire to terminate or modify at least sixty (60) days prior to May 1st of any subsequent year.

The parties hereto agree that they have fully bargained with respect to wages, hours and any other terms and conditions of employment and have settled the same for the term of this Agreement in accordance with the terms set forth in this Agreement. The parties may have the right to change the provisions of this contract upon mutual agreement, but before such changes become effective, they must be set forth, in writing, and signed by both parties.

Executed by duly authorized representatives of the parties on the dates below their signatures.

For the Employer:

For the Union:

\_\_\_\_\_  
Name, Title

  
\_\_\_\_\_  
Tom Balanoff, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
5/9/19  
Date

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Max Gerboc, Assistant Director of Collective Bargaining

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**APPENDIX “A”: WAGE SCHEDULES**

**DOWNTOWN CLEANERS**

Employees shall receive the New Hire Rate, or the Minimum Increase, whichever results in the higher rate of pay.

	5/1/2019	5/1/2020	5/1/2021	5/1/2022	5/1/2023
New Hire	\$12.00	\$12.45	\$12.75	\$13.15	\$13.55
Minimum Increase	\$0.35	\$0.45	\$0.35	\$0.50	\$0.70

In the event the applicable legal minimum wage equals or surpasses the wages set forth herein, the Employer and the Union agree to reopen only the wage portion of this Agreement in order to bargain new wage rates.

**APPENDIX "B"**  
**DOWNTOWN BUILDINGS**

List of Buildings Covered, including but not limited to the list below per Article I, Section 1, shall be as follows:

65/75 Erieview Plaza  
1100 Superior Building  
200 Public Square  
45 Erieview  
55 Public Square  
750 Huron  
800 Superior Building  
Avenue Floor Crew  
Avenue Interior  
Bulkley Building  
Calfee Building  
Catholic Charities  
Caxton  
City Club  
CWA Local 4340  
Eaton Center  
Erieview Tower  
Euclid Ninth Tower  
Fifth/Third  
Galleria at Erieview  
Great Lakes Science Center  
Halle Bldg.  
Hanna Building and Annex  
Higbees  
Huntington Bank  
Idea Center  
IMG Building  
JP Morgan Chase  
Keith Building  
Key Tower  
Landmark Tower  
Leader Building  
M.K. Ferguson

North Point Building  
North Point Tower  
Ohio Savings (Amtrust)  
One Cleveland Center  
One Playhouse Square  
Park Plaza (Amtrust)  
Penton Media Building  
PNC E. 6<sup>th</sup>  
PNC E. 9<sup>th</sup> Street  
Skylight Office Tower  
Standard Building  
Sterling Building  
Superior Building  
Terminal Tower  
The Avenue Food Court  
U.S. Bank  
United Way  
Western Reserve Building

**APPENDIX "C"**  
**SUBURBAN BUILDINGS**

List of Buildings Covered including but not limited to the list below per Article I, Section 1, shall be as follows:

AFSCME Council 8  
AFSCME Local 22  
Cleveland Bakers and Teamsters  
CWA, Local 4340  
Key Bank Tiedeman  
Lakewood Center North  
Rockside, III  
Tower East  
Cleveland Electrical Joint Apprentice  
Airport  
ATT Brecksville  
GE Nela Park  
Severance Town Center  
Aetna Richfield

**APPENDIX “D”**  
**SUBURBAN ECONOMICS**

**WAGE SCHEDULE**

Section 1. New hires shall receive the wage schedule below:

	<u>5/1/2019</u>	<u>5/1/2020</u>	<u>5/1/2021</u>	<u>5/1/2022</u>	<u>5/1/2023</u>
Wages:	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
New Hire:	\$10.00	\$10.30	\$10.60	\$10.90	\$11.20

Employees shall receive the above cents per hour increase or the wage schedule; whichever is greater.

Section 2. Paper Balers shall receive a premium of fifty cents (\$.50) per hour in their minimum wage rate above the rates specified. Persons temporarily working in the classification of Paper Baler shall receive the Paper Baler rate for all hours worked in that classification.

