

AGREEMENT

Between



MAINTENANCE CONTRACTORS OF NEW ENGLAND

And



SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 32BJ

October 1, 2016 through September 30, 2020

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AGREEMENT

This Agreement made this 30th day of September, 2016 by and between each contractor member of the **Maintenance Contractors of New England** signatory hereto, their subsidiaries, their successors, and assigns (hereinafter referred to as the “Employer”) and **Service Employees International Union, Local 32BJ** (hereinafter referred to as the “Union”). The Union and the Employer expressly covenant and agree that the management rights and obligations created by this Collective Bargaining Agreement attach exclusively to the individual signatory contractors and that the Maintenance Contractors of New England is an entity existing solely for the purpose of bargaining this Agreement.

Article 1

Mutual Obligations

1.1 The Employer, the Union and the Union members agree that they will endeavor to treat each other with dignity and respect. The Employer obligates itself that it will in good faith comply with all of the provisions of this Agreement. The Union obligates itself and its members that they will in good faith comply with all of the provisions of this Agreement and that the employees will perform their work conscientiously and efficiently under the terms of this Agreement.

Article 2

Territorial Jurisdiction

2.1 This Agreement shall cover the territory of the Commonwealth of Massachusetts and the State of Rhode Island. The parties have entered into a voluntary Recognition Agreement for various parts of the State of New Hampshire which is attached to this Agreement listed as Appendix “D”.

Article 3
Recognition

- 3.1 The Employer recognizes the Union as the exclusive bargaining agent for its employees engaged in the Contract Building Service Industry, wherever employed in the covered territory performing janitorial services, including all forepersons, Janitors, Porters, Cleaners, Doormen, Elevator Operators, Starters, and Handymen and Groundspersons Landscapers, if not previously covered by Agreements with other Unions, but exclusive of:
1. All executive, salaried Supervisors, sales employees and clerical employees.
 2. Any employee with the authority to hire, discharge, discipline or otherwise effect changes of the status of employees on the job.
 3. All employees who do not regularly work in excess of fifteen (15) hours per week, provided, however, that these employees are not on a regularly assigned schedule. All such excluded employees shall be paid at the rate of pay no less than the applicable minimum rate of the particular time of his employment.
- 3.2 Wherever the word “employee” is used in this Agreement, it shall apply only to the employees covered by this Agreement and not to any of the excluded employees and, except for the foregoing sub-paragraph (3), none of the provisions of this Agreement shall apply to the excluded employees. “Masculine Pronouns” will apply to both the masculine and feminine gender, unless the context clearly indicates otherwise.
- 3.3 The Employer shall be bound by the applicable area-wide agreements for all work performed within and subject to the scope of those agreements for all areas within the Union’s jurisdiction, including the following agreements and successor agreements thereto:

- a. The 2016 Independent or Realty Advisory Board on Labor Relations, Inc., Contractors Agreement;
- b. The 2016 Long Island Contractors Agreement;
- c. The 2016 New Jersey Contractors Agreement;
- d. The 2016 Hudson Valley and Fairfield County Contractors Agreement;
- e. The 2015 Philadelphia BOLR or Independent Contractors Agreement;
- f. The 2015 Washington Service Contractors Association Agreement;
- g. The 2015 Philadelphia Suburban Contractors Agreement;
- h. The 2016 Delaware Contractors Agreement;
- i. The 2015 Pittsburgh Central Business District Contractors Agreement;
- j. The 2015 Suburban Pittsburgh Contractors Agreement; and
- k. The 2016 Hartford/Connecticut Contractors Agreement

Article 4

Union Membership

- 4.1 The Employer agrees that all employees presently employed shall, as a condition of employment, join the Union within thirty (30) calendar days after the effective date of this Agreement, and shall continue their membership during the life of the Agreement. Consistent with applicable law, an employee need not be a formal member of the Union and can satisfy this membership obligation by paying to the Union the financial core fee, as that fee is defined by applicable law.
- 4.2 All new employees shall join the Union, or take the necessary steps to begin paying the financial core fee, within thirty (30) calendar days after their employment and

shall also be required, as a condition of employment, to continue their membership or pay the financial core fee during the life of this Agreement.

- 4.3 It is understood the Employer shall not make dues deductions for any employee until and unless the employee provides a signed Dues Deduction Authorization Form to the appropriate Employer representative. Provided the Employer has received the requisite signed Dues Deduction Authorization Form, the Employer shall install applicable members into the Union or as financial core fee payers, as applicable, on a given day every month in order to facilitate the Union's office procedure and such date shall be flexible.

Article 5

Category Definition

- 5.1 For the purpose of this Contract, the following classifications will be applicable:
- Category "A" = Regularly scheduled employees of over 29 hours.
 - Category "B" = Regularly scheduled employees of between 16 and 29 hours, inclusive.
 - Category "C" = Regularly scheduled employees of under 16 hours.
 - Category "D" = Casual employees.
- 5.2 Employees under Categories "A", "B" and "C" will pay initiation fee(s) and monthly dues, as stipulated by the Union for each category. The Articles of this Agreement will apply, as stipulated, throughout the Agreement.
- 5.3 Casual employees are hired on a per day, event or irregularly scheduled basis and shall, as a condition of employment, pay dues as established by the Union.

Casual employees shall be entitled to all terms and conditions of this Agreement including Article 7 – Wages with the exception of any non-wage economic terms and conditions of employment contained herein.

Article 6
Check-Off

- 6.1 Upon receipt of written authorization signed by each employee, the Employer agrees to deduct monthly membership dues or financial core fees, as applicable, from the employee's earned wages and remit such dues or fees to the Local Union. The Employer further agrees upon receipt of such authorization to deduct the Initiation Fee, if applicable, and to remit same to the Union. The dues remittance report provided by the Employer shall indicate each employee's name, work site and regularly scheduled hours.
- 6.2 All such dues and initiation fee(s) will be payable from the Employer to the Union not later than the final business day of the month following the month in which the deductions are made. All payments made after that date will be subject to a penalty of six percent (6%) per month, computed daily.
- 6.3 The Employer shall maintain accurate employee information and transmit dues, initiation fees, American Dream Fund, and all legal assessments deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

- 6.4 If an employee does not revoke his or her dues authorization at the end of a year following the date of authorization, or at the end of the current contract, whichever is earlier, it shall be deemed a renewal of authorization, irrevocable for another year, or until the expiration of the next succeeding contract, whichever is earlier.
- 6.5 At the time of hire, the Employer shall give to new employees, as provided by the Union, a check-off authorization form, Union membership application, and, where appropriate, benefit fund enrollment forms. The Employer will send to the Union offices those forms (or portions thereof) that the employee chooses to fill out and return to the Employer.

Article 7

Wages

- 7.1 Wages, during the term of this Agreement, shall be paid as set forth in Appendix “A”, attached hereto and made part of this Agreement.
- 7.2 Appendix “A” consists of fourteen (14) wage schedules:
1. Metropolitan Boston: An area to include those locations within a fifteen (15) mile radius of Boston City Hall. Any issue as to whether a building is in or out of the fifteen (15) mile radius will be resolved using the GPS Waypoint Format as the means of measurement.
 2. Suburban Area: An area to include those Massachusetts locations within a twenty-five (25) mile radius of Boston City Hall, and including the City of Worcester, but excluding Metropolitan Boston and Mall and Retail. Any issue as to whether a building is in or out of the twenty-five (25) mile radius will be resolved using the GPS Waypoint Format as the means of measurement.
 3. Malls: Shopping malls, excluding those locations in the Cities of Boston and Cambridge.

4. Retail: Retail establishments, excluding those locations in the Cities of Boston and Cambridge.
5. New Bedford: An area to include the City of New Bedford, Massachusetts.
6. Springfield: An area to include the City of Springfield, Massachusetts.
7. Westborough: An area to include the Town of Westborough, Massachusetts.
8. Worcester: An area to include the City of Worcester.
9. City of Providence, Rhode Island.
10. Rhode Island Suburbs (Outside the City of Providence).
 - a. The wage rate shall follow the schedule of increases in Appendix “A”
 - b. For buildings that are less than 50,000 square feet in size and for route work, wage schedules will be mutually determined as the need arises pursuant to Article 7 – Wages 7.4 of the Master Agreement.
 - c. For route work defined as bank branches, payment centers, retail outlets, facilities that are less than 10,000 square feet or less, wage schedules will be mutually determined as needed pursuant to Article 7 – Wages 7.4 of the Master Agreement.
11. Small Buildings:
 - a. For buildings that are 75,000 square feet or less in size and currently not represented by the Union and are within a five (5) to fifteen (15) mile radius of Boston City Hall, the Employer may pay the rate established for the Suburban Area.
 - b. For buildings that are 100,000 square feet or less in size and are currently not represented by the Union and are within a fifteen (15) to

twenty-five (25) mile radius of Boston City Hall, the Employer shall follow the increases in Appendix “A”.

12. Route Work: Defined as bank branches, payment centers, retail outlets and facilities that are 10,000 square feet or less. The Employer will pay follow the increases in Appendix “A”.
13. Residential: In the Central Business District of Boston, Longwood Medical Area, the Fenway and the City of Cambridge, the Metropolitan Boston rates will apply. In all other areas, the Suburban Area rates will apply in buildings with less than 400 units. In other areas within fifteen (15) miles of Boston City Hall with buildings of 400 units or more, there is a sixty (\$0.60) cents per hour premium added to the Suburban rates. The rates shall follow the increases in Appendix “A”. In the event that the Union achieves a sixty-five (65%) percent density of the market, the Employers agree to a re-opener of wages.
14. Public School Districts and Municipal Buildings: Defined as all public schools and municipal buildings outside of Metropolitan Boston and Cambridge.

7.3 In the event that the Union can demonstrate that the Employer cleans sixty-five (65%) percent of the commercial office building over 25,000 square feet (sixty-five (65%) percent density) in the cities of New Bedford, Springfield, Westborough, and Worcester the Employer agrees to reopen negotiations on wages in any of the above referenced cities that the Union can demonstrate it has reached such density. The Union must be able to demonstrate that it has sixty-five (65%) percent density of the applicable city at the time it gives notice. Any negotiations under this provision shall be limited to wage rates for any of the cities mentioned above and all terms and conditions of this Agreement shall remain in full force and effect.

7.4 Such other wage schedules for the rest of the Commonwealth of Massachusetts shall be mutually determined as the need arises.

- 7.5 Overscale employees shall receive increases in their rate of pay equal to the increase in the minimum rate of the applicable wage schedule each time the minimum rate increases.
- 7.6 It is agreed that all wages will be paid on a weekly basis. If a holiday falls on Friday, employees will be paid the day before.
- 7.7 The Employer may require, at no cost to the employee, that an employee's check be electronically deposited at the employee's designated bank or that a paycheck card is utilized. Employees shall have the option to decline electronic deposit or utilization of a pay check card. The Union shall be notified by the Employer of this arrangement at implementation and the employees and the Union will be provided with appropriate information explaining the process and policies, such as fee policies and replacement card policies, of each applicable payroll service provider.
- 7.8 Employees who work in biomedical or pharmaceutical GMP areas or cleanrooms shall be paid one (\$1.00) dollar above their contractual minimum rate in this agreement so long as they meet the requirements of the position.

Article 8

Overtime

- 8.1 Overtime shall be paid at the rate of time and one-half (1½) the employees' regular rate to all employees covered by this Agreement for all hours actually worked in any week in excess of forty (40) hours.

