

**PART III
SUBURBAN CHICAGO**

TABLE OF CONTENTS

ARTICLE I	BARGAINING UNIT.....	35
ARTICLE II	UNION MEMBERSHIP, EMPLOYER RIGHTS AND CHECK OFF	36
ARTICLE III	DISCHARGE AND DISCIPLINE	38
ARTICLE IV	WAGES	39
ARTICLE V	WORKWEEK.....	40
ARTICLE VI	HOLIDAYS.....	41
ARTICLE VII	VACATIONS.....	43
ARTICLE VIII	TERMINATION-VACATION ACCRUAL-FINAL PAYCHECK	45
ARTICLE IX	FUNERAL LEAVE	45
ARTICLE X	WORKING CONDITIONS	46
ARTICLE XI	VETERAN'S RIGHTS.....	47
ARTICLE XII	HEALTH AND WELFARE FUND	47
ARTICLE XIII	PENSION FUNDS/401 K.....	49
ARTICLE XIV	HEALTH AND WELFARE –PENSION DELINQUENCIES	50
ARTICLE XV	SENIORITY	51
ARTICLE XVI	LEAVES OF ABSENCE	53
ARTICLE XVII	STRIKES, LOCKOUTS, PICKETING.....	54
ARTICLE XVIII	GRIEVANCE PROCEDURE AND ARBITRATION	54
ARTICLE XIX	JOINT COMMITTEE ON SAFETY AND SECURITY	56
ARTICLE XX	CLASSIFICATIONS AND EARNINGS	56
ARTICLE XXI	UNION ACTIVITIES IN BUILDINGS	56
ARTICLE XXII	JURY SERVICE	57
ARTICLE XXIII	MISCELLANEOUS PROVISIONS	57
ARTICLE XXIV	MAINTENANCE OF CONDITIONS.....	58
ARTICLE XXV	REGISTRATION OF ALL JOB LOCATIONS	60
ARTICLE XXVI	JOB BIDDING PROCEDURES	61
ARTICLE XXVII	CHANGE OF EMPLOYER	61
ARTICLE XXVIII	SUBCONTRACTING.....	61
ARTICLE XXIX	INSPECTION OF RECORDS.....	62
ARTICLE XXX	CONTRACT BINDING UPON EMPLOYER	62

**PART III
SUBURBAN CHICAGO**

THIS AGREEMENT, entered into by the Employer ("EMPLOYER") and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 ("UNION"), covers wages, hours and working conditions for Janitorial employees and Working Supervisors ("EMPLOYEES") who are now or may hereafter be employed by the EMPLOYER.

**ARTICLE I
BARGAINING UNIT**

The EMPLOYER recognizes the UNION as the sole and exclusive representative of all Janitorial employees and Working Supervisors employed in buildings which are now or may hereafter be serviced by the EMPLOYER within the jurisdiction of the UNION.

The EMPLOYER and EMPLOYEES shall not bargain independently of the UNION with respect to wages, hours of employment or working conditions, as provided in this Agreement; the right to bargain on behalf of all EMPLOYEES is vested solely in the UNION. All bargaining unit work performed within buildings covered by this Agreement shall be performed solely by EMPLOYEES within the bargaining unit set forth in this Agreement.

Suburban Chicago is hereby defined to include all commercial office buildings, larger than 75,000 square feet, within the following boundaries:

- | | |
|---------------|--|
| On the East: | Lake Michigan except non-residential buildings, in the Chicago central area (defined as the area west of Lake Michigan, bounded by and including 18 th Street, Ashland Avenue and North Avenue) |
| On the North: | Wisconsin border |
| On the South: | Indiana border and Steger Road/Switzer Road/Joliet Road to Fox River |
| On the West: | Fox River |

ARTICLE II
UNION MEMBERSHIP, EMPLOYER RIGHTS AND CHECK OFF

Section 1. The EMPLOYER agrees not to discriminate against members of the UNION nor to engage in unfair practices. The right to hire and to discharge for just cause shall be vested solely in the EMPLOYER. The EMPLOYER shall have the right to decrease the day porter staff on the written request of the building manager. All present EMPLOYEES shall become members of this UNION within thirty-one (31) days after the date hereof, and all new EMPLOYEES shall become members of the UNION within thirty-one (31) days after being hired, or on the effective date hereof, whichever is later.

