

**Collective Bargaining Agreement Covering U.S. Bank Stadium
May 1, 2020-April 30, 2024**

ASM Global (“ASM” or “Employer”) and Service Employees International Union Local 26 (“Union”)

This Agreement is made and entered into by and between the Union and the Employer.

Introduction

The Minneapolis-St. Paul Contract Cleaners Association (the “Association”) and Union are parties to a collective bargaining agreement for the period March 15, 2020 through December 31, 2023 (the “Master Contract” or the “Master Agreement”). The Association is comprised of companies engaged in the commercial contract cleaning industry that are signatory to the Master Contract.

ASM Global is engaged solely in the worldwide management of stadiums, arenas, convention centers, and other public assembly venues. As described below, the Employer has a management agreement to manage U.S. Bank Stadium (the “Stadium” as defined below). ASM Global is not a member of the Association and will not engage in the commercial contract cleaning industry without becoming a party to the Master Agreement.

ASM Global will employ, among other employees, cleaning, housekeeping, and janitorial employees at the Stadium, rather than contract with a member of the Association or other commercial contract cleaning company for its employees to provide those services. After discussions, ASM Global and the Union agreed that it was mutually advantageous for ASM Global’s cleaning, housekeeping, and janitorial employees that, upon choosing the Union as their exclusive bargaining representative, this Collective Bargaining Agreement incorporate by reference the provisions of the Master Contract, except as expressly modified or deleted by this Agreement.

Agreement

Witnesseth section: Delete and substitute the following new paragraphs:

The Employer and Union agree with the following background facts.

A. The State of Minnesota (the “State”) found that the expenditure of public money for the construction, financing, operation and long-term use of a multi-purpose stadium and related infrastructure (the “Stadium”) as a venue for a professional football team and a broad range of other civic, community, athletic, educational, cultural and commercial activities would serve a public purpose.

B. To achieve that public purpose, the State of Minnesota created the Minnesota Sports Facilities Authority (the “Authority”) and authorized the construction of the Stadium and related Stadium infrastructure. The Authority has the legal authority to control, operate, and have responsibility for the Stadium, including to contract with a Manager for the management of the Stadium.

C. The Authority entered into a Management and Pre-Opening Services Agreement with the Employer (the “Management Agreement”), which provides the terms and conditions for the Employer to be the Manager of the Stadium. The Management Agreement requires the Manager to manage and operate the Stadium as a first class multi-purpose sports, public assembly, exhibit, entertainment, concert, convention and trade show facility including, without limitation, to enhance the quality of experience for all patrons attending Stadium events and make the Stadium an attractive venue to promote and book a wide variety of events.

D. The Management Agreement makes the Employer responsible for hiring, training, supervising and directing its employees who work at the Stadium. This includes (i) using reasonable best efforts to recruit employees who will be proficient, productive and courteous to patrons; (ii) complying with all applicable non-discrimination employment practices in serving the public; and (iii) prohibiting illegal discriminatory hiring and employment practices.

E. The Management Agreement requires the Employer to take actions to achieve statutory and Authority aspirational objectives regarding workforce and business inclusion, including, without limitation, that the Employer (i) make best efforts to employ or cause to be employed women and members of minority communities; and (ii) undertake measures designed to eliminate any discriminatory barriers in the terms and conditions of employment, including those to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff, and termination of employment.

F. The Management Agreement provides for the Authority to have an employment plan that includes conducting job fairs and other recruiting events that a number of local minority based non-profit organizations will host.

G. The Management Agreement also requires the Employer to implement the policies of the Authority regarding labor peace and workforce continuity. One of the Authority’s policies is to minimize the potential for labor-management disputes that might interrupt contracted services at the Stadium or inconvenience the fans.

H. The Management Agreement also requires that, as a condition of operating at the Stadium, any contractor providing services to the Stadium shall be or become signatory to a collective bargaining agreement or other valid contract, known as a “Labor Peace Agreement,” with any labor organization seeking to represent employees working at the Stadium. The Management Agreement also requires that such Labor Peace Agreements contain provisions (i) prohibiting a labor organization and employees whose terms and conditions of employment are subject to a collective bargaining agreement, from engaging in picketing, work stoppages, and other economic interference at the Stadium; and prohibiting the contractor from locking out employees; (ii) that all disputes relating to employment conditions or the negotiation of employment conditions be submitted to final and binding arbitration; and (iii) a duration of at least three years from the contractor’s commencement of performing services at the Stadium.

I. The Employer and the Union entered into the required Labor Peace Agreement for a bargaining unit of all of the Employer’s employees in the following classifications, or in classifications called by different names when performing similar duties: Housekeeping, cleaning, and Janitorial, excluding supervisors and guard as defined in the National Labor Relations Act, clerical employees, and all other employees.

J. Pursuant to the Employer-Union Labor Peace Agreement, a majority of bargaining unit employees authorized the Union to represent them as their collective bargaining representative with the Employer. The Employer immediately recognized the Union as the representative of bargaining unit employees.

K. The Employer and the Union now desire to enter into this Agreement for the purposes of (a) achieving the Authority's policies pertaining to employment and labor peace; (b) the Employer complying with its obligations under the Management Agreement; and (c) setting the terms and conditions of the Employer's employment of the employees covered by this Agreement.

Articles 1 and 2: Delete and substitute the following new Article:

ARTICLE 1: RECOGNITION

1.1 Recognition: Following a demand by the Union for recognition as the Section 9(a) majority collective bargaining representative, the Employer has recognized the Union as the exclusive collective bargaining representative of the classification of Housekeeping, Cleaning, and Janitorial employees, excluding supervisors and guards as defined in the National Labor Relations Act, clerical employees, and all other employees.

1.2 Incorporation of Master Contract Terms: Except as expressly modified or deleted by this Agreement, the Employer and the Union incorporate by reference the terms of the Master Contract, which is attached to this Agreement as Exhibit A.

ARTICLE 4: NON-DISCRIMINATION

4.1 Non-Discrimination Principle: Delete and substitute the following new section:

The Union and the Employer will not discriminate against any employee or applicant for employment in any hiring or employment practice, decision or action on the basis of race, color, religion, sex, age, disability, sexual orientation or affectional preference, military status, national origin, familial status, marital status, union membership or any other classification protected by applicable law.

4.3 Subsequent Proceedings Delete

4.4 Arbitration of Discrimination Claims Delete

ARTICLE 5: PICKET LINES Delete

ARTICLE 7: JOB CLASSIFICATIONS

7.1 Full-time General Cleaners: Delete and substitute the following new section:

Regularly scheduled employees of forty (40) hours per week who perform general cleaning, janitorial and housekeeping before, during and after events, including trash removal, and sorting for recycling, outside and adjacent to the Stadium, and in common areas (offices, locker rooms, lobbies, entrances, loading dock areas, ramps, restrooms, concourses, service corridors, sidewalks and plazas, and other areas used by the public and other Stadium guests, and employees and tenants working in the Stadium); and such other, further, or different cleaning, janitorial, and housekeeping work that is necessary for the Employer to meet its obligations under the Management Agreement for the management and operation of the Stadium.

7.3 Repair Person/Specialty Crew: Delete

7.4 Window Cleaning: Delete and substitute the following new section:

Employees who are assigned to clean perimeter windows for one (1) hour or more in duration will be paid at the prevailing journeyman rate of pay. Window cleaning pay will not apply to walk-up glass, entryway glass, or other interior glass.

7.5 Supervisors doing union work: Delete and substitute the following new section:

Subcontracting: Nothing in the Master Agreement or this Agreement restricts or prohibits the Employer from having the right to contract with another employer for the performance of any of the work performed by the classifications of employees in Article 7, provided that such employer pays at least the rate of wages and fringe benefits and meets the standards of overtime and premium pay established in the Master Agreement or this Agreement for the category of employees that normally performs the work being contracted out as provided in Article 7. It is understood that all of the Employer’s contractors and subcontractors performing any of the work performed by the classifications of employees in Section Article 7 at the Stadium are subject to the Labor Peace Agreement obligations in the Management Agreement.

ARTICLE 8: WAGES Delete and substitute the following new Article:

8.1 Wages: Wages during the term of this Agreement shall be paid, as set forth on Appendix I attached hereto and made a part of this Agreement.

ARTICLE 12: CONTRACTING NEW ESTABLISHMENTS; SUCCESSORSHIP

Revise Article 12 entirely as follows:

12.1 New Contracts: The Employer shall not contract with other accounts within the seven-county metropolitan area except for the management of facilities in the normal course of its business.

12.2 Successorship: During the term of the Master Agreement and this Agreement, in the event that the Employer sells, transfers, or assigns all or any part of its right, title, or interest in its Management Agreement at the Stadium or substantially all of the assets used in that Management Agreement, or in the event there is a change in the form of ownership of the Employer, the Employer will give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such sale, assignment, or transfer, the Employer will obtain from its successor or successors in interest a written assumption of the Master Agreement and this Agreement and furnish a copy thereof to the Union, in which event the Employer will be relieved of its obligations hereunder to the extent that the Employer has fully transferred its right, title or interest.

ARTICLE 13: OTHER AGREEMENTS Delete.

ARTICLE 13: FULL-TIME EMPLOYMENT

13.1 Full-time Positions: The Employer shall make reasonable efforts to schedule as many employees as possible as full time, and effective January 1, 2017, shall maintain no fewer than 10 full-time positions at the Stadium. Full-time employees on approved leaves of absence under this Agreement are included for purposes of the Employer's compliance with this Article as long as the Employer covers their hours in a full-time manner.

13.2 Parking: Onsite and offsite parking is normally made available for full-time employees. If free parking is not available during working hours for full-time employees, the Employer will direct full-time employees to one or more approved offsite parking lots. Full-time employees who provide a receipt to the Employer from an approved parking lot will receive reimbursement for their charges for parking during their working hours.

ARTICLE 14: GOVERNMENT CONTRACTS Delete.

ARTICLE 16: SENIORITY

Delete Sections 16.4, 16.5, 16.7, and 16.8 and substitute the following new section:

16.4 Job Openings: Whenever a vacancy occurs in a fulltime job covered by this Agreement, the position shall be offered to the most senior part-time employee with at least six months of seniority with the Employer, provided the employee meets the minimum qualifications to perform the job and the Employer will be in compliance with its obligation under the Management Agreement to use its reasonable best efforts to recruit employees who will be proficient, productive, and courteous to patrons.

ARTICLE 17: MANAGEMENT RIGHTS Delete and substitute the following new Article:

17.1 The Employer has the exclusive right to manage the business and direct the working force including, but not limited to, the following:

- a. Promulgate and publish reasonable working rules (copies to the Union);
- b. Establish standards of quality and performance;
- c. Assign and transfer employees; and
- d. Comply with its obligations under the Management Agreement.

ARTICLE 18: GENERAL Revise as follows:

18.1 **Furnishing of Equipment and Uniforms:** No employee shall be required to furnish any equipment to perform his or her duties, unless herein provided. If required and supplied by the Employer, employees will wear the Employer's regular uniforms or smocks. All employees must adhere to the clothing and appearance rules that the Employer establishes for their respective positions. Any employee who separates from the Employer, who has been entrusted with any Employer property, must return all such property to the Employer upon separation. Employer property includes, but is not limited to, keys, badges, uniforms, pagers, and other equipment.

