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Title: **Independent Walk-Up Apartment Buildings and Service Employees International Union (SEIU), Property Service Division, Local 1 (2005)**

K#: **7937**

Employer Name: **Independent Walk-Up Apartment Buildings**

Location: **Chicago IL**

Union: **Service Employees International Union (SEIU), Property Service Division**

Local: **1**

SIC: NAICS: **531110**

Sector: **P** Number of Workers: **1200**

Effective Date: **12/01/05** Expiration Date: **11/30/08**

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7937

1,200 workers

**AGREEMENT**

**between**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL NO. 1**

**Property Service Division**

**and**

**INDEPENDENT WALK-UP APARTMENT BUILDINGS**

**Covering Janitors In Walk-up Apartments**

**Effective December 1, 2005 - November 30, 2008**

52 pages

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## **PARTIES TO THE AGREEMENT**

This Agreement made and entered into as of December 1, 2005 by and between the SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL No. (The "Union") and \_\_\_\_\_ (The "Employer") acting for and on behalf of itself as Owner, Operator and/or as Managing Agent or Authorized Agent of the Owner and/or operator of the said premises, and is authorized to enter into this Agreement. It is intended that this Agreement shall constitute the Standard Agreement for Independent premises (as defined in Article II, Section 201c hereof) within the jurisdictional area of the Union (as defined in Article II, Section 201(b) hereof). This Agreement shall, in addition, be binding upon the successors, administrators, executors and assigns of the Employer of premises covered thereby whether such be voluntary or by operation of the law.

### **ARTICLE I**

#### **Effective Date and Duration**

**Section 101. Duration.** This Agreement shall become effective December 1, 2005 and shall remain in full force and effect until November 30, 2008, provided that this Agreement shall continue in full force and effect thereafter until terminated by either party giving to the other no less than sixty (60) days prior written notice of its intention to terminate the Agreement, which notice shall be delivered in person or sent by first class mail to the other party.

**Section 102. Termination.** In the event that a 60-day termination notice is sent by either party to the other pursuant to Section 101 hereof, the Employer and the Union shall each appoint a Committee to meet jointly and engage in collective bargaining negotiations. Such negotiations shall commence promptly. Unless extended by mutual agreement, such negotiations shall be concluded within 30 days after the first meeting of the Committee. Failure to reach an Agreement within the thirty (30) day period shall (unless the parties otherwise agree in writing) automatically terminate the Agreement at the conclusion of the sixty (60) day period or November 30, 2008, whichever date is later.

### **ARTICLE II**

#### **Definitions and Application of Agreement**

**Section 201.** The following terms as used in this Agreement, unless the context indicates otherwise, shall have the following meanings and the Agreement shall have the following application:



- (a) **"Notice" or "Notification"**. When required by an Employer, "notice or "notification" means written notice sent by first class mail to the Union at its main office at 111 East Wacker Drive, 25<sup>th</sup> Floor, Chicago, Illinois 60601. A copy by first-class mail shall be sent to the District Office of the Union, where such exists, in the district in which the premises is located. Failure to provide timely notice to the District office will not nullify the effect of providing timely notice to the main office of the Union.
- (b) **"Jurisdictional Area"**. The jurisdictional area of the Union shall include but shall not be limited to buildings and premises in Cook, Kane, DuPage, Will, McHenry, Lake and Kendall counties.
- (c) **"Premises"**. Premises means any building/s or/and any complex or any project of more than one (1) building, of up to and including three (3) stories in height, and any apartment or flat building of four (4) or five (5) stories in height of semi- or non-fireproof construction, in which there are one or more flats, apartments, or units, including private garages, stores, shopping centers, offices, and the like, and including all floors, hallways, stairways, basements, porches, approaches, yards, lawns and abutting sidewalks and parkways comprising the property in which employees covered by this Agreement perform services; provided, however, this Section shall not be construed to give the Union jurisdiction over any employees employed on the premises who are already represented by another union pursuant to an existing collective bargaining agreement.
- (d) **"Apartment" or "Flat"**. Apartment or flat means that part of the premises rented or occupied for private use by a tenant or other resident or used by the Employer.
- (e) **"Specified Premises"**. Specified premises in the case of each Employer means those premises which are listed on the Schedule/s supplied by the "Employer" and any supplement thereto and such additional premises of employers who hereafter authorize the Employer to act as their collective bargaining representative in respect to particular premises. For each such premises the Association or Employer will provide the Union with names and addresses of the Owner or Management Representative or Agent, the applicable federal employer identification number and the address of the premises. It is the understanding of the parties that without regard to whether or not a particular building is listed in the Schedule/s and any supplement thereto, this Agreement will also cover all premises:(1) which were covered under the Walk-Up Apartment Buildings Agreement of December 1, 2002 unless the Union was notified in writing prior to October 1, 2005 that the Owner of such premises did not desire such premises to be covered; and (2) which any Employer specifies or signifies is covered whether or not such

coverage is evidenced in writing, by practice or by other conduct, as in the case where, for example, an Employer recognizes the application of the Agreement by operating under its terms and by making contributions to the Local No. 1 Health Fund, Local No. 1 Pension Fund, and/or the Local 1 Training Trust Fund, or by any other conduct or action/s consistent with an affirmation of coverage of the premises by the Agreement. Notwithstanding the coverage by this Agreement of premises not listed in the Schedule/s, or supplement thereto, it is expressly understood that no premises are covered by this Agreement solely by reason of being owned, managed or represented by an Employer who maintains, operates, and/or controls "specified premises" as defined in this Section.

- (f) **"Employer"**. An Employer means an Owner and any other person designated by an Owner, whether acting as a Management Agent or Representative designated by the owners of a condominium or cooperative building, or in any other capacity, to maintain, operate and/or control "specified premises" of the Owner with the jurisdictional area of the Union, and to hire and direct employees to perform such "duties" covered by this Agreement in respect to such "specified premises", and/or to be responsible for the tenure, terms and conditions of such employment and/or the administration thereof. The term Employer includes but is not limited to: (1) all Employers covered under the Walk-Up Apartment Buildings Agreement of December 1, 2002 whether such coverage was signified in writing, in practice or by other conduct, unless the Union was notified in writing prior to October 1, 2005 that the Owner of the premises did not desire to be covered by this Agreement; (2) all other persons who agree to, adopt or assent to be covered by this Agreement whether signified in writing, in practice, or by other conduct; and (3) the Owner of any premises operated under this Agreement irrespective of the extent, if any, to which the Owner has retained or delegated to any management representative or agent or any other person any of the functions or responsibilities of an Employer. Each such management representative shall be deemed also to be acting for and on behalf of the Owner as a party to this Agreement in respect to the premises specified and such Management Agent or representative or other person hereby expressly warrants that in so doing it is fully authorized by the Owner to bind the Owner as a party thereto, and, upon written request, shall submit to the Union written evidence of such authorization to bind the Owner, but such management Agent or Representative is not bound with respect to any premises which are not "specified premises" solely by reason of its managing or representing premises which are "specified premises". For the purposes of this Agreement, the term "Owner" shall not mean the individual owners of a condominium or the individual shareholders of a cooperative building, but shall mean such person/s designated by and acting for and on behalf of such owners or shareholders collectively as in the case of Management Agent or

Representative or as the association, board, or other such body acting as an Employer in their stead. The term "Employer" shall include the successors, administrators, executors and assigns of the Employer.

- (g) **"Employee"**. An Employee means and includes persons employed by an Employer in the following classifications.
- (1) **"Head Janitor"**. Head Janitor means any employee engaged by the Employer to do the work and as a matter of routine to transmit the Employer's directions and instructions in respect to the performance of the work involved in the maintenance, cleaning, servicing, heating and operation of the premises, but such employee shall have no authority to hire, discharge, or otherwise discipline or reward other employees or to adjust their grievances or to recommend any action in respect to discipline or their status as employees or terms or conditions affecting their employment. An Employer may, however, authorize a Head Janitor in an emergency to direct the physical removal of any employee from the premises when the conduct of such person constitutes a hazard to the safe operation of the premises or the safety of its occupants.
- (2) **"Exclusive Service Head Janitor"**. This term refers to a Head Janitor who is employed to render services for an Employer exclusively in respect to premises at a specified location consisting of a single building or a single complex of buildings at such location and who is not permitted to service any other premises for any other employer or at another location.
- (3) **"Assistant Head Janitor"**. Assistant Head Janitor means any employee who is engaged by the Employer to assist the Head Janitor in the performance of his duties and responsibilities with like availability in respect to hours and emergency situations.
- (4) **"Non-Exclusive Service Janitor"**. This term refers to a janitorial employee who is engaged to perform services on a part-time and non-exclusive basis in respect to various premises which are usually operated independently of each other and who has no assistants or helpers working with him. Such an employee may be compensated by operation of the Rent-Roll Wage Computation Schedule of Section 601 of this Agreement. Such employees who are not compensated under such Schedule are referred to as a "Non-Exclusive Fixed Wage Janitor."

- (5) **"Helper A"**. Helper A means any employee engaged by the Employer to perform such duties with respect to the premises as are defined and enumerated in this Agreement.
- (6) **"Helper A Trainee"**. Helper A Trainee means any newly hired employee who is to be trained for a position as a Helper A and who has less than one year's previous experience in the industry as a Janitor or Helper A. The training period may not exceed 12 consecutive months. If the Helper A Trainee cannot satisfactorily perform the work of a Helper A at the end of the training period, the employee may be transferred to the classification of Helper C if such job is available.
- (7) **"Helper C"**. Helper C means any employee engaged by the Employer to perform such duties with respect to the premises as are defined and enumerated in Section 401(a) - (c) of this Agreement.
- (8) **"Helper C Trainee"**. Helper C Trainee means any newly hired employee who is to be trained for a position as a Helper C. The training period may not exceed 6 consecutive months.
- 9) **"Swimming Pool Attendant"**. Swimming Pool Attendant means an employee, including a lifeguard, who performs maintenance or cleaning services with respect to swimming pool operations in addition to other duties.
- (10) **"Maintenance Employee and Other Job Classifications"**. Such classifications cover employees engaged by the Employer, under such job title/s as the Employer may designate, to perform primarily and on a non-seasonal basis such duties as the Employer may require in respect to the physical care, maintenance and operation of premises other than or in addition to general janitorial or custodial services as defined in Article IV, Section 401 of this Agreement.
- (h) **"Apparatus"**. Apparatus means appurtenances, such as boiler, furnaces, gas and oil burners, electrical heat and other heating plant devices and mechanisms, incinerators, stokers, smoke abatement devices, pumps, refrigeration machines, air conditioning equipment, elevators, vacuum cleaners, motors and ash hoists which are permanently installed in the premises, garbage and refuse disposal equipment, and other like and related equipment, the operation of which constitutes an essential adjunct in the servicing of the premises and such other appurtenances which, if not usual to the servicing of premises, shall be agreed upon between the Employer and the Union.

- (i) **"Equipment"**. Equipment means appurtenances such as furnishings, carpets, cleaning devices, windows and door screens, storm doors and storm windows and similar articles commonly considered necessary to the furnishing and operation of the premises.
- (j) **"Gas, Electric or Oil Heat"**. Such reference means and applies only to premises heated with gas, electric or oil and operated with automatic controls.
- (k) **"Time Computations"**. All references herein to the number of days in computing time limitations shall mean calendar days, unless specified otherwise.