Article 9

Holidays

- 9.1 All regular employees in Categories "A", "B", and "C" shall be entitled to have the following holidays off without loss of pay:

▪ New Year's Day	▪ Victory Day**	▪ Columbus Day
▪ Martin Luther King Day	▪ Memorial Day	▪ Veteran's Day
▪ President's Day	▪ Independence Day	▪ Thanksgiving Day
▪ Patriot's Day*	▪ Labor Day	▪ Christmas Day

*Applies only to Massachusetts

**Applies only to Rhode Island

- 9.2 The holiday, when not worked, will not count as hours worked with respect to overtime. However, when the holiday is worked, it will count as hours worked with respect to overtime, even though overtime pay will have been paid for working the holiday. Whether worked or not worked the Employer must pay contributions to the Funds described in Article 15 – Group Insurance Benefits and Article 16 – Pension for holidays. The Employer must also report all holiday hours, whether worked or not worked, to the Funds.
- 9.3 It shall be a requirement that those employees who are to receive holiday pay must work their full scheduled working day before and working day after the holiday and if scheduled to work the holiday must work the holiday unless on a scheduled vacation. If the employee works on a holiday and uses a contractual personal or sick day on the scheduled working day before or after the holiday they will also receive their holiday pay.
- 9.4 When a holiday falls on an employee's regularly scheduled work day, then it is his obligation to work if required by the Employer, but he will be compensated at time and one-half (1½) his hourly rate, in addition to any holiday pay to which he is entitled. This is applicable to all employees in Categories "A", "B" and "C".
- 9.5 When an Employer plans to substitute a day for a holiday in duplication of the policy of a building, notice must be given to the Union fourteen (14) days before the contract holiday date.

- 9.6 It is understood that the Employer has a right to use a substitute day for a holiday, based upon duplicating the policy of any particular building.
- 9.7 It is understood that holidays are guaranteed, as long as all other requirements are fulfilled and need not fall within the employees' regular work schedule.
- 9.8 In the event that one contractor shall replace another contractor on a recognized holiday, it shall be the obligation of the new contractor to pay for the holiday pay.

Article 10
Vacations

- 10.1 Each regular employee in Categories "A", "B" and "C" who, as of the anniversary of his or her most recent date of hire, has worked eighty (80%) percent of his or her regularly scheduled hours in the previous twelve (12) months, shall receive vacation with pay based on the employee's length of continuous service.
- 10.2 Employees shall receive vacation in accordance with the following schedule:

Continuous Service	Vacation
▪ Less than One (1) Year	= None
▪ One (1) Year	= One (1) Week
▪ Two (2) Years	= Two (2) Weeks
▪ Five (5) Years	= Two (2) Weeks and Three (3) Days
▪ Ten (10) Years	= Three (3) Weeks
▪ Fifteen (15) or More Years	= Four (4) Weeks

- 10.3 Employer contributions to the Funds described in Article 15 – Group Insurance Benefits and Article 16 – Pension must be paid for all hours in which employees receive vacation pay pursuant to this Article.
- 10.4 Authorized leaves of absence shall count toward the eighty (80%) percent of regularly scheduled hours necessary to render an employee eligible to receive vacation, except that the amount of vacation shall be reduced pro-rata based on the length of the authorized leave. An employee’s vacation year shall begin on the anniversary of his or her most recent date of hire, and there shall be no vacation carryover from year to year.
- 10.5 Newly hired employees shall work one (1) full year (12 months) prior to being eligible for any vacation. Once an employee reaches his/her first anniversary date, he/she will be eligible to take (or at his/her option, receive pay for) one (1) week of vacation as set forth in the next paragraph, subject to any applicable pro-rata reduction.
- 10.6 For the purposes of this Article, one (1) day’s vacation for an employee shall be equal to the employee’s regularly scheduled hours worked each workday, excluding overtime. One (1) week’s vacation for an employee shall be equal to the employee’s regularly scheduled hours worked each workweek, excluding overtime.
- 10.7 Employees may take vacation subject to the Employer’s prior approval and operational needs. However, an employee must have completed his or her applicable anniversary year prior to taking any vacation. Approval of requested vacation will be the Employer’s prerogative and seniority will prevail so far as practicable and compatible with the operational requirements of the Employer. Employees will have the option to receive pay in lieu of vacation on their anniversary date. Employees who have exercised the option to receive vacation pay on their anniversary date shall be able to take vacation time off at a later date. Employees will be issued vacation checks in weekly installments separate from their regular pay check.

10.8 In the event an Employer loses a contract, the successor Employer will recognize an employee's years of continuous service with the previous Employer for purposes of determining an employee's vacation entitlement. In the event an employee is terminated or quits for any reason the Employer shall pay the employee who has more than one (1) year of service a vacation accrual based upon the amount of time elapsed from his/her anniversary date of employment to the date of the employee's termination. Vacation shall be calculated pursuant to the following method:

- a. Number of days elapsed from anniversary date of employment to date of termination divided by 365 days, multiplied by the employee's vacation entitlement.

In the event that contractors who are signatory to this Agreement change in a building, both the contractor who loses the account and the one that acquires the account shall pay their share of the employee's vacation accrual based upon the above described method.

Article 11

Sick Leave/Personal Days (Personal Time Off)

- 11.1 Each regular employee in Categories "A", "B" "C", shall be eligible for eight (8) combined paid sick and personal days each calendar year. Employees may use these days as personal or sick days.
- 11.2 Category "D" employees shall earn one (1) hour of sick leave for every thirty (30) hours worked up to a maximum of forty (40) hours in a calendar year.
- 11.3 Pro Rata Accrual (Effective January 1, 2017): Employees who are newly hired shall receive the pro rata share of Personal Time Off based on their date of hire once they reach sixty (60) days of seniority. The Pro Rata Share shall be the number of full weeks until January 1st divided by 52 and multiplied by eight (8) days. Employees hired by a successor employer in a contract flip shall be provided Pro Rata Personal

days for the first calendar year under the same formula with no wait period. Employees regularly scheduled to work less than five (5) days per week shall receive the pro rata share of eight (8) paid sick/personal time off calculated by regularly scheduled hours divided by 40 multiplied by eight (8) days.

Article 12
Bereavement Pay

- 12.1 In the event of a death in the employee's immediate family (i.e., father, mother, sister, brother, child, grandchild, spouse/spousal equivalent), the employee shall be entitled to the next three (3) succeeding days off or three (3) days around the funeral or, if an employee must travel internationally, three (3) days in the thirty (30) days following the death and shall be reimbursed (up to the three (3) days) for any time lost from his/her regular schedule as a result of such absence. In the event of the death of a grandparent, step-parent, step-child, in-law, aunt or uncle the employee shall be entitled to one (1) day off in the next three (3) days and shall be reimbursed for any time lost from his/her regular schedule as a result. Employer contributions to the Funds described in Article 15 – Group Insurance Benefits and Article 16 – Pension must be paid for all hours in which employees are receiving bereavement pay pursuant to this Article.

Article 13
Unpaid Leave of Absence

- 13.1 The Employer may grant leaves of absence without pay to an employee who, for compelling reasons, requests an unpaid absence from work. Leave without pay shall be granted only at the Employer's sole discretion, subject to the Employer's business and operational requirements, if the Employer determines that the employee has a valid reason for taking such leave and other Employer leave policies (e.g., family and medical leave, bereavement leave, jury duty, military service, etc.) either are not applicable or have been exhausted. An employee shall provide the Employer with as

much notice of his or her desire to take leave without pay as is practicable under the circumstances, but in no event shall the employee provide less than fourteen (14) calendar days' notice, except in exigent circumstances as determined by the Employer or in the case of bereavement as defined in Article 12 – Bereavement Pay.

- 13.2 Employees who have five (5) year of service or more shall be granted an unpaid leave of absence for a period not to exceed two (2) weeks which may be taken in conjunction with the employee's vacation time at intervals of three (3) years. If a holiday should occur during the above vacation period, the employee shall receive a normal day's pay for said holiday and if a holiday should occur during the period of unpaid leave the employee will not be eligible for said holiday.
- 13.3 The maximum amount of leave that may be granted under this unpaid leave of absence policy will be up to three (3) months in the Employer's sole discretion, depending upon the Employer's business and operational requirements. The Employer may also require reasonable documentation depending upon the reason for the leave.
- 13.4 To be eligible for an unpaid leave of absence, an employee must have at least one (1) year of continuous service prior to the effective date of the leave of absence. For determining length of service with the Employer, time spent on authorized unpaid leaves of absence (including, in the aggregate, leave granted under this policy and leave granted under other Employer leave policies) will be counted as continuous service; however where an employee's total period of leave exceeds six (6) months in any consecutive twelve (12) month period, such leave in excess of six (6) months shall not be counted as continuous service.
- 13.5 The Employer shall not be responsible for any applicable Health and Welfare contributions and/or payments during any leave of absence granted under this Article except as required under applicable law.

- 13.6 Any requests for leave granted under this Article must be in writing. If the Employer grants a leave of absence, the Employer shall reduce to writing the period of leave granted, including the beginning and end dates of the leave. The employee must report for work by the date specified as the end date of the leave and will return to the same position, provided that such position is available at the time the employee returns to work. If there has been a reduction in force during leave, availability of position shall be determined by seniority. If such position is not available, the Employer shall make a good faith effort to place the employee in an equivalent position, provided that such a position is available at the time the employee returns to work.
- 13.7 Subject to Paragraphs 13.1 through 13.5 of this Article, an employee may request an unpaid leave of absence to work with the Union. Such leave shall not be unreasonably denied; provided that no more than one (1) employee per work site, per shift may be on an unpaid leave of absence for this purpose at any given time.

Article 14

Jury Duty

- 14.1 Any employee who is required to report for jury service on the day and during the hours which he is scheduled to work shall be paid the difference between the amount received for jury service and the amount he would have earned working his regularly scheduled day at his straight time rate. Employer contributions to the Funds described in Article 15 – Group Insurance Benefits and Article 16 – Pension must be paid for all hours in which employees are paid for jury duty pursuant to this Article.
- 14.2 In order to receive such pay from the Employer, the employee must furnish evidence from the Court of such service and the amount paid him by the Court.

Article 15

Group Insurance Benefits

- 15.1 Effective October 1, 2016 through December 31, 2016:

- 15.2 For each regular employee in Category “A”, each Employer shall pay to the Boston Building Service Employees’ Trust Fund (“BBSE Trust Fund”); effective October 1, 2016 \$1,006.09 per month. Contributions shall be effective on the first (1st) day following ninety (90) days of the employee’s continuous employment. Effective January 1, 2017, the employer shall cease contributions to the BBSE Trust Fund and make contributions consistent with Paragraph 15.9.
- 15.3 Full-time employees who work in buildings in excess of 450,000 square feet in the Central Business District of the City of Boston who were employed as of September 30, 2012 shall have Health and Welfare contributions made on their behalf of \$1,333.25 per month. This contribution represents a composite rate which will entitle those grandfathered employees in the Central Business District who elect family coverage to receive it without any cost to them. Effective January 1, 2017, the employer shall cease contributions to the 615 Trust Fund and make contributions consistent with Paragraph 15.9. For Employers required to contribute to the Building Service 32BJ Health Fund effective January 1, 2017, the contributions to the BBSE Trust Fund outlined in the preceding two (2) paragraphs will be redirected to and deposited into the Massachusetts Service Employees Pension Fund. Effective January 1, 2017, contributions to the Massachusetts Service Employees Pension Fund will be as set out in Article 16 – Pension
- 15.4 The Employer will continue contributions to the BBSE Fund for part-time employees in the Central Business District who received dental and vision coverage at a rate of \$35.00 per month under the prior Agreement through December 31, 2016. In the event a part-time employee who receives this coverage quits or is terminated the Employer is not obligated to continue this coverage on any newly hired employees. Effective January 1, 2017, the employer shall no longer make contributions on these employees and eligibility for the benefit shall end. The Employer shall make a payment to each employee who was eligible for the benefit on December 31, 2016 of \$250.00 by January 15, 2017.

15.5 For the period October 1, 2016 through December 31, 2016, the Employer shall pay the monthly rate for an insured employee, while he or she is in the hospital or disabled for a covered illness, for no less than six (6) months, provided that proper medical verification is given to the Employer.

In the event that an employee is scheduled to work more than twenty-nine (29) hours per week for ninety (90) calendar days, the employee shall be entitled to receive Group Insurance Benefit Fund contributions upon the thirteenth (13th) week as any other regular employee in Category “A”.

15.6 Such monies shall be paid to the BBSE Trust Fund not later than the fifteenth (15th) day of the month for which the contribution is being made.