18.2 **Employment on Hourly Basis; Breaks:** The Employer shall employ members of the Union on an hourly basis. The Employer will allow a five (5) minute grace period for late arrivals with no loss in pay. Employees will receive a paid rest break of 15 minutes once in each four consecutive hours worked on a working day, and an unpaid 30-minute meal break once in each eight consecutive hours on a working day. Employees may not combine breaks to extend the duration of any break.

18.4 **Paydays:** Delete and substitute with the following: Paydays are to be every week. At no cost to the employee, the employee may elect to have his or her wages paid by electronic funds (direct deposit) to the employee's bank account, provided the employee complies with the Employer's requirements for direct deposit.

18.7. **Conference with Union Representatives:** Delete and substitute the following new section:

Duly authorized representatives of the Union will have access to the Stadium for the purpose of observing working conditions, verifying compliance with the Master Agreement and this Agreement, meetings with the steward, and meetings with the employees whom the Union represents. The Union's representatives will comply with all security and other rules and regulations applicable to any other person or entity with business to conduct on the premises of the Stadium.

18.8 **Compliance with Agreement:** Delete

18.9 **Willful Violations of Agreement:** Delete

18.12 Training Documents: Delete and substitute the following section:

The Employer will have the right to mandate that employees participate in its training programs for customer service, alcohol safety, employee engagement, and other purposes relevant to the Employer's obligations to the Authority, operation of the Stadium, and events at the Stadium. All such training time will be compensated at the employee's regular hourly rate of pay and count as weekly hours worked for overtime purposes.

18.13 Labor-Management Committee: Delete and substitute the following new section:

A labor-management committee shall be established to further dialogue, collaboration and address issues affecting Union-represented employees at the Stadium, including but not limited to, health and safety, equipment and chemicals, and workloads. The Employer shall:

- a) pay one steward for reasonable hours spent preparing for and participating in this committee;
- b) make every effort to use only green, sustainable chemicals where possible; and
- c) not impose a workload that is unreasonable for the cleaning and other work covered by this Agreement for a building such as the Stadium.

18.14 Delete.

18.15 Delete.

18.16 Payroll Deductions for Short-Term Loan Program: The Employer agrees to make payroll deductions for full-time employees who are eligible to participate in a short-term loan program offered by a third-party bank. The Employer will make such deductions for those eligible full-time employees who voluntarily authorize such deductions on a form to be provided by the Union and shall remit that amount to the third-party bank. The Employer shall not be a guarantor of any loan, nor shall the Employer be liable for making any payments regarding any employee loan. The Employer will cease such payroll deductions for loan repayment when it is notified in writing by the employee that he or she is withdrawing the deduction authorization or when the employee separates from employment with the Employer.

ARTICLE 19: WORKLOAD Delete.

ARTICLE 20: LEAVES OF ABSENCE

20.9 Sick Days: Delete and substitute with the following:

Employees who work at least 80 hours per year for the Employer shall accrue one hour of paid sick/safety leave time for every 30 hours worked. This accrues to an annual maximum of 48 hours. All unused time rolls over at the end of the year, and the employee may retain up to 80 hours of accrued, unused sick/safety leave

time. Employees may use paid sick/safety leave after passing probation under the Master Agreement. Employees will provide up to seven calendar days of advance notice if their intent to use sick/safety leave is foreseeable. No advance notice is required for such leaves that are not foreseeable. The Employer may require documentation verifying the need for sick/safety leave for absences of four or more consecutive days.

ARTICLE 23: GRIEVANCE PROCEDURE

23.10 Authority of Arbitrator: Revise as follows:

The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision of any grievance properly coming before him/her, which shall be final and binding on the parties. Notwithstanding, the Arbitrator shall not have the authority to amend or modify this Agreement or to establish any terms of conditions of this Agreement nor shall he/she have the authority to award back pay to an employee in a discharge case of a period greater than thirty (30) working days beyond the date the arbitrator is selection; *provided, however*, if the arbitrator sustains a grievance against the Employer and determines that the Employer’s violation of this Agreement was willful, the arbitrator will have the authority to award eight percent (8%) interest on a remedy that requires the Employer to pay money.

23.11 No Strikes; No Lockouts: Delete and substitute with the following:

It is essential that the Employer provide continuous and uninterrupted service at the Stadium. For that reason, and consistent with the policies of the Authority, during the term of this Agreement, the Union, on its behalf and on behalf of the Employees, and the Employer, agree that there will be no strikes, work stoppages, slowdowns, sympathy strikes, picketing, lockouts of Employees, or any other economic action of any kind or nature whatsoever at the Stadium, including, without limitation, any economic interference at the Stadium. The prohibitions in this Section are absolute and apply regardless of whether the dispute is subject to arbitration under the grievance and arbitration provisions of this Agreement. The Employer will have the absolute right to discipline up to and including discharge from employment any Employee who instigates or participates in any activity prohibited by this Section, and any such discipline or discharge will not be a matter for grievance.

ARTICLE 24: TERM OF AGREEMENT Delete and substitute the following

24.1 This Agreement shall be effective May 1, 2020 and shall remain in full force and effect through and including April 30, 2024, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party no later than 60 days prior to its expiration; *provided, however*, that at any time during the term of this Agreement, if the Employer loses its Management Agreement with the Authority such that the Employer ceases to be the Manager of the Stadium, the Master Agreement as to the Employer, and this Agreement, will terminate immediately. In that event,

the Employer will have no further obligation to recognize and bargain with the Union, it will have the right to terminate the employment of the employees, and it will have no further obligations to the employees except to pay them their wages and make the required fringe benefits contributions for all work performed through their last day of employment.


Date: 12/9/20

Date: 12/9/2020

Service Employees International Union Local 26

ASM Global

By 

By 

Title President

Title General Manager

APPENDIX I Delete
APPENDIX II Delete
APPENDIX III Delete
APPENDIX IV Delete
STADIUM SIDE LETTER Delete
APPENDIX I FOLLOWS ON NEXT PAGE

APPENDIX I

Full-Time General Cleaner Wages

Effective	Effective	Effective	Effective
4/1/20	4/1/21	4/1/22	4/1/23
\$17.37	\$17.82	\$18.34	\$18.82

Split shift differential: The Employer will pay an additional \$2 per hour for all hours worked during a second shift of a split shift. A “split shift” occurs only when the Employer schedules working hours for an employee that are interrupted by one or more unpaid, nonworking periods established by the Employer that are not bona fide rest or meal periods. The unpaid, nonworking period must be more than two hours and less than ten hours to constitute a split shift.

The following provisions apply only to event work at the Stadium. Any non-event, regularly scheduled work is excluded and is covered under the full terms of the Agreement between ASM Global and the Union.

Event Staff (employees working during the event, pre-event, and post-event)

Effective	Effective	Effective	Effective
4/1/20	4/1/21	4/1/22	4/1/23
\$13.75	\$14.40	\$15.50	\$16.00

Event hours shall be assigned in the following order:

1. Union members from the layoff list shall be given preference for hours on Stadium work, in order of seniority with the Employer.
2. The Employer may directly hire new event workers, and preference will be given to any staffing source that is signatory with SEIU Local 26.
3. The Employer may contract with temporary/staffing agencies. Preference will be given to any source that is signatory with the Union. If none is available, or if that agency cannot provide enough qualified temporary workers, then the Employer may contract with another source. Temporary employees shall pay a permit fee for representational purposes of 2% of earnings to the Union, which the Employer will deduct from paychecks and transmit to the Union. The Employer will provide employees who need them with dues authorization cards.

EXHIBIT A (MASTER CONTRACT) FOLLOWS ON NEXT PAGES

EXHIBIT A

AGREEMENT

This Agreement is made and entered into as of the March 15, 2020 by and between the companies comprising the Minneapolis-St. Paul Contract Cleaners Association, the names of which are listed at Appendix I, (hereinafter individually called the “Company”) and the Service Employees International Union Local 26 (hereinafter called the “Union”). WITNESSETH

WHEREAS, the employees of the Company have elected to bargain collectively with their respective employers, and for said purpose a majority of same have affiliated themselves as members of the Service Employees Union Local 26 and have chosen said Union to bargain collectively in their behalf for wages, hours of employment and working conditions.

ARTICLE 1: TERRITORIAL JURISDICTION

- 1.1 This Agreement shall be effective within the territorial jurisdiction of the Union within the seven (7) county Metropolitan Area.

ARTICLE 2: RECOGNITION

- 2.1 The Company recognizes the Union as the exclusive bargaining agent for its employees engaged in the contract cleaning industry, wherever employed in the covered territory, performing janitorial services, including all janitors, porters, cleaners, if not previously covered by agreements with other Unions, and expressly agreed to by the Company, but exclusive of:
 - (a) All executive, salaried supervisors, sales employees, clerical employees and shop employees of contract cleaners.
 - (b) Hourly paid supervisors, foremen. An “hourly paid supervisor” or “foreman” is defined as an employee with the authority to hire, discharge, discipline or otherwise effect changes of the status of employees on a job.

Whenever the word “Company” is used in this Agreement, it shall apply only individually to the companies covered by this Agreement, i.e. those listed at Appendix I, and not to any of those excluded; and none of the provisions of this Agreement shall apply to the excluded employees.

ARTICLE 3: UNION MEMBERSHIP

- 3.1 Union Shop: The Company agrees that all employees presently employed and all new employees shall, as a condition of employment, join the Union within thirty (30) days after the

effective date of this Agreement and shall continue their membership during the life of this Agreement.

3.2 Dues Check-Off:

- (a) **Dues Withholding:** The Company agrees to withhold from the wages of each employee working over twenty-four (24) hours in any calendar month, and pay to the Union, all initiation fees and dues required by the Union. The Company will deduct such dues and initiation fees on the first pay period of each month and immediately forward the amount with a digital spreadsheet version (in Excel format) of a list of employees' names, addresses and phone numbers. In addition, quarterly, the Company will also provide the Union with Company start date, seniority date, date of birth, employee's status as full-time or part-time, and worksite. The Union will notify the Company in advance of any changes in dues or initiation fees, in writing. The Union agrees to indemnify and save harmless the Company from any and all liabilities it may suffer as a result of agreeing to be bound by Article 3, including court costs and reasonable attorneys' fees.
- (b) **Liquidated Damages:** The Company agrees that all Union dues and initiation fees deducted from the employee's wages will be considered past due if not received by the Union on or before the fifteenth (15th) day of the month following said deductions. If such dues and initiation fees are not received by the Union within sixty (60) days of the past due date, the Company shall pay to the Union liquidated damages amounting to twenty per cent (20%) of the total dues and initiation fee amounts that have not been received by the Union in a timely manner. In addition to the twenty per cent (20%) liquidated damage amount noted herein, the Company agrees to pay to the Union simple interest at the rate of ten per cent (10%) on all unpaid dues and initiation fees, court costs and reasonable attorneys' fees incurred by the Union in collecting said dues and initiation fees.
- (c) Any employee who has authorized payroll deduction of dues or an amount equal to dues or service fees may revoke authorization for those payroll deductions by giving written notice to both the company and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization for the date of termination of the applicable contract between the company and the Union, whichever occurs sooner. The company will honor employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the union.

3.3 Check-Offs or other voluntary contributions:

The employer agrees to make payroll deductions for each employee who had authorized such deduction in writing in the amounts and at the times stated in the authorization into the Union's Committee on Political Education Fund, Property Services Civic Engagement (PSCE) Fund, or other legally constituted funds as established by the union. The employer agrees to remit the amount deducted to the Union within seven (7) days after the deductions are made by the employer.