The UNION agrees to accept EMPLOYEES as members under the same terms and conditions as other members are admitted to this UNION. Subject to the above provision, all EMPLOYEES shall become and remain members of the UNION in good standing for the duration of this Agreement as a condition of employment. The term member or members in good standing shall be limited to the payment of the initiation fees and dues uniformly required as a condition of acquiring or retaining membership and shall be a financial obligation only.

Section 2. The EMPLOYER agrees to deduct in the first month of each quarter, (and prior to the 20th day of such month) on a monthly basis, (and prior to the 20th of such month) from the pay of every EMPLOYEE, who has executed and caused to be delivered to the EMPLOYER a written assignment, the regular quarterly dues and the initiation fee of the Union, if due and owing, which are necessary to keep such employee as a member in good standing in accordance with the Constitution and Bylaws of the Union, as certified to the EMPLOYER by the Union. Where the employee, who is on check off, has insufficient earnings during the first month of the quarter, the deductions shall be made by the EMPLOYER from the next wage payment in accordance with billings furnished by the Union.

The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "authorization" for purposes of this Agreement. The Employer shall accept electronic confirmation from the Union on a monthly basis using a commercially available spreadsheet regarding new sign-ups.

The Employer will submit such sums in total to the Secretary-Treasurer of Local 1 no later than ten (10) days after such deduction was made. Where the employee, who is on check-off, has insufficient earnings during the first pay period in the month, the deductions shall be made by the Employer from the next wage payment in accordance with billings furnished by the Union. With each monthly check-off record, the Employer

shall give by building the names, the address where the employee works, wage rate, hours worked per week, address, primary or cell phone (whichever is provided), email address (if available), social security numbers (last four (4) digits), and starting dates of all employees of the Employer who performed janitorial services in the building during the preceding month including, where known, their status as temporary, extra, substitute, or regular employees. The Employer shall provide, on a quarterly basis, the names of any termed employees, social security numbers (last four (4) digits) and their last day worked

The EMPLOYER agrees that such deductions shall constitute Trust Funds and will be forwarded by the EMPLOYER to the Union within ten (10) days after such deduction is made. Any EMPLOYER who, without a bona fide reason, intentionally fails to remit such deductions within thirty (30) days on two (2) occasions within any twelve (12) month period shall, in the event of any subsequent failure, be required to pay in addition to the delinquent amount, interest at the rate of two percent (2%) per month thereon, and liquidated damages at the rate of five percent (5%) per month thereon, as well as all costs incurred by the Union in recovering such delinquent amounts, including attorney and auditor fees and court costs.

The Union agrees to indemnify and save the Employer harmless from any liability incurred by reason of such deductions and any process set forth in Section 2 of this Agreement.

Section 3. The EMPLOYER shall discharge an EMPLOYEE for non-payment of UNION fees or dues within ten (10) days after the EMPLOYER'S receipt of written notice from 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, defend and hold the EMPLOYER harmless against all liability, damages, claims and costs incurred by the EMPLOYER, including but not limited to court costs, judgments and attorney fees and expenses, by reason of the EMPLOYER'S compliance with this Section. The UNION reserves the right, at its option and at its own expense, to appear and defend all such claims whenever suit is brought against the EMPLOYER. EMPLOYEE protests of discharge for alleged non-payment of UNION initiation fees or dues will not be subject to the grievance procedure or arbitration.

Section 4. 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 5. Management Rights

Nothing in this Agreement shall limit the employer in its sole exercise of its function of management, and subject to the provisions of the Agreement, the Employer shall manage its business, including, but not limited to, the right to direct the work of the employees; plan, direct and control its operations, hire, promote and demote, discipline, suspend or discharge for just cause; reorganize its operations and assign employees. In addition, the Employer shall retain the right to add or modify any part or whole of its operations, provided nothing is done in violation of this Agreement and the right to establish reasonable work rules and regulations.

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

Section 6. The steward shall be provided a fifteen (15) minute period on the clock to meet with any new employee(s) to orientate them to the Union and the collective bargaining agreement within thirty (30) days of the new employee's start date..