15.7 The Employer agrees to participate in and abide by the rules of the Boston Building Service Employees Trust Fund. It agrees to make all required contributions in a timely and complete manner as prescribed by the Trustees and it also agrees to submit required reports of work performed and submit such requested relevant financial books and records.

15.8 The Employer adopts and ratifies the positions taken by the Fund Trustees as its own. The Employer understands that the Trustees adopt various policies and procedures in administering the Funds and the Employer agrees to abide by all such policies and procedures whether implemented now or sometime in the future. The BBSE Trust Fund shall be administered by four (4) Trustees; two (2) selected by the Union and two (2) selected by the Employers. Any decision to add to or reduce benefits under this Agreement shall be vested wholly in the Trustees

15.9 Effective January 1, 2017: The Employer agrees to make payments into a health trust fund known as the “Building Service 32BJ Health Fund,” (32BJ Health Fund) under such provisions, rules, and regulations as may be determined by the Trustees, as provided in the Agreement and Declaration of Trust, to cover Category “A”

employees covered by this Agreement, and their eligible dependents, to be used toward the Tri-State Plan family health benefit provided by the 32BJ Health Fund.

15.10 The Employer shall make contributions to the 32BJ Health Fund. The monthly contribution to the Health Fund for each covered employee shall be:

- Effective January 1, 2017 - \$907.00 (90.0 percent of rate)
- Effective January 1, 2018 - \$ 963.00 (88.5 percent of rate)
- Effective January 1, 2019 - \$997.00 (85.0 percent of rate)
- Effective January 1, 2020 - \$1,066.00 (84.2 percent of rate)

15.11 The Employer and the Union recognize that (i) the contributions described in Paragraph 15.9 are insufficient on their own to provide for the benefit described in Paragraph 15.8; (ii) that the BBSE Trust Fund has entered into an agreement (the “inter-fund agreement”) with the 32BJ Health Fund, pursuant to which the BBSE Health Fund will make additional contributions on behalf of the employees described in Paragraph 15.8 for the purpose of securing for those employees and their dependents the Tri-State Plan family health benefit described in Paragraph 15.8, resulting in those employees being participants in both the BBSE Fund and the 32BJ Health Fund; (iii) the 32BJ Health Fund’s provision of the Tri-State Plan family health benefit is conditioned upon its receipt of both the contributions described in Paragraph 15.9 and the additional contributions described in the inter-fund agreement; and (iv) the terms of the inter-fund agreement may be terminated by either the BBSE Health Fund or by the 32BJ Health Fund, without cause, upon ninety (90) days prior written notice to the other party. In the event that the agreement is terminated, the Employer and the Union agree as follows:

1. The requirement in this collective bargaining agreement that the Employer shall remit contributions to the 32BJ Health Fund shall terminate on the date

that the obligation of the BBSE Fund to make payment to the Health Fund pursuant to the inter-fund agreement terminates (“the termination date”).

2. On such termination date, the Employer shall commence remitting contributions theretofore required to be made to the Health Fund to the BBSE Health Fund at the same rate at which such contributions were required to be made to the Health Fund.
3. The Union and the Employer shall recommend to the Trustees of the BBSE Health Fund that, upon the termination of the inter-fund agreement and the redirection of Employer contributions provided for in Paragraph 2 above, the Trustees will adopt a new family health care coverage benefit with benefits substantially equivalent to the Tri-State Plan family health benefit described in Paragraph 15.8.
4. In the event the Trustees of the 615 Fund decline the recommendation by the parties as provided in Paragraph 3 above or otherwise fail to provide for family health coverage for affected employees on or before the termination date provided in Paragraph 2 above, either party may reopen this collective bargaining agreement on the issue of health fund contributions and benefits by providing written notice to the other party.

15.12 Prevailing Wage Accounts: The Employer shall make payments consistent with prevailing wage law. On January 1st and July 1st, the Employer shall measure average hours for the previous six (6) months. An employee who averages over twenty-nine (29) hours per week shall be eligible for family health insurance for six (6) months beginning with the next full month. An employee who averages between twenty (20) and twenty-nine (29) hours per week shall be eligible for single health insurance for the next six (6) months beginning the next full month. An Employee who averages between fifteen (15) and twenty (20) hours shall be eligible for Part-Time Plus Wrap Around Coverage. An employee who averages less than fifteen (15) hours shall not

be eligible for health insurance unless they remain eligible from a previous measurement period.

Article 16

Pension

16.1 Each Employer shall pay to the Massachusetts Service Employees' Pension Fund ("Pension Fund") fifty (\$0.50) cents per hour (up to a maximum of 2,080 hours per year, exclusive of overtime) for each Category "A," "B," and "C" employee, effective on the first day of the month following one hundred eighty (180) days of continuous employment. Effective January 1, 2019, the contribution rate for Category "A" employees is increased to fifty-five (\$0.55) cents per hour. Effective January 1, 2017, the Employer shall contribute for all hours worked.

16.2 The signatory Employer agrees to participate in and abide by the rules of the Massachusetts Service Employees Pension Fund. It agrees to make all required contributions in a timely and complete manner as prescribed by the Trustees and it also agrees to submit required reports of work performed and submit such requested relevant financial books and records.

The signatory Employer adopts and ratifies the positions taken by the Fund Trustees as its own. The Employer understands that the Trustees adopt various policies and procedures in administering the Fund and the Employer agrees to abide by all such policies and procedures whether implemented now or sometime in the future.

16.3 Contributions to the Pension Fund shall be paid no later than the twentieth (20th) day of the month following the month for which the contribution is being made. When the Trustees of the Pension Fund determine that a contractor is negligent in his payments, then they can impose a bond or cash surety in the amount of the Employer's monthly contribution, but in no event should such bond or cash surety be less than \$2,000.00.

Article 17
Training Fund

17.1 The Employer shall contribute four (\$0.04) cents per hour for each hour worked to a maximum of forty (40) hours per week on behalf of all Category “A”, “B” and “C” employees to the SEIU New England Property Services Training Fund. Effective January 1, 2017 the contribution shall be six (\$0.06) cents per hour worked and the forty (40) hour week cap shall be eliminated. Effective January 1, 2019, the contribution shall be eight (\$0.08) cents per hour worked. The Fund shall be a multi-employer Taft Hartley Fund and will have Management and Union Trustees who will oversee the operation and activities of the new Trust Fund.

Article 18
Maintenance Contractors Trust Fund

18.1 The Employer shall continue to contribute two (\$0.02) cents per hour for each hour worked to a maximum of forty (40) hours per week on behalf of all Category “A”, “B” and “C” employees to a Maintenance Contractor Trust Fund. Effective January 1, 2017, there shall be no forty (40) hour cap on contributions. Effective January 1, 2020, the Employer shall contribute three (\$0.03) cents per hour. The Fund shall be a multi-employer Taft Hartley Fund and will have Management and Union Trustees who will oversee the operation and activities of the Trust Fund.

Article 19
Legal Services Fund

19.1 The Employer shall make contributions to the Building Service 32BJ Legal Services Fund to cover Category “A”, “B”, and “C” employees covered by this Agreement with such benefits as may be determined by the Trustees of the Fund. Effective January 1, 2017, the rate of contribution to the Legal Fund shall be eight (\$0.08) cents per hour worked for each eligible employee, payable when and how the Trustees

determine. Effective January 1, 2018, the rate of contribution shall be sixteen (\$0.16) cents per hour worked for each eligible employee, payable when and how the Trustees determine.

Article 20

Provisions Applicable to 32BJ Health Fund, Training Fund, Pension, Maintenance, and 32BJ Legal Fund

- 20.1 Unless otherwise specified in this Agreement, newly hired employees shall have a waiting period of ninety (90) days before becoming eligible to be participants in the Funds, and no contributions shall be made on behalf of newly hired employees over the ninety (90) day period.
- 20.2 If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds' trust agreements, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees and court costs.
- 20.3 If the Employer is regularly or consistently delinquent in Fund payments, the Employer may be required, at the option of the Trustees, to provide the appropriate Trust Fund with security guaranteeing prompt payment of such payments.
- 20.4 By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law.

20.5 Hours that are paid on overtime, holidays, vacations, sick pay, and jury duty are to be considered hours worked for purposes of Pension, Maintenance, Legal, and Training Funds.

Article 21

Travel Time and Travel Expenses

21.1 Any employee shall be compensated for travel time at a rate of not less than that of his classification and shall be reimbursed for all transportation expenses.

21.2 Travel time and travel expense shall be deemed payable to an employee only when he is traveling between the Employer's office and point of operation or between points of operation.

Article 22

Uniforms

22.1 Uniforms which employees may be required to wear shall be furnished by the Employer, and no deduction shall be made on account thereof. It shall be a presumption that uniforms worn by the employees of any establishment are worn as a condition of employment if such uniforms are of similar design, color or material, or form part of the decorative pattern of the establishment or distinguish the employee as an employee of the concern. Any employer's badge or identification if required as a condition of employment shall be considered part of the uniform. Female employees will be provided smocks as uniforms where required by the Employer.

22.2 The Employer shall launder, clean and maintain such uniforms without cost to the employee.

22.3 No deposit shall be required by an Employer from any employee for a uniform or for any other purpose.

22.4 Adequate foul weather gear shall be provided by the Employer as needed. In the event that employee loses the provided gear, then he shall be responsible for its replacement value.

Article 23

Workers' Compensation

23.1 The Employer agrees to cover the employees under the Massachusetts Workers' Compensation Law on a non-contributory basis, whether or not such coverage is mandatory. For the period, October 1, 2016 through December 31, 2016, the Employer shall continue to pay its portion of health insurance premiums for the first six (6) months an employee is unable to work due to a compensable injury covered under the Workers' Compensation Law.

Article 24

Government Contracts

24.1 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 at least 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. Employees shall receive at least the minimum raises per Appendix "A".

24.2 Employees employed at buildings covered by the Massachusetts Prevailing Wage Law shall receive not less than the wage rates and benefits required by the Prevailing Wage Law. Employers will bid for that work in accordance with those requirements.

Article 25
No Discrimination

- 25.1 There shall be no discrimination, restraint or coercion by either the Employer or its representatives or the Union or its representatives against any employee because of his or her membership or non-membership and participation or non-participation in the Union or its activities.
- 25.2 The parties agree that neither shall discriminate against any employee on the basis of race, sex, religion, age, national origin, physical or mental disability, sexual orientation, or veteran status and in addition neither party shall sexually harass – as that term is defined under applicable law – any employee. The parties further agree that an employee who chooses to pursue any claims arising under Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination and Employment Act, Massachusetts Fair Employment Practices Act and/or any discrimination claims arising under any similar local, state or federal rules, statutes and/or regulations (“discrimination claims”) shall do so in accordance with this Article.
- 25.3 The employee may, at his or her election, pursue such discrimination claims either (1) through the grievance and arbitration procedure (Article 41) or (2) through any other forum available at law, including, but not limited to, any state or federal court action and/or any state or federal fair employment practices administrative agency. Once an employee has pursued in any forum a particular discrimination claim, or related claim, such forum shall be the sole and exclusive forum for such claim. Arbitrators shall apply appropriate applicable law in rendering decisions regarding discrimination claims and may award damages as provided for by such applicable law.
- 25.4 It is the intent of the parties to prevent, through this Article, unnecessary litigation of disputes in multiple forums and to encourage the consolidation of proceedings into a single forum.

Article 26

Seniority

- 26.1 The Employer recognizes the principles of seniority for employees covered by this Agreement when qualifications such as ability and performance are considered relatively equal by the Employer. The Employer will give preference in cases of layoffs, rehiring, promotions and demotions to employees by applying the principles of seniority either to the Company or to a building as the Employer deems necessary in the interest of better management.
- 26.2 Seniority shall be lost under the following circumstances:
1. Continuous lay-off for a period of nine (9) months or more.
 2. Resign or voluntary quit.
 3. Discharge for just cause, including:
 - c. Discharge for three (3) consecutive days of absence without notifying the Employer.
 - d. Discharge for failure to return from lay off within seven (7) days of written notice.
 4. Absence for substantiated illness for a period of more than one (1) year.
- 26.3 Pursuant to the provisions of Article 45 – Immigration, an employee who provides valid documentation and is rehired by the Employer within nine (9) months of their discharge will not lose their seniority.
- 26.4 The Employer agrees to notify the Union at the earliest practicable date in the event of a lay-off.