**Section 202. Permits for Temporary Employees.** All employees who are hired on a temporary or substitute basis as defined by this Agreement shall be required to secure a Union Permit.

### **ARTICLE III** **Union Recognition, Security, Hiring, Staffing**

**Section 301. Recognition.** The Employer recognizes the Union as the sole bargaining agent for the employees defined or otherwise referred to in this Agreement and shall bargain collectively with the Union as the exclusive collective bargaining agent for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment.

**Section 302. Union Shop.** All employees, as a condition of employment, shall be or become members of the Union on the 31st calendar day following the effective date of this Agreement or the 31st day of their employment, whichever is the later, and shall remain members of the Union in good standing during the life of this Agreement as defined by the Labor-Management Relations Act of 1947, as amended. For the purposes of this Agreement, Union membership shall mean only that the employee has tendered to the Union the lawfully required initiation fees and periodic dues uniformly required as a condition of retaining membership in the Union. The Employer shall discharge an employee for non-payment of Union initiation fees or dues ten (10) days after receipt of written notice by the Union that such employee is not in good standing. Said notice shall state that the employee has previously been given fifteen (15) days' written notice: (a) of the delinquency; (b) the amount and method of computation thereof; (c) that the employee is not in good standing; and (d) that discharge will result at the end of said fifteen (15) day period unless all arrears are paid. The Union will indemnify the Employer against all claims and costs incurred by reason of the Employer's compliance with this section. The Union reserves the right, at its option, to appear and defend all such claims whenever suit is brought against the Employer. Such discharge will not be subject to arbitration.

**Section 303. Dues Deduction.** The Employer shall deduct from the wages of employees who authorize such deductions in writing, monthly Union dues and initiation fees in advance, in the first pay period of the first month of each calendar quarter. Such deductions shall constitute Trust Funds and shall be forwarded to the Union within twenty (20) days thereafter. In the event such deductions are not paid to the Union within said period, the Employer be assessed interest on such deductions at the rate of one percent (1%) per month.

**Section 304. Cope Checkoff.** The Employer agrees to deduct and transmit to SEIU Local 1, on a monthly basis, contributions to SEIU COPE deducted from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. These transmittals shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

**Section 305. Vacancies and Hiring.** The Employer will inform the Union of all job vacancies and shall secure all employees through the Union to extent that the Union can promptly supply qualified employees, if available. The Union agrees to refer qualified employees on a nondiscriminatory basis.

(a) **Employees Information.** The Employer shall notify the Union of the names, addresses, social security numbers, classifications, dates of hire, and wage rates of all new employees within five (5) working days of their hire.

(b) **Probationary Employees.** Newly hired employees shall be considered probationary employees until they have completed a 90-day period of employment. The Probationary period may be extended upon good cause shown with the approval of the Union. The employee's obligation to pay Union dues in accordance with Article III of this Agreement arises upon completion of his initial thirty (30) calendar days of employment.

(c) **Employee List.** On or about December 1 and May 1 of each year, the Employer shall provide to the Union a complete list of all employees covered by this Agreement.

**Section 306. Union Visitation.** Any authorized representative of the Union shall be permitted to meet with any employee during working hours at the place of his employment; provided that there shall be no interference with employees' duties. Reasonable requests for visitation shall not be denied by the Employer.

**Section 307. Staffing.**

(a) On premises where one or more janitors are employed, at least one of such employees shall be classified as a Head Janitor, whether the employee shall be an exclusive or non-exclusive Head Janitor.

(b) The employment of employees in the classification of Helper C is subject to the following conditions:

- (1) No employee employed at the premises on the effective date of this Agreement may be terminated for the purpose of replacing such employee with a Helper C or Helper C Trainee.
- (2) For premises with 12 or fewer regular employees covered by this Agreement, the ratio of Helpers C to the entire janitorial staff shall be as follows:

<b><u>Total Janitorial Staff</u></b>	<b><u>Maximum No. of C's Allowed</u></b>
1	0
2	1
3	1
4	2
5	2
6	3
7	3
8	4
9	4
10	4
11	5
12	5

For premises with more than 12 regular employees covered by this Agreement, the percentage of Helpers C within the entire janitorial staff shall not exceed forty-two (42%) percent.

- (3) Where a Helper A or higher classified employee is discharged for just cause or leaves his employment voluntarily, such employee may not be replaced by a Helper C unless the formula provided herein is followed or after the negotiation with, and written agreement of, the Union. However, no presently employed Head Janitor, Assistant Head Janitor, Helper A or Helper A Trainee may be replaced by a Helper C or Helper C Trainee.

- (4) Any change in staffing pattern which increases the number of Helpers C at any premises shall be the subject of negotiation and written agreement with the Union.
- (5) Any negotiated reduction-in-force of any employee covered by this Labor Agreement shall be according to seniority as provided in Article V, Section 503 of the Agreement as presently amended. Any such employee covered by the Labor Agreement affected by such negotiated restaffing resulting in a reduction-in-force of employees and an addition of Helper(s) C shall be entitled to preferential hiring if such affected employee wishes to apply for said new Helper C position.
- (6) In cases of bona fide emergencies and/or vacation relief, a Helper C may occasionally perform duties outside the scope of the Helper C classification on the basis of seniority; provided, that the Helper C performing such other duties shall be considered a Helper A or a higher classification and shall be entitled to the applicable wages for such work performed, unless prior written agreement to the contrary has been reached with the Union. The Helper C will receive the higher classification wage rate after the fourth (4<sup>th</sup>) consecutive day is worked in such higher classification.
- (7) In cases of new buildings or other premises that have no prior established staffing pattern, only items 2 and 6 above shall be applicable.

(c) In the event of any controversy, determination of the number of employees necessary at any building or premises shall, at the election of the Employer or the Union, be a matter for arbitration under Article XV of this Agreement. In no event, however, shall arbitration apply at premises covered by this Agreement as of the date hereof in which not more than one (1) employee is employed, it being agreed by the Employer that in such cases, there shall be no diminution of the duties to be performed and no reduction in the staffing of such premises. Nothing in this Section shall affect the rights of the parties as set forth in Section 401.

(d) In the event the Head Janitor is unavailable for work for more than three (3) consecutive days, the employee temporarily assigned to perform the principal duties of the Head Janitor shall be paid at a rate not less than the minimum wage rate established for the Head Janitor under this Agreement, commencing on the fourth day of such temporary assignment.



**ARTICLE IV**  
**The Duties of the Employees**

**Section 401. Duties Covered.** It shall be the duty of the employee to safeguard the interest of the Employer in every possible manner, to render him efficient, capable and loyal service, and to maintain the premises, apparatus and equipment thereof and protect it against avoidable damage, loss and deterioration, and no lesser service shall be considered to be in harmony with the intent and spirit of the Agreement. The Employee shall be obligated to wear and use all provided safety equipment and maintain them in a reasonable fashion. All equipment purchased by the Employer must be returned to the Employer upon termination of employment. The employee(s) shall perform such work and duties as are necessary to carry out the intent and spirit of this Section and this Agreement. Employees shall be obligated to be on time for their shift. In respect to any premises, employees shall continue, if required by the Employer, to perform such duties as they have previously performed, subject to the agreement of the Union. It is further agreed that the employees will obtain all governmental certifications as mandated by law for performance of all duties of the employee's position. After two attempts (at the Employer's expense) to pass each educational criteria the employee will be responsible for the cost of any additional attempts and after the third or subsequent failure to pass the test the employee can be demoted or transferred by the Employer. In addition to these general duties, employees shall perform duties as set forth herein.

Helpers C and Helper C Trainee shall be responsible for the following duties:

- (a) Keeping the premises clean and in order and employing reasonable diligence in the removal of snow to afford ready access into and past the buildings and garages belonging to the premises.
- (b) Putting all ashes and other refuse into the receptacles provided by the premises for waste removal.
- (c) Sweeping and dusting vacant apartments or flats, common areas (including party rooms, swimming pools, locker rooms, laundry rooms, et cetera), keeping the plumbing fixtures, refrigerators and gas or electric ranges clean, and washing windows as often as may be necessary to keep the premises or flats in presentable condition for rental, provided that employees shall not be required or permitted to wash windows on the outside above the ground level. In cases where there is an abnormal tenant turnover so that the need to clean vacant apartments cannot be fulfilled within the scope of the employee's normal daily duties and would place an abnormal burden upon the employee, such employee shall either be scheduled on overtime for the completion of such work or shall not be required to perform all of the duties normally assigned by him in order that such work may be performed, it being understood that the basic principle shall be a fair day's work during a regular work day.

In addition to all the above duties of Helpers C, it shall also be the responsibility of Helpers A, Maintenance Employees, Assistant Head Janitors and Head Janitors to perform the following duties:

- (d) Keeping the premises supplied with hot water at all times; keeping the premises heated in the cooler months; keeping the premises cooled in the warmer months where central air conditioning has been supplied; performing routine maintenance and repair on central and individual air conditioning units owned by the Employers under this Agreement or, where previously authorized or performed, in respect to units located in condominium or cooperative apartments; and making the most effective and economical use of the fuel and supplies furnished for these purposes.
- (e) Giving such care to apparatus as may be necessary for its continuous operation and functioning, and conserving equipment and keeping it in good condition. Emergency repairs required to prevent immediate damage shall be performed.
- (f) Assisting in renting of vacant apartments, offices and garages or other vacancies on the premises by showing them to prospective tenants upon proper authorization by the Employer. Such showing of vacant premises shall be required only during the employee's regular working hours and, when deemed necessary, by appointment made and verified by the Employer. The Employer shall not use the employee's telephone number in any advertisement relating to rentals unless authorized by the employee. No employee shall be used to assist in the sale of any premises by showing it to any prospective buyer except when accompanied by a representative of the Employer, nor shall any employee make any statement to a prospective buyer concerning the occupancy or condition of the premises or the apparatus or equipment pertaining thereto.
- (g) In respect to work done by other workmen on the premises, the employee may be requested to observe the progress of the work, report thereon to the Employer and give his best opinion concerning the satisfactory performance of such work.
- (h) Putting up and taking down window and door screens, storm doors, and windows as the season requires or according to any local ordinance or regulation, and keeping such equipment in presentable condition and properly stored when not in use. In respect to storm windows, the Employer shall provide employees with such additional help as is reasonably necessary to aid and assist this work.

- (i) To supply hand tools at his own expense.
- (j) In addition to all the above duties, Head Janitors and Assistant Head Janitors shall be required to subscribe for telephone service at their place of residence and to pay for the cost of local calls. The Employer shall reimburse the employee for all calls made in the discharge of his duties for the Employer. The employee's telephone shall be listed in the telephone book. No reimbursement shall be made for calls which do not exceed the normal charge provided under the service subscribed to by the employee. To be entitled to reimbursement, the employee shall keep (and furnish upon request) a record of the telephone numbers called, the name of the party called, the nature of the call (i.e., supplier, contractor, tenant, etc.) and the date of the call.