- 3.4 Probationary Employees: All employees hired either prior to or after the effective date of this Agreement shall not be considered regular employees of the company until after a probationary period of sixty (60) days. During the probationary period, the employees will be represented by the Union, but will not be covered by any of the terms and conditions of this Agreement and may be discharged with or without cause and without recourse to the grievance procedure of this Agreement.
- 3.5 Union Obligation: The Union will provide all new members with a copy of the wage rates within thirty (30) days of their application to the Union.
- 3.6 The Company shall give new employees the union application form, check-off authorization form, and membership meeting information provided by the union. The dues checkoff form shall arrive at the union no later than 15 days after the new employee begins work. In addition, the company shall offer to show a pre-approved video of 15 minutes or less from the union to all new hires on unpaid time within 60 days of their hire. Should the union make any significant changes to these documents or video, the Company shall not be required to distribute the revised documents or video unless such changes are mutually agreed upon, and such mutual agreement shall not be unreasonably withheld.
- 3.7 The Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings against the Employer arising from the delivery of information to the Union under this Agreement and/or in response to the Union's request for such information. Further, it is understood that once information is delivered to the Union as a result of a request for information, the use and care of the information thereafter is the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4: NON-DISCRIMINATION

- 4.1 Non-Discrimination Principle: There shall be no discrimination against any present or future employees by reason of race, creed, color, age, religion, national origin, sex, disability, veteran status, sexual orientation, marital status or Union membership.
- 4.2 The Employer and the Union are committed to maintaining a working environment free from all forms of illegal harassment, including sexual harassment. The Employer shall maintain and communicate an anti-harassment policy and will provide a written copy upon an employee's request.
- 4.3 Subsequent Proceedings: The negotiations which culminated in this Agreement were an equal effort by both the Company and the union with equal responsibility for the results. Therefore, in the event the Company is charged or sued because of an alleged equal employment violation arising out of these terms and conditions of this Agreement, on the basis of race, creed, color, age, religion, sex or national origin (under state, federal or local laws or regulations), the Union shall be immediately joined as a party to such charge or suit and the Union agrees to defend the

Company's position and bear equally all responsibility and costs that may result from such proceedings.

- 4.4 Arbitration of Discrimination Claims. Any claim which is cognizable under Title VII of the Civil Rights Act of 1964 as amended or under any other applicable federal, state or local civil rights legislation shall not be arbitrable except by written mutual consent of the Company and the Union. Any such claim shall first be submitted to the Company with the appropriate evidence necessary to ascertain the merits of the claim. Absent such mutual consent, the sole recourse of an employee with such claims shall be the government agency having jurisdiction over such claim. The Union and Company agree to make a good faith effort to try to resolve any such issue.
- 4.5 The Company agrees that in the event an issue or inquiry arises involving documentation of work authorization status of a non-probationary employee, the Company shall promptly notify the employee in writing of the specific problem and forward a copy of such notification to the Union.
- a. In the case of an I-9 Audit by Immigration and Customs Enforcement, the Company agrees to notify ICE immediately of the existence of a Collective Bargaining Agreement that determines the terms and conditions of employment of its employees.
 - b. The employee will, upon written request and consistent with the business needs and legal obligation of the employer, be permitted unpaid time off up to 120 days, with no loss of seniority, for the purposes of correcting the identified problem, provided the employer is given adequate notice of planned absences and verification of the reason.
 - c. Lawful changes to an employee's work authorization documentation (e.g., name change, correction of social security number, etc) shall not be cause for a break in employment or a re-hire.
 - d. An employee terminated as a result of alleged problems with documentation of work authorization shall be paid out all accrued vacation.
 - e. Employees terminated for issues regarding documentation of work authorization shall be placed on the layoff list and will maintain their seniority if they are able to lawfully resolve their work authorization issue within 12 months of the date of termination.
- 4.6 In the event of the passage of federal immigration reform, the Union and the Company agree to meet and confer on issues that may surface affecting terms and conditions of employment. It is expressly agreed that this provision shall not constitute a reopener of this agreement. The agreement in its entirety shall remain in full force and unchanged.
- 4.7 The Company shall accommodate members who request time for religious prayer at religiously appropriate break times during work hours according to existing past practice, provided the employees complete their full workday obligations without additional straight time compensation.

If no past practice exists, the Company shall make accommodations for prayer time during break times.

ARTICLE 5: PICKET LINES

- 5.1 The Company shall not require any employee to go through a picket line of a striking Union. However, the Union agrees that in the event the Company becomes involved in a controversy with another Union, the Union will do all in its power to help effect a fair settlement.

ARTICLE 6: PHYSICAL REQUIREMENTS

- 6.1 Physical Examination: In any case where there is a question as to the employee's ability to carry on or do the work, the Company shall have the right to require a physical examination, and if such employee is found to be physically unfit to perform his or her duties, the employment relationship may be terminated. The Company shall also have the right to require a physical examination of all new employees. The Company shall pay the expense of such examination.
- 6.2 Drug Testing: The Company reserves the right to establish and enforce any lawful policy concerning employee use, possession or transfer of drugs or testing for drugs as a condition of employment. In the event there are reasonable grounds to suspect an employee is using drugs or under the influence of drugs on the job, the Company reserves the right to impose any and all discipline, including termination for refusal to submit to lawful testing.
- 6.3 Security and Background: The Company reserves the right to conduct necessary personal background investigations where and whenever the placement of the employee involves sensitive work environment. Fingerprinting may also be required. Any refusal to supply or authorize access to information or lack of cooperation on the part of the employee in the course of such investigation may result in termination of employment.

ARTICLE 7: JOB CLASSIFICATIONS

For the purpose of this Agreement the following classifications will be applicable:

- 7.1 Full-time General Cleaners. Regularly scheduled employees of forty (40) hours per week who perform cleaning duties in buildings such as, but not limited to, remove and dispose of trash, waste and other refuse, wet and damp mop floors, sweep, dust mop floors, dust furniture and other office equipment, operate power cleaning tools, such as floor buffers, commercial vacuums, clean washrooms, vacuum carpets, plus other related duties, as assigned by supervisor.
- 7.2 Part-Time General Cleaners: Regularly scheduled employees assigned fewer than the scheduled full-time hours.

- 7.3 Repair Person/Specialty Crew: These employees' duties shall include general handyman duties such as, but not limited to, minor repairs to restroom fixtures; installing, repairing or re-hanging dispensers; minor repairs to doors, windows or furniture; ladder work, snow removal, carpet cleaning, striping & waxing, cleaning of interior glass, or similar duties of a project crew, duties may also include general cleaning duties as described in Article 7.1.
- 7.4 Window Cleaning: Employees who are assigned to clean perimeter windows for one (1) hour or more in duration will be paid at the prevailing journeyman rate of pay. Window cleaning pay will not apply to first floor windows, entryway glass or other interior glass.
- 7.5 Supervisors doing union work. Supervisors or other non-unit personnel shall be allowed to perform bargaining unit work in cases of (1) bona fide emergencies; (2) when no bargaining unit employees are available to complete a shift that has already begun; and such work does not result in the layoff of a bargaining unit employee. Additionally, supervisors or other non-unit personnel shall be allowed to perform bargaining unit work for up to 50% of their working hours in buildings of less than 250,000 square feet of occupied space provided at least one additional cleaner is employed in the building.

ARTICLE 8: WAGES

- 8.1 Wages: Wages during the term of this Agreement shall be paid, as set forth in Appendix II and Appendix III attached hereto and made a part of this Agreement. Appendix III shall cover the protected employees working in the buildings that were previously covered under BOMA Agreements or Appendix III of contract cleaners Agreement.

ARTICLE 9: OVERTIME

- 9.1 Overtime: Overtime shall be paid at the rate of time and one-half the employee's regular hourly rate to all employees covered by this Agreement for all hours actually worked in any week in excess of forty (40) hours.

ARTICLE 10: HOLIDAYS

- 10.1 Celebrated Holidays:
 - (a) The following holidays, when not worked will be paid at the straight time rate. All work performed on the following mentioned days will be paid for at the additional straight time rate, provided that the employees concerned work on the day before and the day after the holiday and that employees who received written consent of the Company to be

absent on either the day before or the day after the holiday shall not forfeit their holiday pay.

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

The above holidays will be paid to both part-time & full-time employees. However, part-time employees must have 9 months of continuous service to be eligible for this pay

- (b) Floating Holiday: In addition to the holidays specified in 10.1 (a), covered full-time employees shall also receive, as a paid holiday, one floating holiday, which day shall be determined by mutual agreement between the employee and the Company. Part-time employees who have 3 years of continuous service shall also receive one floating holiday as a paid holiday. Employees shall be permitted to use the floating holiday in four hour increments. Effective January 1, 2017 floating holidays shall be awarded on January 1st of each year based on the employee's seniority on such date.
- (c) Christmas Eve for employees normally scheduled to work forty (40) hours per week. If Christmas Eve falls on a regular work day, such employees shall be required to work only five (5) hours, but shall be paid for eight (8) hours. The employee's shift on Christmas Eve shall begin at the employee's regular start time unless otherwise required by the client. The actual hours of work for that day shall be consistent with the requirements of the individual building and tenants.
- (d) On Eid and New Year's Eve, the employer shall make a good faith effort to accommodate janitors' requests to work a half-day, or to leave early. Such employees may use vacation time or the floating holiday (upon the employee's request) to avoid unpaid time on that day. The employee's request shall not be denied solely on the basis that it was not pre-approved.

ARTICLE 11: VACATIONS

- 11.1 Vacation Entitlements: Effective January 1st of 2021, and any calendar year thereafter, each full-time employee employed at the time shall be entitled to have and shall receive vacation with pay in accordance with the schedule set forth in 11.2 provided he/she has worked at least 90% of his/her scheduled hours during the preceding calendar year. Each part-time employee employed at the time shall be entitled to have and shall receive vacation with pay in accordance

with the schedule set forth in 11.3 provided he/she has worked at least 90% of his/her scheduled hours during the preceding calendar year. Vacation awards shall be subject to the following terms:

- a. Seniority is based on the employee's date of hire.
- b. Transition from part-time to full-time or vice-versa, a change in contractors as a result of a building changing contractors, and layoffs, shall not result in a break in calculation of continuous employment for the purpose of determining an employee's seniority.
- c. The employee's seniority as of January 1st shall be used to calculate the entire vacation award.
- d. A "day" shall mean the number of hours the employee is regularly scheduled to work.
- e. If an employee works less than 90% of his/her scheduled hours during the preceding calendar year, then his/her vacation award shall be prorated (except for approved medical leave of absence or disability.)
- f. With the paycheck for the first full pay period of each calendar year and otherwise upon an Employee's reasonable request, the Company will make available a written calculation of each employee's earned and unused vacation days.