Article 27

Safety

- 27.1 The Union and the Employer recognize the importance of maintaining a safe and healthy work environment. To that end, any protective devices or other safety equipment and/or supplies necessary for a work assignment, as determined by the Employer or required by applicable law, shall be provided to the employees at no cost and shall be worn and/or utilized by the employees in the performance of their work assignments. Furthermore any machines or mechanical devices provided to employees and required for the performance of their duties shall be maintained in good repair or replaced by the Employer.
- 27.2 The Employer shall maintain Workers' Compensation coverage for all employees. The Employer shall post the required notice of Workers' Compensation in a prominent and visible location to employees containing the name of the insurance company, its address and phone number.
- 27.3 In a situation when a work site's and/or the Employer's established emergency procedure requires the evacuation of the work site and an employee is directed to leave the building, the employee shall be paid for the duration of the evacuation or through the end of his/her scheduled shift, whichever is less. Employees must follow all emergency procedures and return to work as directed by their Supervisor.
- 27.4 The Association shall develop a sexual harassment training guide for all employees. The Union will be provided an opportunity to review and present suggestions on content prior to its dissemination.

Article 28

Military Service

- 28.1 An employee who is drafted for military service, or volunteers for service in any branch of the armed forces of the United States, shall, upon completion of such

services and if he has received an honorable discharge, be reinstated to his former position in accordance with the applicable laws regulating such matters. In the event that it becomes necessary to lay off another employee in order to reinstate such an employee returning from military service, such layoff shall follow the seniority principles and shall not constitute a grievance under this Agreement. The employee laid off shall be entitled to reasonable notice.

Article 29

Management Rights

29.1 The Union recognizes the right of Management to manage the business and direct the working force including, but not limited to, the right to determine the following:

1. Reasonable working rules
2. Working schedule
3. Work loads
4. Standards of quality of performance
5. Hiring methods
6. Assign and transfer employees
7. To lay off employees due to lack of work
8. To discipline or discharge employees for just cause
9. The promotion of employees

29.2 Employee(s) who complain that his/her workload is unduly burdensome may bring the complaint before a representative of the Contractor and the Union to discuss the complaint. If there is no resolution, the employee(s) may file a grievance but such grievance will not be subject to arbitration.

29.3 The foregoing specifically listed management rights, as well as those implicit in the traditional functions of management, are expressly reserved to be decided by the Employer and shall not be subject to the provisions of Article 41 – Grievance Procedure, unless the Employer acted arbitrarily and capriciously.

Article 30

Transfers

30.1 During the term of this Agreement, there will be no reduction in wages except under the following conditions:

1. When an employee is changed from a “Special Job” situation or a Foreman situation to a job without the significance attached to these classifications.
2. Any employee, whose status is changed as per Article 5 – Category Definition.
3. Any employee who is transferred from a building with a rate above the minimum rate established by this Agreement into a building covered by this Agreement.

30.2 Any employee permanently transferred from one job classification, wage category and/or benefits eligibility category to another shall be entitled only to the rate of pay and benefits applicable to the position and/or location to which he/she has been transferred. He/she shall further be entitled to work only the scheduled hours of the job to which he/she has been transferred.

30.3 Nothing in this Article or in any other Article of this Agreement shall limit the exclusive right of the Employer, as set forth in Article 29 – Management Rights, to transfer an employee, within a building or within the Company, as the Employer deems consistent with its business needs, provided that such transfer is not arbitrary and capricious.

30.4 The Employer shall maintain a transfer registry list of part-time employees employed outside of Metropolitan Boston who express a desire to be transferred to Category “B” part-time positions in Metropolitan Boston. Part-time employees shall sign the transfer registry list between December 1st and December 31st, 2016 for eligibility to be considered for transfer into part-time Category “B” positions in Metropolitan Boston during the term of the Agreement. The transfer of any part-time employee from the transfer eligibility list shall not conflict with the provisions of Article 51 – Additional Hours. Part-time employees transferred from Appendix “B” buildings as a result of the full-time conversion plan shall be offered available positions in Metropolitan Boston before any part-time employee on the transfer registry list is considered for transfer into Metropolitan Boston Category “B” positions. Employees employed in Metropolitan Boston who are subject to layoff and recall or transfer as a result of a reduction in services or client request, shall be offered available open positions within Metropolitan Boston before any employee on the transfer register is offered an open position in Metropolitan Boston. Employees on the transfer registry list will not be eligible to transfer into positions which are of temporary nature such as vacancies which are a result of FMLA, leaves of absences pursuant to Article 13 – Unpaid Leave of Absences, absences due to Workers’ Compensation, vacation and sick replacement.

Article 31

Change of Contracts

31.1 It is understood that any Union Contractor is entitled to negotiate and undertake a contract with any potential customer who might have a Union Contractor or his own employees who are covered by a contract with the Union.

31.2 However, the contractor shall have the obligation to the Union members employed by the customer to provide employment in the same or any other building with no reduction of pay or other benefits. With respect to this obligation, the Employer must

exercise only reasonable demands upon a transferred Union member with respect to any geographic transfer or change of work scope.

31.3 When an Employer takes over or acquires a contract to perform services at a commercial office building covered under the terms of this Agreement, the Employer agrees to contact the Union in order to obtain a seniority list of the employees who are employed in the building. The Employer agrees to provide employment to the most senior incumbent employees in the building who are employed by the current contractor so long as the total number of employees does not exceed the average number of employees employed by the current contractor in the building during the period of ninety (90) days prior to the takeover. In the event that the Employer does not need all of the employees who were employed by the predecessor contractor to perform services in the building, the Employer will place the least senior employees in comparable jobs at other locations. Employees who are retained by the Employer shall be given credit for length of service with the predecessor Employer for seniority including vacation entitlement and shall complete a trial period with the new Employer pursuant to Article 43 – Trial Period.

31.4 In the event a contractor obtains a contract with a non-profit institution (such as colleges or hospitals), who already have a Collective Bargaining Agreement with Local 32BJ, it shall be the obligation of the Union Contractor to recognize the Agreement and maintain, in full force and effect, the benefits that are in force at the time of the awarding of the contract for all employees in the unit covered by Local 32BJ's Agreement, including, but not limited to, maintaining the personnel who are employed by the non-profit institution and covered by the Agreement at the time of the contractor's successful bid. The contract will not be under this Agreement and will be negotiated separately from this Agreement. In the event a successor contractor obtains the contract to perform service at such a non-profit institution (such as colleges or hospitals), the contractor will be required to observe the terms and conditions of the current contractor's site Agreement, maintain in full force and effect

the wages and benefits that are in effect at the time of the award of the contract and maintain the personnel who are employed by the current contractor at the time of the successor contractor's successful bid.

31.5 The Employer will notify the Union, as soon as practicable, once it receives notice that the work at a job location is being put out to bid.

31.6 The Employer shall notify the Union as soon as it receives written cancellation of a job location.

31.7 The Employer shall notify the Union as soon as it receives notice that it has been awarded a new job location.

Article 32

Other Agreements

32.1 No Agreement shall be made by the Union with other Employers in the industry which contains any terms more favorable to any Employer than the terms in this Agreement.

32.2 The Employers agree to cooperate in all ways possible with the Union in the effort to apply this Agreement to all companies in this industry. The Union agrees to continue its full effort to organize the entire Contract Building Service Industry within its jurisdiction. The Union agrees to inform the Employers prior to the signing of this Agreement by any new signatory. The Employer agrees to offer jobs to the incumbent employees at a job site which was the objective of a successful SEIU Local 32BJ organizing campaign. The Union should be able to demonstrate that such a location was the focus of such an organizing campaign.

32.3 The Employers agree not to subcontract any janitorial work to Employers who fail to observe the wages, benefits and other working conditions set forth in this Agreement. The Employer agrees not to sign agreements, other than the existing Agreement, with any other Union covering any portion or jurisdiction of this Agreement.

Article 33

No Lowering of Standards

- 33.1 There shall be no lowering of any standards of working conditions of any employees in the employ of the Employer as a result of this Agreement. All employees enjoying higher wages or better working conditions than provided for herein, shall continue to enjoy at least the same, except as provided in Article 30 – Transfers. Such transfers shall not be construed as lowering of standards.

Article 34

Strikes and Lockouts

- 34.1 During the term of this Agreement, there shall be no strikes, picketing, boycotts, walkouts or slowdowns by the employees or the Union and no lockout by the Employer. It is understood that the closing of a building by an owner, on a day not included in the list of paid holidays, does not constitute a lockout.
- 34.2 It is understood that, regardless of whether or not a grievance case is pending, the above will be in full force and effect at all times and that there will be no concerted cessation of work or effort.
- 34.3 No employee covered under this Agreement shall be required by the Employer to pass a lawful picket line established by any Local of the Service Employees International Union in an authorized strike. The President of Local 32BJ shall give the Employer forty-eight (48) hour notice before any such picket line is established.

Article 35

Separability of Clauses

- 35.1 If any provision of this Agreement shall be held or declared to be illegal or of no legal effect, said provision shall be deemed null and void without affecting the obligations of the balance of this Agreement.

Article 36

Other Trade Names

36.1 All contracts must be signed in all trade names of firms in the Contract Building Service Industry, as well as all corporate and partnership names in the Contract Building Service Industry. In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, the Employer agrees that, if and when, the Employer performs any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company partnership or any other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, or stockholders, exercises either directly or indirectly management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Article 37

Shop Visitation

37.1 The Union shall notify the Employer at least twenty-four (24) hours in advance of any visit to a job location, and at the same time shall notify the Employer which Union Representative(s) will be visiting such location; except that, in order to investigate a potential grievance at a job location where a Shop Steward is not at the job location to investigate the potential grievance during the shift on which it occurs, the Union may provide less than twenty-four (24) hour notice, but must provide as much notice as possible, and the Union's visit to the location in such circumstances shall be restricted to the investigation of such potential grievance. Provided the requisite advance notice is received, the identified Representatives of the Union will be allowed access to the site to confer with Union members who are employees of the Employer, subject to any applicable security/visitation procedures for vendors/contractors of the particular building or site.

- 37.2 Union Representatives who visit job locations agree to abide by applicable security/visitation procedures and will in no way interfere with a building's/site's operation or in any manner interrupt or impair the work of any employee.
- 37.3 When the applicable security/visitation procedures for the contractors of the particular building or site do not, because of the client's policies, allow for shop visitation by a Representative of the Union, the Employer will make a good faith effort to arrange for an accessible site for a membership meeting with the Representative of the Union and provide notification of the employees. The Union will limit such a request to two (2) times a year.

Article 38

Union Representatives

- 38.1 Within thirty (30) calendar days of the execution of this Agreement, the Union shall furnish to the Employer a complete list identifying the Union Representatives and Shop Stewards responsible for fulfilling the Union's statutory obligations and exercising its statutory rights at each of the Employer's job locations. The Union further agrees this list shall be updated as necessary to reflect changes in the Union's designated representatives and personnel.
- 38.2 The Employer shall not be required to recognize or deal with Union Representatives, including Shop Stewards, and/or elected officials whom the Union has not previously identified to the Employer in writing.
- 38.3 Union Representatives who are permitted to visit the Employer's job locations shall carry appropriate picture identification verifying their affiliation with the Union and may be denied access to job sites, even when the requisite notice has been provided, if they are unable to produce this identification upon request.