**Section 402. Prohibited Work.** Employees shall not be required by an Employer:

- (a) To do work which will conflict with the recognized field of work of any other union except in cases of emergency or where the interest of the Employer will suffer from failure to have the work done at once, and except, further, as may be permitted pursuant to Subsection (d) of this Section 402.
- (b) To collect rents or manage the property.
- (c) To serve or deliver legal notices to tenants.
- (d) To perform duties not normally considered janitorial or custodial in nature, unless it is work which has been regularly performed in the past by employees on the premises to the knowledge and with the consent of the Union. An employer who desires an employee to perform special assignments in addition to his regular duties shall notify and discuss the work in question with the Union. The basis of compensation for such work, in addition to the regular wages due under this Agreement, shall be negotiated with the Union. In the event that the Employer and the Union disagree as to the appropriate wage after discussion, this wage dispute may be submitted to arbitration under Article XV of this Agreement.
- (e) To use their apartment as receiving rooms or to act receiving clerks, except in emergencies.
- (f) To hire, transfer, suspend, layoff, recall, promote, discharge, reward or discipline other employees or to recommend such action or to adjust their grievances. In no event shall a Head Janitor be either required or permitted to perform such supervisor duties, nor to prepare or execute a written recommendation that an employee covered by this Agreement is to be discharged, suspended, or otherwise disciplined.

- (g) To make up their regular work when they are taken away from their normal jobs to perform assignments or duties at the direction of the Employer, unless their regular work may be reasonably performed during their regular working hours or performed as overtime work upon agreement by the employee.
- (h) To utilize his or her spouse to perform or assist in the performance of the job, nor shall such work be permitted, except to take or transmit messages when the spouse is available.
- (i) To employ or to permit the employment of others to assist him in the performance of services under this Agreement. Nor shall any employee undertake to work for any Employer at more premises than can reasonably be serviced faithfully and efficiently in accordance with the provisions of Section 401 of this Article IV.
- (j) To take orders from any tenant or other person not expressly designated by the Employer to give orders, except in case of emergency.
- (k) Persons who are not members of the bargaining unit shall not be permitted to do unit work or work covered by this Agreement except in emergencies or when unit employees are not readily available.

**Section 403. Employee Obligations Upon Termination.** An employee shall give the Employer fifteen (15) days notice in writing before leaving his job. An employee who fails to perform his duties during the notice period shall be subject termination prior to the expiration of the notice period. If the employee finds it necessary to leave before the expiration of such notice period, he shall, with the prior approval of the Employer, furnish a temporary qualified substitute. If the employee fails to comply with this provision, except in emergency situations beyond the employee's control, the employee shall not be entitled to any vacation allowance to which he might otherwise be entitled. The Employer shall be entitled to employ temporary employees to carry on services until such time as a regular replacement can be engaged.

**Section 404. Obligation to Release Apartments.** An employee who is discharged for just cause or who quits shall vacate any apartment which has been furnished him under this Agreement not later than fourteen (14) days after notice or discharge or quit, unless extended by agreement, and shall, at that time, in addition, return to the Employer all keys, equipment or other property of the Employer for which the employee has signed as having received, excepting only such property as was necessarily expended in the course of employment. An employee who is discharged immediately, in accordance with Section 502, shall also vacate any apartment furnished under this Agreement not later than fourteen (14) days after the termination. The Union shall utilize its best efforts to require affected employees to comply strictly with this requirement.

**ARTICLE V**  
**The Obligations of the Employer**

**Section 501. General Obligations.** The Employer shall have the following obligations:

- (a) To pay the wages of employees in accordance with the basic wage scale and to provide for all other benefits established under this Agreement.
- (b) To furnish all supplies and materials necessary for the performance of the work.
- (c) To designate such supervisory persons from whom the employees shall receive orders.
- (d) To furnish uniforms if required by the Employer and to clean and repair them at the Employer's expense. However, it shall be the employee's responsibility to clean and maintain the uniform when the employee fails to return the uniform for cleaning in a timely manner.
- (e) The Employer shall provide the original pieces of safety equipment.
- (f) The Employer may prohibit the wearing of sandals, athletic shoes, open toed or other non-work related shoes by employees.

**Section 502. Discharges.** No employee shall be discharged except for just cause. In case of gross misconduct (including, but not limited to, dishonesty, insubordination and the like, willful destruction of the Employer's property, drinking alcohol on the job, possession or unauthorized use of controlled or illegal substances on the premises, or working under the influence of alcohol and/or drugs) employees may be subject to summary discharge without prior notice. Subsequent written notice of the discharge shall be provided to the employee and the Union within five (5) days of the discharge. In all other cases, all employees shall be entitled to fourteen (14) days written notice of discharge with a copy of such notice to be simultaneously sent to the Union. Failure to notify the Union in this regard shall nullify the notice to the employee. The notice shall state the reasons for the discharge and shall be signed by the Employer or his designated representative. In no event shall the notice be signed by an employee in the bargaining unit. Where the Union consents, the Employer may be permitted to pay the employee for the fourteen (14) days instead of keeping him on the job. However, where the employee is furnished an apartment, he shall be entitled to occupy the apartment for at least fourteen (14) days after the notice of discharge. During the fourteen (14) day period, the Union shall

investigate the reasons for discharge and may grieve the discharge pursuant to Article XV if it is of the opinion that the discharge was not for just cause. No employee shall be discharged while he is not at work due to vacation or illness. Except as otherwise provided herein, all monies due or which have accrued, including vacation or accrued vacation allowances and holiday pay, shall be paid to an employee within five (5) business days at the time of discharge. Where an employee is not entitled to fourteen (14) days notice of discharge under this provision, the employee shall nevertheless be entitled to a written notification of such discharge, including a statement of the reason/s for the discharge. Where it is not practical to give such notice prior to or at the time of discharge, it shall be given as promptly as possible but not later than five (5) days following the discharge, by certified mail, return receipt requested, or by fax.

In the event an employee is discharged immediately without fourteen (14) days notice, he shall nevertheless be entitled to occupy the apartment furnished him for a period of fourteen (14) days after the date of the immediate discharge.

**Section 503. Seniority.** (a) The term "seniority" shall mean an employee's length of unbroken service on the premises, by classification. An employee's seniority rights shall not be affected by a change in ownership or management of the premises so long as said employee remains in the employ of the new owners or managers.

No Employer shall transfer any employee to a different premises without the prior consent of the employee and notification to the Union.

Seniority shall not be broken except by (a) discharge for cause, (b) resignation, or (c) layoff for more than one year, except that employees having less than one year's service shall retain their seniority only for a period equal to their length of service.

Seniority rights shall not apply to temporary or relief employees.

**Section 504. Promotions and Transfers.** In the case of employees applying for transfers to a different shift within the same classification, the most senior applicant shall be entitled to any available opening. Within thirty (30) working days of any promotion or transfer under this section, the employee may be returned to his former position if he is unable to demonstrate the ability to perform the work or otherwise adequately meet the requirements of the new job or shift. The Employer shall provide notice to the Union at the time any job opening within the bargaining unit becomes available, in accordance with the terms of Article III, Section 304, and shall also notify the Union of any promotion or transfer of employees within the bargaining unit.

**Section 505. Layoffs.** Layoffs due to lack of work shall be in accordance with the length of service of the employees within each classification at the premises in which the employees are employed so that the employee with the least service in an affected classification shall be laid off first, except that a junior employee having special skills and qualifications not possessed by a senior employee may be retained without regard to seniority. The Employer shall give the Union and the employees affected not less than fifteen (15) days notice of any such layoff. Recall from layoff shall be in the reverse order of the layoff so that the employee last laid off in an affected classification shall be the first to be recalled for a maximum of one year after the most recent layoff.

**Section 506. Changes in Ownership and/or Operation-Successorship.**

- (a) **Obligations of Owner and/or Management Agent.** In the event of the sale, transfer, assignment or other change, in whole or in part, of the ownership or operation of any premises covered by this Agreement (whether voluntary or by operation of law), including changes incident to conversions to a condominium or cooperative form of ownership and operation, and including, also, a change in the Management Agent (s) or other person(s) acting for the Owner(s) or in the place or stead of the Owner(s) in the operation of the premises, it shall be the obligation of the Owner and/or Management Agent:
- (1) Prior to the date of any agreement for the sale, transfer, change of management representative or other change in the ownership or operation of the premises, to provide the successor owner, transferee, or assignee with a copy of this Agreement and to advise such person(s) in writing that the premises are subject to this Agreement and that its terms expressly provide that it is binding upon the successors, executors, administrators and assigns of the Owner and all other persons acting as or on behalf of the Employer in respect to the employees represented by the Union at the premises;
  - (2) To notify the Union in writing, not later than five (5) working days after the date of the agreement for sale, transfer, or other change in ownership or operation of the premises, that it has taken the action specified in paragraph (1) above, and provide the Union with the name and address of the successor Owner and/or Management Agent, as applicable.
- (b) **Compliance and Failure of Compliance.** An Owner or Management Agent, Representative or other person acting for or in place of the Owner in the management and operation of the premises who complies with the provisions of Paragraph (a) of this Section, shall not, following the effective date of the

change in ownership or management, be liable for any failure of any successor to adopt or abide by the terms of this Agreement. An Owner or Management Agent, Representative, or other person acting for or in place of the Owner in the management and operation of the premises who fails to comply with the provisions of Paragraph (a) shall be liable to the Union and the affected employee(s) for such damages as may have been sustained by them due to such failure.

- (c) **Accrued Liabilities.** Notwithstanding the provisions of Paragraphs (a) and (b) of this Section, in the case of any change in ownership or operation of the premises, the prior Employer(s) shall pay to each employee all wages and holiday pay, and to the Health Fund, Pension Fund, and Training Fund all contributions, which have accrued up to and including the last day of the Employer's control, possession, ownership, or management of the premises, and shall make such payment by no later than the effective date of such change. In the event that there is outstanding pro-rated vacation pay due and owing to employees at the premises on the date of such change, either (i) the amount of such pro-rated vacation pay shall be paid by the prior Employer on or before the date of the change, or, (ii) if the successor and predecessor Employers agree, the successor Employer shall pay the entire vacation amount due at the time the employee takes his vacation in accordance with the provisions of this Agreement, provided that the Union has been notified in writing of such agreement. The prior Employer shall remain liable for any and all employee benefits which have accrued up to and including the last day of the Employer's control, possession, ownership, or management of the premises, unless otherwise expressly provided in writing between the parties and notice thereof given to the Union.
- (d) **Rights Against Successors.** Nothing contained in this Agreement shall be deemed to limit or diminish in any respect whatsoever any rights which the Union may have for the enforcement of this Agreement against any transferee, assignee or other successor pursuant to applicable law and to pursue such rights before any court or other tribunal or in any proceedings permissible under law in addition to or as a substitute for arbitration under the provisions of this Agreement. In any event and notwithstanding any of the provisions of Article XIV, the Union shall have the right to engage in strike, picketing, or other lawful economic action against the transferee and/or against any successor management agent, representative or other person acting as an Employer who fails to recognize and to adopt this Agreement, but such action shall be limited by the provisions of Section 1404 of Article XIV.