11.2 Length of Vacation and Vacation Pay Formula for Full-Time Employees: Vacation is awarded on January 1st of each calendar year according to the following schedule:

SENIORITY (As of January 1 st)	VACATION AWARD
Less than 1 Year	Five (5) Days
1-5 Years	Ten (10) Days
6-10 Years	Fifteen (15) Days
11-19 Years	Twenty (20) Days
20+ Years	Twenty-five (25) Days

11.3 Length of Vacation and Vacation Pay Formula for Part-Time Employees: Vacation is awarded on January 1st of each calendar year, according to the following schedule:

SENIORITY (As of January 1 st)	VACATION AWARD
4-7 years	Five (5) Days
8+ years	Ten (10) Days

- 11.4 Vacation Period: Vacation taken before May 1st or after September 30th of any year may be taken only consistent with the reasonable demands of the business. Vacation shall not be used in less than one (1) day increments. A “day” shall mean the number of hours the employee is regularly scheduled to work. The employee with the greater seniority shall have preference provided the employee has submitted their requests between December 1st and December 31st for vacation during the following 12 months. Any vacation requests submitted after January 1st will be awarded on a first-come, first-award basis, and will be responded to in writing or electronically within one week of the request. The employer shall not apply arbitrary limits to the amount of contiguous vacation time that an employee may request; provided, however, that this provision shall not modify the Company’s right to approve or deny vacation requests. The employer may require that vacation requests be submitted in writing or electronically via the employer’s designated form or process.
- 11.4 Holidays Falling During Vacation Period: Employees who are allotted a vacation during a week in which a holiday falls, shall be given an extra day off or the equivalent in pay at the discretion of the Employer.
- 11.5 Vacation for Terminated Employees: Vacation for Terminated Employees: Employees are expected to provide the company with a one week notice of the employee’s intent to resign. Employees who give the notice will be paid terminal vacation pay. The term “terminal vacation pay” means vacation which has not yet been used by the employee. An employee who fails to give the required one week written notice or is discharged for cause will not be eligible for any terminal vacation pay.
- 11.7 Carry over: an employee may carry over up to forty (40) hours of any unused vacation from the previous year. Carry over from the previous year is separate from and in addition to maximums in 11.2. With the paycheck for the first full pay period of each calendar year, the Company will make available a written calculation of each employee’s earned and unused vacation.

ARTICLE 12: CONTRACTING NEW ESTABLISHMENTS

- 12.1 Entitlement to Undertake New Contracts: It is understood that any Union contractor is entitled to negotiate a contract with any potential customer who might have a Union agreement of his/her own employees who are covered by an Agreement with the Union.
- 12.2 Obligations to Union Members when contracts for services covered under this Agreement change hands between companies whose employees are members of SEIU Local 26:

When the Company signs a contract to provide covered services at a property where such services are provided by another contractor whose employees are SEIU Local 26 members, the newly arriving Company will offer employment to the non-probationary employees of the departing contractor subject to the following conditions:
 - (a) The customer may specifically disqualify employees of the departing contractor and such employees shall not be hired by the arriving Company. The departing contractor will

then either (a) place the disqualified employee(s) in another available substantially comparable position without loss of benefits or seniority or, if no such position is available, (b) layoff the disqualified employee(s) subject to the provisions of Article 16 of this agreement. Customer decisions in this regard shall be final and binding and not subject to arbitration.

- (b) Any employees not disqualified by the customer shall be required to pass the arriving Company's normal selection and hiring processes, including but not limited to background checks and drug screening, before becoming employed by the arriving Company. Any employees of the departing contractor who do not pass such processes shall not be hired by the arriving company.
- (c) Employees hired by the newly contracting Company will retain their seniority date as recorded by the departing Company, as well as their previous pay rate, vacation accrual levels, full time or part time status, and eligibility for benefits (without a new probationary or waiting period).
- (d) Initial shift assignments, work schedules and work assignments given to employees hired shall be exclusively the determination of the arriving company and no grievance concerning any such decision shall be subject to the contractual arbitration procedure. Any non-disqualified employees who are not hired by the arriving company shall be laid off subject to the provisions of Article 16 of this Agreement, by the departing company.
- (e) The outgoing contractor shall pay the employee for their terminal vacation pay as described in Article 11.5. The contractor taking over the location shall allow employees to request the equivalent number of unpaid days off as that employee had remaining as vacation days under the outgoing contractor.
- (f) As described in Section 11.2(b), a change in contractors as a result of a building changing contractors shall not result in a break in calculation of continuous employment for the purpose of determining an employee's seniority to calculate the vacation award on the following January 1st
- (g) Where a building transition creates a question of which company is responsible to pay health insurance premiums, the contractor who is operating in the building on the first business day of the month shall be responsible for that month's employer health insurance premium contributions.

- (h) Under no circumstances would a re-bid or a change in contractors result in having fewer full-time employees than are already employed at that building, either by contract or in-house staff, that are presently members of SEIU Local 26, unless there is a specification change by the customer. Such change in specifications must be given in writing to the union, and must have a reasonable relationship to the number of hours reduced, but the company shall not be required to disclose any confidential and proprietary information.
- (i) The contractor shall continue to have the obligation to the Union members employed by the customer or all previously “protected” employees who were formerly employed by the customer or contractor (see Appendix IV) to provide employment in the same or any other building with no reduction of pay or other benefits.

12.3 Company will provide the Union with the following information, within a reasonable period of time, for all accounts lost to non-union companies.

Name of building

Date of contract termination

Owner or managing agent

Address

Incoming contractor (if known by Company)

Number of full-time and part-time employees

ARTICLE 13: OTHER AGREEMENTS

- 13.1 “Most Favored Nation” Clause: No agreement shall be made by the Union with other employers in this industry which contains any terms more favorable to any employer than the terms in this Agreement, including Territorial Jurisdiction. The Union agrees to inform the Companies signatory to this Agreement upon the signing of this Agreement by any new signatory.
- 13.2 Building Staffing Requirements: All Buildings or Office Parks in excess of 250,000 square feet as recorded in the BOMA’s Standard of Measurements and The Building Rent Rolls shall be staffed at no less than 80% full time cleaners. All buildings with at least 500,000 square feet shall be staffed at 100% full-time employees.

Notwithstanding the full-time percentage described in this section, the Company may employ part-time employees under the following circumstances in buildings with at least 500,000 square feet.

- a. No more than one part-time employee may perform work in the building at any given time; except that,
- b. Part-time employees may fill-in for full-time employees that are absent from work for any reason other than termination.

The full time hourly wage rate shall apply to part-time employees working under this provision. This provision shall not be used to reduce the number of full-time employees in a building.

13.3 If, during the term of this Agreement, a building that is scheduled to or has already converted to full-time cleaning in accordance with Section 13.2, above, undergoes a significant increase in vacancies, a significant change in lease terms, or some other change, or is subject to some other circumstance that the Company reasonably believes precludes full-time cleaning, then the Union and the Employer agree to discuss whether the building should become or continue to be cleaned full-time, or warrants a delay in converting to full-time cleaning. Absent agreement, the provisions of this Article shall apply.

13.4 Under no circumstances would a re-bid result in having fewer full-time employees than are already employed at that building, either by contract or in-house staff, that are presently members of SEIU Local 26.

ARTICLE 14: GOVERNMENT CONTRACTS

14.1 Execution of Government Contracts: Notwithstanding any other provisions of this Agreement, the wage rates, benefits and conditions of employment for services performed pursuant to contracts with any agency, department or division of the United States Government or for services performed in any premises leased and rented by any such agency, department or division shall be the wage rates, benefits and conditions of employment established by the Secretary of Labor. Said rates; benefits and conditions of employment shall apply only to the premises stated in this Article.

ARTICLE 15: HEALTH BENEFITS

15.1 As a condition of receiving health insurance coverage under this Article, employees shall sign appropriate documentation authorizing the Company to deduct such contributions from wages.

Any employee not signing the appropriate authorization document shall not be eligible for coverage as provided herein.

15.2 Applicability of Health Care Benefits: The benefits described herein are applicable to employees as follows:

- (a) Full-time Employees as defined by this Agreement (regularly scheduled 40 hour): The first day of the first calendar month following completion of two (2) months of full-time employment.
- (b) Part-time Employees, as defined by this Agreement, who are reasonably expected, as of the employee's first date of employment, to work, on average, at least thirty (30) hours per week: The first day of the first calendar month following completion of two (2) months of employment.
- (c) Part-time Employees, as defined by this Agreement, who averaged at least 30 hours per week during the preceding 12 months of employment: Following a lawful administrative period not to exceed 90 days with coverage beginning on the first of a calendar month.

The Company may unilaterally adopt an alternative eligibility determination method for variable hour employees provided such method satisfies the minimum eligibility requirements of the employer shared responsibility provisions of the Affordable Care Act. In such case, the 12 month "lookback period" method described in this subsection (c) shall not apply.

- (d) Employees whose insurance has been canceled for any reason and who return to active service with immediate prior employer within one (1) month of the date of cancellation of insurance will again be eligible for insurance starting the first of the month after commencement of active continuous full-time employment.
- (e) Employees whose insurance has been canceled for any reason and who return to active service with the immediate prior employer after one (1) month, but prior to four (4) months from the date of cancellation of insurance will again be eligible for insurance starting on the first of the month, two (2) months after commencement of active continuous full-time employment; provided that this provision does not apply to employees whose insurance has been canceled due to proper leave of absence or occasioned by sickness or disability.

(f) Employees whose insurance has been canceled due to proper leave of absence or because of sickness or disability, and who return to work for immediate prior employer will again be covered by insurance, two (2) weeks after commencement of active continuous full-time employment.

(g) All employees not described in subsections (d), (e) or (f) herein, shall be considered as new employees.

Subparagraphs (b) and (c) of this section, above, are intended to satisfy but not exceed the minimum requirements established by the definition of “full-time employee” for the purposes of the employer shared responsibility provisions of section 4980H of the Internal Revenue Code. As such, an employer shall be deemed to be in compliance with subparagraphs (b) and (c) of this section if the employer is utilizing eligibility determination methods that satisfy the minimum requirements of section 4980H of the Internal Revenue Code.

In the event that the minimum eligibility requirements established by the definition of “full-time employee” for the purposes of the employer shared responsibility provisions of the Affordable Care Act are modified by statute, regulation or court decision, subparagraphs (b) and (c) of this Section will be automatically modified to satisfy but not exceed such modified minimum eligibility requirements on the relevant effective date(s). Any such modification shall not impact the eligibility of “full-time employees” as defined by this Agreement (regularly scheduled 40 hour employees).

The phrases “full-time employee” and “part-time employee” refer to the definitions contained in Article 7 of this Agreement, and not the definitions contained in the Affordable Care Act unless specifically noted.

15.3 First Time Enrollment: The Company shall distribute enrollment packages and an enrollment form permitting the Company to withhold a portion of an enrolling employee’s pay at least 30 days before the employee would be eligible for health care coverage. The Company shall collect completed enrollment packages and enrollment forms from employees, including the employees that decline enrollment in the SEIU Health and Welfare trust, and forward the completed enrollment packages and enrollment forms within five (5) business days of receipt from the employee.

15.4 Annual Open Enrollment: Each year during open enrollment the company shall distribute enrollment packages and forms to all eligible employees no later than November 1st, and send the completed enrollment forms to the fund by December 1st, for coverage beginning on January 1st.

15.5 Employee Premiums:

All eligible employees shall have the option (employee choice) to enroll in either the Plan A schedule of benefits or the Plan G schedule of benefits. Premiums shall be determined by the employee's Plan A or Plan G election as follows:

The Company shall withhold the following amount per month from the pay of each employee who elects health care coverage for the employee only:

<u>Effective Date</u>	<u>For Employees That Choose Plan A</u>	<u>For Employees That Choose Plan G</u>
Current 2020	\$40.22	28.19
5/1/2020	\$40.00	\$30.94
1/1/2021	+Up to 8%	+Up to 8%
1/1/2022	+Up to 8%	+Up to 8%
1/1/2023	+Up to 8%	+Up to 8%

The Company shall withhold the following amount per month from the pay of each full-time employee who elects health care coverage for the employee and the employee's children:

<u>Effective Date</u>	<u>For Employees That Choose Plan A</u>	<u>For Employees That Choose Plan G</u>
Current 2020	\$169.16	\$140.96
5/1/2020	\$150.00	\$154.77
1/1/2021	+Up to 8%	+Up to 8%
1/1/2022	+Up to 8%	+Up to 8%
1/1/2023	+Up to 8%	+Up to 8%

Healthcare for the employee and the employee's full family, or the employee and the employee's spouse, is not offered under this Agreement.

