

**AGREEMENT**

**Contractor**

**BETWEEN**

**A**

**AND**

**SEIU LOCAL 1**

**For the period**

**August 1, 2018**

**Through**

**July 31, 2023**

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**WORKING AGREEMENT**

**BY AND BETWEEN THE**

**Contractor**

**and**

**S.E.I.U. LOCAL 1**

**COVERING WAGES, HOURS, AND**

**WORKING CONDITIONS OF WINDOW CLEANERS**

**for the Period**

**August 1, 2018 through July 31, 2023**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of August, 2018, by and between \_\_\_\_\_, hereinafter referred to as the EMPLOYER, and S.E.I.U., LOCAL 1, hereinafter referred to as the UNION.

The terms of this Agreement were negotiated through coordinated bargaining by a group of Contractors which included American National Skyline, Inc., Millard Chicago Window Cleaning, LLC, Service One, Inc., Superior Service Solutions, Inc., Donald Hamel Window Cleaning Company, ABM (hereinafter referred to collectively as "Coalition").

**ARTICLE 1**

**GENERAL CONDITIONS**

**1.1. Employer.** The term Employer shall be defined to include all individuals, co-partnerships or corporations engaged in the window cleaning industry, and hiring employees.

**1.2. Bargaining Unit Work.** No more than one member of any firm or corporation, whether owner, partner, officer, stockholder, or agent which employs more than one window cleaner shall be permitted to wash windows. In all shops employing only one person, the working Employer shall perform the same type of work as the employee, but shall not be permitted to work longer hours than his employee. If there is not sufficient work for both, then the employee shall be given preference.

**1.3. Union Right to Cancel Agreement.** The Union reserves the right to refuse or cancel an agreement with any Employer who does not meet the following requirements:

- a. Maintain an established shop at which the employees can report for work and at which there are adequate locker facilities for all employees.

- b. Fully licensed and bonded with the city of origin.
- c. Fully covered by compensation insurance and approved by the Illinois State Industrial Commission.
- d. Carry Public Liability Insurance.
- e. Furnish proof of adequate financial responsibility to protect any wages due employees.
- f. The Union and/or Safety Committee may inspect all equipment pertaining to window cleaning and may condemn any equipment found unsafe.

The Union will retain a copy of Insurance Certificates verifying the coverage outlined in 1.3 (b) (c) and (d). All Certificates on file must reflect current coverage.

**1.4. Seniority List.** Each Employer shall furnish the Union on a quarterly basis a complete list of all window washers employed on the 16th day of each month.

**1.5. Employment Reports.** The Employer must notify the Union immediately upon discharge of any employee or when an employee leaves the Employer's employment. All employees must report to the Union's office in person when being hired by an Employer. An Employer must notify the Union within two (2) working days if the person was not employed by the Employer.

**1.6. Successor Contractors.** Whenever an Employer takes over a job that is serviced by an employee covered by the terms of this Agreement, said employee shall maintain all seniority rights and accumulated seniority. The successor Employer, however, shall not be liable for any claims by the said employee arising out of his prior employment.

**1.7. Physical Examination.** The Employer has the right to demand that a new employee pass a general physical including screening for controlled substances before hiring, at the Employer's expense.

**1.8. General Conditions.** Within 10 days after execution of the new CBA, each party will provide the other with the name, telephone number and email address of the individual designated to receive all notices required under the Agreement. Any change in the designated person shall be given within three working days of said change.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**2.1. Rights of the Employer.** Except as otherwise provided in this Agreement, the Employer retains the rights and functions of management that it has by law. Without limiting the generality of the above statement, these rights include:

- A. Direction and arrangement of working forces, including the right to hire, suspend, transfer, relieve employees from duty and discharge for just cause including but not limited to:
  - a. intoxication;
  - b. diverting business from the Employer or soliciting business for himself or some other party on time while employed by the Employer;
  - c. performing work for themselves or some other party on the Employer's time;
  - d. failure to properly perform the work assigned;
  - e. dishonesty; false or inaccurate reporting of time worked;
  - f. drug abuse, including illegal drug use;
  - g. malicious destruction of property.
  - h. refusing to cooperate in requested drug or alcohol test.
  - i. possession of current illegal drugs and/or alcohol while working.
  - j. buying or selling of controlled substances and/or alcohol while working.
  - k. not wearing fall protection equipment on scaffolds or RDS equipment
  - l. The determination of services to be rendered, including the right to implement, modify, or abolish work rules. Union will receive employee rules and policies and a thirty-day notice of any change of rules and the right to grieve.
  - m. The maintenance of discipline and control and use of company property.
  - o. All discharges for just cause and disciplinary action for just cause of employees shall be the exclusive prerogative of management.
  - p. The right to establish quality standards and judgment of workmanship required. The continued failure of an employee to meet Employer quality standards will be considered just cause for discipline, including discharge.

- q. The employee will be subject to immediate discharge if employment was obtained on the basis of false or misleading information.
- r. Management has total discretion to unilaterally provide employees with certain benefits above and beyond the wages, hours, terms and conditions set forth in the contract. Providing such benefits shall not create any precedent or past practice, or rise to the level of a contractual privilege, and the employer can decide if and when it will provide such benefits to any employee.

It is further agreed that the above detailed enumerations of management rights shall not be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

**2.2. Drug Testing.** The Employer shall have the right to test employees for the use of illegal drugs or alcohol on a random basis. Employees who test positive for illegal drugs may, in the Employer's discretion and as a condition of continued employment, be referred to a rehabilitation program on a mandatory basis, at the employee's expense, and be required to document their successful completion of all required treatments. If an employee refuses treatment, they shall be terminated.

**2.3. Posted Rules and Regulations.** Reasonable rules and regulations for the conduct of business, as the Employer shall consider necessary and proper, which do not conflict with the terms and spirits of this agreement, shall be observed by all employees. Such rules and regulations shall be posted or made available to employees and employee will sign off and Employer will keep copy of such sign offs.

**2.4. Reporting Unlawful Activities.** The union and its members agree to report to the Employer acts of theft, hours reporting violations, damage, or the taking of the Employer's or its customer's property, materials or trade secrets. The union will assist the Employer in recovering items taken, to include sending a certified letter to the member notifying the member of any charges made by the Employer and send a copy to the Employer.

**2.5. Maintenance of Quality.** Both parties recognize that it is to their mutual interest and to the best interest of both the Employer and its employees to see that the quality of workmanship is maintained. The Union will encourage its members to attain these ends.

**2.6. Public Standing.** It is agreed that the Union, the employees and members of the management staff shall do everything within their power to conduct themselves individually and collectively so as to reflect favorably on the industry and to improve the public standing of the Employer, the Union, and employees.

**2.7. Labor-Management Committee.** The parties recognize the benefit of exploration and study of current and potential problems and differences by meetings of representatives of the parties and an exchange of views and information without the stresses and time limitation, which may exist at the bargaining table. Accordingly, the parties agree to establish a committee to function during the term of the labor agreement to develop approaches

and possible solutions to matters of vital concern both to the Employer and the Union. Consequently, a joint study committee is to be established as follows:

- A. The Employer and the Union agree to establish a joint study committee to study, explore and make recommendations to the parties during the life of this Agreement concerning labor relation problems referred to the committee by the parties.
- B. The committee shall consist of equal members from the Union and from the Employer, a number to be named later. The Employer to this Agreement shall have one seat on any Labor-Management Committee and be given notice of any meetings at which such committee shall meet.
- C. Persons from either party who are specialists in a subject under discussion may be brought into committee meetings by agreement of the co-chairmen.
- D. The committee's authority shall be limited to discussion, exploration and study of subject referred to it by the parties. Any committee recommendations to the parties are to be on a confidential basis.
- E. The committee shall have no authority to bargain for the parties on any issue, or to determine the disposition of any grievances, which the committee may review.
- F. Each party shall pay the expenses incurred by its permanent committee members.
- G. The meetings shall be scheduled once every 2nd month unless deemed necessary to meet more frequently if mutually agreed upon.
- H. The Union and the Coalition agree that in the month following the acceptance and ratification of the 2015-2018 contract, representatives of the parties will meet to formulate the criteria for the A-B-C rating system for all window cleaners. The following steps are to be taken by the Employer and the employee:
  - 1. Employer will rate their own window cleaners.
  - 2. If employee disagrees with the rating, he has the right to take the written, oral and practical tests that were developed by the Labor-Management Committee.
  - 3. If the employee still challenges the rating, he has the right to bring the matter before an arbitrator whose decision will be final and binding on both parties. All costs will be borne equally by the union and the Employer.

**2.8. Union Responsibility.** The Union will attempt to recover work lost to non-union employers whenever possible. Union will copy the Employer on all letters that the Union has written to management.