**Section 507. Subcontracting.** Except as provided hereunder, no Employer shall subcontract to any person, in whole or in part, any of the work within the scope of this Agreement without the agreement of the Union which shall be evidenced in writing.

- (a) During the term of this Agreement, the Employer may contract for all or part of the cleaning services being performed or to be performed by employees within the jurisdiction of the Union, for new buildings and condominium conversions, provided that the Employer includes in its agreement with such contractor the following provisions:
  - (1) The contractor must observe the economic terms and conditions of this Agreement such as wages, hours, fringe benefits and other terms and conditions of employment applicable to cleaning personnel;
  - (2) All employees currently employed by the Employer shall be employed by the contractor as a continuing condition of any contract between the Employer and the contractor; and
  - (3) In the event the contractor shall not faithfully observe the terms of this Agreement, the Employer may terminate its agreement with the contractor upon 30 days notice, a copy of which shall be sent to the Union.

The Employer shall act as guarantor and be liable for compliance with all the terms and conditions of this Agreement and, in the event that the contractor shall fail to observe the terms of this Agreement, shall assume all the responsibilities and liabilities thereunder.

- (b) The Employer shall be permitted to hire a contractual cleaning company to perform a seasonal or temporary task which would otherwise be performed by a janitorial employee where such seasonal or temporary task cannot be completed by the regular janitorial staff within the normal working schedule, provided that:
  - (1) where such subcontracting will not be completed within two (2) weeks, the Employer shall provide the Union with prior written notice of such subcontracting and the dates on which such subcontracting will begin and end; or
  - (2) where such subcontracting will be completed within two (2) weeks, such notice will be given to the Union orally.

**ARTICLE VI**  
**Compensation and Hours of Employees**

**Section 601. Wages of Non-Exclusive Janitors on Rent-Roll Wage Computation Schedule.** The monthly wages on Non-Exclusive Janitors shall be determined and paid in accordance with the applicable Rent-Roll Computation Schedule contained in Paragraph (a) or Paragraph (b), as modified by the subsequent succeeding paragraph of Section 601.

(a) If Premises Heated by Gas or Oil Fired With Automatic Controls:

No. of Units	Percent of Rent Roll on Occupied Units	Additional for each Vacant Units
2 units	15.28%	\$6.18
3 units	14.00%	\$5.67
4 units	12.10%	\$4.89
5 units	10.95%	\$4.43
6/7 units	9.80%	See §601 (d)
8 or more	9.33%	See §601 (d)

(b) If Premises Constructed after December 1, 1960, Heated by Gas or Electric with Automatic Controls:

No. of Units	Percent of Rent Roll on Occupied Units	Additional for each Vacant Units
2 units	13.44%	\$6.18
3 units	11.97%	\$5.67
4 units	10.65%	\$4.89
5 units	9.62%	\$4.43
6/7 units	8.63%	See §601 (d)
8 or more	8.22%	See §601 (d)

(c) In premises having less than six (6) units, if the rent Roll averages \$200 or more per unit, then the wage rate shall be established by agreement between the Union and the Employer. In premises having six (6) or more units the Rent Roll Wage Computation Schedule shall continue to be applied up to an average of \$402.56 per month per unit. If the Rent Roll averages more than the foregoing amounts respectively, then the wages shall be established by agreement between the Union and the Employer. If they cannot agree, the

matter shall be subject to arbitration and the wages shall be established by the Arbitrator, pursuant to Article XV. In no case shall vacancies be used in computing average rentals.

- (d) The compensation with respect to vacant units in buildings of six or more unit shall be:
  - (i) For apartment having 3,2,1, or no bedrooms - \$3.86 per month.
  - (ii) For apartments having four (4) bedrooms - \$5.15 per month.
  - (iii) For stores - \$5.15 each.
- (e) In buildings where there are stores and apartments, the stores shall be considered the same as apartments for wage rate calculation purposes, but no rent in excess of \$180.00 per month for any single store shall be included in the Rent Roll.
- (f) Any such employee hired on or after December 1, 1987 shall receive wages twenty percent (20%) below the wage rates provided under the Rent Roll Wage Computation Schedule set out in subsections (a) through (e) of this Section 601. Employees employed prior to December 1, 1987 shall continue to earn the same wage rates as provided subsections (a) through (e) of this Section 601.
- (g) In no event shall an Employer discharge an employee who is subject to the Rent Roll Wage Computation Schedule set out in this Section 601 except for just cause. Any change be staffing resulting in hiring employees who will be subject to wage reductions as provided in subsection (f) shall be subject to negotiations and written agreement with the Union.

**Section 602. Wages of Non-Exclusive Fixed Wage Janitors, Including Condominiums and Cooperatives.** Effective December 1, 2005, the monthly wage rates for all non-exclusive fixed wage janitorial employees, including such employees at cooperative and condominium apartment buildings, shall be increased by 3.05% effective December 1, 2006 such wages shall be increased by an additional 3.15% and effective December 1, 2007, such wages shall be increased by an additional 3.25%. In the case of gross hardship, the increases to be effective may be the subject of negotiations with the Union. Such increases, however, shall not exceed the increases which would be applicable by operation of the Rent Roll Wage Computation Schedule. Vacancies in such jobs shall be filled at a wage rate not less than the minimum of the rate negotiated with the Union for that job in effect at that time except that the rate for the job in effect at that time shall not apply when it was negotiated in respect only to a particular employee upon special facts applicable to such employee and/or the duties to be performed which do not apply to the replacement for such employees.

**Section 603. Wages of Non-Exclusive Janitors at Condominiums and Cooperative Walk-Up Premises.** The wages of Non-Exclusive Janitors governed by the provisions of Section 601 (Rent Roll Wage Computation Schedule) who are employed at condominium and cooperatively-owned walk-up premises shall be computed by utilizing the rental value of comparable units in the immediate vicinity as a substitute for an actual rent roll.

- (a) **General Services.** In case where such employee was employed prior to December 1, 1978 and is not required to perform the duties referred to in Section 401(c) and 401(f) relating to the cleaning and showing of apartment units for rental purposes, the wages due to such employee under the Rent Roll Wage Computations Schedule of Section 601(a) or (b) may be adjusted down by not more than seven and one-half percent (7 1/2%). Such services performed by employees hired on or after December 1, 1978, shall be subject to a downward adjustment of ten percent (10%).
- (b) **Limited Service.** In cases in which an employee under Section 603(a) is required to perform the usual and customary janitorial duties referred to in Section 401(a),(b),(c),(d),(e),(f),(g) and (h), but only in respect to the common areas of the premises and to perform no services whatsoever inside of any of the apartment units (except in emergencies when necessary to protect common areas and property), the wages otherwise due to an employee hired prior to December 1, 1978 may be adjusted down by not more than an additional seven and one-half percent (7-1/2%) or a total of fifteen percent (15%). Such services performed by an employee hired on or after December 1, 1978, shall be subject to an additional downward adjustment of ten percent (10%) or a total of twenty percent (20%).
- (c) The wages of Non-Exclusive Janitors governed by the provisions of Section 602(Fixed Wage) who are employed at condominium and cooperatively-owned walk-up premises shall be as provided in Section 602 but may be subject to the same reductions as applies in respect to the limited services specified in Section 603(a) and (b) above; provided however, that in no case may the wages of a non-exclusive fixed-wage janitor be reduced below the wage which would be applicable if such janitor were governed by the provisions of Section 603. Such wages shall not exceed the amount due by application of the Rent Roll Wage Computation Schedule except that in no case shall the current wage of any employee be adjusted below what is permissible under Section 603 due to limited forms of service.
- (d) Deviations in respect to the services to be performed in special and non-usual cases and the compensation therefore shall be subject to negotiations between the parties which, if not resolved by negotiations, shall be subject to and determined by arbitration under the provisions of Article XV.

- (e) No employee may be terminated for the purpose of hiring a replacement at a lower adjusted rate than what is applicable to an employee who at that time is performing the same restricted duties.

**Section 604. Wages of Service Employees.**

**(a) Wage Scale and Rates.**

**(1) Establishment.** The wage rates for Head Janitors, Assistant Head Janitors, Helpers and other existing job classifications in which employees are presently employed have been negotiated and have become fixed contract rates applicable to such classifications. Such rates shall not be less than the minimum rates established for such jobs in this Agreement and may, in particular instances, be higher than the minimum rates. In no event shall existing rates which are higher than the minimum rate be reduced but, instead, shall be increased by the amounts specified in Subsection (a) of this Section 604. The increases shall not apply to Swimming Pool Attendants. The wage rates for such job classifications at premises not heretofore covered by this Agreement, or, if covered, for jobs not established at such premises, shall be the rates specified in this Agreement for such classifications or, where no fixed rate is established for a particular classification, shall be the rate established by negotiations between the parties, based upon the wages applicable to such jobs in premises of the same general type in the same general area. In respect to job classifications falling within Paragraph (a)(7) of this Section 604, it is recognized that no uniform rate for such job can be established in view of the non-uniform nature of their job content and it is, accordingly, agreed that the rate for each such job shall in each case be established by negotiations taking into account the particular duties to be performed by employees in each such job, provided that the negotiated wage rate for any Maintenance Employee shall not be less than the wage rate for a Helper A on the premises. Any controversy which arises in setting a wage rate under this Agreement which cannot be settled by negotiations shall be settled under the arbitration procedure set forth in Article XV.

**(2) Exclusive Service Head Janitors.** Effective December 1, 2005, the monthly wage of all Exclusive Service Head Janitors shall be increased by 3.05% over and above their monthly wage which was in effect as of November 30, 2005. Effective December 1, 2006, such employees shall receive an additional increase of 3.15% over and above their monthly wage as of November 30, 2006. Effective December 1, 2007 such employees shall receive an additional increase of 3.25% over and above their monthly wage rate as of November 30, 2007. The minimum monthly wage rate scale for Exclusive Service Head Janitors shall be as follows:

Effective December 1, 2005 the minimum wage scale for such janitors servicing premises shall range from a minimum of not less than \$3,625.22 to a minimum of not less than \$3,916.49. Effective December 1, 2006, the minimum monthly wage scale for such janitors shall then range from a minimum of \$3,739.41 to a minimum not less than \$4,039.86. Effective December 1, 2007 the minimum wage scale for such janitors servicing premises shall range from a minimum of not less than \$3,860.94 to a minimum not less than \$4,171.15.

**(3) Assistant Head Janitors.** Effective December 1, 2005, the monthly wage rate in effect for such employees shall be increased by 3.05% over and above their wages as of November 30, 2005, provided that the minimum monthly wage rate for such employees shall then be no less than 80% of the minimum monthly wage rate for the Head Janitor on the premises. Effective December 1, 2006, the monthly wage of such employees shall be increased by an additional 3.15% per hour, over and above their wages as of November 30, 2006, provided that the minimum monthly wage for such employees shall then be no less than 80% of the then applicable minimum monthly wage rate for the Head Janitor on the premises. Effective December 1, 2007 the monthly wage rate in effect for such employees shall be increased by 3.25% per hour, over and above their wages as of November 30, 2007, provided that the minimum monthly wage rate for such employees shall then be no less than 80% of the then applicable minimum monthly wage rate for the Head Janitor on the premises.