15.6 Not Including the amounts withheld from each enrolling employee pursuant to Section 15.4, the Company shall pay over to SEIU Health and Welfare trust the following employer premium amounts with respect to each enrolling employee:

(A) For employees who elect individual health coverage under Plan A:

<u>Effective Date</u>	<u>Employer Contribution (Monthly)</u>
Current 2020	\$499.59
5/1/2020	\$552.71
1/1/2021	+Up to 8%
1/1/2022	+Up to 8%
1/1/2023	+Up to 8%

(B) For employees who elect individual health coverage under Plan G:

<u>Effective Date</u>	<u>Employer Contribution (Monthly)</u>
Current 2020	\$423.33
5/1/2020	\$464.82
1/1/2021	+Up to 8%
1/1/2022	+Up to 8%
1/1/2023	+Up to 8%

(C) For employees who elect health coverage for the employee and the employee's children under Plan A:

<u>Effective Date</u>	<u>Employer Contribution (Monthly)</u>
Current 2020	\$695.63
5/1/2020	\$799.54
1/1/2021	+Up to 8%
1/1/2022	+Up to 8%
1/1/2023	+Up to 8%

(D) For employees who elect health coverage for the employee and the employee's children under Plan G:

<u>Effective Date</u>	<u>Employer Contribution (Monthly)</u>
Current 2020	\$603.78
5/1/2020	\$662.95
1/1/2021	+Up to 8%
1/1/2022	+Up to 8%
1/1/2023	+Up to 8%

(E) The future premiums described in this section shall not exceed the lesser of: 1) the minimum amount recommended by the health and welfare trustees to maintain the current schedule of benefits; or, 2) the percentage increase described herein. It is the intent of the parties that the employee premiums described in the preceding section shall increase at the same percentage as the employer premiums described in this section.

- 15.7 In the event that spouses of employees are ineligible for tax credit or other subsidies under Section 36B of the Code, Section 1402 of the ACA or any other subsidy ordinarily available under the ACA or other applicable law as the result of the provisions of this Agreement, the Union may request that the parties hereto meet and confer to discuss changes to this Article. The parties request that the Company's monetary obligations under this Article shall not be substantially reduced as the result of any changes agreed-to by the parties pursuant to this section.
- 15.8 The Company shall execute a Subscription Agreement with SEIU Health and Welfare trust, thereby binding the Company to the terms of the SEIU Health and Welfare trust Agreement, contingent on the following:
1. If the union allows any other janitorial company to offer a different plan from the SEIU health and welfare fund agreed to in this contract, the union shall notify the company and the company shall immediately be given the opportunity to offer a comparable plan for the length of the contract.
 2. Under no circumstances would the company be required to pay more in premiums than what is set forth in this Article.
- 15.9 Notwithstanding Article 21.2, should the health insurance provisions contained in this Agreement and/or the SEIU Health and Welfare Trust's benefit plan design: (1) fail to meet the requirements of any applicable law or regulation, or (2) cause the Company to become subject to a penalty, fine, or other assessable payment under the Patient Protection and Affordable Care Act or any related law or regulation, the Company's obligation to the SEIU Health and Welfare Trust will immediately cease. The Union and the Company will meet to bargain over an alternative plan with the same rates of contribution and that does not otherwise increase the total cost to the employer. In such event, the no strike provision contained in Article 23.5 of this Agreement shall apply.
- 15.10 The parties recognize that the health insurance plan may become subject to an excise tax on high cost employer sponsored health coverage (a.k.a. "Cadillac Tax") under the Affordable Care Act. If the Union or the Company receives notice that the health insurance plan will become

subject to the tax or has become subject to the tax, the parties agree that they will work through SEIU Health and Welfare Fund to modify the plan as necessary to avoid the Cadillac tax.

ARTICLE 16: SENIORITY

- 16.1 Seniority: Employees shall accumulate seniority, effective as of the first day of their Employment, provided, however, in the event of a break in employment, the employee's seniority commences as of his most recent employment. For the purpose of this 16.1, "break in employment" shall be defined as (a) termination; (b) resignation; or (c) failure to accept an offer of re-employment in a substantially comparable position after layoffs due to lack of work, promotions, advancements or recall. The Company shall take such actions described in (c) above with due regard to the seniority of employees; however, due regard may be given to other factors, such as ability, physical fitness, efficiency, experience with specific job routines and specific types of skills. Senior Employees shall have first choice to work extra or overtime hours by building. The Company shall be the judge as to all factors other than seniority.
- 16.2 The company agrees to give two weeks paid notice of any layoff period. Employees will be paid for any part of the two weeks notice not allowed to work. This provision does not apply in circumstances when a contract is terminated with less than two weeks notice, or government contracts covered by Article 14, with written proof to the union to that effect.
- 16.3 Laid-off employees: An employee who has been laid off shall be given at least one (1) working day to accept or reject an offer of employment by the Company in a substantially comparable position. If the employee accepts such a position, he must report for work the next working day after notification of acceptance. In the event that after accepting such a position the employee fails to report within the time specified, the employee shall lose any benefits s/he may have with the company and another individual may be hired.
- 16.4 Loss of Cleaning Contracts: In the event the Company loses a cleaning contract, any employee not thereupon placed in a substantially comparable job with the Company, shall be deemed laid off employees within the meaning of Paragraph 16.3 and shall retain such status for a period of twelve (12) months or until the employee has received two comparable offers of employment. If the employee is recalled, in accordance with the recall procedure contained in this Agreement, within the said twelve (12) month period, the employee shall retain his/her full seniority. For purposes of this section "comparable" shall be defined as similar or the same full-time/part-time status, geography, and shift as the employee's prior position.

- 16.5 The Union will make a concentrated effort to organize the nonunion contractor and will agree to do informational picketing/leaflet distribution at the job site of buildings that are presently Union buildings that are lost to non-union contractors. The Union contractor losing the building is responsible for notifying the Union prior to termination, if possible.
- 16.6 Displaced Worker List. When it becomes necessary to reduce the working force at a building, the person at that building with the least seniority shall be laid off first provided the employees to be retained have the ability to perform the available work; Employees who cannot be placed on active job assignments in accordance with the foregoing shall be laid off. The company shall maintain an updated list of all laid off employees, ranked according to seniority. Employees shall remain on the displaced worker list for a period of twelve (12) months or until the employee has received two comparable offers of employment, whichever comes first. A copy of this list shall be provided to the union at the end of every month. If the laid off employee receives a new position, he or she shall maintain his or her seniority. For purposes of this section "comparable" shall be defined as similar or the same full-time/part-time status, geography, and shift as the employee's prior position.
- 16.7 Transfer List: The Company shall maintain an updated list of all employees requesting transfers to other buildings, according to seniority, and a copy of this list shall be provided to the union at the end of every month. However, an employee may not request a transfer to another building until the employee has been employed continuously for 6 months at the employees present building site. Employees requesting transfers shall remain on the transfer list until the employee has been offered an opportunity to transfer to another position comparable to what the employee has requested. Once an opportunity to transfer to such a position is made to the employee, the employee will be removed from the transfer list. The employee may reapply for transfer following a period of 6 months. The transferred employee shall maintain his or her seniority.
- 16.8 Job Vacancies: Whenever a vacancy occurs in any job covered by this Agreement, said job shall be posted until filled at the company's local principal place of business in a conspicuous place. A copy of openings shall be provided to the union at the end of every month. The posting shall contain a full description of the job duties, starting & ending time, and rate of pay. The position shall be offered to the most senior employee covered by this agreement, in the following order, provided the employee meets the minimum qualifications to perform the job:
1. Employees in the same building, according to seniority, and employees on the "displaced worker" list according to seniority,
 2. Employees from other buildings on the transfer list, according to seniority
 3. Outside applicants.

16.9 It is understood that pursuant to this Article, there shall be no bumping.

ARTICLE 17: MANAGEMENT RIGHTS

17.1 The Union recognizes the exclusive right of Company management to manage the business and direct the working force including, but not limited to, the following:

- (a) Promulgate and publish reasonable working rules (copies to Union);
- (b) Establish standards of quality and performance;
- (c) Assign and transfer employees.

ARTICLE 18: GENERAL

18.1 **Furnishing of Equipment:** No employee shall be required to furnish any equipment to perform his duties, unless herein provided. Where required Companies will provide regular uniforms or smocks.

18.2 **Company Property:** An employee who separates from the Company, who has been entrusted with any Company property, must return all such property to the Company upon separation. Company property included, but is not limited to keys, badges, uniforms, pagers, and other equipment. The Company may hold the employee's final pay check until such items are returned to the company or the employee may forfeit the cost incurred by the Company to regain the property or forfeit the lesser of \$250.00 or his/her final pay check as liquidated damages.

18.3 **Employment on Hourly Basis:** The Company shall employ members of this Union on an hourly basis. The Company will allow a five (5) minute grace period for late arrivals with no loss in pay.

18.4 **Paydays** are to be every two (2) weeks. At no cost to the employee, employees who work for employers who have 100 or more employees may elect to have their paychecks electronically deposited at the employee's designated bank.

- 18.5 Late or incorrect pay may require a separate payroll payment to be made to the affected employee. In the event of a pay discrepancy, the employee must notify the Employer in writing. If an error was due to no fault of the employee and exceeds \$50, a corrective payment shall be made available to the employee no later than five (5) days after confirmation of the error (excluding Saturdays, Sundays and holidays).
- 18.6 Job Stewards: It is agreed that the Union may establish Job Stewards where needed. The Union shall notify the employer of all designated shop stewards. Shop Stewards shall have the right to investigate complaints relating to the specific terms of this Agreement at their regular job location. The Company agrees not to discriminate against or retaliate against stewards for Union activity. However, Job Stewards are subject to the same rules, regulations and working conditions as apply to all other employees.
- 18.7 Conference with Union Representatives: Union representatives shall, at all times, be permitted to confer with employees in the service of the Company, provided it does not interrupt or interfere with the Company's operation. The union recognizes that work under this Agreement is sometimes performed in buildings under control of customers of the Company and in buildings requiring security clearances. In such cases the Union agrees to make arrangements for conferences with employees so as not to interfere with the operation of the building in question and the Company agrees to cooperate with the Union in making these conferences in a reasonable manner and consistent with the demands of security and other establishment rules prescribed by the owner.
- 18.8 Compliance with Agreement: A signatory Company, after receiving written notice from the Union regarding a specific violation of the Agreement, is to be given thirty (30) days within which to correct the violation. After the thirty (30) day period, the Union may audit the books of the individual Company involved with respect to the specific violation. If the audit shows the Company has corrected any and all violations, then it shall not be regarded as "willful" and the audit shall be paid for by the Union. If, on the other hand, the audit shows that said Company has not corrected all violations, then it shall be regarded as "willful" and it shall be made to pay the cost of the audit and also pay whatever items are applicable under the violation plus eight per cent (8%) interest for the total amount of money involved. Reasonable proof must be provided by the Union before the Company is obligated to present its records.
- 18.9 Willful Violations of Agreement: It is further agreed and understood that in any case where the Union initiates an arbitration proceeding or a suit at law under the provisions of 18.7 and such proceedings or suit concerns willful and substantial alleged violations of the wage and benefit provisions of this Agreement, the following shall obtain:

- (a) No less than ten (10) days of actual written notice of the Union's intent to proceed to arbitration or commencement of suit shall be served upon a designated representative of Companies listed at Appendix 1 (hereinafter called the "Association"). Such representative shall have the obligation, in turn, to notify the other member Companies of the Association. The Association representative authorized to receive such notice shall be designated by the Association, in writing. Such designation shall remain valid unless revoked by the Association, in writing, to the Union.
- (b) Each such affected or interested Company may elect to become party to such law suit or arbitration proceeding so as to claim and recover any damages it may prove that it suffered as a result of the alleged willful and material violation of the wage and benefit provisions of this Agreement.
- (c) Should the arbitrator or court find that a willful and material violation of the wage and benefit provisions of this Agreement has, in fact, occurred the Union and each participating Company found to have suffered damage as a result thereof, may recover, in addition to such damages, all of their respective costs, including reasonable attorney's fees.
- (d) In any case where any member Company or Companies of the Association obtain knowledge of a violation by another company of the wage and benefit provisions of this agreement, the member Company or Companies may initiate a lawsuit or arbitration proceeding. The Member Company or companies shall serve notice upon the Union of the intent to proceed to arbitration or commence suit. Within ten (10) days of receipt of such notice, the Union may elect to join or not to join such suit or arbitration proceeding. The expense of such suit or arbitration shall be borne equally by the parties participating. The Company or Companies may proceed even if the Union elects not to participate.