## **ARTICLE 3-RECOGNITION OF UNION SECURITY AND CHECKOFF**

**3.1. Recognition of Union.** The Employer recognizes the Union as the sole and exclusive bargaining agent for all window cleaners in their employ and the work covered by this bargaining unit. This Agreement shall include, but shall not be limited to, the washing of both inside and outside surfaces of windows, glass cases and all other surfaces and all other work both inside and outside any building on which the employee works which is incidental to the cleaning of window surfaces.

### **3.2. Recognition**

- A. The Union recognizes the Coalition as individual window cleaning employers engaged in coordinated bargaining. No employer has delegated bargaining rights to the Coalition and the Coalition does not have the authority to act on behalf of any employers other than those identified above as participants in the Coalition.
- B. **Recognition of Independent Employers.** The union recognizes that there are window cleaning Employers operating within the geographic jurisdiction of SEIU Local 1, who are not members of the Coalition and who have not authorized the Coalition to be their agent or act on their behalf. The Union and the Coalition recognize that the Union may enter into individual agreements with such Independent Employers.

**3.3. Union Security.** It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed, shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union. Membership as provided herein only requires the payment of dues and initiation fees.

**3.4. Dues Check-Off.** The Employer recognizes the right of employees to authorize deductions or check-offs from their accrued wages to cover the expense of Union membership. This authorization must be in the nature of a written assignment in form conforming to all applicable laws. The check-off must be voluntarily signed by each employee and may cover only Union initiation fees and dues. Check-off authorizations must be procured by the Union and delivered to a proper official of the Employer.

The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls. The Union shall be solely responsible for ensuring that all such electronic authorizations are fully compliant with State and Federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to

COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "authorization" for purposes of this Agreement.

The Employer agrees that it will deduct from the pay check of each employee who has signed a check-off authorization during the first month of each quarterly period, namely January, April, July and October, dues, initiation fees, and assessments. Remittance of these deductions shall be forwarded to the Union Office before the last day of each month as is so designated above.

**3.4(B) Employment Reports/Notice of Hiring/Failure to Give Notice.**

- A. Employers who fail to notify the Union of the hiring of new employees pursuant to Section 3.3 of this Agreement shall be issued a written warning for each person so employed for whom the required notice was not given for the first offense, for each person so employed for whom the required notice was not given. If the same Employer fails to give the required notice for a different employee a second time within the same calendar year, the Employer shall pay liquidated damages in the sum of \$20.00 for each person so employed for whom the required notice was not given, and \$40.00 for each additional new person so employed for whom the required notice was not given for the third time within the same calendar year.
- B. In the event the failure of such notification extends beyond an additional thirty (30) days after written warning by the Union is given, the liquidated damages shall be \$75.00 for each person so employed for whom the required notice has not been given. For each successive thirty (30) day period there will be an additional liquidated damages of \$75.00.
- C. Such damages as assessed or awarded are to be paid within ten (10) days from the date of assessment or award.
- D. Such damages as assessed or awarded are to be paid to the Union.

**3.5. Indemnification.** The Union agrees to indemnify and hold harmless the Employer against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken by any person pursuant to 3.3 and/or 3.4.

**ARTICLE 4**  
**WAGES**

**4.1.** Wages will be based on A-B-C classifications. The Employer will rate their window cleaners based on the six categories of expertise. Ratings must be given to union. See article 2.7.H 1-3 for disputes in rating.

These classifications are:

- 1) Powered scaffolds and pedestrian canopies
- 2) Rope Descent Systems (RDS) and/or Industrial Rope Access (IRA)
- 3) Extension and section ladders
- 4) Manlifts, boom lifts and rolling tower scaffolding
- 5) Poles
- 6) Cleaning solutions/chemicals

An "A" card employee must be proficient on all 6 categories.

A "B" card employee must be proficient in 5 of the 6 categories.

A "C" card employee must be proficient in 3 of the 6 categories

One of the following methods listed below shall be an acceptable method for the contractor to establish a journeyman's A-B-C rating classification.

A. The Contractor will provide an in-house test approved by the Union, which shall determine the A-B-C rating status. The window cleaner must also be able to show "hands on" knowledge of the equipment.

B. The Contractor shall furnish the International Window Cleaners Certification Institute's (IWCCI) course study and on line testing for the purposes of establishing the A-B-C rating status. The route and ground course shall be used for C card status, the suspended operations for RDS shall be used for B card status and the suspended scaffold course shall be used for A card Status.

C. If the Contractor does not make either of the above testing methods available, the length of continuous service as a union journeyperson will determine the rating as below:

"A" card 8 years or more of continuous service with one employer.

"B" card 7 years of continuous service with one employer.

"C" card 1-3 years of continuous service with one employer.

***Note: Tests will be based upon acceptable industry standard safety practices and safety standards. Course study material provided by the Contractor may include copies of the IWCA ANSI- I -14, ASME A-120, ANSI A-14, and applicable OSHA Regulations. Appropriate information and governmental/agency documents for these tests will be provided by each contractor for preparing for these tests.***

**4.2. Wages.** Each Employer shall employ to perform labor as window washers only competent and skilled journeypersons and apprentices who shall receive for their labor for periods starting August 1, 2018 through July 31, 2023 the following wage scales:

| Card Type          | Existing 2018 | Year 1 2018-2019 | Year 2 2019-2020 | Year 3 2020-2021 | Year 4 2021-2022 | Year 5 2022-2023 |
|--------------------|---------------|------------------|------------------|------------------|------------------|------------------|
| A                  | \$20.50       | \$21.25          | \$22.50          | \$24.25          | \$25.00          | \$26.00          |
| B                  | \$19.50       | \$20.25          | \$21.45          | \$22.89          | \$23.80          | \$24.75          |
| C                  | \$18.50       | \$19.20          | \$20.35          | \$21.70          | \$22.55          | \$23.45          |
| <b>Apprentices</b> |               |                  |                  |                  |                  |                  |
| 1st 6 months       |               | \$16.00          | \$17.00          | \$18.00          | \$19.00          | \$20.00          |
| 2nd 6 months       |               | \$16.50          | \$17.50          | \$18.50          | \$19.50          | \$20.50          |
| 3rd 6 months       |               | \$17.00          | \$18.00          | \$19.00          | \$20.00          | \$21.00          |
| 4th 6 months       |               | \$17.50          | \$18.50          | \$19.50          | \$20.50          | \$21.50          |

The new wage rate minimums will be effective immediately upon execution of the new Agreement, other than with respect to jobs that are have not yet been completed on the date the contract is fully executed, in which case the prior wage rates will apply and the new wage rates will only become effective commencing with the next job assigned to any employee so situated.

**4.3. Working Foremen.** A working foreman who does not have the authority to hire and fire shall receive at least eight dollars (\$8.00) per day above the regular scale.

**4.4. Examination of Apprentices.** The Employer shall have the right to demand an examination of an apprentice before he is advanced to journeyperson, in which case, a Board consisting of six (6) members shall be convened to determine the matter. The Board shall be comprised of two (2) representatives appointed by the Union, two (2) representatives appointed by the Employer, and two (2) representatives who shall be elected from among the membership who are top journeyperson window cleaners. Any employee willing to become a skilled journeyperson may exercise the right to be judged by a skilled journeyperson, trainer or immediate supervisor (all of whom shall be selected by the employer) and the Union steward.

**ARTICLE 5**  
**HOURS OF WORK**

**5.1. Work Week/Overtime.** A week's work shall consist of forty (40) hours on the basis of an eight (8) hour working day. Time and one-half shall be paid for all hours worked over forty (40) hours weekly provided, however, the employees who opt to be paid on a commission based system offered by the Employer shall not be subject to the terms of this article. All employees shall receive double time when working Sundays and holidays. Employer does not guarantee a forty (40) hour week, per employee, per week.

**5.2. Pay Report.** The Employer shall furnish employees with a statement each payday showing the following:

- a. number of hours worked, including overtime;
- b. amount earned;
- c. itemized list of deductions;
- d. week and date on stubs.

**5.3. Shop to Shop Pay.** Hourly employees must report at the shop unless mutually agreed upon by Employer and employee. These employees shall be paid by the Employer for car fare or provide transportation to the job site.

**5.4. Starting Time.** Starting time when working on truck, shall begin with the loading of the truck and end with the unloading of the truck, and shall be considered as time worked. This provision shall not apply to employees on piecework. Employees working hour for hour who report late to work without providing advance notice to the Employer or without adequate explanation for their failure to give notice in advance may be sent home without pay. Late for work shall mean any time after posted starting time.

**5.5. Overtime Assignments.** Employees must accept overtime assignments unless they have a reasonable or justifiable excuse for refusing such work. The Employer must give the employee forty-eight (48) hour notice of overtime assignments.

**5.6. Reporting Pay.** If on account of weather conditions or any other reasons not the fault of the Employer, no work can be done, two (2) hours show-up pay shall be allowed at the prevailing wage unless compensation is made on the basis of piecework or on the basis of a commission pay system offered by the Employer. The Employer shall have the right to require any employee entitled to show up pay to perform work of a similar nature at the shop.