Article 39
Stewards

- 39.1 The Employer agrees to recognize Shop Stewards elected by the Union membership and extend them all rights and privileges accorded them under the law. The Employer shall not retaliate against any Shop Steward for exercising rights accorded them by contract or law. The number of Stewards shall not exceed one (1) per shift, per work site/job location, or one (1) per seventy-five (75) employees, per work site/job location, whichever is more.
- 39.2 Shop Stewards may investigate grievances during working time under the following conditions:
- a. In the event a grievance is filed under the terms of this Agreement, the Shop Steward shall notify the Site Supervisor of the Shop Steward's intent to investigate the nature and facts of the grievance before the end of the shift. The permission of the Site Supervisor shall not be unreasonably withheld and the Shop Steward shall be afforded a period of time, not to exceed ten (10) minutes per grievance.
- 39.3 In buildings where there is no Union Steward, the Employer shall allow a Union Representative to visit a job location at the end of the scheduled shift to meet with workers and select a Steward. Such meeting shall be on work time during the last fifteen (15) minutes of the shift and will be allowed in a building no more than once every six (6) months.

Article 40
Audits

- 40.1 An Employer, 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 this violation. After the thirty (30) day period, the Union may audit the books of the

Employer with respect to this specific violation. If the audit shows that the Employer 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 Employer has not corrected all violations, then it shall be regarded as “willful”, and he shall be made to pay the cost of the audit and also pay whatever items are applicable under the violation, plus six percent (6%) interest on the total amount of money involved.

Article 41

Grievance Procedure

- 41.1 For the purposes of this Agreement, a grievance is a difference or dispute between the Employer and the Union, an employee, or group of employees, concerning the interpretation, application or a claimed violation of a specific provision of this Agreement and the following shall be the exclusive method for the presentation and settlement of grievances.
- 41.2 A grievance may only be filed by the adversely affected employee(s) covered by this Agreement, except as provided by Paragraph 5 of this Article.
- 41.3 Prior to putting a grievance in writing, the parties will attempt to resolve grievances informally.
- 41.4 A Grievance shall be considered in accordance with the following grievance procedure. No grievance shall be considered which has not been presented at and in accordance with this Grievance Procedure.

Step 1 Within twenty-one (21) days after the employee knew or had reason to know of the incident giving rise to the grievance, the grievant must present the grievance in writing to the Employer. The Grievance shall state the contract provision(s) alleged to have been violated and the

specifics of the alleged violation. The Employer shall answer the Grievance, in writing, within ten (10) calendar days.

Step 2 If the Grievance is not resolved at Step 1, the Grievance must be presented in writing to the Employer within ten (10) calendar days after the Employer's response to the grievance at Step 1 or the date on which the response was due, whichever is earlier. The Employer may hold a meeting on the grievance within ten (10) calendar days after receiving it. The Employer shall answer the grievance, in writing, within ten (10) calendar days after a meeting was held or after receipt of the grievance if no meeting was held. Group or "class action" grievances may be presented at Step 2.

As an alternative to this Step 2 process described above, if the Employer and Union agree, any grievance other than a suspension or termination shall be heard at periodically scheduled meetings of the Union and the Employer to be held for such purpose, but in no event will such meeting be required to be held more often than once per month. If they are unable to resolve the issue, the Union shall notify the Employer in writing within ten (10) business days of the meeting that the Grievance will be moved to Step 3.

Step 3 If the grievance is not resolved at Step 2, the grievance must be presented to the Employer in writing within ten (10) calendar days after the Employer's response to the grievance or the date on which that response was due, whichever is earlier, to move the grievance to Step 3. The Employer shall hold a meeting on the grievance within ten (10) calendar days after receiving it. The Employer shall answer the grievance, in writing, within ten (10) calendar days after a meeting was held or after receipt of the grievance if no meeting was held. The Union

and the Employer may mutually agree to waive the time limits for holding a meeting or the holding of a meeting altogether at this Step.

Grievances concerning disciplinary suspensions and terminations may be initiated at this Step 3, but must be submitted in writing to the Employer within ten (10) days of the termination or suspension.

Step 4

- a. If the grievance is not resolved at Step 3, it must be referred to arbitration by the Union within thirty (30) calendar days after receipt of the Employer's response or date on which that decision was due, whichever is earlier. The parties agree to utilize a panel of Arbitrators listed below, and any others mutually agreed upon, to decide all grievances submitted to arbitration. The initial panel shall be: Michael Stutz, Harvey Shrage, James Litton, Roberta Golick, and Lawrence Holden. The Arbitrators shall be used in order of a rotating list, beginning alphabetically by last name. When a demand is made for arbitration, the moving party shall request date(s) for arbitration from the next Arbitrator in the panel. If the Arbitrator is not able to schedule a hearing on date(s) when the parties are available, within a reasonable period of time from the date of the demand, the moving party shall request date(s) for arbitration from the next arbitrator on the list. The parties will make every effort to have arbitrations scheduled as soon as practicable. A demand for arbitration must be served in writing by the Union to the Employer within this period as a condition for processing the demand, and must specify the specific contract Article(s) and paragraph(s) allegedly violated. If the Union and the Employer mutually agree, the grievance may be referred to arbitration at the Labor Connection or AAA rather than the panel.

- b. If the Employer or the Union raises an issue of procedural arbitrability, the Arbitrator, subsequent to his/her selection and at least two (2) weeks prior to any scheduled hearing, shall determine whether a separate hearing shall be scheduled for the Arbitrator to consider the issue of arbitrability only, unless otherwise mutually agreed in writing. The reason(s) why the grievance is allegedly not arbitrable will be stated in the Employer's Step 3 written answer. In the case of an Employer grievance, the Union's arbitrability challenge must be stated at the discussion between the Union and the Employer referenced in Paragraph 41.6. If an issue of arbitrability arises at Step 4 for the first time, the party raising the issue must notify the other party in writing within ten (10) calendar days of receipt of the demand for arbitration, and the Arbitrator shall determine whether or not to schedule a separate hearing as described above. Arbitrability issues raised in contravention of this procedure shall be deemed waived and under no circumstances may an arbitrability issue be raised for the first time at a hearing scheduled to decide a case on the merits.

Any hearing on arbitrability shall be conducted according to the American Arbitration Association's (AAA) rules on expedited arbitration. If the Arbitrator determines that the grievance is not arbitrable, the grievance shall be denied and it shall not be processed any further and no cancellation fees shall be incurred by either party. If the Arbitrator determines that the grievance is arbitrable, then a hearing shall be held for the Arbitrator to consider the merits of the grievance.

- c. The Arbitrator shall have the authority only to settle disputes arising under this Agreement concerning the interpretation and application of specific contract Article(s) and paragraph(s) allegedly violated and involving the facts of the particular grievance presented to him or her. The Arbitrator cannot amend, alter or modify the Agreement. The Arbitrator shall have no power to engage in any form of interest arbitration unless mutually agreed in writing. Only one (1) grievance may be submitted to and decided during a particular arbitration, unless mutually agreed in writing. The Arbitrator must render his or her decision within thirty (30) calendar days after the conclusion of the hearing or the submission of briefs, whichever is later. The decision of the Arbitrator shall be final and binding upon the grievant, the Employer and the Union. The cost of the arbitration assessed by the AAA and the fees of the Arbitrator shall be borne by the party against whom judgment is found.

For purposes of this Paragraph 4: (1) Step 1 grievances shall be presented to the designated immediate Supervisor; (2) Step 2 grievances shall be presented to the appropriate Site Manager or designated Supervisor; and (3) Step 3 and Step 4 grievances shall be presented to the Labor Relations, Human Resources Department or the Principal Officer of the Employer, or his/her designee.

- 41.5 Should a dispute arise between the Employer and the Union that both parties mutually agree to expedite the arbitration process, said dispute may be referred directly to expedited arbitration with the next arbitrator in the arbitration panel, or if the Union and the Employer mutually agree to the Labor Relations Connection rather than the panel. Union referrals to expedited arbitration under this provision may only be made by the

President or his/her designee. Employer referrals to expedited arbitration under this Article may be made by the designated representative of the Employer to the Union.

- 41.6 Failure of an employee or the Union to meet any time deadline at any step of this Grievance Procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits in this Article 41 – Grievance Procedure can be mutually waived in writing. If the Employer misses a response deadline set forth in this Agreement, the Grievance shall automatically move to the next Step, provided that the Union has otherwise complied with this Article.
- 41.7 An Employer grievance concerning the interpretation or application of the Agreement initiated by the Employer shall be discussed with the Union and may thereafter be submitted to arbitration by the Employer within thirty (30) days after the Employer knew or should have known of the grievance. The demand for arbitration shall be in writing and a copy shall be sent to the Union. The Employer shall not be required to adhere to the procedure in this paragraph or Article in the event of a violation of Article 34 – Strikes and Lockouts. Similarly, the Union may initiate a grievance concerning the interpretation or application of the Agreement in circumstances where an employee or group of employees, as contemplated in Paragraph 1 of this Article, cannot raise it. Failure to comply with the time limits or other strictures contained herein does not constitute such circumstances and this paragraph may not be used to cure substantive or procedural defects in grievances that could otherwise have been properly filed by an individual employee or group of employees. A Union grievance may be submitted to arbitration using the same procedure detailed above for Employer grievances.
- 41.8 An issue of fact as to whether or not any employee has violated this Agreement by instigating or participating in any strike or interference with work as set forth in Article 34 – Strikes and Lockouts, Paragraph 1 above, shall be arbitrable provided that the only issue to be decided by the Arbitrator is whether or not the employee

participated in the proscribed activity. In the event the Arbitrator finds that the employee did in fact participate, the Arbitrator shall have no power or jurisdiction to question, overturn or otherwise consider the kind or severity of disciplinary action taken against the employee.

Article 42

Major Offenses

42.1 While both the Employer and the Union subscribe to the just cause standard for employee discipline, in recognition that certain conduct is inimical to a safe, healthy and productive work place, the parties have identified and proscribed such behavior under the heading of Major Offenses. An employee who is guilty of a Major Offense shall be subject to immediate discharge with no recourse to the Article 41 – Grievance Procedure except on the issue of whether or not the employee actually committed the Offense. If, subsequent to termination, it is determined that the employee did not commit the offense alleged, the parties (Employer and Union or the Arbitrator) shall direct appropriate remedial and compensatory action. This Article does not apply to probationary (Article 43 – Trial Period) employees who may be terminated at the Employer’s discretion without recourse to the Grievance Procedure and it is not intended as a complete list of the offenses that may subject an employee to immediate discharge.

Major Offenses Are As Follows:

- a. Theft, conversion or unauthorized use or possession of Employer property, the property of a fellow employee or Supervisor, a tenant, a customer or visitor at the job site or member of the general public.
- b. Conviction or admission of any felony while employed by the Employer.
- c. Conviction or admission of sex offenses as defined by and enumerated in Massachusetts General Laws or other applicable law.

- d. Untruthful or deceptive reporting, verbal or written.
- e. Falsification of any document(s) completed by the employee in the course of his/her duties with the Employer.
- f. Use or possession of alcohol and/or illegal drugs while on duty or reporting for duty in possession or under the influence of alcohol and/or illegal drugs.
- g. Use of drugs or medication affecting proper performance of duties. Prescribed drugs or medication are excluded if management has been advised by the employee that he or she is under treatment.
- h. Serious acts of insubordination or physical violence (actual or threatened) toward other employees or Supervisors, tenants, customers, visitors at the job site, or members of the public.
- i. Possession of weapons, explosives or contraband on Employer premises.

42.2 The Employer shall take action to discipline an employee under Paragraph 42.1 of this Article within ten (10) business days after the Employer's Labor Relations Department, Human Resources Department or the Principal Officer of the Employer, or his/her designee, learns of the major offense.

42.3 Written reprimands and notices of disciplinary action shall be removed from the employee's file after twenty-one (21) months and cannot be used thereafter as part of disciplinary procedure provided such employee has not received any additional disciplinary action for the same, or a similar, infraction during those twenty-one (21) months.

42.4 All employees shall have the right to request the presence of a Union Steward during any investigatory meeting that the employee reasonably believes might result in discipline.