18.10 No Reduction of Remuneration and Working Conditions: Nothing in this Agreement shall reduce any present remuneration, working conditions or established privileges.

18.11 Any gratuities, bonuses, recognition awards, picnics or banquets given by the Company are of a voluntary nature and are not to be considered as part of this agreement. They, therefore, may be altered or discontinued at any time at the Company's discretion.

18.12 Training Documents: All employees are required sign any document that the contractor provides to substantiate training, i.e., safety, MSDS, OSHA, etc., provided adequate training has been offered on Company time.

- 18.13 Labor-Management Committee: A labor-management committee shall be established for the industry between SEIU #26 and the companies participating in the MSPCCA bargaining group. The Union and the MSPCCA shall each appoint six individuals to serve on this committee, which appointments shall not regularly change from one meeting to the next. The committee shall meet quarterly (or otherwise as mutually agreed) to review issues presented by the parties. The committee shall not function to hear or resolve specific disputes but instead shall function to discuss broad industry issues. An agenda of those subjects shall be established in advance of each meeting. The committee may establish subcommittees to work on specific issues. The parties agree that reduction in energy usage, and reduction in waste is a shared goal. To achieve these ends, the company and the union agree to initiate a discussion on these topics at the Labor-Management Committee. The Federal Mediation and Conciliation Service shall be invited to work with the parties in this process.
- 18.14 The employer will agree to fund a new labor management cooperation fund (LMCF), jointly established between the employers participating in the MSPCCA and the Union. The contribution will be made on a lump sum basis, according to employee headcount, with the total contribution estimated according to \$0.01 per hour worked in year two of the agreement and \$0.01 per hour worked in year three of the agreement (payments shall be remitted quarterly, or at the end of the calendar year at the discretion of the employer.)
- 18.15 Ad Hoc Committee: The Company and the union will establish an Ad Hoc committee. This committee shall consist of 3 voting representatives to be named by the Union and three to be named by the company.
- (a) Green chemicals & safe equipment: The committee will review the use of green chemicals. It is the responsibility of The Company to provide a safe and healthy work place for employees, and is committed to work practices and the use of materials that contribute to a healthy and sustainable ecological environment. The Union supports these goals and will cooperate with the Company's efforts in this regard.
- i. The Company shall provide all PPE (Personal Protection Equipment) as recommended by Material Safety Data Sheets (MSDS). Employees shall use MSDS-compliant gloves, face masks and/or goggles (provided by the Employer) when required by the assigned work task. In addition, the Employer shall provide training to employees on the use, mixing and storage of cleaning chemicals. No employee shall be required to perform any work under dangerous conditions, and a failure to perform work under such circumstances, shall not be considered a cause for discharge or discipline.
 - ii. The Company shall furnish cleaning supplies in sufficient quantity and maintain all equipment in such state of repair as is required to perform the work assigned.

- iii. The Employer shall make every effort to use only green, sustainable cleaning products where possible.

- (b) The terms and provisions of this Ad Hoc Committee section shall not be subject to the grievance and arbitration provisions Article 23 of this contract.

- (c) Only properties that are 250,000 square feet or larger in size are subject to this Ad Hoc Committee section.

ARTICLE 19: WORKLOAD

- 19.1 The Company shall not impose an unreasonable workload upon any employee (full-time or part-time), and should there be a substantial change in workload, the employee's work hours shall be reviewed and adjusted as appropriate. In the event of a grievance involving a dispute relating to an employee's workload, such grievance shall be subject to the grievance and arbitration provisions of this agreement. Provided, however, that no grievance related to an unreasonable workload shall be filed prior to the employee completing the review and walkthrough process, unless the company denies the employee's request or refuses to schedule the walkthrough within fifteen (15) days of the employee's request. This limitation shall not apply to a grievance related to the Major Changes provisions contained in Section 19.3 of this Agreement.
- a) The employer shall not unreasonably deny an employee's written request for a written description, review and/or walkthrough of their work assignment. The employer and the union mutually agree that the employer may but shall not be required to conduct more than two walkthroughs during each calendar month and no more than one walkthrough in the same building during each calendar month; provided, however, that if the employer refuses to schedule a walkthrough within the time period described in this section, the employee may file a grievance. The employer will review the work assignment with the employee within seven (7) days of the employee's request. The employee may request that the building steward be present during any review and/or walkthrough process. If no building steward has been designated for the building in question, the employee and the employer shall mutually agree that an individual from a pool of union designated, trained stewards or representatives from the same employer may accompany the individual on the review and/or walkthrough. Work assignment reviews and walkthroughs shall not interfere with the operation of the building in question and be subject to security and other establishment rules prescribed by the building management.

- b) The work assignment review and walkthrough process is part and parcel of the grievance and dispute resolution process contained in this Agreement as it applies to the workload provisions of this Agreement. The goal of the work assignment review and walkthrough process is to support the resolution of work assignment disputes, by the most efficient means possible, prior to the arbitration of a workload dispute. The work assignment review and walkthrough process is not part of the employer's training processes, nor is it a substitute or replacement for the employer's training processes. The union and the employer agree and acknowledge that time spent in this process is voluntary to the aggrieved employee(s) and any union steward(s) or other employee representative(s) in attendance, and such time is not compensable under this Agreement except as explicitly provided in this Article.

- c) "Days" as used in this section shall refer to business days and not calendar days. The timelines described in this Section may be extended by mutual agreement.

- d) The following definitions shall apply to the interpretation of this section:
 - i) Written description: A written description of the employee's work assignment describes in writing the work the employee is to perform.

 - ii) Review: A work assignment review is a discussion between the employer and the employee (which may include a steward at the employee's request per 19.1(a)) about the employee's work assignment, or a portion of the employee's work assignment. A review normally takes place after a written description of the work assignment has been offered to the employee. An employee shall not perform any work during a work assignment review. A review normally takes place in the building but not necessarily in the work area. A review normally takes place outside the employee's regular working hours.

 - iii) Walkthrough: A work assignment walkthrough is an on-site review of the employee's work assignment, or a portion of the employee's work assignment, in which the employee and the employer review and discuss the individual elements of the work assignment at the specific location(s) where the work takes place. A walkthrough normally takes place after a review of the work assignment and is limited to the portion(s) of the work assignment at issue. A walkthrough shall be structured to resolve the dispute as efficiently as possible. An employee may perform elements of the work assignment during a walkthrough if the parties mutually agree that the performance of work is necessary to resolve the issue(s). A walkthrough normally takes place at the specific worksite and during the

employee's normal working hours. A walkthrough is not a time study of the employee's work assignment. The aggrieved employee shall be paid for the time spent in a walkthrough. In buildings larger than 250,000 ft², the building steward shall be paid for the time spent in a walkthrough.

- e) When a walkthrough takes place, the employer may use any reasonable means, including but not limited to the performance of bargaining unit work by supervisors, to ensure that the regular work assignments of the aggrieved employee and the building steward are completed.

- f) Any practices or efforts by the Company related to resolving work assignment issues that go above and beyond the minimum requirements of this Agreement shall not establish any requirement that the Employer maintain or continue such practices or efforts. Steward paid time for walkthroughs shall not establish a practice of paying stewards for non-incident time spent on union business. Any evidence of such practices shall be inadmissible in any arbitration or other proceeding as evidence to support any claim that an employer has established any such related practices.

- g) All disputes related to the review and walkthrough process described in Section 19.1, and the interpretation of Section 19.1, shall be submitted directly to the designated arbitrator, Arbitrator Gil Vernon, for an expedited "baseball arbitration" in which each party will submit its best offer, along with a written position statement in support of that offer, to the Arbitrator. The Arbitrator's decision shall select the position of one party with no modification. The union and the employer shall split the Arbitrator's fee equally. The Arbitrator will issue a decision to the parties within seven (7) days, and the parties will be bound to that decision. The Arbitrator is authorized only to determine whether the employer must conduct a review or walkthrough process, respectively, under the terms of this Agreement, and the scope and duration of the walkthrough. Under no circumstances shall the duration of the walkthrough process ordered by the Arbitrator exceed the duration of the employee's regular shift.

19.2 Changes in regular work assignment: It is understood by both parties that regular work assignments may change as a result of time saving changes in technology, equipment, method, vacancies or building cleaning specification. The employee shall be re-trained before implementing a substantial change in their work assignment as necessary to ensure that the employee understands the changes to their work assignment.

- 19.3 Major changes: If the company proposes a change that impacts at least 50% or more of the employees in a building (such as a transition to Day cleaning, a reduction in hours, or a change in workloads) the following procedure shall apply:
- (a) The company shall give the Union 30 days notice before implementing changes. If it is documented that the client gives less than 30 days notice to the company, then the company shall give the union as much advance notice as possible.
 - (b) The Committee shall meet and confer before the proposed changes are implemented. If the Committee is unable to agree to a distribution of start times and workloads and assignments, then management may implement such adjustments as it deems warranted.
 - (c) At the time the company provides notice, the company shall provide the union with a seniority list for the affected building, and for each janitor a detailed description of their assignment/run duties, their start and end time as they become known.
 - (d) Disputes over Major changes; if the union files a grievance over a major change after the "meet and confer" process has failed to resolve the dispute, the union may, within twenty (20) working days, submit the grievance to arbitration under the process described in Article 23.
 - (e) Only properties that are 250,000 square feet or larger are subject to this Major Changes Article 19.3.
- 19.4 The union and the company will collaborate via the industry labor-management committee on a third party industry ergonomic study, should such a study be initiated by an accredited post-secondary institution during the term of this Agreement.

ARTICLE 20: LEAVE OF ABSENCE

- 20.1 An employee with one year of continuous service may be granted a leave of absence, with or without disability pay, for time away from work under the following conditions:
- 20.2 Disability Pay: This benefit is available for full-time employees who have worked for twelve (12) months and need time away from work for non-work related medical issues. Disability pay is in conjunction with Family Medical Leave Act (FMLA). Disability pay begins on the 1st day of hospitalization or on the 3rd day of an accident or on the 5th day of an illness. Employees will receive disability pay as a taxable benefit for a maximum of 12 weeks at the rate of 60% of regular pay. Effective 1/1/17, the disability pay amount shall increase to 66% of regular pay. A

physician statement verifying the need to be off may be required by the Employer. Childbirth shall receive a maximum of 6 weeks of disability pay. If the mother has a documented ongoing medical disability beyond six weeks, she shall be eligible for an additional 6 weeks disability pay.