**5.7. Work Outside the City.** On all work performed out of the City of Chicago, requiring overnight housing, the Employer shall pay the cost of housing plus \$10.00 per day expense allowance. Employee's time shall include time spent traveling to the job, and after completion shall include time required in returning to Chicago. The Employer shall furnish

transportation to the job on all work performed beyond the City limits and also back to within a reasonable distance to suitable transportation inside the city limits. All out of town work is voluntary where overnight lodging is required.

**5.8. Pay Over Rate in Agreement.** Any employee whose wages have been computed on the basis of an hourly rate of pay in excess of that provided for in this Agreement for the applicable period of time shall continue to receive the same additional hourly differential over the rate in the Agreement provided for herein in those situations where the higher rate was regularly stated and agreed to by the Employer.

**5.9. Union Inspection of Payroll Records.** The payroll records involved in any dispute regarding wages shall be presented for inspection upon demand of the Union representative after a three day written notice is given to the Employer.

**5.10. Breakdown Pay.** If the motor on an electric chair or scaffold breaks down and it is not the fault of the employee, the Employer will pay up to but not more than two (2) hours per man per day of breakdown time.

**5.11. Committee on Skill Testing.** The Employer and the Union agree to set up a Committee of equal numbers of Union and Employer members within ninety (90) days of the Agreement's implementation. This Committee will develop a program of skill testing and possible wage differentials proposed by the Contractors during negotiations on this Agreement. This Committee will have a concise program formulated within six (6) months. This section shall only refer to the A-B-C differentials described in Section 4.1 of this agreement.

**5.12. Time Recording.** The Employer shall have the discretion to develop a procedure to maintain an accurate record of the time work commences and ends each day. No employee however shall be required to punch in and out for a lunch period of thirty (30) minutes, which shall be deducted from the total time recorded. This applies to hourly paid employees.

**ARTICLE 6**  
**PIECEWORK**

**6.1. Pay by Piecework.** All employees shall have the right at their sole option to receive compensation upon a piecework basis, to perform specified jobs at a piecework rate of a specified amount per window, per floor, or per drop, completed in a workmanlike manner, provided that the piecework rate per window, per floor, or per drop, when performed during overtime hours, if any, shall be one and one-half times the piecework rate for the same job performed during regular hours.

For all jobs compensated on a piecework basis, the minimum piecework rate shall be no less than the hourly wage rate provided in this Agreement under Article 4.1. The Employer must provide the amount the job pays in dollars or hours to the employees who are compensated on a piecework basis on a work ticket or another company record at the employee's request. Any and all jobs paid in dollars and cents rather than hours will increase in dollars and cents in the same percentage as the increase in wages to the base hourly rate.

**6.2. Other Terms of Agreement.** During the period any piecework rate is in effect, all other terms of this Agreement (other than the hourly rate) shall remain in effect, and upon the termination of the piecework arrangement, all terms of this Agreement shall be in effect.

**6.3. Piecework Disputes.** In the event of any dispute between the employee and the Employer relating to the piecework agreement entered into between employee and Employer pursuant to this Agreement, the Union business representative shall have the right to inspect all applicable agreements.

**6.4. Dispute Resolution Procedure.** In the event of any dispute between the employee and the Employer as to whether the piecework rate applicable to a particular job provides an equitable earnings opportunity, that matter may be referred by the Union to a Joint Committee consisting of two Union representatives, one of whom shall be a business agent and the other a rank and file member, whose time spent in service on the Committee will be paid by the Union, and two representatives from the Employer. If this Committee is unable to agree that the piecework rate for the job in question provides an equitable earnings opportunity, the members of the Committee shall select a neutral expert. This neutral expert shall review the piecework rate in question taking into consideration the requirements of the job and other factors relevant to the determination of whether the piecework rate provides an equitable earnings opportunity for a normally qualified employee motivated and working at an incentive pace. If the parties are unable to agree upon a neutral expert, they shall select by lot among a panel of experts designated by the Union and the Employer. A dispute as to whether the piecework rate applicable to a particular job provides an equitable earnings opportunity shall not be subject to the grievance and arbitration provisions of this Agreement.

**6.5. Continuation of Rate.** Unless the method of performing or the nature of a job is changed, each job shall continue to be paid at the same piecework rate for the term of this Agreement. In the event that the job is performed by a new or modified method or the nature of a job changes, disputes as to the proper rate for that job shall be resolved in accordance with 6.4.

**6.6. Increase in Base Rates.** The Employer shall provide the amount the job pays in dollars and/or hours or points to the employees when they are compensated on a piecework/commission basis either before the job is started or within twenty-four (24) hours after starting.

**6.7. Commission Pay Option.** The Employer, at the Employer's sole and exclusive discretion, may implement a Commission pay structure to replace the Piecework pay structure governed by Article 6 of the collective bargaining agreement. The initial implementation of a Commission pay structure may occur at any time provided that, at the time of this initial implementation, employees will be given at least fourteen (14) days' notice of the implementation and allowed to choose to be paid pursuant to the Commission pay structure or by the hourly rates then in effect as contained in the collective bargaining agreement. The Employer, may, at its sole discretion after implementing a Commission Pay structure, decide to terminate the Commission pay structure and return to Piecework under this Article 6 provided however that such change can occur only as part of the employee selection procedure on the 1st

day of February, June or October of any year. The Employer may return to a Commission pay structure at any time provided that such change can occur only as part of the employee selection procedure on the 1st day of February, June or October. At any time the Employer offers Piecework, Article 6 of the collective bargaining agreement shall govern and any time the Employer offers a Commission Pay structure, the Addendum language shall apply. In the event that a Member implements a Commission pay structure, Article 6 (Piecework) of the collective bargaining agreement shall be replaced by the language set forth in Appendix C to this Agreement governing Commission Pay structure.

## **ARTICLE 7**

### **HEALTH AND WELFARE**

**7.1. Hospitalization.** The Employer shall furnish each employee covered by the terms of this Agreement with Hospitalization, Health and Surgical benefits covered by a common schedule of benefits and issued by a nationally recognized insurance company. Such insurance shall continue in full force and effect until July 31, 2023 to be paid for by the Employer and employees. This insurance coverage shall not be applicable to new employees until they have been employed steadily for the same Employer for ninety (90) days. However, any union employee who was employed by another window washing company that is subject to a Collective Bargaining Agreement with SEIU Local 1 will not have an interruption in service for health insurance purposes, provided that the insurance carrier permits same. Apprentice employees will not be eligible for hospitalization coverage until they have worked for the same Employer for 90 days. An employer cannot discharge an apprentice solely to defeat this clause or Employer will be in violation of this contract.

An employee to be eligible for such hospitalization benefits must work one hundred and thirty (130) hours for a single employer from the 1<sup>st</sup> of the month proceeding the 31<sup>st</sup> of the month to qualify. Inclement weather or other delays not within the control of the employee shall not be counted against the employee for purposes of qualifying. If the employee is not available for work for at least one hundred and thirty (130) hours, he must pay the entire cost of the hospitalization by himself. Such payments may be made by the Employer by payroll deductions from the employee's pay. The Union recognizes the right of the Employer to deduct insurance deposits for possible violations of the 130-hour hospitalization rule. The Employer's deductions from employees shall not exceed \$75.00 (seventy-five dollars) per paycheck for reimbursement. The Employer's advance payment will occur only if the employee properly executes a wage deduction authorization form.

Legal illness with a doctor's certificate or like proof will not be counted against the employee as far as qualifying for hospitalization.

**7.2. Insurance Carrier.** Hospitalization, medical and surgical insurance under a single or family group shall be issued by a nationally recognized insurance carrier for all employers signatory to this form of agreement. Any Employer which does not maintain this group hospitalization, medical, and surgical insurance shall be liable for any loss incurred by any employee of any insurance benefits resulting from such Employer's violation of this Agreement,

unless employee refused health care/disability coverage in writing. In the event that an Arbitration determines that an Employer has violated this section of the Agreement, the Arbitrator shall have the power to determine, in addition to all other amounts required by this Agreement, that the violating Employer shall pay all costs of the arbitration, including reasonable attorney's fees, to the Union.

Minor changes in specific coverage's will be acceptable so long as the aggregate benefit level remains substantially similar. If difficulty is encountered in finding a competitive nationally recognized company willing to quote rates based on a common schedule of benefits, attempts will be made to secure rates with previous and present conditions intact. Since insurance costs are to be shared between the Employer and the employees, it is to their mutual advantage to investigate all possible methods of securing adequate quality coverage at reasonable rates.

Upon written request after at least six (6) months from and after November 1, 1975, the parties to this Agreement will meet to consider a jointly trustee health and welfare program. At any time during the term of this Agreement the parties hereto may mutually agree to change the insurance carrier for another health insurance plan, but it shall be a condition of any such change that the health insurance carrier shall agree to cover all Employers signatory to this form of Agreement at a uniform premium per employee and family.