Article 43
Trial Period

- 43.1 The Employer shall have sixty (60) calendar days from the commencement of an employee's employment and sixty (60) calendar days from the date of his/her promotion or permanent transfer, as the case may be, within which to assess the ability of an employee to perform his/her duties. This period shall be considered a trial period, and the provisions of this Agreement provided under Article 41 – Grievance Procedure shall not apply to the employee during this trial period.
- 43.2 The Employer may discipline or discharge newly hired employees who have not completed the trial period set forth above for any reason without recourse by the employee or the Union to Article 41 – Grievance Procedure.
- 43.3 The Employer may discipline or demote newly promoted employees who have not completed the trial period set forth in Paragraph 43.1 above for any reason without recourse by the employee or the Union to Article 41 – Grievance Procedure.
- 43.4 This Article will not apply to any employee who has one (1) or more years of continuous seniority as defined in Article 26 – Seniority of this Agreement.

Article 44
COPE Fund Check-Off

- 44.1 The Company agrees to honor and to transmit to the Service Employees International Union, Local 32BJ American Dream Fund contribution deductions from the wages from employees who are Union members and voluntarily authorize such deductions in writing in accordance with applicable law. The deductions shall be in the amounts and with the frequency specified on the deduction authorization cards. The Union will furnish to the Employer the necessary authorization forms. The Employer agrees to transmit amounts deducted on or before the twentieth (20th) day of each month the

amounts deducted the previous month. These deductions shall be simultaneous with dues remittances and will be considered payroll deductions for purposes of this Article.

Article 45
Immigration

45.1 Recognizing that questions involving an employee's immigration/work status or personal information may arise during the course of his/her employment, and that errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control, the Employer agrees to the following procedure:

1. In the event an issue or inquiry arises involving the immigration status or employment eligibility of a non-probationary employee, the Employer shall promptly notify the employee in writing. The letter shall contain a concise statement of the issue and reference an employee's rights under this Article.
2. If permissible under applicable law and/or regulations, the affected bargaining unit member shall be afforded reasonable opportunity to remedy the identified problem or secure acceptable documentation demonstrating that the identified problem is in the process of review or correction before adverse action is taken. Any lawful changes in the employee's documentation or lawful correction in his/her social security number shall not be considered new employment unless there is a break in service. If the bargaining unit member does not remedy the issue or provide valid documentation, as referenced above within ninety (90) calendar days, the bargaining unit member may be discharged and the Employer shall have no further obligation to hold a bargaining unit member's position. An employee who does remedy the issue, provides valid documentation and is rehired by the Employer within nine (9) months of their discharge will not lose their seniority.

3. If the bargaining unit member obtains the valid documentation as referenced in sub-paragraph 2 above, when necessary, he/she will, consistent with the operational needs of the Employer, be permitted reasonable unpaid time off to attend relevant proceedings or visit pertinent agencies, for the purposes of correcting the identified problem, provided the Employer is given adequate notice of planned absences and verification of the appointments, hearings or other proceedings for which the time off is requested.
- 45.2 Upon request, the Employer agrees to meet with the Union and discuss the employee's issue/problem. When practicable, and permissible under applicable law and/or regulations, this meeting will take place before the Employer initiates any adverse employment action.
- 45.3 SSA No-Match or Other No-Matches: Except as required by law, neither a Social Security Administration "no match" letter nor a phone or computer verification of a no-match, shall not in and of itself constitute a basis for taking any adverse employment action against an employee, or for requiring an employee to correct the no-match or for re-verifying the employee's work authorization. Upon receipt of a no-match letter, the Employer shall notify the employee and provide the employee and Union with a copy of the letter. This provision does not relieve the employee of his or her legal obligation, if any, to correct information.

Article 46

Scope of Contract

- 46.1 This Agreement constitutes the entire Agreement between Employer and the Union arrived at as the result of collective bargaining negotiations. Except as provided in Article 33 – No Lowering of Standards, all prior or contemporaneous verbal or written agreements, understandings, or past practices, whether known or unknown, asserted or unasserted, between the Employer and the Union or the employees shall terminate upon execution of this Agreement.

- 46.2 The parties acknowledge that during the negotiations that resulted in this Agreement, each has had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the Employer and the Union voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time this Agreement was signed.
- 46.3 No amendment or modifications of this Agreement shall be valid unless it is agreed to by the principal officer of the Employer or his or her designee and the Union and reduced to writing.
- 46.4 The Employer shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement.

Article 47

Family Medical Leave Act

- 47.1 Under the Family and Medical Leave Act of 1993 (FMLA) eligible employees may receive up to twelve (12) weeks of unpaid leave during a twelve (12) month period for:
- a. The birth of a child.
 - b. The placement of a child with an employee for adoption or foster care.
 - c. Caring for a spouse, son, daughter or parent with a serious health condition.
 - d. An employee's own serious health condition.

47.2 In order to be eligible for leave under FMLA an employee must:

- a. Have been employed for at least twelve (12) months before applying for the FMLA leave.
- b. Have worked at least 1,250 hours during the twelve (12) months prior to requesting the leave.
- c. Provide medical certification issued by a health care provider of the employee or the employee's covered ill family member on Form WH-380 (available from the Employer).

Failure to submit the requested medical certification may delay the leave or preclude it from qualifying as FMLA leave.

47.3 If the FMLA leave is foreseeable then an employee is required to give the Employer no less than thirty (30) calendar days' prior notice. After notice is given, the Employer will request the medical certification described above and provide the employee with the necessary paperwork. Employees requesting leave are required to furnish the Employer with the requested medical certification within fifteen (15) calendar days. No employee should depart on a foreseeable FMLA leave without having submitted the required medical certification.

47.4 In the case of an emergency or other circumstance that results in an unexpected need for FMLA leave, an employee should notify the Employer as soon as practicable. Under no circumstances should an employee wait longer than two (2) working days to give notice. If an employee is incapacitated, this notice may be given by a family member or other responsible party. As with foreseeable FMLA leave, the Employer will request medical certification and the employee is required to provide it within fifteen (15) calendar days.

- 47.5 If this procedure is followed and an employee's leave is granted, the employee may be required to update the Employer regarding his/her condition and/or be asked to submit medical re-certifications to the extent permissible under applicable law. Additionally, employees returning from FMLA leave may be asked to provide a "fitness-for-duty" report before returning to work.

Article 48

Work Schedules, Changes in Assignments and Work Loads

- 48.1 In the event that the Employer plans to make a major change in the work schedule, change in the assignments or work load of employees who work in a commercial office building which results in a substantial reduction in the number of hours worked in the building or a reduction in the number of positions in the building, the Employer agrees to give written notice to the Union and meet with the Union to review and discuss the reasons for the changes in advance of implementing such changes. In the event that the Employer and the Union cannot meet within a reasonable time and in advance of the changes, the meeting shall be scheduled as soon as practicable. The Employer will consider in good faith any suggestions the Union has on other ways to achieve the objective of the planned changes.
- 48.2 Major changes in work schedules, assignments and workload shall include changes in the cleaning specifications of commercial office buildings that are 100,000 square feet or larger or in two (2) adjacent buildings which together are 100,000 square feet or larger and changes in the methods of operations which results in a reduction in force or hours of work. Major changes shall not include reductions due to vacancies if the reduction is proportional to the reduction in the space to be cleaned, minor productivity adjustments, transfers, individual reassignments and changes in buildings that are less than 100,000 square feet.
- 48.3 The Employer will explain the changes to the employees in a meeting prior to the implementation at which a Union Representative may be present if the Union so desires.

- 48.4 Any reduction in the total hours worked in a building will be reduced by the layoff or transfer of the least senior affected employees except for reasons beyond the control of the Employer such as a reduction in the total number of hours which is less than a full or part-time employee or conditions prescribed by the building owner/agent. A laid off or transferred employee shall be offered the opportunity to return if the number of hours cut is restored pursuant to the Seniority provisions of this Agreement.
- 48.5 The provisions of this Article shall in no way diminish, mitigate, or otherwise affect those rights as enumerated in Article 29 – Management Rights.

Article 49

Security Screening

- 49.1 In acknowledgement of the heightened security concerns common to the commercial real estate industry, the Employer and the Union agree to cooperate in complying with any and all security measures implemented by the Employer's customers.
- 49.2 All employees shall be subject to security background checks at any time based on a customer requirement. An employee shall cooperate with an Employer as necessary for obtaining security background checks. Any employee who refuses to cooperate shall be subject to termination. Employees who fail such security background check shall be subject to termination.
- 49.3 To this end, the Union agrees that current employees shall, as a condition of continued employment, execute a release authorizing the Employer or an authorized agent of the Employer to conduct an investigation into the following:
- a. Credit history, criminal history, verification of previous residence(s), employment verification(s), school references(s) and any lawful inquiries into immigration status.

The aforementioned sample release is annexed to this Agreement as Appendix "C".

- 49.4 The Employer shall notify the Union of any and all customer requirements for such security background checks and shall apply such requirements equally to all its employees working in the customer's building(s).
- 49.5 If the results of information gathered during such a security background check are such that they would cause the Employer to remove a bargaining unit member from or not allow them access to a customer's building(s) that member shall be informed of the results of the background check and given the opportunity to challenge the accuracy of that information.
- 49.6 The Employer will treat any and all information collected as a result of security screening or background checks as private information and utilize a secure storage procedure with access limited to the appropriate Human Resources personnel. The Employer further warrants that this information if retained will be kept in a manner to insure its privacy.
- 49.7 For the purpose of this provision, just cause to terminate an employee who has failed a security background check exists only if it is established that one or more of the findings of the background security check is directly related to his/her job functions or responsibilities, or that the continuation of employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public or constitute a violation of any applicable governmental rule or regulation. If the customer determines that the employee has failed a security background check, but the Employer lacks cause for termination under this provision, then the Employer shall transfer the employee to another location at the same rate of pay and comparable hours.

Article 50
Full-Time Jobs

50.1 Commencing on October 1, 2012, an orderly process for the creation and staffing of full-time positions at all commercial office building locations that are more than 450,000 square feet or larger, listed in Appendix “B” (the “Process”) will be continued. In addition, the Employer and the Union agree upon a certain guaranteed milestones in the establishment and creation of additional full-time positions.

50.2 For purposes of this Article, the following definitions shall apply:

- a. “Location” means a single street address.
- b. “Full-Time Job” means a job with a regularly scheduled workweek of more than twenty-nine (29) hours up to and including forty (40) hours on five (5) consecutive days.

50.3 A joint committee made up of Association members who are retained by Appendix “B” buildings and the Union shall be established and meet within three (3) months of October 1, 2016 in order to ensure the 680 full-time positions were created

"Tenant/Extra Work" is work that the Employer directly contracts with a tenant in the building location. Such Tenant/Extra Work is not included in the specification of the base building work as outlined in the tenant's lease.

50.4 The Association members who are retained by commercial office buildings as listed in the attached and revised Appendix “B” shall convert a total of 680 full-time positions as a minimum guaranteed requirement for the duration of the Collective Bargaining Agreement from October 1, 2016 through December 31, 2020. These full-time positions that will be converted during the term of the Agreement through attrition of part-time employees, transfers of part-time employees within a fifteen (15) mile radius of Boston City Hall and move-in of newly occupied space. These

positions will create a minimum guaranteed requirement of 680 full-time positions during the term of the Agreement. Existing full-time positions in commercial office buildings and those in State, County or municipal buildings shall not be counted in this total of newly created minimum guaranteed positions. Additional full-time positions above the minimum guaranteed number of 680 positions may also be created pursuant to the conversion process outlined in Article 50 – Full-Time Jobs through attrition of part-time positions and move-in of newly occupied space.

50.5 The implementation schedule shall proceed according to the following schedule:

- i). Buildings over 1,000,000 square feet shall be converted at the rate of five (5) new full-time positions each year annually and completed by December 31st of each year for a total of twenty (20) new full-time positions in each building by the end of 2016.
- ii). Buildings over 700,000 to 999,999 square feet shall be converted at a rate of four (4) new full-time positions each year annually and completed by December 31st of each year for a total of sixteen (16) new full-time positions in each building by the end of the term of 2016.
- iii). Buildings over 530,000 to 699,999 square feet shall be converted at a rate of three (3) new full-time positions each year annually and completed by December 31st of each year for a total of twelve (12) new full-time positions in each building by the end of 2016.
- iv). Buildings over 450,000 to 529,000 square feet shall be converted at a rate of two (2) new full-time positions each year annually and completed by December 31st of each year for a total of eight new full-time positions in each building by the end of 2016.
- v). In the event that a building completes the required minimum conversion of full-time positions in any given calendar year and there are additional full-time

conversions within the same calendar year, such additional converted full-time positions shall be credited towards the minimum requirements to reach 680 positions by the end of 2016.

vi). In the event that this schedule is not implemented, the issue will be submitted before the Arbitration panel. The Arbitrator's authority shall be limited to the implementation of the schedule and the sole remedy, if necessary, shall be implementation of the schedule.