- 20.3 FMLA (Family Medical Leave Act): For part or full time employees with one year of employment who has worked at least 1250 hours may take up to 12 weeks unpaid leave for the birth, foster care or adoption placement of a child or for a serious illness of any immediate family member or for him/her self. This time off is covered under the Family and Medical Leave Act of 1993 (FMLA). An employee may need to submit a statement from a medical physician verifying the need to be off of work at the time the medical leave is requested.
- 20.4 Personal Leave: a leave of absence is a period of time away from work for reasons other than illness or disability for greater than 3 days. The employer shall not unreasonably withhold the granting of a personal leave of absence request submitted in writing. An employee may take one personal leave of up to 12 weeks of leave within a 24 month period. The unpaid portion of the personal leave of absence will commence after all vacation entitlement of the employee has been exhausted.
- 20.5 Military Leaves of Absence: All reservists or National Guard members are required to notify their Employer as soon as possible of training exercises requiring time off of work. Military leave will be without pay or at the discretion of the Company.
- 20.6 Bereavement Leave: Upon submission of satisfactory documentary evidence, full and part-time employees will be allowed a period of up to five (5) days off with pay to mourn the death and/or make arrangements for and attend the funeral of a mother, father, spouse, or child. Up to four (4) days with pay will be allowed for brother, sister, current mother-in-law, or father-in-law. Employees will be allowed up to three (3) days with pay to attend funerals for grandparents, grandchildren and great grandchildren and current brother/sister-in-laws. In the case of a funeral outside of the Continental United States, an employee shall not be unreasonably denied up to no more than two (2) calendar weeks of unpaid funeral leave.
- 20.7 Union Leave. Upon at least ten (10) business days of advance written notice, not more than three (3) employees of a company at a time (or one (1) employee for Companies with fewer than 200 employees) shall be granted up to twelve (12) weeks unpaid leave in any consecutive twelve (12) month period for union business, extendable by mutual agreement. The union will be responsible for all benefits and accruals during extended (which shall be defined as a period of twelve (12) business days or more) leave for the employee. Following such leave, the employee shall be entitled to be reinstated to his former or an equivalent position with the same

rate of pay. The Company will continue the past practice of releasing Executive Board, negotiating committee, and union stewards for meetings.

20.8 Jury Duty: The Company will allow full time employees paid time to serve on a jury. An employee must within one working day of receipt of a summons for jury duty notify his/her manager of the days required to be available for jury duty. The employer is to pay the differential in wages when jury duty conflicts with his/her working schedule. If the employee works second or third shift, they will be given unpaid time off as well.

20.9 Sick Days:

- a) Full time employees with one (1) year or more of service shall be eligible to use one (1) paid sick day each year. Full time employees with three (3) years or more of service shall be eligible to use two (2) paid sick days each year. Full time employees with five (5) years or more of service shall be eligible to use four (4) paid sick days each year. Effective 1/1/21, full time employees with one (1) year or more of service shall be eligible to use three (3) paid sick days each year. Full time employees with three (3) years or more of service shall be eligible to use four (4) paid sick days each year. Full time employees with five (5) years or more of service shall be eligible to use six (6) paid sick days each year.
- b) Part-time employees with three (3) years or more of service shall be eligible to use one (1) paid sick day each year. Part-time employees with five (5) years or more of services shall be eligible to use two (2) paid sick days each year.
- c) Sick days shall be awarded on January 1st of each year based on the employee's seniority on such date. A "day" shall mean the number of hours the employee is regularly scheduled to work. Sick days are non-accumulative.

20.10 Nothing in this Article 20 shall prohibit the Contractor from providing leave to an employee who is not otherwise eligible for leave, or providing leave in an amount greater than that allowed by this Article, when the granting of such leave or increase in the amount of leave allowed is reasonable and necessary as a reasonable accommodation under the Americans with Disabilities Act and any amendments thereto, and will not constitute an undue hardship.

ARTICLE 21: STATE AND FEDERAL LAWS

21.1 Compliance with State and Federal Laws: It is the intent and purpose of this Agreement to abide by and comply with all laws both State and Federal, and decisions and rulings of all courts,

tribunals and boards, both State and Federal that may legally affect this Agreement. It is the belief of the parties hereto, that this Agreement does so comply with all such laws, decisions and rulings. If, however, the Agreement does not and the employer-employee relationship set forth herein is not in compliance with any such present law, decisions or ruling, which may be enacted or promulgated in the future, the parties hereto agree to accept and comply with any such Federal or State law, any such Federal or State court decisions or the ruling of any such State or Federal board of tribunal.

- 21.2 Readjustments to Comply with Legislation: Should any of the provisions of this Contract, including, but not limited to the classification system provided in Article 7, be held either administratively or judicially to be in violation of any applicable Federal, State or Local legislation, the Union and the Employer agree to meet to bargain any necessary changes or adjustments in this Agreement, including, but not limited to classifications and/or wage rates, so that compliance with such legislation shall be achieved. It is agreed, however, that such adjustments shall result in no (or minimum) overall financial cost to the Employer. It is provided, however, that such changes and/or readjustments must be lawful. It is further agreed that this provision shall apply to circumstances where the parties mutually agree that such violation would occur but for such corrective action.

ARTICLE 22: SAVING CLAUSE

- 22.1 Should any part of this Agreement or any provisions herein contained be rendered invalid by reason of any existing or subsequently enacted legislation or act of any authorized agency of government or by the decree of a court of competent jurisdiction, such will not invalidate the remaining portions thereof and they shall remain in full force and effect.

ARTICLE 23: GRIEVANCE PROCEDURE

- 23.1 Definition of Grievance: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of compensation, hours and working conditions of the interpretation or application of any of the provision of this Agreement.
- 23.2 Grievance Steps:

(a) Step 1: An aggrieved employee or employees, accompanied by the building steward, may consult with the employee's supervisor. If a group of employees are involved in the grievance, the steward may act as representative for the employees. The company shall not be required to recognize any shop steward unless the steward has been previously identified in writing by the Union.

(b) Step 2: An aggrieved employee or employees shall present the grievance in writing (other than a grievance relating to discharge) to the Company within ten (10) working days from the time it first arose. The Company is allowed ten (10) working days to respond to the Union in writing.

A written grievance filed under this section must include sufficient information that the Company may investigate and respond to the grievance. The grievance must include the name(s) of the aggrieved employee(s) or the aggrieved employee class representatives (who must be an aggrieved employee) if any employee(s) are seeking a remedy via the grievance.

The employer is only obligated to fulfill information requests that are reasonably related to the grievance.

(c) Step 3: If the grievance is not settled in the second step, the Union's representative shall then meet with the Company's designated representative. That meeting will occur within ten (10) working days of receipt of the Company's response. Within five (5) days of this meeting, the Company will notify all parties, in writing, of its decision in this matter.

23.3 No written or verbal warnings or reprimands shall be considered for purposes of progressive discipline after eighteen (18) months from the date of the warning or reprimand. This does not apply to past suspensions, EEOC claims, criminal conduct, or violence. The Company agrees that if an employee is asked to sign a document of disciplinary action, such signature implies only receipt of the documentation.

23.4 It is expressly agreed and understood that the Company shall have equal ability to initiate grievances, but the Company grievances shall commence at Step 3, with a meeting between the Union and the Company.

23.5 Employees may be suspended without pay as part of disciplinary action. Should the findings of an investigation not result in disciplinary action that includes an unpaid suspension from work, or does result in disciplinary action that includes an unpaid suspension for days fewer than those actually missed, the employee shall be paid for the corresponding scheduled work hours

missed. This provision shall not apply when an employee is suspended pending the outcome of a matter which is in the hands of law enforcement.

23.6 Except as otherwise provided by this Agreement, no employee may be disciplined or discharged without just cause. The Company agrees that all discipline should be progressive, absent circumstances warranting immediate termination or acceleration of disciplinary procedures.

23.7 Arbitration. Any grievance which remains unsettled after having been fully processed pursuant to the first three (3) steps of the Grievance Procedure, as set forth in this Article, and which involves the interpretation, application of, or adherence to this Agreement, may use Federal Mediation to resolve the matter. If it is not resolved, either party may, within 10 working days of the completion of Step 3 herein, submit the grievance to arbitration with the following procedure:

The Union shall immediately request the Federal Mediation Service to furnish a panel of seven (7) arbitrators from which the parties shall alternatively strike names, with the party that filed the grievance making the first strike; and thereby select the impartial arbitrator. The union and the employer shall meet to undertake the arbitrator selection process within ten (10) working days of the FMCS furnishing a panel of arbitrators, unless otherwise mutually agreed in writing. The expense of the arbitrator so selected and court reporter (if requested by either party) shall be borne equally to the Company and the Union.

23.8 Failure of either party to process the grievance within the time limit set forth in any step of the grievance and arbitration process shall be deemed to be a waiver of that grievance. Failure of the Company to process the grievance within the time limit set forth in any step shall render the grievance automatically elevated to the next level in the grievance procedure. Should either party be delinquent in the arbitrator selection process, the other party may provide notice of its intent to unilaterally select an arbitrator. If within 5 business days of receipt of such notice, the delinquent party still has not complied, then the notifying party may unilaterally select an arbitrator from the panel provided from FMCS, and set the date, time and location for an expedited arbitration. Any deadline herein may be extended by mutual written agreement.

23.9 Grievance on Discharge: an employee who has been discharged shall have three (3) working days after discharge to file with the Union a written grievance. The Union shall then have three (3) working days, after receipt of the grievance, to mail or give a copy thereof to the Company. If these time limits are not met, the matter will be considered closed.

23.10 Authority of Arbitrator: The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision of any grievance properly coming before him/her, which

shall be final and binding on the parties. Notwithstanding, the Arbitrator shall not have the authority to amend or modify this Agreement or to establish any terms or conditions of this Agreement nor shall he/she have the authority to award back pay to an employee in a discharge case of a period greater than thirty (30) working days beyond the date the arbitrator is selected.

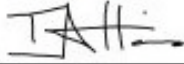
- 23.11 No Strikes; No Lockouts: The Company shall not declare any lockout during the life of this Agreement and the Union shall not cause, call or permit any strike, sympathy strike, work stoppage, slow down, sit down, stay-in, walkout, picketing or other interference or interruption with the Company's operation and the Union shall cooperate with the Company in bringing the same to an end. It is further agreed that the Company shall have the right to discipline and/or discharge any employee participating in any conduct prohibited by this paragraph and that "just and sufficient cause" for such discipline or discharge shall be deemed established by the fact of such participation.

ARTICLE 24: TERM OF AGREEMENT

- 24.1 This Agreement shall be in full force and effect from the date the written contract is signed by the parties to and including December 31, 2023 and from year-to-year thereafter, unless terminated as follows: Either party may terminate this agreement or request amendments thereto by serving sixty (60) days written notice to the other party prior to December 31, 2023 or December 31st of any year thereafter, in which terminations or amendments are requested.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on behalf of the parties.