At any time during this Agreement, if the Employer demands in writing a change in the health insurance carrier, even if an Employer is in violation, the Union and the Employer shall form a joint committee which will meet in good faith and investigate the availability of hospitalization, medical and surgical insurance of equal standards and equal acceptability of its identification card in hospitals throughout the area, to the end that costs for equal benefits and equal acceptability may be lowered. If the committee is in complete agreement and is able to locate any insurance carrier of equal acceptability which will provide equal benefits at lower cost, and subject to the condition that such carrier shall agree to cover all employees signatory to this form of Agreement at a uniform premium, the Committee shall so recommend to the Employer and the Union and such carrier may be substituted by agreement of the parties hereto. In the event that members of the Committee disagree as to whether a carrier of equal acceptability under the rules of the Federal Mediation and Conciliation Service, the Arbitrator shall determine whether the carrier proposed by the Employer to be substituted for the Common Carrier is of equal acceptability with respect to its identification card being recognized and utilized in hospital emergency rooms throughout the area and whether the proposed benefits levels are equivalent to those then in effect in the current Plan.

If the Arbitrator so decides, and in no other event, the proposed carrier may be substituted with the coverage found to be equivalent by the Arbitrator. The costs of such arbitration shall be borne equally by the parties. Pending arbitration and until an Arbitrator has determined that the proposed new carrier is one of equal acceptability that will provide equal benefits, the current carrier and policy will be continued in effect. The Union recognizes the right of the Employer to deduct the employee's portion of hospitalization and disability premiums from the employee paychecks, and each employee will execute a wage deduction form if asked to do so by the Employer. All deductions will be signed off and a copy be furnished to the Union.

Signed waivers are sent to the Union by certified letter. Union will verify authenticity of waiver.

The cost of hospitalization and disability insurance borne by the Employer will be as follows:

|          | Single   | Family   |
|----------|----------|----------|
| 08/01/18 | \$292.96 | \$697.67 |
| 08/01/19 | \$292.96 | \$697.67 |
| 08/01/20 | \$292.96 | \$697.67 |
| 08/01/21 | \$317.96 | \$722.67 |
| 08/01/22 | \$317.96 | \$722.67 |

Effective 8/1/18-7/31/21 the Employer's contribution shall remain at 60% of the actual cost not to exceed \$350.00 for individual coverage and \$775.00 for family coverage.

Effective 8/1/21-7/31/23 the Employer's contribution shall remain at 60% of the actual cost not to exceed \$375.00 for individual coverage and \$800.00 for family coverage.

The employee shall be responsible for the balance of the premium costs.

**7.3. Disability Insurance.** Employees covered by this Agreement, shall have disability insurance, which shall continue in full force until July 31, 2023. This insurance coverage shall not be applicable to new employees until they have been employed steadily for the same Employer for ninety (90) days, or as in schedule above. Apprentice employees will not be eligible for coverage until they have been employed steadily for the same Employer for six (6) months. An Employer cannot discharge an apprentice solely to defeat this clause or Employer will be in violation of this contract.

**7.4. Return to Work-Physical Examinations.** Employees, who meet with accidents or contract an illness arising out of their employment as window cleaners, shall be re-employed by Employer by whom they were employed at the time of such accident or illness, if and when such employee is in physical condition to resume his duty, to be certified by the Employer's physician. In the event he cannot be so certified, the employee reserves the right to employ his own physician. Should there be a disagreement between the two physicians, they shall select a third physician to be paid for by the Employer and whose decision shall be final and binding on all parties concerned.

**7.5. Pay on Day of Injury.** Whenever an employee has been injured while performing his work he shall receive a full days' pay provided the injured employee requires hospitalization or his attending physician recommends that he does not return to work the same day.

**7.6. Premium Continuation.** An employee who is off from work because of illness or injury not due to his employment shall be covered by 7.2 and 7.3, and shall continue to receive the same health/hospitalization benefits as if he was working for thirteen (13) weeks. An employee who is off work, due to illness or injury incurred during his employment shall continue

to be covered under 7.2 and 7.3 and shall continue to receive the same health/hospitalization benefits as if he was working for eighteen (18) months. In addition, an employee who is off from work may request that the Employer pay the entire premium for eighteen (18) months. In addition, an employee who is off from work may request that the Employer pay the entire premium for this eighteen (18) month period as required by the Employer's insurance carrier including the employee's portion. In such event, the employee shall be required to execute an authorization providing for repayment of such additional amounts paid by the Employer in excess of the amounts the Employer is required to pay under Sections 7.2 and 7.3 for single or family coverage as applicable. If the employee refuses to execute an authorization or to promptly pay on a monthly basis his share of the premium, the Union shall be promptly notified and the Union will use its best efforts to persuade the employee to do so.

Failure to do so will result in the complete loss of the employee's health/hospitalization insurance and the Employer will not be required to make any payment of the applicable single or family coverage on the employee's behalf. In such event the Union shall be notified of such action. This authorization shall provide for repayments either as a wage deduction or over a reasonable period of time should such employee not return to work (See attached form). Upon determination by doctors that an employee cannot perform his duties, the Employer shall terminate payments for hospitalization and disability insurance.

**7.7. Medicare Coverage.** The Employer agrees to pay the cost of Medicare insurance for any employee over 65 years of age covered by this Agreement. Employers of 20 or more employees are required to offer workers between the ages of 65 and 70 their choice of either the group plan as referred to above or Medicare as their primary insurance coverage. A written election must be obtained from employees covered by this paragraph as to which plan they choose.

**7.8 COBRA Rights.** The employee may elect to continue hospitalization coverage under the COBRA law.

## **ARTICLE 8** **PENSIONS**

**8.1 Employer Contribution.** Effective August 1, 2018, the Employer pension contribution shall be a maximum of one dollar and ten (\$1.10) cents per hour for each pay hour worked by each employee, but not to exceed forty (40) hours per week, to the SEIU National Industry Pension Fund in order to provide retirement benefits in accordance with the Pension Plan of said Fund.

EACH EMPLOYER SHALL CHOOSE EITHER THE DEFAULT OR PREFERRED SCHEDULE WHICH WILL BE ATTACHED AS APPENDIX B.

Paid vacations and paid holidays will be excluded towards pension payment. The Employer shall remit contributions to the Fund by the tenth (10<sup>th</sup>) day after the monthly payroll period and not later than the tenth (10<sup>th</sup>) day of each month with respect to contributions for payroll periods, which ended during the preceding month.

**8.2. Trust Agreements.** The Employer hereby agrees to become a party to and to be bound by the Trust Agreement of January 1, 2000, establishing the said Fund, and acknowledge receipt of a copy of said Trust Agreement. In addition, the Employers hereby irrevocably designate as its representatives the Trustee(s) named as Employer Trustee(s) in said Trust Agreement, together with their successors selected in the manner therein provided.

**8.3. Enforcement of Contributions.** If a member Employer fails to make the required reports or payment to the Fund, the Trustees of the Fund may in their sole and absolute discretion, take any action necessary, including but not limited to suits at law and arbitration under the Agreement, to compel such reports or payments and effect collection of contributions, together with interest at the rate of 10% per annum (or at any lesser percentage as may in any particular case be the maximum allowed by law) and any and all expenses of collection, including, but not limited to counsel fees, arbitration costs and fees, and court expenses.

## **ARTICLE 9**

### **VACATIONS AND HOLIDAYS**

**9.1. Amount of Vacations.** All journey-persons who are employed with the same Employer continuously for one (1) year shall be entitled to one (1) week's vacation for forty (40) hours at the base rate of pay. Journey-persons employed for a period of three (3) or more years by the same Employer, they shall receive two (2) weeks pay for forty (40) hours each at the base rate of pay. Journey-persons employed for a period of seven (7) or more years by the same Employer shall receive two (2) weeks and one (1) days pay for eighty-eight (88) hours at the base rate of pay. When employed for a period of ten (10) years or more by the same Employer, they shall receive three (3) weeks' pay for forty (40) hours each at the base rate of pay.

**9.2. Special Situations.** Any journey-person who has been in the service of an Employer at least one (1) year and has received a vacation and who is discharged or laid off during the second year of employment, must work at least ninety (90) days before being compensated for vacation pay on a pro-rata basis.

**9.3. Vacation Pay Upon Separation.** Any journey-person who has been in the service of an Employer for more than one (1) year will be paid all accrued but unused vacation upon separation from employment. The Vacation Pay will be paid on the next regularly scheduled payday following the journey-person's separation from employment.

**9.4. Holiday During Vacation.** Whenever a holiday falls within a journey-person's vacation period, the journey-person shall receive an additional day of vacation with pay.