**(4) Helpers A.** Effective December 1, 2005 Helpers A shall receive a monthly wage increase of 3.05% over the wages which were in effect on November 30, 2005. No Helper A shall receive less than \$2,867.12 per month. Effective December 1, 2006 all such Helpers A shall receive an additional wage increase of 3.15% and the minimum monthly wage for such employees shall then be no less than \$2,957.43 per month. Effective December 1, 2007 all such Helpers A shall receive an additional wage increase of 3.25% and the minimum monthly wage for such employees shall then be no less than \$3,053.55 per month.

**(5) Helpers C.** Effective December 1, 2005, Helpers C shall receive a monthly wage increase of 3.05% and the minimum monthly wage scale shall be no less than \$2,352.82 per month. Effective December 1, 2006, Helpers C shall receive an increase in monthly wages of 3.15% and the minimum monthly wage for such employees shall be no less than \$2,426.93 per month. Effective December 1, 2007 Helpers C shall receive a monthly wage increase of 3.25% and the minimum monthly wage scale shall be no less than \$2,505.80 per month.

**(6) Non-Exclusive Fixed Wage Janitors and Other Employees Including Employees at Condominiums and Cooperatives.** Effective December 1, 2005, all Maintenance Employees, non-exclusive fixed wage janitors and all other employees (except swimming pool attendants) shall receive an increase of 3.05% over their wages in effect as of November 30, 2005, except that in the case of gross hardship the increase to be effective may be subject to negotiations with the Union. Vacancies in such jobs shall be filled at a wage rate not less than the minimum of the rate negotiated with the Union for that job in effect at that time except that the rate for the job in effect at that time shall not apply when it was negotiated in respect only to a particular employee upon special facts applicable to such employee and/or the duties to be performed and replacement for such employee. Effective December 1, 2006, all such employees shall receive an additional increase of 3.15% over their monthly wages in effect on November 30, 2006, and on December 1, 2007 all such employees shall receive an additional increase of 3.25%, except that in the case of gross hardship the increases to be effective may be the subject of negotiations with the Union. Vacancies in such jobs shall be filled at a wage rate not less than the minimum of the rate negotiated with the Union for that job in effect at that time except that the rate for the job in effect at that time shall not apply when it was negotiated in respect only to a particular employee upon special facts applicable to such employees and/or the duties to be performed and which do not apply to the replacements for such employee.

**(7) Maintenance Employees.** The monthly wage rate for any Maintenance Employee shall be negotiated between the Union and the Employer pursuant to subsection (b)(1) of this Section 604, provided, however, that in no event shall the minimum monthly wage rate for any Maintenance Employee be less than the wage rate for a Helper A on the premises.

**(8) Helper A Trainees.** The rate for a Helper A Trainee shall not be less than ninety percent (90%) of the then current minimum rate for a Helper A. The Helper A Trainee rate may not be effective for longer than the first 12 months of employment.

**(9) Helper C Trainees.** The rate for a Helper C Trainees shall not be less than ninety percent (90%) of the then current minimum rate for a Helper C. The Helper C Trainees rate may not be effective for longer than the first 6 months of employment.

(10) **Night Shift Premium.** Helpers who are employed on a shift in which the greatest number of working hours come within the period of 5:00 p.m. to 8:00 a.m. shall receive a premium of five percent (5%) over the regular rate for such jobs. Employees in other classifications falling within Subsection (b)(6) of this Section shall receive a premium of five percent (5%) over the regular rate for such jobs, provided that such night shift differential has not been expressly negotiated and added to the rate of such jobs.

- (b) **Parking Lots.** Effective May 1, 2000, with respect to all buildings having parking lots adjacent thereto, no additional compensation shall be required for servicing such lots. However, all employees hired prior to May 1, 2000 who have performed such services under the Agreement effective from December 1, 2000 through November 30, 2002 and who were paid additional compensation for such services shall continue to perform such services and shall continue to be paid such additional compensation.

**Section 605. Bonuses.** Any payments made by the Employer which are in excess of the wage rates established under this Agreement and which are made at its discretion shall be considered as bonus payments and shall not be considered as a part of the established wage rate hereunder for that employee; provided, however, that such payments shall not be deemed to be bonus payments unless made with the knowledge and approval of the Union. Bonuses shall apply only to the individual employees who are receiving them. Bonuses for such individuals shall not be reduced nor shall they be offset against any wage increases due under this Agreement. Bonus payments need not be included in computing sums due to the Local No. 1 Health, Pension, or Training Funds.

**Section 606. Living Quarters.**

**1. Exclusive Service Janitors.** In addition to the wages provided in this Article VI, Exclusive Service Head Janitors (and Assistant Head Janitors and other exclusive service employees for whom it has been negotiated or who are otherwise being so provided) shall be entitled to living quarters of at least a one-bedroom apartment as hereinafter provided in Subsection 2(e). No Exclusive Service Janitor shall have the right to refuse the occupancy of an apartment unless both the Union and the Employer have mutually agreed for good cause shown to excuse the janitor from such occupancy. In such event, or if an apartment is not available or not furnished to the janitor for good cause shown, an apartment allowance shall be negotiated in lieu of the apartment based on the average fair market rental for a one-bedroom apartment in this area.



**2. Non-Exclusive Service Janitors.** In addition to the wages provided in this Article VI, Non-Exclusive Service Janitors for whom it has been negotiated or who are otherwise being so provided, shall be entitled to living quarters rent-free, as hereinafter provided.

(a) Wherever basement or English basement apartments or flats exist in buildings consisting of twelve (12) apartments or more, one such apartment or flat is primarily intended for the occupancy of the janitor and his family as *living quarters rent-free*. Where any such apartment or flat is unoccupied or is occupied by other than the janitor of the building and shall become vacant or available, the Employer shall tender the use of one such basement apartment or flat to the janitor as living quarter for himself and his family rent-free irrespective of any previous waiver. If a janitor refuses to accept an apartment for his own occupancy, he shall receive the extra compensation provided for in paragraphs (c) and (d) below, and the Employer may rent out such apartment or flat by receiving permission from the Union and paying the scale for one additional rented apartment or flat. No Employer shall be required to furnish the janitor more than one apartment in any building regardless of the number of basement or English basement apartments or flats in the building. No Employer shall be required to furnish living quarters for any Helper or any relief janitor. No employee shall be entitled or permitted to sell, lease or sublease any apartment, or other space, parking space, amenity or privilege of the employee to a third party.

(b) All living quarters required to be furnished under this Agreement shall, in buildings constructed after July 1, 1967, include at least one (1) bedroom if there is such an apartment in the building.

(c) Where living quarters are not furnished or not accepted, the janitor shall be paid, instead, an allowance in the amount of \$2.50 per unit per month in all buildings of 18 or more units; \$1.50 per unit per month in all buildings of 17 units or less.

(d) All buildings constructed after May 1, 1965, of up to four or five stories in height and having 36 or more apartments shall provide free living quarters for the janitor; if such building contains less than 36 apartments, then the janitor shall be paid an allowance of \$3.00 per unit if he lives in the building, or \$1.50 per unit if he does not live in the building.

(e) The rent-free apartment furnished to a janitor shall be in good and habitable condition and shall be provided with such services as are customarily provided a tenant in the premises as part of such tenant's rent, including air conditioning. Such apartment shall be heated at the expense of the Employer and shall be decorated at least once every two (2) years at the expense of the Employer. In the event, however, that decorating services are

not provided to tenants, such janitor shall be provided with the necessary paint and other materials required to decorate the apartment and reasonable time off within which to perform that work. In any event, the apartment shall be decorated at the expense of the Employer when such janitor is replaced by another such janitor in the building. No Employer shall be required to furnish the janitor more than one (1) apartment as living quarters but such apartment shall include one (1) bedroom if there is such an apartment in the building. No employee shall be required to post a security deposit for an apartment. No Employer shall be required to furnish living quarters for any Helper or other classification of employees or for relief janitors. It is expressly agreed, however, that the cost or value of any living quarters, decorating or any other tenant services provided in accordance with this Agreement shall not be considered or included as part of the wages paid to any employee covered by this Agreement, but shall be deemed only to be in addition to such wages, and for the convenience of the Employer, nor shall the value of the living quarters be deemed, in whole or in any part, as an offset against overtime or any other pay which may otherwise be due to any employee.

(f) An employee who is provided an apartment under the provisions of this Agreement may be required to sign a lease if the Employer requests the employee to execute such a lease. However, such lease shall become operational and binding only on the effective date when the right to occupy the apartment as an employee expires. Upon termination of the employee's rights to continue the occupancy of the apartment, whether such termination of the employee's occupancy rights has been effectuated by discharge for just cause by the Employer or voluntary termination of employment by the employee, shall any lease, regardless of the date of such lease, become effective. Upon termination of an employee, who has not executed a lease, such employee's tenancy shall be considered month to month and shall be deemed covered by the terms and conditions of the most recent standard lease form used at the premises by the owner or manager. It is expressly understood that this Agreement takes precedence over such a lease and any provisions in a lease which are contrary to the provisions of this Agreement shall be invalid and unenforceable in a court of law or otherwise. No employee shall be entitled or permitted to lease out any apartment to which he may be entitled under the provisions of this Agreement. In the case where living quarters are provided which are in excess of what is required hereunder, a use and occupancy agreement may be entered into covering such an arrangement.

**Section 607. Work Week for Head and Assistant Head Janitors.** The regular work week for Head Janitors and Assistant Head Janitors shall consist of forty (40) hours per week arranged to provide such employees with time off from the premises consisting of 48 consecutive hours each week; provided, however, that if another employee is not

available for emergency service during such period either the janitor shall be available or provide a qualified substitute approved by the Employer as a substitute for such period at no cost to the Employer. Upon good cause shown and with the approval of the Union, the Employer may on a temporary basis adjust the regular workweek for Head Janitors and Assistant Head Janitors.

**Section 608. Work Week of Helpers and Other Employees.** The regular work week for Helpers and other exclusive service employees in other job classifications specified in Section 201 (g)(5), (6), (7), (8), (9), and (10) shall consist of five (5) consecutive days of eight (8) hours each comprising forty (40) hours per week. Upon good cause shown and with the approval of the Union, the regular workweek may be adjusted provided that all days within the regular workweek are scheduled to be worked consecutively.

**Section 609. Overtime.** Sections 607 and 608 above are intended only to establish the regular work week of the employees covered thereby and do not prohibit the Employer from scheduling reasonable mandatory overtime on the sixth and seventh day of an employee's work week. Hours worked in excess of forty (40) hours per week by employees in Section 607 of this Article shall be paid at the rate of one and one-half (1 1/2) times such employee's regular rate of pay. Hours worked in excess of eight (8) hours in one day (unless otherwise expressly agreed to by the Union) or forty (40) hours per week by employees in Section 608 of this Article shall be paid at the rate of one and one-half (1 1/2) times his regular rate of pay. In no event shall time off be substituted for overtime pay in any case. No employee may work overtime without authorization of the Employer except in the event of an emergency.