50.6 All new commercial office buildings completed after October 1, 2012, in excess of 450,000 square foot buildings in the Central Business District of Boston and in Cambridge shall be staffed with full-time employees in compliance with the building owner's requirements. All new commercial office buildings completed after October 1, 2016 in excess of 400,000 square feet in the Central Business District of Boston and all new commercial office buildings in Cambridge in excess of 300,000 square feet shall be staffed with full-time employees in compliance with the building owner's requirements

50.7 All current full-time employees in the Central Business District employed as of September 30, 2012 who are receiving the Employer paid composite family health coverage plan from the Boston Building Services Health Fund shall continue to receive such coverage through December 31, 2016. All employees who are converted to full-time positions as of October 1, 2012 through December 31, 2016 shall be entitled to the employer paid single coverage from the Boston Building Services Health Fund consistent with Article 15 – Group Insurance Benefits. Commencing on January 1, 2017, the employees shall receive benefits consistent with Article 15 – Group Insurance Benefits from the 32BJ Health Fund.

50.8 Beginning January 1, 2017, all buildings in Appendix “B1” (original 47 buildings) shall convert one-half (1/2) of the remaining part-time positions (Remainder Part Time Positions) in the building to full-time positions by December 31, 2017. Beginning

January 1, 2018, all buildings in Appendix “B” (original 47 buildings) shall convert all of the Remainder Part-Time Positions in the building to full-time positions by December 31, 2018. In the event that a building completes the required minimum conversion of full-time positions in any given calendar year and there are additional full-time conversions within the same calendar year, such additional converted full-time positions shall be credited towards the second remainder half requirements

50.9 Effective January 1, 2017, all commercial office buildings in Appendix “B2” in the CBD of Boston and Cambridge shall follow the following implementation Schedule until fully converted:

- i). Buildings over 1,000,000 square feet shall be converted at the rate of five (5) new full-time positions each year annually and completed by December 31st of each year for a total of twenty (20) new full-time positions in each building by the end of 2020.
- ii). Buildings between 700,000 to 999,999 square feet shall be converted at a rate of four (4) new full-time positions each year annually and completed by December 31st of each year for a total of sixteen (16) new full-time positions in each building by the end of 2020.
- iii). Buildings between 530,000 to 699,999 square feet shall be converted at a rate of three (3) new full-time positions each year annually and completed by December 31st of each year for a total of twelve (12) new full-time positions in each building by the end of 2020.
- iv). Buildings between 400,000 to 529,000 square feet shall be converted at a rate of two (2) new full-time positions each year annually and completed by December 31st of each year for a total of eight (8) new full-time positions in each building by the end of 2020.

- v). Buildings between 300,000 to 399,000 of commercially cleanable square feet in Cambridge only shall be converted at a rate of one (1) new full-time position each year annually and completed by December 31st of each year for a total of four (4) new full-time positions in each building by the end of 2020. The conversion process shall begin once eighty-five (85%) percent of the commercially cleanable square footage is cleaned by a signatory contractor.
- vi). In the event that this schedule is not implemented, the issue will be submitted before the arbitration panel. The Arbitrator's authority shall be limited to the implementation of the schedule and the sole remedy, if necessary, shall be implementation of the schedule.

Employers may retain one (1) part time position in each fully converted building.

50.10 In addition to the above, the process previously established in 2007 will be continued as follows:

- a. To all commercial office building locations in the 2007 Appendix "B" that are 450,000 square feet or larger
- b. To all State Government Facilities
- c. To all Malls in the Central Business District

50.11 Within sixty (60) days following the effective date of this Agreement for the specific building location, all employees of that building location who desire a full-time job may sign the "Full-Time Register" for that building location. The building location's "Full-Time Register" shall be opened for additional applicant signatures from employees at that location for a sixty (60) day period on each anniversary date of initial open period during the term of this Agreement. The employees who sign the Full-Time Register within this period shall be offered the additional hours based on

descending seniority order provided they possess the necessary skills, ability and qualifications to perform the duties of the position.

50.12 On and after the effective date, when additional work hours become available at a specific location because of voluntary quits, increases in total scheduled staffing hours, or terminations from the building's staff, registered employees will be offered increases in hours as determined by the Employer to create full-time jobs to the extent feasible within the buildings current schedule of work by the Employer and in compliance with the buildings security codes, energy compliance and other customer requirements placed on the Employer. Full-time jobs will be structured by the Employer within the particular building's regular hours of work for janitorial services, as well as in compliance with the building's security codes, energy compliance and other customer requirements placed on the Employer

50.13 If there are no employees in the building's "Full-Time Register" who are willing to accept an offered full-time job, the Employer shall offer the position to an employee based on seniority who has signed the Company-Wide Register in the central office or if no qualified employee on the Register desires the position, then the Employer may fill the position with someone hired from the outside.

50.14 The employer will make best efforts to not lay off or terminate any employees as a result of the operation of this Article. The Employer shall notify the union of any employees offered a transfer pursuant to these provisions.

50.15 The Employer shall notify the Union of the list of people who have accepted the full-time positions and how this will affect the remaining employees.

50.16 The Central Business District shall encompass the following areas: Financial District, Downtown Crossing, West End, Back Bay, South End, Seaport, Government Center, and North End.

Article 51
Additional Hours

- 51.1 In the event that part-time Category “B” and “C” employees in a building 100,000 square feet or larger, but not including buildings scheduled for full-time conversion on Schedule “B”, resign or are terminated, the hours of such employees shall be divided up among the remaining employees, in order of seniority, until the part-time employees who wish to work additional hours receive five (5) hours per night or twenty-five (25) hours per week. This Section is contingent upon building security policies being adhered to as well as energy compliance and customer requirements.
- 51.2 Effective January 1, 2019, in all commercial office buildings 100,000 square feet or larger, not including buildings scheduled for full-time conversion on Schedule “B”, there will be a four (4) hour minimum per shift. The Employer may retain one (1) employee at a schedule less than four hours in each building. Prior to January 1, 2019, the Employer shall make good faith efforts to implement a four hour minimum shift by attrition (resignation or termination) subject to occupancy levels.

Article 52
Reduction of Hours

- 52.1 When there is a reduction in the number of hours in the building, the Employer shall reduce the number of positions by transferring or laying-off employees provided that the hours that are reduced are equal or greater than the average number of hours per shift.

Article 53
Duration of Agreement

- 53.1 This Agreement shall become effective October 1, 2016 and shall continue in effect until September 30, 2020, and thereafter from year to year unless changed or terminated, in writing, given by either party to the other not less than sixty (60) days

prior to the end of this Agreement or any subsequent year of the existence of the Agreement.

In Witness Whereof, we have hereunto severally set our hands and seals this _____ day of _____, 2016.

**Service Employees International Union,
Local 32BJ, AFL-CIO**

By: _____

Roxana Rivera

Title: Vice President

Date: 10/26/2016

**Maintenance Contractors of New
England (MCNE)**

By: _____

Jennifer Lourie

Title: President/Chair

Maintenance Contractors of New England

Date: 10/21/16

Appendix “A”
Wages

Duration: October 1, 2016 through September 30, 2020.

1. Metropolitan Boston

	Wage Increase	Category "A", "B" & "C"	Category "D"	Five (5) Year Employees
10/01/16		\$17.85	\$16.45	\$18.00
01/01/17	\$0.45	\$18.30	\$16.90	\$18.45
01/01/18	\$0.55	\$18.85	\$17.45	\$19.00
01/01/19	\$0.55	\$19.40	\$18.00	\$19.55
01/01/20	\$0.60	\$20.00	\$18.60	20.15

2. Suburban Area*

	Wage Increase	Category “A”	Category “B” & “C”	Category “D”	Five (5) Year Employees
10/01/16		\$14.19	\$13.94	\$13.69	\$14.09
01/01/17	\$0.40	\$14.59	\$14.34	\$14.09	\$14.49
01/01/18	\$0.40	\$14.99	\$14.74	\$14.49	\$14.89
01/01/19	\$0.45	\$15.44	\$15.19	\$14.94	\$15.34
01/01/20	\$0.50	\$15.94	\$15.69	\$14.44	\$15.84

*Suburban Area – An area to include those locations within a twenty-five (25) mile radius of Boston City Hall, excluding areas within a fifteen (15) mile radius of Boston City Hall, unless otherwise provided.

3. Malls, Outside of the Cities of Boston and Cambridge

	Wage Increase	Category “A”, “B”, “C” & “D”
10/01/16		\$12.45
01/01/17	\$0.35	\$12.80
01/01/18	\$0.35	\$13.15
01/01/19	\$0.40	\$13.55
01/01/20	\$0.45	\$14.00

4. Retail, Outside the Cities of Boston and Cambridge

	Wage Increase	Cleaner
10/01/16		\$11.45
01/01/17	\$0.35	\$11.80
01/01/18	\$0.35	\$12.15
01/01/19	\$0.35	\$12.50
01/01/20	\$0.40	\$12.90

5. New Bedford

	Wage Increase	Cleaner
10/01/16		\$11.76
01/01/17	\$0.30	\$12.06
01/01/18	\$0.35	\$12.41
01/01/19	\$0.35	\$12.76
01/01/20	\$0.40	\$13.16

6. Springfield

	Wage Increase	Full-Time Cleaner	Part-Time Cleaner
10/01/16		\$12.89	\$12.08
01/01/17	\$0.35	\$13.24	\$12.43
01/01/18	\$0.35	\$13.59	\$12.78
01/01/19	\$0.40	\$13.99	\$13.18
01/01/20	\$0.45	\$14.44	\$13.63

7. Westborough

	Wage Increase	Cleaner
10/01/16		\$11.90
01/01/17	\$0.30	\$12.20
01/01/18	\$0.35	\$12.55
01/01/19	\$0.35	\$12.90
01/01/20	\$0.40	\$13.30

8. Worcester

	Wage Increase	Cleaner
10/01/16		\$11.60
01/01/17	\$0.35	\$11.95
01/01/18	\$0.35	\$12.30
01/01/19	\$0.40	\$12.70
01/01/20	\$0.45	\$13.15

9. City of Providence, Rhode Island

	Wage Increase	Category “A”	Category “B” & “C”
10/01/16		\$13.15	\$12.65
01/01/17	\$0.35	\$13.50	\$13.00
01/01/18	\$0.35	\$13.85	\$13.35
01/01/19	\$0.40	\$14.25	\$13.75
01/01/20	\$0.45	\$14.70	\$14.20

10. Rhode Island Suburbs, Outside of the City of Providence

- a. For Buildings 50,000 square feet in size and larger

	Wage Increase	Cleaner
10/01/16		\$10.70
01/01/17	\$0.30	\$11.00
01/01/18	\$0.30	\$11.30
01/01/19	\$0.30	\$11.60
01/01/20	\$0.35	\$11.95

- b. For buildings that are less than 50,000 square feet in size and for route work, wage schedules will be mutually determined as the need arises pursuant to Article 7 – Wages, Paragraph 7.4 of the Master Agreement.
- b. For route work defined as bank branches, payment centers, retail outlets, facilities that are 10,000 square feet or less, wage schedules will be mutually determined as the need arises pursuant to Article 7 – Wages, Paragraph 7.4 of the Master Agreement.