**9.5. Absence from Work–Injury.** Any journey-persons who are absent from work as a result of an injury, which occurred on the job, shall not have their vacation pay prorated if they have been with the Employer for at least three (3) years. This will be a one-year, one time basis. Journey-persons employed with an Employer less than three (3) years will have vacation pay prorated. Journey-persons who are absent from work as a result of an injury, which occurred off

the job, will have their vacation pay prorated for the year they were injured. This will not affect the anniversary date of the journey-person upon their return to work with doctor's approval.

**9.6. Vacation Pay.** A journey-person will make a written request to use their vacation days in advance of any requested vacation pursuant to the Employer's policy. Vacation days may be taken on a date mutually agreed upon by the journey-persons and the Employer. The journey-person shall be compensated for any vacation days taken on the next regularly scheduled payday following the vacation. Upon a journey-persons request, in lieu of taking vacation, the journey-person may elect to be paid the full amount of their annual Vacation Pay on the anniversary date of their hire; provided however, the request must be made in writing two (2) weeks in advance of the journey-person's anniversary date.

**9.7. Prorating of Vacation Pay.** If a journey-person averages less than forty (40) hours a week of work in the year prior to the vacation period because they have not been available for work, vacation pay shall be prorated accordingly. Inclement weather and sickness shall not be counted against the journey-person for this determination.

**9.8. No Accumulation of Vacations.** Vacations are not cumulative and must be taken within twelve months after they are earned.

**9.9. Paid Holidays.** The following holidays shall be observed with pay: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In addition, each journey-person having one (1) year seniority shall receive an additional holiday to be observed on his birthday or a day selected by the Employer and the journey-person. After ten (10) years of continuous service with the same Employer, each journey-person shall receive one additional Floating Holiday per year to be observed on a day selected by the journey-person and the Employer.

**9.10. Holiday Pay Eligibility.** To secure holiday pay, journey-persons must be regularly and continuously employed by the same Employer for a period of at least three (3) months and must work on the scheduled workday before and the scheduled workday following the day on which the holiday falls (except for the birthday holiday).

**9.11. Holidays on Saturday/Sunday.** If a holiday falls on a Saturday, journey-persons who are eligible for holiday pay shall receive an additional eight (8) hours pay at straight time. If a holiday falls on a Sunday, it shall be observed the following Monday. All journey-persons shall receive a full day's pay for the observance of said holiday regardless of the day on which the holiday occurs.

**9.12. Overtime During Holiday Week.** If the holiday occurs during the workweek, the sixth day of the same week, if worked, shall be considered overtime at the rate of one and one-half (1 1/2) times the regular hourly rate of pay.

**9.13. Absence Due to Work Injury.** If a journey-person is hurt on the job, and is laid up due to injuries and a holiday occurs during the first week of absence from work, said journey-person shall be paid for the paid holiday.

**9.14. Holiday Week Overtime.** Whenever a holiday occurs in a workweek, thirty-two (32) hours' work shall constitute a week's work. Whenever journeypersons shall work on a holiday, they shall receive the regular eight (8) hours' pay for that holiday and an additional one and one-half (1 1/2) times the regular hourly rate.

**9.15. Limitation.** No person shall be laid off for the exclusive purpose of defeating this Article.

## **ARTICLE 10** **SENIORITY**

**10.1. Application of Seniority.** The last employee hired will be the first to be laid-off and the last to be re-hired. Seniority shall not enter into the consideration of laying off and re-hiring if an employee of lesser seniority has a special skill or unusual working knowledge or is familiar with special customer requirements related to or pertaining to window cleaning. New employees in the shop acquire no seniority until they have been employed for a period of thirty (30) days.

**10.2. Starting Date.** The date on the Union Letter is the official starting date of the employee upon verification of Employer within one (1) week. This date will affect his seniority, starting time for hospitalization, paid vacation, paid holidays and pension.

**10.3. Discharge and Rehire.** In the event of the discharge of a journeyperson who shall be rehired by the same Employer within 30 days thereafter, his employment shall be regarded as continuous for the purpose of vacation and seniority rights or any other benefits under this Agreement.

**10.4. Return from Sickness/Injury.** Any employee who is off from work because of sickness or injury incurred in the performance of his duty shall retain all seniority rights until such time as he is able to report back to work.

**10.5. Termination of Seniority.** Seniority and the employment relationship shall be broken for the following reasons:

- f. If the employee quits.
- b. If the employee is discharged for good cause.
- c. If the employee is absent for two (2) consecutive working days without notifying the Employer of the reason for such absence shall be deemed to have quit unless the failure to do so is for good cause acceptable to the Employer.
- d. If an employee fails to return to work within two (2) working days after being notified to return for work unless the failure to do so is for good cause acceptable

by the Employer. Any notification received by an employee at his current address as reported to the Employer shall be proper notification.

- e. If an employee fails to return from vacation or from a leave of absence unless the failure to do so is for good cause acceptable by the Employer.

**10.6. Exercise of Seniority.** Persons with seniority over other employees, and who possess the necessary skill and experience and are available to perform the work, will have a right of first refusal on the work available in the shop on any given day.

**10.7. Funeral Leave.** Each Employer agrees to pay employees with three (3) years of continuous service up to two (2) days per year for funeral leave for immediate family upon proof of death and appropriate legal documentation. The immediate family is defined as mother, father, husband, wife, brother or sister (including step or half), and son or daughter (including step or adopted).

**10.8. Unpaid Leave of Absence for Union Activity.** An employee selected to represent the union at conventions and conferences shall be granted an unpaid leave of absence for no more than five (5) days per year. Unpaid leave will also be granted for the length of window cleaning collective bargaining sessions in the Chicagoland area. Only one employee per contractor can be granted an unpaid leave. Contractors with five (5) or less employees will be excluded from this article. In each case, the union shall notify the Employer in writing ten (10) days in advance and shall refer a substitute employee for the leave of absence period, if the Employer so requires. Seniority will not be broken under this article.

**10.9. Probationary Period.** The first ninety (90) calendar days of continuous service will be probationary period for journeypersons and apprentices during which time an employee has no seniority standing and will be subject to layoff or discharge. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his seniority will be dated to his Union letter.

**10.10. Industrial Disability.** The employee will accumulate up to six months seniority during a prolonged and continuous absence due to industrial disability. After six months, he will retain his seniority standing unless he is classified as totally and permanently disabled under the provisions of the Illinois Workers' Compensation Act. Seniority will be accumulated during a non-occupational personal injury or illness up to a maximum of 13 weeks.

## **ARTICLE 11**

### **INDIVIDUAL WORKING AGREEMENTS**

**11.1. Subcontracting.** Subcontracting work between Employers who are bound by this Agreement will be permitted where the purpose of such subcontracting does not preclude the employees of the advantage of their regular employment or overtime employment that might be available.

**11.2. Limitation.** Violation of the above section may subject the Employer to cancellation of this Agreement.

**11.3. Exercise of Subcontracting.** The Employer states that it will subcontract work customarily performed by its employees only to another SEIU Local 1 Union firm under the following conditions:

- a. Adequate existing equipment is not available to perform the work when it is needed.
- b. The Employer does not have employees in sufficient number and/or skill to perform such work.
- c. No subcontracting can take place if the Employer is in violation of the Union Agreement.
- d. When dictated by contract with customer to use Minority Business Enterprise/ Women's Business Enterprise.

## **ARTICLE 12** **APPRENTICES**

**12.1. Employment of Apprentices.** Apprentices may be hired by the Employer subject to all provisions of this Agreement, provided however, that no journeypersons shall be replaced as a result of such employment.

**12.2. Progression to Journeyperson.** Apprentices shall serve a maximum of twenty – four (24) months and shall thereafter be considered journeypersons at the "C" Rate and eligible for other rates based on classification qualification. Employer has the right to keep documentation on progress of apprenticeship. Should an apprentice receive the journeyperson's scale prior to the twenty-four (24) month period, the Employer shall notify the Union immediately. Apprentices after ninety (90) days of continuous employment for the same Employer shall be eligible to receive health and welfare benefits as provided in this Agreement under Article 7, Sections 1 and 3.

**12.3. Attainment of Journeyperson Status.** To attain the classification of journeyperson, the apprentice must serve the entire period of apprenticeship with one Employer. Any transfers of services must be approved by the Union.

**12.4. Ratio of Apprentices.** No more than two (2) apprentices shall be allowed for each five (5) journeypersons.

**12.5. Layoff of Apprentice.** Should there be a curtailment of work, apprentices shall be the first to be laid off.

**12.6. Holiday/Vacation Pay.**

- A. Vacation Pay – 1 week after 2 years.
- B. Holiday Pay – After 1 year and 3 months. Birthday holiday is excluded.

**12.7. Job Site Apprentice Ratio.** There must be one journey person for each apprentice on any job site where fall protection is required.

### **ARTICLE 13** **WORKING CONDITIONS**

**13.1. Personal Automobiles.** An Employer cannot compel an employee to use their own personal automobile in the performance of work except by mutual agreement between Employer and employee.