**Section 610. Wage Computations.** The regular hourly rate of the employees covered by this Agreement shall for all purposes including overtime, be computed by dividing the monthly rate by 173.33 hours. In no case shall time off or any other benefit whatsoever be substituted for overtime pay. The regular daily pay of an employee for an 8-hour day shall be equal to 4.62 percent of the monthly wage. The regular weekly pay for an employee for a 40-hour week shall be equal to 23.1 percent of the monthly wage. The regular bi-weekly pay for such employee shall be equal to 46.19 percent of the monthly wage. The regular semi-monthly pay for such employee shall be equal to 50.0 percent of the monthly wage.

**Section 611. Reporting Pay.** In the event any employee is called back to work for an emergency, the employee shall be paid for all time worked at the appropriate rate (including the overtime rate when required by Section 609) plus one hour at straight time as travel time if the employee does not live on the premises.

**Section 612. Maintenance of Benefits.** No benefits, privileges or other terms and conditions of employment heretofore in effect for employees covered by this Agreement which provide conditions more favorable than what is established under this Agreement shall be reduced or eliminated, but shall continue in full force and effect, except by express written agreement with the Union. This provision, however, shall not apply where such

benefits are in contravention of this Agreement or were established and applied solely in respect to a particular employee(s) based upon special facts applicable to such employee(s) and such facts do not any longer apply to such employee(s) or to the replacement for such employee(s).

**Section 613. Pay Discrepancies.** Employers will make there best effort to issue paychecks for pay discrepancies within two (2) business days after being notified by employee or Union.

## **ARTICLE VII**

### **Holidays, Vacations and Other Benefits**

**Section 701. Holidays.** All exclusive service employees at premises where more than one (1) employee is employed shall observe the following holidays, or the days on which they are legally observed, without loss of pay:

New Year's Day - January 1, 2006; January 1, 2007, January 1, 2008

Memorial Day - May 29, 2006; May 28, 2007, May 26, 2008

Independence Day - July 4, 2006; July 4, 2007, July 4, 2008

Labor Day - September 4, 2006; September 3, 2007, September 1, 2008

Thanksgiving Day - November 23, 2006; November 22, 2007, November 27, 2008

Christmas Day - December 25, 2005; December 25, 2006, December 25, 2007

Either Employee's Birthday or Martin Luther King's Birthday (at employee's option) -  
January 16, 2006; January 15, 2007, January 21, 2008

Three (3) Floating Holidays per contract year.

- (a) The Employer and the employee shall select the Floating Holidays and may agree to an alternate holiday in lieu of the Employee's Birthday/Martin Luther King, Jr's Birthday. Such employees, other than those engaged in a temporary or substitute capacity, when required to work on holidays shall receive one and one-half (1-1/2) times their regular rate of pay in addition to their holiday pay, except for the Employee's Birthday/Martin Luther King, Jr's Birthday, for which the employee shall receive straight time plus the holiday day.
- (1) If the holiday occurs on an employee's day off (except in the case of temporary or substitute employees) or while the employee is on vacation, the employee shall receive one day's pay for such holiday or an extra day's paid vacation as the case may be.

- (2) In the case of an employee working on a swing shift, if the majority of his hours fall on a holiday, he shall receive an extra day of pay for work on that day. When, however, one-half of the employee's hours falls on a regular day and the other one-half falls on a holiday, the day on which the employee starts to work shall determine whether or not it is a holiday.
  - (3) Regardless of the provisions of this Section 701, an employee shall not be eligible for holiday pay unless he has worked both the last scheduled day of his regularly scheduled workweek prior to the holiday and his first scheduled day of his regularly scheduled workweek subsequent to the holiday, unless the absence is excused for illness, injury or other bona fide reason.
- (b) In the case of Head Janitors or Assistant Head Janitors, the Employer may, in its discretion, in lieu of a designated holiday, give such employee alternate days off within one month of the holiday or add such days to his vacation period. If the Employer does not exercise this option, but requires the employee to be on duty on such holidays, the employee shall receive a total of 1-1/2 times his regular rate of pay in addition to his regular holiday pay for the holidays worked.
  - (c) The three (3) Floating Holidays are earned at the rate of one (1) for each four (4) months of employment. An employee who has not received the Floating Holidays provided herein during the contract year shall be paid for such holiday(s) and an employee who is terminated prior to having received the Floating Holidays specified in this Agreement shall be paid for such holidays as he has earned at the time of his termination. Such payments shall be at straight-time pay.
  - (d) In order to be eligible to receive Floating Holiday benefits under this Section, an employee must have been employed at the premises at least six (6) months.

**Section 702. Vacations.**

- (a) **Amount.** All employees with at least six (6) months of continuous service on the same premises, preceding June 1st of any year, shall be entitled to a vacation with pay according to the following schedule:
  - (1) Six months' service - One (1) week of vacation equal to 23.1% of the monthly wage.

- (2) For each full month of service in excess of the first six (6) months' service - One (1) additional work day of vacation but not more than a total of two (2) weeks for one (1) year of service. Each additional day's pay equals 4.62% of the monthly wage.
  - (3) One (1) year or more but less than three (3) years of service - Two (2) weeks of vacation equal to 46.2% of the monthly wage.
  - (4) Three (3) years or more but less than ten (10) years of service - Three (3) weeks of vacation equal to 70% of the monthly wage.
  - (5) Ten (10) years or more but less than twenty (20) years of service - Four (4) weeks of vacation equal to 93% of the monthly wage.
  - (6) Twenty (20) or more years of service - Five (5) weeks of vacation equal to 116% of the monthly wage.
  - (7) Twenty-five (25) or more years of service - Six (6) weeks of vacation equal to 139% of the monthly wage.
- (b) **Prorated Vacation Pay.** An employee with at least six (6) months of continuous service on the same premises whose employment terminates before he qualifies for his next vacation shall be entitled to prorated vacation pay equal to one-twelfth (1/12th) of his vacation pay for each full one (1) month of service for which he has not received prior vacation allowance credit whether or not such service precedes June 1st of any year.
- (c) **Scheduling.** Vacations may be scheduled at any time during the year as agreed between the Employer and employee. Vacation scheduling requests shall be granted in the order in which they are received. If vacation schedules are submitted at the same time, preference on the basis of seniority will be granted.
- (d) **Substitutes.** The Employer may hire a temporary or substitute employee for each employee on vacation so that the same number of employees in all classifications shall be maintained during vacations. On premises where no Helper is employed, the Union agrees to furnish, at the Employer's expense, a substitute employee in the classification of the vacationing regular employee.

### **Section 703. Leave of Absence**

**(a) Disability and Illness.** In the case of inability to work due to physical disability or illness, an employee shall be entitled to a leave of absence. In any twelve (12) month period, sick leave(s) shall not exceed the cumulative maximum of six (6) months after one year of service or, in the case of employees with less than one (1) year of service, the cumulative maximum of one-half (1/2) the employee's length of service except that this period may be extended in hardship cases by mutual agreement. An employee with a bona fide work related injury will be entitled to a maximum of one year leave of absence. If the employee occupies an apartment on the premises, the employee shall continue to live there rent-free during the leave of absence. In addition, the Employer shall continue to make payments to the Local No. 1 Health Fund, Local No. 1 Pension Trust Fund, and Local No. 1 Training Fund for an employee for the leave of absence period which is provided by this section; an Employer who voluntarily extends the leave of absence beyond the period required by this section is not obligated to continue making payments to the Funds during the period of such extension. An employee engaged as a substitute for the employee on leave shall not be entitled to an apartment, provided that if the Employer requires that the substitute live on the premises the Employer and the Union shall agree upon a suitable arrangement to accommodate the Employer's operating needs. Nor shall the Employer be required to contribute to the Local No. 1 Health Fund, Local No. 1 Pension Trust Fund, or Local No. 1 Training Fund on account of the employment of a substitute.

**(b) Family Medical Leave Act.** The provisions of this Section shall be interpreted and applied in conformance with all applicable requirements of the Federal Family and Medical Leave Act ("FMLA"). To the extent any provision of this Agreement or any policy or practice of the Employer is contrary to the FMLA, such provision, policy or practice shall be deemed modified so as to conform to the requirements of the FMLA. Only in the event an employee takes a leave of absence for which he/she is eligible pursuant to the FMLA and not pursuant to a specific provision of this Agreement, the employee must first exhaust all unused vacation time towards the twelve (12) week FMLA period.

### **Section 704. Sick Leave Pay.**

**(a) Regular Sick Leave.** All employees who have accumulated a minimum of six (6) months of service with the same Employer or his successor or predecessor shall be entitled to five (5) days of sick leave in each year of employment, measured from date of hire, without suffering any loss or reduction of earnings for bona fide illness preventing them from performing their job duties. Employees may carry over any unused sick days from year to year, up to maximum accumulation of fifteen (15) days. An employee shall notify the Union and his Employer promptly in order to be eligible for sick leave payments and shall, upon the request of his Employer, present medical evidence of his illness.

**(b) Disability Sick Leave.** In addition to regular sick leave provided under Section 704(a) above, an employee who meets all of the foregoing conditions of Section 704(a) shall also be entitled to receive up to 23 days of paid sick leave in each year of employment, measured from date of hire, for time during which he/she is unable to work due to bona fide disability, as evidenced by a written statement from his doctor, except that employees who have less than twelve (12) months of service with the same Employer or his/her successor or predecessor shall only be entitled to receive up to ten (10) days of paid disability sick leave. At the time of the request for sick leave, the employee requesting leave must provide a Medical Statement with the date of his/her expected return to work. Under this subsection, "bona fide disability" shall mean any verifiable medical condition which requires hospitalization, or outpatient surgery and shall not include routine illness. No leave days used under this Section 704(b) shall be deducted from any regular sick leave accumulated under Section 704(a) above. After an employee has used all available disability sick leave under this subsection, he/she may then convert any accumulated regular sick leave for use as disability sick leave.

**(c) No pyramiding.** An employee shall not be entitled to sick leave pay and disability payments under the state worker's compensations law for the same day of absence. If an employee received paid sick leave and subsequently received payment under worker's compensation for those same days, he/she must reimburse the Employer for the paid sick leave for which he/she was not entitled. The Employer may obtain such reimbursement through a payroll deduction plan.

**Section 705. Jury Duty.** Any employee who is called to jury duty and who loses time from his regular work week because of such duty will receive pay from the Employer in an amount representing the difference between his regular pay and the amount received by the employee while on jury duty, including time spent when qualifying as a juror; provided, however, to be eligible for such payment the employee must notify the Employer that he has been summoned for such duty within five (5) days after receipt of notice thereof and provided, further, that such payment shall not be due more than once during the term of this Agreement.

**Section 706. Bereavement Leave.** In the event of the death of an employee's spouse, parent, child, brother or sister, parent of current spouse, or other relative residing in the employee's residence, and upon prompt notice to the Employer, any exclusive service employee at premises where more than one (1) employee is employed shall be entitled to three (3) consecutive working days off with no reduction or loss in earnings.