**PENSION PLAN**

Section 1. Signatory to Plan. The Employer, by becoming signatory to this Agreement, agrees to be bound by the trust document establishing SEIU Local 1 Cleveland Pension Plan and the Employer further hereby agrees to abide by all rules and regulations promulgated by the Trustees of said Plan, not inconsistent with this Agreement.

Section 2. Contributions. The Employer shall contribute to the SEIU Local 1 Cleveland Pension Plan the amount of fifty cents (\$.50) per hour for the duration of the Agreement. The above contribution shall be required for each hour compensated in any Class “A” non-standard account by the Employer for the term of this Agreement for each employee in the bargaining unit from the date of hire, provided that the Employer shall not have to contribute for employees hired to replace employees on vacation for whom contributions are being made. Such contributions shall be due on a monthly basis. Each monthly period shall be a calendar month and shall include all hours compensated in all payroll periods which were paid during that calendar month. The amount due for any given month shall be paid in full to the Pension Plan not later than the twentieth (20<sup>th</sup>) day of the second month after the month due, i.e., contributions due for hours compensated in January are to be paid not later than March 20.

The Employer shall also contribute to the Pension Plan any amounts it owes as withdrawal liability as provided by law. Contributions shall be paid by the Employer to the agent designated by the Trustees of the Pension Plan, and shall be accompanied by a list of the full names of all employees for whose compensated hours contributions are being made, the social security numbers of each such employee, and the number of hours compensated for each employee on which contributions are then being made.

The current list of Class “A” non-standard accounts is as follows:

- Republic Engineered Products (currently shut down)
- Tower East
- GE Nela Park
- Bakers Union 19

Other Employer accounts that may be required to pay contributions to the SEIU Local 1 Cleveland Pension Plan shall be determined through collective bargaining or only those accounts that are currently reporting and paying the above contributions.

### HEALTH AND WELFARE FUND

Section 1. Signatory to Plan. The Employer, by becoming signatory to this Agreement, agrees to be bound by the trust document establishing the SEIU Local 1 Cleveland Health and Welfare Fund and the Employer further hereby agrees to abide by all rules and regulations promulgated by the Trustees of said Fund, not inconsistent with this Agreement.

Section 2. Contributions. The Employer will contribute, as specified below, per hour to the SEIU Local 1 Cleveland Health and Welfare Fund for employees for each hour compensated by the Employer for the term of this Agreement for each employee in the bargaining unit from the date of hire, provided that the Employer shall not have to contribute for employees hired to replace employees on vacation for whom contributions are being made.

The Employer will contribute one dollar and twenty-five cents (\$1.25) per hour to SEIU Local 1 Cleveland Health and Welfare Fund for each employee for each hour compensated by the Employer effective May 1, 2019 and for the duration of the Agreement.

This contribution will be from the date of hire, provided that the Employer shall not have to contribute for employees hired to replace employees on vacation for whom contributions are being made. Such contributions shall be due on a monthly basis. Each monthly period shall be a calendar month and shall include all hours of compensation in all payroll periods which were paid during that calendar month. The amount due for any given month shall be paid in full to the Health and Welfare Fund no later than the twentieth (20<sup>th</sup>) day of the second month after the month due, i.e., contributions due for hours compensated in January are to be paid not later than March 20. Contributions shall be paid by the Employer to the agent designated by the Trustees of the Health and Welfare Fund, and shall be accompanied by a list of the full names of all employees for whose compensated hours contributions are being made, the social security numbers of each such employee, and the number of hours compensated for each employee on which contributions are then being made.

### VACATIONS

Section 1. Each employee covered by this Agreement shall, upon his first year's anniversary date, be eligible for one (1) week vacation and at the time receive his vacation pay at his/her regular rate.