**13.2. Work by Foremen.** A foreman with the authority to hire and fire shall not be permitted to carry a card in this organization and must take a withdrawal card from the Union immediately. However, the foreman may be allowed to wash windows only in cases of extreme emergency, and to instruct employees, and when starting and testing new equipment.

**13.3. Tools.** Window cleaners will provide their own squeegees, stripwasher T bars, poles and scrapers. Employers will provide all 18” and 22” squeegee rubbers and 18” and 22” “T” bar covers. Employers will provide all other equipment and supplies. The Union recognizes the right of the Employer to deduct deposits on other tools and uniform assessments. These deductions for equipment deposits shall not exceed three hundred dollars (\$300.00). Upon return of those same tools in good working condition, the Employer shall refund the deposited monies to the employee within seven (7) working days.

**13.4. Starting Time Limitation.** At no time is an employee to be asked to start work after 8:00 a.m. unless mutually agreed upon between Employer and employee or unless by customer request or specification.

**13.5. Parking Violations/Moving Violations.** All moving/parking violations due to an Employer’s requirements, requests or circumstances unavoidable by the employee will be paid by the Employer. This includes tickets issued in No Parking zones where it is necessary for performance of duties for the Employer. However, employees are responsible for any fines for parking in tow-away zones, bus stops, or parking meter violations. Employer will provide reimbursement for parking fees with receipts only.

**13.6. Loading Scaffolds.** One extra person will be provided to help in loading and unloading a scaffold 24 feet long or longer from the ground to the truck or vice versa at the job site. One day’s notice must be given to the Employer by the employee when removing scaffolding from the job site.

**ARTICLE 14**  
**GRIEVANCE PROCEDURE**

**14.1. Definition of Grievance.** A grievance shall consist of any dispute concerning the application or interpretation of this Agreement or any dispute covering working conditions of the employees covered by this Agreement.

**14.2. Processing a Grievance.**

**Step 1.** The aggrieved employee, accompanied by the Union steward, if the employee desires, shall consult with the Employee's foreman or immediate supervisor. If a group of employees are involved in the grievance, the steward may represent the employees if the employees desire. In any event, since it is in the best interest of all concerned that a grievance be promptly and expeditiously resolved, an aggrieved employee and/or the steward of the employee or employees involved, shall present such grievance within fifteen (15) working days following the event which gives rise to its occurrence. Grievances not presented within 15 working days after the employee knew or should have known or the event shall not be considered valid. In the case of recurring events, the 15 working day limit applies to the first event only.

**Step 2.** If the matter is not resolved in the first step and the Union wishes to further pursue it, the grievance shall be reduced to writing and presented to the employer within thirty (30) calendar days following the event which gave rise to its occurrence or after the employee or employees involved knew or should have known of the event. The company representative, together with the aggrieved employee, the steward, and a Union Representative shall discuss the Grievance with the Employer and attempt to resolve the grievance. If not resolved, the Employer shall give his or her written answer within fifteen (15) working days after receipt of the written grievance.

**14.3. Arbitration of Grievances.** In the event that the matter cannot be settled between the Union representative and the Employer representative, the same may be referred to arbitration under the rules of the Federal Mediation and Conciliation Service. The impartial arbitrator shall hear and determine any such matter referred, which the decision shall be final and binding upon all parties. The cost of arbitration shall be equally borne by the Union and the Employer. The arbitrator shall have no authority to alter in any way the terms and conditions of this Agreement, and shall confine the decision to a determination of the facts and an interpretation and application of this Agreement and the grievance.

**ARTICLE 15**  
**SAFETY**

**15.1. Observance of Safety Rules.** All signatories of this contract accept the Rules for Safety attached to this contract as Appendix A and affix their signatures to this Appendix separately indicating this acceptance and willingness to abide by them.

**15.2. No Union Liability.** Neither this Agreement nor such safety rules shall be the basis of any liability on the part of the Union in the event that death or injury occurs in

connection with any employee covered by this Agreement. This Agreement is not intended to and shall not be construed as creating, imposing, or adopting any state common law duties.

**15.3. Compliance with Safety Laws.** All Employers and employees must comply with federal, state, and city ordinances regarding safety. The Union will make every reasonable effort to provide Employers with current Federal State and City ordinances regarding safety, and continually update Employers with any new laws or changes.

**15.4. Scaffold and Rope Descent Systems (RDS).** Proper safety equipment must be provided by the Employer for all employees performing scaffold work or RDS work, and also must be provided with and wear a full body harness which must be attached to an independent lifeline by means of a lanyard and rope grab device. The working line and the lifeline must be anchored to a certified anchorage or certified structure (independent of the support anchor) and lifelines and support lines must reach to the ground level. All scaffold and RDS systems must be hung and inspected daily by those who work on the same and at least two (2) persons, one of whom must be a journeyman, shall work together on same. Inexperienced employees must work in on-the-job training with journeymen for a minimum of three (3) months on scaffold and RDS work.

**15.5. Industrial Rope Access (IRA)** All window cleaners who perform IRA work must be certified by an industry approved organization. The Employer will pay the fees for such certification. The Employer shall direct all such work under this section consistent with applicable city, state and federal laws and all applicable standards. This includes the requirement that all working lines and lifelines be anchored to a certified anchorage or certified structure (independent of the support anchor) and lifelines and support lines must reach to the ground level.

**15.6. Roof Car Maintenance/Building Car Maintenance** All buildings with such systems must keep them inspected and/or tested and approved by a registered engineer in accordance with ASME A-120 and OSHA Regulation 1910.66 and all City, State or Federal guidelines. The inspection sheet must be made available to the Employer and Union upon demand. All work at a building with a Building Maintenance Unit ("BMU") shall be done using the BMU.

**15.7. Refusal to Work.** When employee safety is involved or when proper safety equipment is not furnished, refusal to work shall not constitute cause for dismissal or penalty. The Union reserves the right to notify members to refuse work when a hazardous condition is evident.

**15.8. OSHA Compliance.** All scaffolds and rope descent systems (RDS) will be assembled in accordance with manufacturers as well as OSHA specifications. All scaffolds must have screening attached to the backrail from stirrup to stirrup. The top backrail must be a minimum of 36 inches high with a maximum of eight (8) feet between upright supports or manufacturer's specifications.

**15.9. Silling.** Silling of windows shall not be permitted under any circumstances and violation of this cause may subject the Employer to cancellation of this Agreement and/or the employee to dismissal.

**15.10. Safety Meetings.** Employer shall hold monthly or quarterly safety meetings during working hours in the Members' native language. It shall be mandatory to attend all meetings. Failure by the employee to comply can result in disciplinary action. Employer agrees to keep attendance records and will provide to union on request.

Journeyman will contribute up to eighteen (18) hours per year for safety meetings, ongoing education and seminars including the City of Chicago scaffold program. Any hours over eighteen (18) will be paid at the employee's regular wage scale.

**15.11. Union Involvement With Safety Committees.** The Union agrees to send a representative to each meeting and apply for membership in any and all ANSI code committees being developed pertaining to window cleaning, to insure and protect the safety rules of the Chicagoland area window cleaning industry. As of 2003, these ANSI Committees are: A-120-Safety Requirements for Powered Platforms for Building Maintenance, and I-14-Window Cleaning Safety Standard.

LIST OF ALL SAFETY RULES IS ATTACHED HERETO AND TO ALL SIGNED AGREEMENTS AND IS HEREBY MADE A PART OF SAID SIGNED AGREEMENT AS APPENDIX A.

## **ARTICLE 16** **DISCRIMINATION**

**16.1. No Discrimination.** 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, Union membership or activity and shall in such respects comply with applicable State, Local and Federal law. Any disputes 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 applicable Federal, State or Local law.

## **ARTICLE 17** **DAMAGE OR BREAKAGE**

**17.1. No Deduction From Pay Unless Negligence.** Employees shall not be held liable for any damage or breakage occurring by them in the course of their employment, or for damage or loss of equipment, unless negligence is established. No deductions from employees' wages shall be made for damage or breakage until liability is established and only as authorized by law.

**ARTICLE 18**  
**MILITARY SERVICE**

**18.1. Reemployment Rights.** Drafted or enlisted employees shall, on their discharge, be reemployed, without loss of seniority rights, providing the employee applies for reinstatement within forty (40) days after discharge from service, provided however, that they are physically fit.

**ARTICLE 19**  
**SEPARABILITY**

**19.1. Separability.** In the event that any of the provisions of this Agreement shall not be enforceable due to Federal, State or Local laws existing or hereafter enacted, such laws shall not affect the other provisions of this Agreement or make the Agreement invalid.

The provisions of this Agreement are in lieu of the rights and benefits provided by the Cook County Earned Sick Leave Ordinance and the City of Chicago Paid Sick Leave Ordinance. The parties expressly agree that all rights, requirements and benefits under the Cook County Earned Sick Leave Ordinance and the City of Chicago Paid Sick Leave Ordinance are hereby waived.