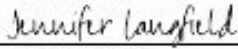
For the Union:



Iris Altamirano

For ABM Industry Groups:

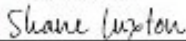
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For Compass Group:

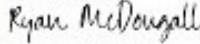
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For FBG Service Corporation:

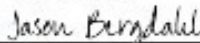
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For Harvard Maintenance, Inc.:

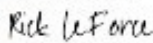
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For Kleen-Tech Services Corporation:

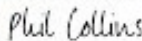
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For ISS Facility Services, Inc.

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For Managed Services, Inc.:

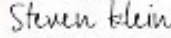
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For Marsden Bldg Maintenance, LLC:

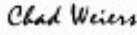
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For Mid-City Cleaning Contractors, Inc.:

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For SBM Management Services:

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APPENDIX I

Part of Agreement for period ending December 31, 2023 by and between SEIU Local 26 and the Minneapolis-St. Paul Contract Cleaners Association. List of companies who are signatory to the Agreement:

- ABM Industry Groups
- Ameriklean
- Aramark
- Capital Maintenance
- Compass Group
- F&F Cleaning
- FBG Service Corporation
- Green Cleaning Cooperative
- Harvard Maintenance, Inc
- ISS Facility Services, Inc
- Kleen-Tech Services Corporation
- Managed Services, Inc
- Marsden Bldg Maintenances, LLC
- Mid-City Cleaning Contractors, Inc
- Paramount Building Solutions
- Preferred Building Services
- SBM Management Services
- Triangle Services

APPENDIX II: WAGES

Part of Agreement for period ending December 31, 2023 by and between SEIU Local 26 and the MSPCCA.

- (1) Tier 1 wage rates shall apply to buildings with at least 250,000 square feet
- (2) Tier 2 wage rates shall apply to any building with less than 250,000 square feet
- (3) Tier 3 wage rates, shall apply to the following:
 - a. Any building that was cleaned by a non-signatory contractor immediately prior to the Employer starting the account** (see 36-month limitation below).
 - b. New hires in buildings smaller than 75,000ft²

Full Time Wage Category	<u>Effective</u> 3/15/20	<u>Effective</u> 1/1/21	<u>Effective</u> 1/1/22	<u>Effective</u> 1/1/23
Full Time General Cleaner	\$17.17	\$17.62	\$18.14	\$18.62

Tier 1 Wage Category	<u>Effective</u> 3/15/20	<u>Effective</u> 1/1/21	<u>Effective</u> 1/1/22	<u>Effective</u> 1/1/23
Part Time General Cleaner	\$15.47	\$15.92	\$16.44	\$16.92

Tier 2 Wage Category	<u>Effective</u> 3/15/20	<u>Effective</u> 1/1/21	<u>Effective</u> 1/1/22	<u>Effective</u> 1/1/23
Part Time General Cleaner	\$14.27	\$14.65	\$15.08	\$15.48

Tier 3 Wage Category	<u>Effective</u> 3/15/20	<u>Effective</u> 1/1/21	<u>Effective</u> 1/1/22	<u>Effective</u> 1/1/23
Full Time General Cleaner	\$13.39	\$13.89	\$14.39	\$15.40
Part Time General Cleaner	\$12.37	\$13.00	\$13.57	\$14.10

Repair Person rate shall be \$0.20 per hour above the full-time general cleaner rate.

No current employee's wage shall be reduced on the basis of these wage classifications.

New employees may be paid an introductory wage rate of \$1.00 under scale for the first twelve (12) months of employment and \$0.50 under scale during months 12-24 of employment.

Any wage increases required by this Agreement shall be put into effect on the first day of the first regular pay period following the effective date described in this Agreement.

Employees paid over scale shall receive the scheduled wage increases required under the applicable Tier. Such increases shall be determined by the exact dollar value of the wage increase (and not the percentage). Notwithstanding, Tier 3 Employees paid over scale shall receive a \$0.45 annual wage increase on each effective date, but in any event shall not be paid less than the minimum scale shown here.

If, but for the collective bargaining agreement, a Minneapolis or St. Paul minimum wage ordinance lawfully applies to the employer's operations, the employer shall not pay covered employees less than \$0.50 above the applicable minimum wage rate.

****Buildings that qualify for Tier 3 wage rates shall be subject to the following terms:**

If a company assumes control of a cleaning contract for a building 250,000 sq feet or more of occupied space which was cleaned by a non-union contractor, that company shall have 36 months to transition the rates up to Tier 1 and to comply with the staffing ratios.

If a company assumes control of a cleaning contract for a building under 250,000 sq feet of occupied space which was cleaned by a non-union contractor, that company shall be allowed to do the following at that account:

- a) Supervisors (non-unit personnel) can perform bargaining unit work for up to 50% of their working hours.
- b) General Cleaners can perform unelevated window cleaning work.

The employer agrees that it will notify the union of accounts taken from a non-union contractor within thirty (30) days of starting cleaning work there.

Any building obtained during the prior contract that is cleaned under what are now described as Tier 3 rates shall remain eligible to use such rates for 36 months from the union contractor's acquisition of such cleaning contract.

APPENDIX III: Protected Employees

Part of Agreement for period ending December 31, 2019 by and between SEIU Local 26 and the Minneapolis-St. Paul Contract Cleaners Association.

Employees Covered Under Appendix III: "Protected" employees shall be defined as those previously covered under BOMA Agreement of Appendix IV of Contract Cleaners Agreement which, by its terms, expired on December 31, 1984, but no others.

Above defined "protected" employees shall receive the same scheduled hourly increases as agreed upon for the full time general cleaner wage rate.

APPENDIX IV: Minneapolis, St. Paul and MAC Paid Leave Ordinances

WHEREAS, the parties recognize that the entities located within the geographic jurisdiction of this Agreement, specifically including but not limited to the Metropolitan Airports Commission (MAC), the City of Minneapolis, and the City of St. Paul, have established paid leave ordinances, policies, and/or regulations (collectively, "Paid Leave Laws"); and

WHEREAS, the parties have bargained in good faith to achieve compliance with Paid Leave Laws through this Collective Bargaining Agreement via the following terms.

NOW THEREFORE, the following terms shall apply to new full-time and part-time employees working within the city limits of Minneapolis or St. Paul, or under the jurisdiction of the MAC paid leave requirement, if (but only if) the employer is lawfully required by the enforcing entity (e.g. the City) to comply with the Paid Leave Law:

- (i) Covered employees shall receive the following Sick and Safe Time (SST) award, which shall supersede and replace the other paid time off benefits (vacation days, sick days, floating holiday; collectively "CBA Paid Time Off" or "CBA PTO") contained in this Agreement:
- (ii) Full-Time Employees: 1 hour of SST for every 30 hours worked within the jurisdiction of the Paid Leave Law, up to 48 hours total accrual in twelve months and up to 80 hours total accrual (72 hour maximum annual and total accrual in the case of the MAC paid leave requirement). This SST award is in lieu of the CBA paid leave awards. It is not eligible for Terminal Vacation Pay. This ongoing accrual benefit remains in place until the January 1st on which the employee has 1 year of seniority, at which time all unused sick and safe time shall expire and the CBA PTO award schedules shall supersede and replace it.
- (iii) Part-Time Employees: 1 hour of SST for every 30 hours worked within the jurisdiction of the Paid Leave Law, up to 48 hours total accrual in twelve months and up to 80 hours total accrual (72 hour maximum annual and total accrual in the case of the MAC paid leave requirement). This SST award is in lieu of the CBA paid leave awards. It is not eligible for Terminal Vacation Pay. This ongoing accrual benefit remains in place until the January 1st on which the employee has 4 years of seniority, at which time all unused sick and safe time shall expire and the CBA PTO award schedules shall supersede and replace it.
- (iv) A 90-day waiting period applies to all SST awards. SST may not be used by any employee prior to the employee's 90th day of employment. After the 90-day waiting period, SST may be utilized pursuant to the Employer's lawful policies.

- (v) Only for Covered Employers and Covered Employees pursuant to the MAC Paid Leave Policy as it may apply, the paid leave accrual contained therein (presently, one (1) hour of paid leave for every thirty (30) hours worked, with a maximum accrual of seventy-two (72) hours) shall serve as the Covered Employee's paid sick day benefit for the duration of the employee's employment at the covered account. This benefit shall supersede and replace the paid sick day days that would otherwise be awarded under Section 20.9 of the Agreement.

The Union agrees that the SST structures contained in this Agreement are intended to meet the policy goals stated in the Paid Leave Laws. The Union further agrees that it will, upon the employer's request, cooperate in good faith with the Employer to ensure that paid leave requirements in excess of those described in this Agreement are not imposed upon the Employer by any entity, including but not limited to those listed in this Section. Such cooperation shall include but not be limited to providing a written statement on the Union's letterhead that expresses such agreement and support in good faith.

The additional benefits in this Section have been negotiated to efficiently achieve compliance with the Paid Leave Laws. Should the requirements of any Paid Leave Law be lawfully modified (i.e. because it is superseded or modified by revision, repeal, court order, state or federal statute, or otherwise under law), the parties agree, upon request of the other, to meet and discuss mid-term changes to this Section to meet but not exceed the new minimum requirements of the external law. In the event that the requirements of any Paid Leave Law are reduced or repealed or otherwise no longer lawfully enforceable against the Employer for any reason, the Employer is expressly authorized by this Agreement to, following notice to the Union, unilaterally reduce the benefits provided for in this Section to realign with minimum requirements of external law, or reinstate the CBA PTO award schedules if the relevant Paid Leave Law is no longer lawfully applicable to the employer or employee.

The Employer may, at the Employer's exclusive discretion, implement policies that permit employees to use sick days as scheduled vacation and/or vacation days as sick days. Any such policy shall not constitute a past practice that must be maintained or offered across all locations; the Employer shall be entitled to unilaterally change such policies.

STADIUM SIDE LETTER

1. Exclusions: This side letter applies only to event work at Stadiums, event centers and arenas for the classifications listed in Article 2. Any non-event, regularly scheduled work at a stadium or arena or event center is excluded from this side letter and is covered under the full terms of the CBA. "Event centers" are specialized facilities to hold events (e.g. theaters, concert hall, auditorium and convention centers).

2. Stadium Wage Rates

March 15, 2020:	\$13.75/hr
July 1, 2021:	\$14.40
July 1, 2022:	\$15.50
July 1, 2023:	\$16.00

3. Stadium Work hours shall be assigned in the following order:

- Union members at other accounts or from the layoff list shall be given preference for hours on stadium work, in order of company seniority, as long as it does not conflict with their regularly scheduled shift, and as long as their total hours from their regular account and the event work will not exceed 40 hours per week. Hours worked at stadiums by members from other accounts or from the layoff list will be paid at the stadium wage rate.
- Season/Temporary employees (hired by the company): If not all shifts could be filled by union members from other accounts or the layoff list, then the company may hire Season/Temporary employees. Season/Temporary employees will be paid the stadium wage rate. Season/Temporary employees shall pay a permit fee for representational purposes of 2% of earnings to the union, which the company will deduct from paychecks and transmit to the union. The company will provide employees who need them with dues authorization cards.
- Staffing company employees: If not all shifts are able to be filled by union members from other accounts or members from the layoff list, or Season/Temporary employees (hired by the company) then the company may sub-contract event staffing to a staffing company. When the Company contracts with temporary/staffing agencies, the Company must first contract with any temporary/staffing agency that is signatory with SEIU 26, provided the signatory source can provide enough qualified temporary workers at an equivalent cost to non-signatory sources. Staffing company employees shall be exempt from the CBA but must comply with the stadium wage rates in this side letter.

5. All other provisions of the CBA not directly addressed in this side letter apply.