Section 2. Each employee covered by this Agreement shall, upon his third consecutive year's anniversary date, be eligible for two (2) weeks vacation and at that time receive his vacation pay at his regular rate. In computing "consecutive years", laid off time shall be included.

Section 3. Each employee covered by this Agreement shall, upon his seventh (7<sup>th</sup>) consecutive year's anniversary date, be eligible for three (3) weeks vacation and at that time receive his vacation pay at his regular rate. In computing "consecutive years", laid off time shall be included.

Section 4. Each employee covered by this Agreement shall, upon his twelfth (12<sup>th</sup>) consecutive year's anniversary date, be eligible for four (4) weeks vacation and at that time receive his vacation pay at his regular rate. In computing "consecutive years", laid off time shall be included.

Section 5. Each employee covered by this Agreement shall, upon his twenty-fifth (25<sup>th</sup>) consecutive year's anniversary date, be eligible for five (5) weeks vacation and at that time receive his vacation pay at his regular rate. In computing "consecutive years", laid off time shall be included.

Section 6. Each week of vacation allowance shall consist of the number of hours per week for which the employee is customarily scheduled to work.

Section 7. Each employee covered by this Agreement shall earn vacation credit and pay on a pro rata basis at the rate of one-twelfth (1/12) of the vacation benefit to which the employee will be entitled on the upcoming anniversary date of his/her employment. Time lost due to illness or injury for which the employee is not compensated shall count toward earning vacation credit and pay, except that if a continuous illness or injury, including a job related injury, exceeds six months, the employee will cease earning vacation credit and pay after six months.

Section 8. If the employees do not elect to take vacation pay in lieu of vacation, then they may take vacation time off with pay at any time during the year, upon two (2) weeks prior notice.

Section 9. Employees shall have the privilege of choosing vacation dates according to seniority in each account. Schedules shall be on an individual account basis to conform to their vacation periods.

Section 10. When an Employer stops servicing an individual account or job site, the vacation pay owed all employees who are not to be continued in the active employ of such Employer shall be paid to the employee within two (2) weeks from the last day upon which the Employer services the lost account. For the application of this Section, all employees shall be

treated as if entitled to the pro rata earning of vacation pay provided in Section 6 of this Article. The balance of the vacation pay due an employee shall be paid by his current Employer at the time he/she takes his vacation.

### HOLIDAYS

Post-probationary employees shall be paid for the holidays named herein, or days celebrated as such, provided they work the last scheduled work day preceding as well as the next scheduled work day following:

New Years' Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 <sup>th</sup> )	Christmas Day

or days celebrated as such by the Federal Government. When such employees are required to work on said holidays, they shall receive holiday pay and an additional day's pay. Should any of said holidays fall on an employee's day off, or during his or her vacation, such employee shall receive an extra day's compensation or an extra day off, with pay, at his or her option.

Employees shall receive the one-half day before Christmas and the one-half day before New Year's Day, after they reach their third anniversary date. Said employees shall receive the two (2) floating holidays as follows: two floating holidays, provided the employee has two (2) years of service. These employees will receive a third floating holiday provided the employee has three (3) years of service.

### HOURS OF WORK

Hours of work shall be established by the Employer based on operational needs. Current employees shall maintain their scheduled hours of work.

### TERMS AND CONDITONS

All other terms and conditions will be the same as those in the body of the Collective Bargaining Agreement effective May 1, 2019 through April 30, 2024 unless otherwise expressly stated in this Appendix D, regarding suburban bargaining unit employees.