**ARTICLE 20**  
**NO STRIKE AND NO LOCKOUT**

**20.1. No Lockout.** The Employer agrees there will be no lockout of its employees during the term of this Agreement.

**20.2. No Strike.** The Union agrees it will not authorize or ratify any strike, walkout, picketing of any worksite of a signatory employer, slowdown, or stoppage of work during the term of this Agreement. The Union with at least fifteen (15) days notice shall have the right to strike during the term of this agreement limited to actions against specific delinquent employers in reference to health and welfare and pension contributions required in the Agreement or to honor a sanctioned strike picket line at a worksite. The Union will make every attempt to notify the Employer within twenty-four (24) hours of knowledge of any sanctioned strikes at their worksites.

**20.3** The Employer recognizes the Employees' right to engage in Union activities including Union sponsored rallies during non-work time. The Union acknowledges that employees are not entitled to the use of Employers equipment to assist in their attendance at any such rallies and further acknowledges that any such activities will not interfere with work.

**ARTICLE 21**  
**ASSIGNMENT AND DURATION**

**21.1. Duration.** This Agreement shall be in effect from August 1, 2018 to July 31, 2023. It shall continue in effect from year to year unless written request is made to open the Agreement by either party mentioned sixty (60) days prior to expiration of term of Agreement.

**21.2. Successors and Assigns.** This Agreement shall be binding upon the successor and assignees of the parties now bound by this Agreement.

**21.3. Termination of Agreement by Union.** Notwithstanding any other provision of this Agreement, the Union may terminate this Agreement with respect to any signatory Employer for cause if the Employer has been found to have been in violation of the terms of this Agreement two times within the life of this Agreement. The right of termination for cause by the Union is, in addition to any other remedies provided under this Agreement, and may be exercised by the Union without having exhausted the grievance and arbitration provisions of this Agreement.

**21.4. Wage Controls.** Any provisions of this Agreement which cannot be put into effect due to legislation, Executive Order, or other regulations dealing with wage and price controls shall become effective at such time, in such amount and for such periods as will be permitted by law during the life of this Agreement.

**21.5. Most Favored Employer.** The Union agrees that should it enter into any agreement with an individual Employer or group of Employers to provide wages or working conditions more favorable to the Employer than are included in this Agreement, such more favorable wages and/or working conditions may be included in this Agreement at Employer's option.

**21.6. Amending Agreement.** Notwithstanding any other provision of this Agreement, this Agreement may be amended at any time upon mutual consent of the Union contractors and Union for industry safety reasons only. All such amendments shall be in writing and executed by representatives of all the parties.

This Agreement is hereby entered into and agreed to by the following parties:

**Employer Name**

**S.E.I.U. LOCAL 1**

By: \_\_\_\_\_

By: Tom Balen

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

Date: 3-5-19

## APPENDIX A

### RULES FOR SAFETY

**Belts:** A Safety Committee of the Union and Employer representatives shall periodically inspect all equipment in the shops and/or job sites.

- 1) All eye bolts, lag screws and mortar bolts are outlawed and forbidden to be used for any and all belt work. Anchors which are secured to metal sash windows by screw bolts or machine bolts are outlawed and forbidden to be used for any and all belt work. New York anchors cannot be used if they are lag screws or mortar bolts. ONLY New York terminals may be used on New York anchors. NO OTHER TYPE OF TERMINALS CAN BE USED.

Note: Machine bolts anchored into metal frames or sashes that are bolted to the back side or inside of the frame such as Detroit lite frames are exempted from this rule.

- 2) No person will be allowed to be on exterior window sill, ledge or such surface without the proper belt and secured to the building.
- 3) At least one terminal must be secured to the building anchor bolt before stepping out on a window sill or ledge.
- 4) When entering the building from the window sill or ledge, at least one terminal must be secured to the building anchor bolt until the person's body is safely in the building.
- 5) Crossing from one window to another is prohibited at all times unless at least one terminal is secured to the building anchor bolt while crossing.
- 6) The securing of window cleaning belts to any device other than the proper anchor bolt is prohibited.
- 7) Belts should be checked frequently for wear or damage to leather, rope or hardware. No belt is to be used if wear or damage to leather, rope or hardware is visible. Any faults should be repaired or changed immediately by qualified personnel.
- 8) At no time are window cleaning tools or equipment to be laid on a window sill or ledge while working on the exterior of a building.
- 9) If a pole is necessary for the washing of windows while working on a belt, a means of securing the pole to the belt while crossing is mandatory.

**Ladders:**

- 1) When working with ladders, the use of ladder shoes is mandatory (not to include stepladders). This rule does not apply to areas which have surfaces such as snow, grass or gravel.
- 2) On any slippery surface such as oil, grease and ice, the base of the ladder must be secured.
- 3) The use of ladders on window sills or ledges is prohibited.
- 4) No person shall stand (foot level) beyond 50 feet in height while working on an extension ladder.
- 5) All ladders must be placed on a level surface or secured firmly. Ladders placed on uneven surfaces should be leveled before use.
- 6) When working with a hook ladder, a full body harness must be worn and attached to an independent safety line which is attached to structurally sound anchorage and which will hang 10 feet below the ladder. A stop (proper knots, fistgrip, etc.) must be placed on the rope no less than one foot from the bottom of the independent line. The hook ladder must be secured with a separate independent line and tied to a structurally sound portion of the building.
- 7) The use of five sections of wood piece ladders is allowed only when the dimensions of the ladder side rails are at least 1-1/8" by 3-3/8".
- 8) On two-section extension ladders, the minimum overlap for the two sections in use shall be as follows:
  - 9) Up to and including 36 feet: 3 foot overlap
  - Over 36 feet to and including 48 feet: 4 foot overlap
  - Over 48 feet: 5 foot overlap
- 10) No ladder shall be used which is damaged or visibly worn or cracked. Inspect all ladders before use. Improvised repairs are not allowed.
- 11) Ladders must not be used at extreme slants or angles.
- 12) No person is to use metal, metal reinforced or wet ladders where direct contact with a live power source is possible.

### **Scaffolds:**

- 1) All scaffolds **MUST** have a free-standing continuous safety line of first quality material as provided by the Employer for each person on the scaffold. These lines must be attached to a permanent structure on the roof and must be of sufficient length to reach the ground.
- 2) Each person must wear an approved full body harness and be attached to an approved safety rope grab system onto an independent safety line system at all times while working on a scaffold.
- 3) Each person must be hooked up to the safety line at all times while descending from the roof to the scaffold and also when ascending from the scaffold to the roof.
- 4) Rigging back to wood fences, stand pipes, chain link fences, fire escapes, air vents, roof traps or any other similar unsafe devices is prohibited.
- 5) All hooks, I beams, look-outs and davits must at all times be tied back and secured from their load-bearing clevises to a structurally sound portion of the building.
- 6) The only materials to be used for roof tie backs are those that are supplied by the Employers.
- 7) When suspending wire cables for the purpose of hanging a motor and scaffold unit and/or when hanging independent safety lines over an edge and/or corner of a building, all lines should be hung as close to right angles as possible and must be protected by placing a rubber hose or similar device around the lines to protect them from chafing or cutting against the edge or a sharp corner of the building.
- 8) The only materials to be used for rigging are those that are supplied by the Employers.
- 9) When working flat roofs or when the walking of a coping wall is necessary, a safety line must be attached to the person's full body harness and secured to a structurally sound portion of the building.
- 10) At no time is the control lever on a scaffold motor to be tied back for any reason.

- 11) At no time is the person to leave the scaffold motor controls while the scaffold is in motion.
- 12) All swing scaffolds or two-point suspension scaffolds must have at least two persons and no more than three persons (two of which must have one year of scaffold experience) for operation. All house rigs, or four-point suspension scaffolds must have two persons or more. All scaffold use is dependent upon manufacturers' load limits and specifications.
- 13) When it is necessary to cross from a scaffold to a ledge or from a ledge to a scaffold, the person must be hooked up at all times to a separate independent safety line system. When it is necessary to cross from a scaffold to a balcony having a railing of at least 42 inches in height, the person may unhook the safety line only after the person has crossed over the balcony railing and has both feet firmly on the balcony floor. The person must connect the safety line to the safety cable before attempting to cross the balcony railing in order to step back on the scaffold.
- 14) An independent safety line structurally anchored and full body harness must be used for all motorized bosun chairs or basket work.
- 15) No scaffold shall be loaded in excess of the manufacturer's working load limits for which it is intended.
- 16) All scaffolds, cables, safety lines, electrical cords, other rigging equipment and the rigging itself should be inspected prior to being used each day. No equipment that appears damaged, excessively worn, or otherwise unsafe should be used.
- 17) No person is to operate motorized scaffolding without complete knowledge of roof rigging and motor set-up procedures.
- 18) Cables are not to be left on an open roof where rust or corrosion may occur, and any or all ropes that are used for safety tie backs or safety lines are not to be left in open areas where they can be exposed to the elements.
- 19) Any materials other than squeegees, brushes or sponges being used on a scaffold must be secured to the scaffold.