11. Small Buildings

- a. For buildings that are 75,000 square feet or less in size and are currently not represented by the Union and are within a five (5) to fifteen (15) mile radius of Boston City Hall, the Employer may pay the rate established for the Suburban Area.
- b. For buildings that are 1000,000 square feet or less in size and that are currently not represented by the Union and are within a fifteen (15) to twenty-five (25) mile radius of Boston City Hall, the Employer may pay as follows::

	Wage Increase	Cleaner
10/01/16		\$12.10
01/01/17	\$0.30	\$12.40
01/01/18	\$0.35	\$12.75
01/01/19	\$0.35	\$13.10
01/01/20	\$0.35	\$13.45

12. Route Work

- a. Defined as bank branches, payment centers, retail outlets, facilities that are 10,000 square feet or less. The Employer shall pay per the following schedule.

	Wage Increase	Cleaner
10/01/16		\$11.65
01/01/17	\$0.30	\$11.95
01/01/18	\$0.30	\$12.25
01/01/19	\$0.35	\$12.60
01/01/20	\$0.40	\$13.00

13. Residential

- a. In the Central Business District of Boston, Longwood Medical Area, the Fenway and the City of Cambridge, the Metropolitan Boston rates will apply. In all other areas, the Suburban Area rates will apply in buildings with less than 400 units. In other areas within fifteen (15) miles of Boston City Hall with buildings of 400 units or more there is a sixty (\$0.60) cents premium added to the Suburban Area rates. The rates shall follow the increases in Appendix "A". In the event the Union achieves a sixty-five (65%) percent density of the market, the Employers agree to a re-opener on wages.

14. Public School Districts and Municipal Buildings Outside the City of Boston and Cambridge:

	Wage Increase	Cleaner
10/01/16		\$11.75
01/01/17	\$0.30	\$12.05
01/01/18	\$0.30	\$12.35
01/01/19	\$0.35	\$12.70
01/01/20	\$0.40	\$13.10

Appendix “B”

Buildings Subject to the Full-Time Jobs Conversion in Article 50

Appendix “B” – Buildings Over 450,000 for FT Conversion	
Over 1,000,000 SF	5 FT positions converted per year
700,000 - 999,999 SF	4 FT positions converted per year
530,000 - 699,999 SF	3 FT positions converted per year
400,000 - 529,999 SF	2 FT positions converted per year
300,000 – 399,000 SF (Cambridge Only)	1 FT position converted per year
2017: B1 List	Convert half of remaining PT
2018: B1 List	Convert remaining PT

Appendix “B1”

Location	Square Footage
John Hancock Tower	1,589,533
125 High Street	1,425,000
100 Federal Street	1,355,612
Prudential Tower	1,178,310
53 State Street	1,110,975
One Federal Street	1,105,064
One Beacon Street	1,100,000
One Financial Center	1,097,078
One International Place	1,025,000
100 Summer Street	1,020,062
One Lincoln Street	1,000,000
111 Huntington	931,000
225 Franklin	916,637
245 Summer Street	860,249
Copley Place	845,000

Location	Square Footage
60 State Street	823,000
101-75 Federal Street	811,000
100 Cambridge Street	796,000
One Boston Place	769,000
75 State Street	767,296
One Post Office Square	767,096
200 Berkeley	756,000
Technology Square, Cambridge	753,000
State Street Bank, Quincy	751,578
Two International Place	750,000
99 High Street	731,000
185 Franklin	730,000
Landmark Center	635,000
500 Boylston Street	610,000
Center Plaza	610,000
33 Arch Street	609,000
Lafayette Corp. Center	609,000
World Trade Center	590,000
28 State Street	580,000
World Trade Center West	566,213
280 Congress	553,837
10 Saint James Avenue	553,244
501 Boylston Street	530,000
275 Grove Street, Auburndale	524,887
601 Congress Street	520,000
222 Berkeley	520,000
150 Federal Street	518,000
101 Huntington Avenue	509,000
World Trade Center East	492,000

Location	Square Footage
451 D Street, East Boston	475,000
555 Technology Square, Cambridge	475,000
125 Summer Street	460,000

Appendix “B2”

Location	Square Footage
181 Massachusetts Avenue, Cambridge	550,000
50-60 Binney Street, Cambridge	541,000
250 Massachusetts Avenue, Cambridge	430,000
1 Main Street, Cambridge	305,000
101 Seaport, Boston	439,000
197 Clarendon Street, Boston	428,000
301 Binney Street, Cambridge	417,000
100 Binney Street, Cambridge	417,000
260 Franklin Street, Boston	414,000
265 Franklin Street, Boston	410,000
75-125 Binney Street, Cambridge	388,000
215 First Street, Cambridge	367,000
1 Memorial Drive, Cambridge	353,000
500 Kendall Square, Cambridge	349,000
101 Main Street, Cambridge	341,000
1 Broadway, Cambridge	335,000
225 Binney Street, Cambridge	305,000
675 W. Kendall Street, Cambridge	303,000
650 E. Kendall Street, Cambridge	300,000

Appendix "C"

Sample Release Authorization and Fair Credit Reporting Act Disclosure

(For Employment Purposes)

The applicant for employment acknowledges that this company may now, or at any time while employed, verify information within the application, resume or contract for employment. In the event that information from the report is utilized in whole or in part in making an *adverse decision*, before making the adverse decision, we will provide to you a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

Please be advised that we may also obtain an *investigative consumer report* including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your present and previous employers or references supplied by you. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the information requested.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, is available at the Federal Trade Commission's web site (<http://www.ftc.gov>).

By signing below, I hereby authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to the company or any of its affiliates or carriers. I acknowledge and agree that this Release and Authorization shall remain valid and in effect during the term of my contract.

For Maine and New York Applicants Only

Upon request, you will be informed whether or not a consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report.

Maine residents will be provided a copy of your rights under the Maine Fair Credit Reporting Act.

For Washington Applicants Only

The consumer reporting agency which furnished the report is _____;
Name of Vendor

for consumer compliance officer contact _____
Vendor's Phone Number

For California, Minnesota, and Oklahoma Applicants Only

A consumer credit report will be obtained through _____;
Name of Vendor

If a *consumer credit report* is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes _____ No _____
Initials Initials

If an *investigative consumer report* and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes _____ No _____
Initials Initials

***California applicants:** If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report).

Date: _____ Signature of Applicant: _____

Print Full Name: _____

(Continued on Page 2)

**Information for Processing of Background Screen Reports Only
(To be used for no other purposes)**

Full Name: _____

Date of Birth: ____ / ____ / ____ *

Social Security #: _____ - _____ - _____

Driver's License Number: _____ State of Issue: _____

Current Residence Address: _____
(Number and Street)

State	Zip Code
-------	----------

List of all Residence Addresses in Past Seven Years (attach additional sheets if necessary)

Please supply the following education information:

What was your name at the time of degree receipt? _____

Appendix “D”

Recognition Procedure for the State of New Hampshire

The Maintenance Contractors of New England, Inc. (MCNE) hereby agrees to grant the Union voluntary recognition for its janitorial operations in certain areas of New Hampshire referred to as zones and listed below based on a showing of majority support once the Union can demonstrate within the zone that 60% of the commercial contracted cleaning market for buildings over 50,000 square feet are serviced by signatories to the Agreement with the Union and the Maintenance Contractors of New England or by contractors who have agreed to a card check recognition based on a showing of majority support.

Once the Union has reached agreement concerning voluntary recognition with cleaning contractors who service 60% of the commercial contracted cleaning market over 50,000 square feet, the Employer will grant voluntary recognition to the Union for its locations after the Union presents a majority showing of interest through a card check demonstrating that 50% plus one of the employees have signed authorization cards. At all times the Employer shall remain neutral and the Union shall refrain from negative references to the Employer. The Employer shall notify the appropriate Supervisors of the purpose and spirit of this Article.

When the Union demonstrates that it has agreement concerning voluntary recognition from cleaning contractors which represent 60% of the contracted janitorial market herein defined the Employer agrees to remain neutral on the issue of unionization during the recognition process and to give Union Representative access to its employees either at the site or through a listing of employees which contain home addresses whichever is more practicable. Both parties shall cooperate in determining the appropriate access but in no case shall the Employer deny access to the Union. Upon notice to the Employer from the Union that it intends to organize a unit under this provision the Employer agrees to provide the Union within ten (10) calendar days all work locations covered by this Agreement in those jurisdictions along with the names of the employees, their work location and hours of work.

Upon a showing of authorization cards signed by 50% plus one of the employees of that unit, the Employer agrees to recognize SEIU Local 32BJ as the lawful representative of these employees.

Upon showing of the Union that it has achieved recognition for 60% of the designated contracted janitorial market the MCNE agrees to meet and negotiate a Collective Bargaining Agreement for these employees working in that zone only.

The Employer agrees to the following zones for the purpose of recognition under this Agreement:

- Zone 1: Office Buildings over 50,000 square feet in Portsmouth
- Zone 2: Office Buildings over 50,000 square feet in Manchester
- Zone 3: Office Buildings over 50,000 square feet in Nashua
- Zone 4: Office Buildings over 50,000 square feet in Merrimack

The Employer further agrees to grant recognition under these same terms for work performed on college campuses on a campus by campus basis.

The parties to this Agreement also agree to meet and negotiate neutrality card check procedures consistent with the principles of this Agreement for all other New Hampshire client sectors and markets upon request of either party.



MAINTENANCE CONTRACTORS OF NEW ENGLAND

Side Letter

Maintenance Trades

October 1, 2016

Ms. Roxana Rivera
Vice-President
Local 32BJ, SEIU
26 West Street
Boston, Massachusetts

Regarding: *Maintenance Trades*

Dear Ms. Rivera:

I am writing to confirm our discussions during negotiations for a new Collective Bargaining Agreement to replace the Master Agreement that expires on September 30, 2016. Local 32BJ SEIU (“Union”) has agreed to remove the classification of maintenance tradesmen from Article 3 – Recognition of the Collective Bargaining Agreement. In consideration, the members of the Maintenance Contractors of New England, Inc. (“Association”), have agreed to a voluntary recognition procedure which will apply to maintenance trades personnel who are not represented by another labor organization.

The members of the Association agree to grant voluntary recognition to the Union subject to a third party card check and mutual agreement upon the appropriate unit for employees who perform a maintenance trades function.

The members of the Association will not oppose the Union’s effort to organize the Employers’ non-union maintenance trades employees.

The members of the Association will provide access to the job locations of the Employers’ maintenance trades employees and information concerning employees’ home addresses, work shifts and dates of hire if access to the location is not practicable.

In the event that the Union attains a majority status in an appropriate unit, as evidenced through a card check, the Employer agrees to meet and negotiate a Collective Bargaining Agreement.

I trust that this accurately reflects our understanding in the negotiations concerning this issue.

Very Truly Yours,

Jennifer Lourie
President/Chair
Maintenance Contractors of New England



MAINTENANCE CONTRACTORS OF NEW ENGLAND

Side Letter

Composite Health Insurance Rate

October 1, 2016

Ms. Roxana Rivera
Vice-President
Local 32BJ, SEIU
26 West Street
Boston, Massachusetts

Regarding: *Composite Health Insurance Rate and Full-Time Work*

Dear Ms. Rivera:

During the negotiations for a successor Master Agreement the Association and the Union discussed the application of a composite health insurance rate which would provide family coverage for employees and a schedule to convert buildings in the Central Business District and the Metropolitan Boston area in excess of 450,000 to full-time work schedules in a listed Appendix to the Collective Bargaining Agreement. During the course of negotiations it was discussed what would happen in the event that an owner/agent wanted to have its cleaning contractors either provide family coverage or convert to a full-time work schedule.

This letter will confirm that if an owner/agent of a commercial office building outside of the Metropolitan Boston area, or in Boston in a building under 400,000 square feet or inside of Cambridge in a building under 300,000 square feet communicates in writing that it elects to have its contractor either provide family coverage through a composite rate or a full-time conversion schedule, the contractor agrees to comply with such request. The client's written communication shall be a signed authorization which shall be specific as to the site location which will be affected and the intent with respect to health insurance, full-time work or both.

I trust that this letter reflects our understanding on this issue.

Very Truly Yours,

Jennifer Lourie
President/Chair
Maintenance Contractors of New England