**Appendix “E”**  
**Cultural Institutions**

Whereas, Employers signatory to this Agreement are contracted to perform janitorial work in museums, theaters, performing arts centers, and other similar facilities (“Cultural Institutions”); and

Whereas, janitorial work performed at the Great Lakes Science Center (“GLSC”) and the Museum of Contemporary Art Cleveland (“MOCA”) is covered by the Cleveland Master Janitorial Agreement, and janitorial work performed at the Rock and Roll Hall of Fame and Museum (“Rock Hall”) is covered under an independent but similar agreement; and

Whereas, there are requirements for labor outside the control of the Union and the Employer specific to cultural institutions;

Now, therefore, for the purposes of efficiency, contract compliance, and mutual growth opportunities, it is hereby agreed that employees working for Employers signatory to this Agreement at Cultural Institutions in Cuyahoga County, Ohio are covered under the Cleveland Master Janitorial Agreement, with the following modifications:

A. For all janitorial work performed at Cultural Institutions:

- a. Article V – Overtime and Reporting Time – Sections 1 and 4 shall not apply to work performed under this Appendix. There shall be no minimum hours requirement for any employee covered by this Appendix.
- b. Article XIX – No Favor Clause – This Article shall apply to currently covered Cultural Institutions, with the following modification: Any Cultural Institution covered by this Appendix in which the Union organizes the employees on or after May 1, 2019, the Employer and the Union may enter into a contract which contains lesser terms than this Agreement for a period of three (3) years from the effective date of the first collective bargaining agreement covering that Cultural Institution.

B. For the Rock Hall exclusively:

- a. Overtime – Any time worked in excess of thirty-five (35) hours in any one work week or seven (7) hours in one day shall constitute overtime and shall be paid for at the rate of time and one-half the hourly rate.
- b. Holidays – Employees after ninety (90) calendar days of continuous employment shall be paid at the rate of time and one-half for all hours worked on the holidays named herein, on days celebrated as such, plus holiday pay, provided they work on such day or are called for and work such day:

New Year’s Day  
Memorial Day  
Easter Day

Independence Day  
Labor Day  
Thanksgiving Day

Christmas Eve  
Christmas Day  
New Year’s Eve



Employees shall be entitled to receive holiday pay only for time worked on one (1) work day with respect to each such holiday. All employees shall be paid their regular scheduled number of hours for each holiday above at time and one-half if not scheduled to work provided that he/she works the last scheduled day prior to and the first scheduled day after the holiday. In addition, all employees shall be entitled to one (1) personal day and birthday with pay, all employees shall be entitled to Martin Luther King, Jr. Day with pay, as approved by management depending on staffing needs, but the employee would be obligated to use his/her Personal Day, or shall have the right to retain the Personal Day for use at a later date, this will be done at the employee's discretion which is to be scheduled by seniority upon ten (10) days' advance notice.

- c. Schedules – Schedules shall be posted for at least two weeks at a time.
- d. Vacations – All employees shall receive paid vacations on the following schedule. For employees working less than 30 hours per week, paid vacation shall begin after one year of service:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
6 months to 1 year	1 week
2 years to 4 years	2 weeks
5 years to 9 years	3 weeks
10 years or more	4 weeks

Such vacations shall be scheduled according to seniority and shall not interfere with the operational needs of the Employer.

In calculating vacation time for part time employees, the Employer shall use the average number of hours worked per week during the 12 months immediately preceding the vacation time.

- e. Sick Days – Employees shall earn one (1) paid sick day per month
- f. Pension Contributions – The Employer shall contribute the following rate for all hours compensated to each employee at the Rock Hall:
  - i. May 1, 2019 - \$0.25/hour
  - ii. May 1, 2020 - \$0.45/hour
  - iii. May 1, 2021 - \$0.65/hour
  - iv. May 1, 2022 - \$0.85/hour
  - v. May 1, 2023 - \$1.07/hour
- g. Health and Welfare Contributions – The Employer shall contribute to the Health and Welfare Fund in accordance with Article XII of the main body of this

Agreement for employees who work thirty (30) or more hours per week. Health and Welfare contributions shall not be required for employees working less than thirty (30) hours per week unless required by law.

C. Wages and Economic Clarification:

- a. The Rock Hall and the GLSC shall receive wages equal to those in Appendix "A" and all economic benefits in accordance with the main body of this Agreement, except as otherwise noted.
- b. MOCA shall receive wages and all economic benefits in accordance with Appendix "D."