- 20) Electrical systems of all units shall be disconnected and/or shut off when unattended.
- 21) No person shall step beyond and off the end of the scaffold onto a window sill to wash the window regardless of safety equipment.
- 22) All scaffolds will be assembled in accordance with manufacturers as well as OSHA specifications. All scaffolds must have screening attached to the back rail, from stirrup to stirrup, with a minimum of 36 inches in height supported by uprights spaced at a maximum of 8 feet or manufacturer's specifications.

**Chemicals:**

- 1) No person is to work with acid or acid products without full knowledge of cleaning procedures and handling and care of acid or acid products.
- 2) Acid or acid products are not to be mixed with any other chemicals or detergents at any time.
- 3) Rubber gloves and rubber or plastic buckets must be used when working with or handling acid or acid products and must be tested frequently for damage or leaks.
- 4) Manufacturers' instructions must be followed when using all pesticides or bid repellents.
- 5) Material safety data sheets must be available to all men by posting in the shops and/or handouts given when transporting chemicals.

**Snorkels or Aerial Lifts:**

- 1) While a person is working on a snorkel or aerial lift a safety belt or body harness must be worn at all times while in the basket or bucket and a safety lanyard attached to the safety belt or body harness at one end must be connected to a permanent fixture in the basket or bucket. Exception: safety belts or body harnesses are not required when working over a third rail at CTA locations.
- 2) When a person is climbing up or down from the bed of the snorkel truck or aerial lift, the fixed ladder attached to the truck body or a window cleaner's ladder must be used.
- 3) When snorkel or aerial lift is in use, the outriggers shall be extended and set on a firm surface. Outriggers shall not be set on surfaces such as ice, mud, grease or sewer covers.

- 4) Before operating the boom, the truck or aerial lift must be positioned on a level surface.

**Rolling Scaffolds or Stages:**

- 1) No person shall operate a motorized tower or platform whose extended height shall exceed four times the lesser dimension of the base.
- 2) No person shall use a mobile tower or platform unless it has been cross and diagonally braced to secure the vertical members laterally and to square and align the members so that the erected unit is plumb, square and rigid.
- 3) No person shall work on a mobile tower or platform unless the working surfaces shall be tightly planked for the full width of the mobile towers or platforms except for necessary entrance openings.
- 4) No person shall work on a mobile tower or platform unless guard rails not less than 36 inches shall be installed on perimeter of the working platform.
- 5) The force necessary to move the mobile tower or platform shall be applied as close to the base as possible.
- 6) No person shall remain on the mobile tower or platform while it is being moved.
- 7) All tools and equipment shall be secured.
- 8) The mobile tower or platform shall rest upon a suitable, stable base or footing and remain plumb and square during use.
- 9) No person shall use any mobile tower or platform unless it is provided with wheels containing a locking and leveling device. All wheels of the mobile tower or platform, including outrigger wheels, shall be locked and leveled prior to its use by any person.
- 10) No person shall use any non-motorized scaffold exceeding a working height of 12 feet unless outriggers equal to the larger dimensions of the base shall be employed or the scaffold is tied to a permanent fixture of the building.

- 11) No person shall assemble a rolling scaffold unless pins, bolts, or other fasteners of adequate size and sufficient numbers have been provided.
- 12) No means other than a window cleaning pole may be used to exceed the intended maximum height of the working platform.
- 13) No person shall erect mobile tubular scaffolding to be over the maximum height of 36 feet.

**Rope Descent Systems:**

- 1) Rope descent systems are single point suspension systems that require the same principals as two point suspension systems.
  - A. A support system to hold the suspended load.
  - B. A suspended system or work platform.
  - C. A safety system in case of accident.
- 2) The support line or load line must be anchored to a structurally sound portion of the roof. When using a beam or hook for support, care must be taken to insure that proper counter weight is used on the beam or if the building or structure can support the load on a hook. All support systems must have a tieback in place and be securely anchored. All support equipment must meet or exceed OSHA standards.
- 3) The suspended equipment, rope, seat, straps and hardware must meet or exceed OSHA standards.
- 4) The safety system or independent lifeline system must be used. The lifeline must be secured to a structurally sound portion of the roof, independent of the support anchor. All equipment rope, full body harness, lanyard and rope grab must meet or exceed OSHA standards.
- 5) All employees must wear a full body harness, and at all times, be attached to an independent lifeline by means of a lanyard and rope grab while working on a descent control system or when descending or ascending from roof level to or from descent control systems.
- 6) a. Do not overload rope. Sudden stops, strains or shock loading can cause failure.
  - b. Avoid using rope that shows signs of aging and wear.

- c. Avoid all abrasive conditions. Rope will be damaged if subjected to rough or sharp edges.
  - d. Avoid chemical exposure to rope. Fumes or actual contact will damage rope.
  - e. Store rope in cool, dry and well ventilated areas.
  - f. Always consult the supplier or manufacturer if in doubt. Your safety is involved.
- 7) At no time is equipment or tools other than that supplied by the Employer to be used. The exceptions are squeegees, "T" bars, poles, and scrappers.

The following Inspection Procedures should be maintained:

- a. Avoid getting any tar or any other foreign substance on the lines. Inspect frequently.
- b. Check lines daily for chafing and abrasions.

**Other:**

- 1) At no time is a person to use equipment or tools not supplied by the Employer for window cleaning.
- 2) All products or equipment must meet or exceed OSHA standards. All manufacturers' instructions and specifications must be followed.

**APPENDIX B**  
**NATIONAL INDUSTRY PENSION FUND**  
**EMPLOYER CHOICE OF REHABILITATION PLAN SUPPLEMENTAL**  
**CONTRIBUTIONS REQUIRED**

**DEFAULT SCHEDULE:**

2018: 62.5%

**PREFERRED SCHEDULE:**

2018: 99.9%

**APPENDIX C**  
**COMMISSION PAY STRUCTURE**

The Coalition and the Union agree that any Employer may implement a Commission pay structure to replace Piecework pay structure governed by Article 6 of the collective bargaining agreement. The initial implementation of a commission pay structure at any time provided that, at the time of this initial implementation, employees will be given at least fourteen (14) days' notice of the implementation. At any time an Employer offers Piecework, Article 6 of the collective bargaining agreement shall govern and any time an Employer offers Commission, the Appendix language shall apply. In the event that an Employer implements a Commission pay structure, Article 6 (Piecework) of the collective bargaining agreement shall be replaced by the language set forth below (which will be included as an addendum to the collective bargaining agreements executed by each individual Employer):

**COMMISSION WORK**

**1. Pay by Commission Basis.** All employees shall have the right at their sole option to receive compensation through a commission based system, to perform specified jobs at a commission rate of a specified amount per window, per floor, per job, or per drop, completed in a workmanlike manner.

**2. Other Terms of Agreement.** During the period any commission rate is in effect, all other terms of this Agreement (other than the hourly rate) shall remain in effect, and upon the termination of the commission arrangement, all terms of this Agreement shall be in effect.

**3. Commission Disputes.** In the event of any dispute between the employee and the Employer relating to the commission agreement entered into between employee and Employer pursuant to this Agreement, the Union business representative shall have the right to inspect all applicable agreements.

**4. Dispute Resolution Procedure.** In the event of any dispute between the employee and the Employer as to whether the commission rate applicable to a particular job provides an equitable earnings opportunity, that matter may be referred by the Union to a Joint Committee consisting of two Union representatives, one of whom shall be a business agent and the other a rank and file member, whose time spent in service on the Committee will be paid by the Union, and two representatives from the Employer. If this Committee is unable to agree that the commission rate for the job in question provides an equitable earnings opportunity, the members of the Committee shall select a neutral expert. This neutral expert shall review the commission rate in question taking into consideration the requirements of the job and other factors relevant to the determination of whether the commission rate provides an equitable earnings opportunity for a normally qualified employee motivated and working at an incentive pace. If the parties are unable to agree upon a neutral expert, they shall select by lot among a panel of experts designated by the Union and the Employer. A dispute as to whether the commission rate applicable to a particular job provides an equitable earnings opportunity shall not be subject to the grievance and arbitration provisions of this Agreement.

**5. Continuation of Rate.** Unless the method of performing or the nature of a job is changed, each job shall continue to be paid at the same commission rate for the term of this Agreement. In the event that the job is performed by a new or modified method or the nature of a job changes, disputes as to the proper rate for that job shall be resolved in accordance with 6.4.

**6. Increase in Base Rates.** The Employer shall provide the amount the job pays in dollars and/or hours or points to the employees when they are compensated on a piecework/commission basis either before the job is started or within twenty-four (24) hours after starting. Any and all jobs paid in dollars and cents rather than hours will increase in dollars and cents in the same percentage as the increase in wages to the base hourly rate.

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