**Section 707. Maternity Leave.** In the event of pregnancy, the pregnant employee shall notify the Employer and be entitled to a leave of absence. The maternity leave shall commence at a reasonable time prior to delivery and shall end at a reasonable time following delivery when she is medically able to return to work, such time to be established by her doctor subject to verification by a doctor selected by the Employer, as required by law.



**Section 708. Computation of Pay For Sick Leave.** Employees shall be paid their regular pay, calculated at one-fifth of the employee's regular weekly wage, for each leave day for which the employee is entitled to payment under this Agreement.

**Section 709. Official Union Leave.** An employee selected to represent the Union at conventions, conferences, collective bargaining, grievances and arbitration proceedings or other Union business, shall be granted a personal leave of absence (at no pay) based on the following employee classification and schedule:

Head Janitors: no more than ten (10) work days per contract year to carry out said business.

All other Employees: no more than twenty (20) work days per contract year to carry out said business.

Such leave shall require a thirty (30) day advance written notice to the Employer for Head Janitors requesting such leave and fourteen (14) day advance written notice to the Employer for all other employees requesting leave. Any building with three (3) or less employees shall be exempt from this requirement. Only one (1) employee per building will be granted a personal leave of absence to represent the Union at any one time.

## **ARTICLE VIII**

### **Adoption of Health, Pension Fund Trust, and Training Fund**

The Employer hereby adopts and subscribes as a party to the Agreement and Declaration of Trust, dated July 10, 1963, as amended, covering the Local No. 1 Health Fund, the Agreement and Declaration of Trust dated January 4, 1967, as amended, covering the Local No. 1 Pension Fund and Plan and the Agreement and Declaration of Trust, dated May 1, 1996 covering the SEIU Local No. 1 Training Fund, and agrees to and adopts, further, the appointment of the Employer Trustees of each of the Funds who shall from time to time be appointed as such in accordance with the terms of said Agreements and Declarations of Trust. The Employer agrees to pay the amounts of money which are required to be paid in Articles IX, X and XI of this collective bargaining Agreement relating to the Health Fund, Pension Fund and the Training Fund and to be bound by and be a party to the Trust instruments relating thereto and all amendments and revisions thereof from time to time hereafter made as if the Employer had signed the original copy of the said Trust instruments and amendments and revisions thereof from time to time made or to be made.

**ARTICLE IX**  
**Local No. 1 Health Fund Contributions**

**Section 901. Exclusive** For the period beginning December 1, 2005 and ending November 30, 2006, Employers shall contribute to the Local 1 Health Fund the sum of \$641.33 (six hundred forty one dollars and thirty three cents) each month on behalf of each regular full-time employee covered by this Agreement who is on its active payroll; provided, however, that Employer's contributions shall be prorated for those months in which such regular full-time employees begin working, cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Article VII, Sections 703, 707, and 709.

In the case of employees other than regular full-time employees, for the period beginning December 1, 2005 and ending November 30, 2006, Employers shall contribute \$3.70 (three dollars and seventy cents) for each paid hour of work performed by such employee.

**Non-exclusive** For the period beginning December 1, 2005 and ending November 30, 2006, Non-exclusive Employers shall contribute to the Local 1 Health Fund twenty-one percent (21%) of the monthly contract wage rate in effect at the beginning of each month for each employee of such Employer covered under this agreement. There shall be a cap of \$7,696.00 per year to be collected by the fund on each non-exclusive employee.

**Section 902.** For the period beginning December 1, 2006, and ending November 30, 2007, Employers shall contribute to the Local 1 Health Fund the sum of \$ 658.67 (six hundred fifty eight dollars and sixty seven cents) each month on behalf of each regular full-time employee covered by this Agreement who is on its active payroll; provided, however, that Employer's contributions shall be prorated for those months in which such regular full-time employees begin working, cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Article VII, Sections 703, 708 and 709.

In the case of employees other than regular full-time employees, for the period beginning December 1, 2006 and ending November 30, 2007, Employers shall contribute \$3.80 (three dollars and eighty cents) for each paid hour of work performed by such employee.

**Non-exclusive** For the period beginning December 1, 2006 and ending November 30, 2007, Non-exclusive Employers shall contribute to the Local 1 Health Fund twenty-one percent (21%) of the monthly contract wage rate in effect at the beginning of each month for each employee of such Employer covered under this agreement. There shall be a cap of \$7,904.00 per year to be collected by the fund on each non-exclusive employee.

**Section 903. Exclusive** For the period beginning December 1, 2007 and ending November 30, 2008, Employers shall contribute to the Local 1 Health Fund the sum of \$684.67 (six hundred eighty four dollars and sixty seven cents) each month on behalf of each regular full-time employee covered by this Agreement who is on its active payroll; provided, however, that Employer's contributions shall be prorated for those months in which such regular full-time employees begin working, cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Article VII, Sections 703, 707, and 709.

In the case of employees other than regular full-time employees, for the period beginning December 1, 2007 and ending November 30, 2008, Employers shall contribute \$3.95 (three dollars and ninety-five cents) for each paid hour of work performed by such employee.

**Non-exclusive** For the period beginning December 1, 2007 and ending November 30, 2008, Non-exclusive Employers shall contribute to the Local 1 Health Fund twenty-one percent (21%) of the monthly contract wage rate in effect at the beginning of each month for each employee of such Employer covered under this agreement. There shall be a cap of \$8,216.00 per year to be collected by the fund on each non-exclusive employee.

(a) For purposes of the foregoing, a "regular full-time employee" shall be defined as one who is normally scheduled to work 120 (one-hundred-twenty) or more hours within a calendar month.

(b) Paid vacations, holidays and funeral leave shall be treated as time worked. In the event an employee works during his or her holiday or vacation, one payment to the Welfare Fund is all that will be required.

(c) It is understood that the Welfare Fund confirms Participant eligibility on the basis of Employer contribution remittance reports and that prompt notification of termination of employment is necessary for the efficient administration of the Welfare Fund and the proper determination of eligibility and payment of claims. Therefore, it is agreed that, notwithstanding any other provision herein to the contrary, the Employer shall give written notification to the Local 1 Health Fund of the termination of employment of any employee within ten calendar days of such termination.

(d) The contribution to the Health Fund shall begin on the first day of an Employee's employment.

(e) The hourly contribution to the Welfare Fund shall not be paid for hours worked in excess of 40 hours per week.

#### **Section 904. Employee Co-payment**

(a) All employees who have elected "Plan A" coverage shall be required to make a co-payment of ten dollars (\$10.00) per month as of January 1, 2006, ten dollars (\$10.00) per month as of December 1, 2006 and twenty dollars (\$20.00) per month as of December 1, 2007 to supplement the Employer's contribution for continued coverage under the Local No. 1 Health Plan. Such co-payments shall be deducted from the employee's wages by the Employer on the pay period prior to the month for which contributions are due to the Health Fund. The Employer shall be responsible for the remittance of the employee's co-payment together with the Employer's contribution in advance each month. Such remittance shall be made no later than the 10th day of each month for coverage for such month.

(b) All employees who have elected "Plan B" coverage shall be required to make a co-payment of eighty dollars (\$80.00) per month as of February 1, 2006, eighty dollars (\$80.00) per month as of December 1, 2006, and ninety dollars (\$90.00) per month as of December 1, 2007 to supplement the Employer's contribution for continued coverage under the Local No. 1 Health Plan. Such co-payments shall be deducted from the employee's wages by the Employer on the pay period prior to the month for which contributions are due to the Health Fund. The Employer shall be responsible for the remittance of the employee's co-payment together with the Employer's contribution in advance each month. Such remittance shall be made no later than the 10th day of each month for coverage for such month.

### **ARTICLE X**

#### **Local No. 1 Pension Trust Fund Contributions**

**Section 1001. Exclusive** For the period beginning December 1, 2005, and ending November 30, 2006, Employers shall contribute to the Local 1 Pension Fund the sum of \$138.67 (one hundred and thirty eight dollars and sixty seven cents) each month on behalf of each regular full-time employee covered by this Agreement who is on its active payroll; provided, however, that Employer's contributions shall be prorated for those months in which such regular full-time employees begin working, cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Article VII, Sections 703, 704 and 707.

**Non-exclusive** – Employees who work in more than one building shall have their pension contributions divided evenly by the number of Employers they work for. The Funds administrator shall bill each Employer accordingly.

In the case of employees other than regular full-time employees, for the period beginning December 1, 2005 and ending November 30, 2006, Employers shall contribute \$0.80 (eighty cents) for each paid hour of work performed by such employee.

**Section 1002. Exclusive** For the period beginning December 1, 2006, and ending November 30, 2007, Employers shall contribute to the Local 1 Pension Fund the sum of \$156.00 (one hundred and fifty six dollars) each month on behalf of each regular full-time employee covered by this Agreement who is on its active payroll; provided, however, that Employer's contributions shall be prorated for those months in which such regular full-time employees begin working, cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Article VII, Sections 703, 704 and 707.

**Non-exclusive** -- Employees who work in more than one building shall have their pension contributions divided evenly by the number of Employers they work for. The Funds administrator shall bill each Employer accordingly.

In the case of employees other than regular full-time employees, for the period beginning December 1, 2006 and ending November 30, 2007, Employers shall contribute \$0.90 (ninety cents) for each paid hour of work performed by such employee.

**Section 1003. Exclusive** For the period beginning December 1, 2007, and ending November 30, 2008, Employers shall contribute to the Local 1 Pension Fund the sum of \$182.00 (one hundred and eighty two dollars) each month on behalf of each regular full-time employee covered by this Agreement who is on its active payroll; provided, however, that Employer's contributions shall be prorated for those months in which such regular full-time employees begin working, cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Article VII, Sections 703, 704 and 707.

**Non-exclusive** -- Employees who work in more than one building shall have their pension contributions divided evenly by the number of Employers they work for. The Funds administrator shall bill each Employer accordingly.

In the case of employees other than regular full-time employees, for the period beginning December 1, 2007 and ending November 30, 2008, Employers shall contribute \$1.05 (one dollar and five cents) for each paid hour of work performed by such employee.

For purposes of the foregoing, a "regular full-time employee" shall be defined as one who is normally scheduled to work 120 (one-hundred-twenty) or more hours within a calendar month.

**ARTICLE XI**  
**Health Fund Contribution Purposes**

The contributions provided for in Article IX are intended for the purpose of maintaining the same or substantially similar benefits as were available to the employees pursuant to the Fund plan as of November 30, 2005. No improvements in the plan of benefits or changes resulting in an increase in the Employer's contribution to the Local No. 1 Health Fund with respect to employees covered by this Agreement shall be made during the term of this Agreement.

**ARTICLE XII**  
**SEIU Local No. 1 Training Fund Contributions**

For the period beginning December 1, 2005 and ending November 30, 2008, Employers shall contribute to the Local No. 1 Training Fund the sum of \$8.67 (eight dollars and eighty seven cents) each month on behalf of each regular full-time employee covered by this Agreement who is on its active payroll; provided, however, that Employer's contributions shall be prorated for those months in which such regular full-time employees begin working, cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Article VII, Sections 703, 704 and 707.

In the case of employees other than regular full-time employees, for the period beginning December 1, 2005 and ending November 30, 2008, Employers shall contribute \$0.05 (five cents) for each paid hour of work performed by such employee.

Employees will only be eligible under this Training Fund contribution to enroll in module courses.

For purposes of the foregoing, a "regular full-time employee" shall be defined as one who is normally scheduled to work 120 (one-hundred-twenty) or more hours within a calendar month.

**ARTICLE XIII**  
**Health, Pension, and Training Funds**  
**Delinquent Contributions and Right to Audit**

**Section 1301.** The Employer recognizes the necessity of making prompt Health and Welfare, Pension, and Training Fund contributions to preserve the benefit standing of employees. If the Employer continues to be delinquent in making payments to either the Health and Welfare, Pension, and Training Fund for a period of twenty (20) calendar days after written notice of delinquency is given to the Employer, via certified mail, return receipt requested, or refuses to make available payroll records in accordance with Section 1302 of this Article, the Union may strike the Employer to enforce such payments or production of records without regard to the No-Strike clause in Article XIV or the Grievance and Arbitration procedure provided in Article XV. In addition, any Employer delinquent for more than 30 days after receipt of notice of delinquency in making required contributions to the Health and Welfare Fund, Pension Fund, or Training Fund shall be required to pay, in addition to the actual delinquent amount, interest at the rate of one percent (1%) per month thereon, and liquidated damages at the rate of two percent (2%) per month thereon, as well as accounting and attorney's fees and court costs, if any, incurred in effecting collection.

**Section 1302.** The Funds shall have the right to inspect payroll records of the Employer for the purpose of determining whether the Employer is complying with the provisions of this Agreement relating to the fringe benefit contributions being paid on behalf of employees covered by this Agreement. The Employer shall make such books and records available at reasonable business times and hours to the representatives or a certified public accountant designated by the Funds. If the audit reveals violations by the Employer in excess of ten percent (10%) of the required contributions for the period audited, the cost of the audit shall be borne by the Employer.

**ARTICLE XIV**  
**No-Strike and No-Lockout**

**Section 1401.** The Association and all Employers covered by this Agreement agree that there will be no lockouts during the term of this Agreement.

**Section 1402.** The Union agrees that, except as otherwise expressly provided in Section 1403 of this Article XIV, there will be no strikes, work stoppages, or slowdowns against any building covered by this Agreement during the term of this Agreement with respect to issues covered by this Agreement and it will not countenance or permit suspension of work or strikes by its members for any purpose whatsoever, and that its members will not suspend work or refuse to perform their regular duties or engage in any sympathetic strike. The Union agrees that it will promptly take reasonable steps to end any unauthorized strike or stoppage. If the Union promptly takes such action in good faith, the

Employer agrees that it will not bring any action against the Union in respect to any such concerted activity. It shall not be a violation of this Agreement nor cause for discharge or discipline for any employee covered hereunder to refuse to cross a lawful primary picket line or to refuse to perform work where such picket line has been authorized by the labor organization picketing. It is understood that an employee shall not refuse to perform his work under such circumstances until he has been advised by the Union that the picket line has been so authorized and has notified his Employer that he intends not to work.

**Section 1403.** Regardless of the provisions of Section 1402 of this Article, the Union shall have the right to picket, strike, or use other lawful economic means against any Employer or building by reason of the failure or refusal of the Employer to pay the contributions required to the Local No. 1 Health Fund, and/or Local No. 1 Pension Trust Fund, and/or the Local No. 1 Training Fund and/or the wages of any employee as is more fully provided by the terms of this Agreement, or refuses to arbitrate or mediate as provided under this Agreement, or, in the case of an Employer who is bound by this Agreement, fails or refuses upon request to execute an adoption of this Agreement in written form for the premises covered by it, or fails to comply with the terms of an Arbitration Award.

**Section 1404.** Any lawful strike, picketing or other economic means engaged in by the Union under this Article shall not take place at the premises of any other Employer who may be represented by the same Management Agent that represents the premises concerning which the Union has the primary dispute.

## **ARTICLE XV**

### **Grievance and Arbitration Procedure**

**Section 1501.** Employees within the first ninety (90) days of service (probationary period) shall be entitled to file a grievance for any violation of the Agreement, except for termination.

**Section 1502.** **STEP 1:** Should the Union or any employee covered by this Agreement have any complaint, grievance or dispute concerning or arising from the application of this Agreement or directly related thereto, the Representative of the Union (or designated representative) and the Employee shall meet and discuss the grievance, complaint or dispute with the Building Manager of the Employer (or designated representative) involved within fifteen (15) business days after the grievance, complaint or dispute arose. Failure to act within the time period specified waives the grievance.



**Section 1503.** **STEP 2:** If the matter cannot be settled in above manner (Section 1502. Step 1) within five (5) business days after the meeting, the representative of the Union shall reduce the complaint, grievance or dispute to writing, stating the nature of the dispute and the requested relief, and send a copy thereof to the Employer or its designated representative, requesting that the principal representative(s) of the Employer ( other than the representative of the Employer who participated in the Step 1 meeting) meet with a principal representative of the Union (other than the representative of the Union who participated in the STEP 1 meeting) within ten (10) business days to endeavor to settle the matter. Failure to act within the time period specified waives the grievance.

**Section 1504.** **STEP 2 A:** Should an Employer have any complaint, grievance or dispute concerning or arising from the application of this Agreement it shall have the right within fifteen (15) business days after the grievance, complaint or dispute arose to discuss the matter with a principal officer(s) of the Union to endeavor to settle the matter. Failure to act within the time period specified waives the grievance.

**Section 1505.** The Union or the Employer, as the case may be, within thirty (30) business days after completion of the Section 1503 or Section 1504 procedure, notify the other party in writing that it wishes to arbitrate the grievance, complaint or dispute. Such notice, in the case of the Union, shall be given to its President and in the case of the Employer, shall be given to its designated principal representative. The parties shall then attempt to agree within a period of five (5) business days, either party may apply to the Federal Mediation and Conciliation Service for a panel of seven (7) impartial arbitrators from which the parties shall select an arbitrator as follows:

- a) Either party shall have the right to strike the entirety of the first panel submitted by the Service and apply for a second panel.
- b) From the panel which is effective the parties shall, commencing with the party requesting arbitration, alternately strike off six (6) names. The remaining arbitrator shall be the arbitrator in the case.

**Section 1506.** The arbitrator may not alter, change or in any way expand or contract the provision of this Agreement. The decision of the arbitrator shall be final and binding on both parties and shall be enforceable in a court of law in accordance with state and federal law.

**Section 1507.** The fees and expenses of the arbitrator shall be paid by the party losing the Arbitration. All other expenses of the arbitration shall be assumed by the party incurring them.

**Section 1508.** If the parties are unable to resolve a complaint, grievance or dispute concerning the payment of wages or benefits (other than those benefits provided pursuant to the Health Fund, and Pension Fund), in lieu of arbitration pursuant to Section 1505 through 1507 of the Article, either party may apply to the Illinois Department of Labor, Conciliation and Mediation Division, for expedited mediation of the dispute. If the parties are unable to reach agreement on a resolution, the Mediator will be empowered to issue a final and binding resolution, which shall be enforceable in a court of law in the same manner and with the same effect as if the Mediator's resolution was an arbitration award.

**Section 1509.** Upon mutual written consent of the parties, time limitation contained in this Article may be extended.

#### **ARTICLE XVI** **Management Rights**

The management of the premises, the direction of the work force and the authority to execute all of the functions and responsibilities of management including, but not limited to, the right to schedule the work to be performed and the assignment of employees to such work, the control and regulation of all equipment and other property of the Employer, the determination, establishment and enforcement of reasonable published rules of safety and conduct, and the right to maintain discipline and efficiency of all employees, are all vested exclusively in the Employer, except that such rights, functions and responsibilities are subject to and shall not be exercised in such manner as to conflict with any of the provisions of this Agreement.

#### **ARTICLE XVII** **More Favorable Agreements**

**Section 1701.** No Employer covered by this Agreement shall bargain with or enter into any agreement with any employee/s covered by this Agreement independently of the Union and no agreement made by such Employer in respect to or on behalf of such employee/s with whomsoever made concerning wages, hours or other terms and conditions of employment as provided in this Agreement shall be valid or binding upon the Union unless a principal officer of the Union is a party thereto in writing.

**Section 1702.** Should the Union at any time during the term of this Agreement enter into a lawful agreement with any other Employer in respect to premises as defined in this Agreement which Agreement grants more favorable conditions in total to such Employer than those contained in this Agreement for the performance of the same work under the same conditions within the city limits of Chicago, such more favorable conditions shall, unless corrected by the Union within 90 days after notice thereof in writing is served upon a principal officer of the Union by an Employer whose premises are covered by this Agreement, be automatically allowed to every other Employer in respect to premises covered by this Agreement as of the date of such other agreement. The foregoing provision shall not, however, be deemed to apply in any case in which the Union enters into an Agreement with any Employer which provided for more favorable conditions provided that the Union notifies the Association of the fact and provided it with a copy thereof within 30 days after granting such more favorable conditions.

### **ARTICLE XVIII** **Wage Information**

The Employer shall, upon written request, promptly supply the Union with the name, address, classification, social security number, date of hire and wage rate of each employee covered under the terms of the Agreement and shall, in addition, promptly supply the Union with such wage and related information as may be necessary to comply with the law and/or to determine compliance by the Employer with the provisions of this Agreement. In the event of the imposition of wage controls during the term of this Agreement, the Employer shall cooperate fully with the Union to secure such approval of the economic provisions of this Agreement as may be necessary.

### **ARTICLE XIX** **American's With Disabilities Act**

In the event an employee requests a reasonable accommodation because of a mental or physical disability as defined by the Americans with Disabilities Act, the Employer shall attempt to provide a reasonable accommodation as provided by law. To provide such an accommodation, seniority shall not be applicable for any purpose except layoff and recall. Any dispute with respect to the Employer's or Union's compliance with this Article shall be subject to the grievance and arbitration procedure. However, the Union's decision in respect to the grievance and arbitration procedure shall not waive or affect the employee's right to seek additional remedies under any applicable federal, state, or local law.

**ARTICLE XX**  
**Nondiscrimination**

The Employer and the Union shall not discriminate against any employee or applicant for employment by reason of race, color, national origin, sex, age, religion, handicap, disability, military service (including the Reserves and National Guard), union membership or activity and shall in such respects comply with applicable state, local, and federal law. Any dispute with respect to the Employer's or Union's compliance with this Article shall be subject to the grievance and arbitration procedure. However, the Union's decision in respect to the grievance and arbitration procedure shall not waive or affect the employee's right to seek additional remedies under any applicable federal, state, or local law.

**ARTICLE XXI**  
**Severability**

In the event that any provision of this Agreement is held to be in violation of law, it shall be deemed to be of no force and effect, and this Agreement shall be construed as if such provision were not a part thereof, it being understood, however, that all other provisions of this Agreement shall not be affected thereby.

**ARTICLE XXII**  
**Execution**

IN WITNESS WHEREOF the parties hereto, being fully authorized, have hereto set their hands and seals effective as of December 1, 2005.

DATE: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL NO. 1**

By:  \_\_\_\_\_  
Thomas Balanoff, President