ARTICLE III
DISCHARGE AND DISCIPLINE

Section 1. Except as otherwise provided by this Agreement, no EMPLOYEE may be discharged, suspended, disciplined or otherwise penalized without just cause. The EMPLOYER agrees that all discipline should be progressive, absent compelling circumstances warranting immediate termination or acceleration of disciplinary penalties.

In addition to those circumstances mentioned elsewhere in this Agreement, just cause circumstances for discharge shall include, but not be limited to, unlawful use or unlawful possession of controlled substances, intoxication, gross insubordination, theft, gross negligence, violence in the workplace, sexual or other unlawful harassment, possession of firearms, and disrespectful treatment of a tenant, visitor, or employee.

Section 2. In cases where the EMPLOYER believes that an EMPLOYEE'S job performance has become unsatisfactory, such as when an EMPLOYEE is believed to be careless or excessively absent or tardy, the EMPLOYER will notify the UNION, in writing, of such belief and the UNION and the EMPLOYER shall cooperate in investigating the matters and taking corrective measures, if warranted. If the EMPLOYER contemplates severe disciplinary action beyond a reprimand, then the EMPLOYER will notify the UNION in writing of such belief and the UNION will promptly acknowledge, in writing, receipt of such notice. The UNION need not acknowledge receipt of simple warnings or reprimands in which the EMPLOYER does not state that severe disciplinary action is contemplated. No warnings or reprimands shall be considered for purposes of disciplinary action after twenty-four (24) months from the date of the warning or reprimand.

ARTICLE IV
WAGES

Section 1. EMPLOYEES who work in the buildings larger than 75,000 square feet, shall receive the following increases in pay during the term of this Agreement:

<u>DATE</u>	<u>HOURLY INCREASE</u>	<u>MINIMUM HOURLY RATE</u>
4/5/21	\$ 0.25	\$15.85
4/4/22	\$ 0.45	\$16.30
4/3/23	\$ 0.50	\$16.80

EMPLOYEES who, as of the above effective dates, were receiving pay rates in excess of those provided by the previous agreement between the parties or this Agreement shall be entitled to receive the full amount of the hourly increases.

Section 2. (a) There shall be a premium of fifty (.50) cents per hour paid when the following work is performed.

High level work - 12 feet and over from floor level
Furniture crating and uncrating
Removal of tile affixed to the floor
Moving and storing of construction equipment and material
Exterior metal refinishing - after one hour in one day - from first hour of work
Loading and unloading of trucks and dock labor - after 2 hours in one day-from first hour of work
Moving furniture-after 2 hours in one day - from first hour of work
Snow Removal

(b) Demolition and initial cleanup in connection therewith shall be at a rate equal to one and one-half times the regular hourly rate.

(c) Where an EMPLOYEE performs work described in this Section for twenty (20) minutes or less per day, there shall be no adjustment in pay. Except as specifically provided herein, EMPLOYEES who perform work described by this Section for more than twenty (20) minutes in a day, shall be guaranteed appropriate pay for a minimum of two (2) hours. No reassignments or change in duties being performed can be made for the purpose of downgrading an EMPLOYEE.

Section 3. **Trainees** - EMPLOYEES who do not have prior work experience in office buildings in the Chicago Suburban area, will be trainees during their first ninety (90) days of employment at an hourly rate thirty (\$0.30) cents below scale for the job for which they are being trained. In order to be considered as having prior work experience, an EMPLOYEE must have completed the trainee period.

Section 4. **Working Supervisors** - Janitorial working supervisors shall be paid the greater of (1) the hourly rate of the highest paid EMPLOYEE they supervise or their

own job rate, if higher, plus the cents per hour they were over scale under the prior Agreement: or (2) a minimum of \$0.20 per hour above their own job rate, or \$0.20 per hour above the hourly rate of the highest paid EMPLOYEE they supervise, whichever is higher. Salaried working supervisors are entitled to corresponding differentials.

Section 5. Call In Pay - An EMPLOYEE not scheduled to work on a Saturday or Sunday who is called in to work shall be given at least four (4) hours of work.

Section 6. Pay Period - EMPLOYEES shall be paid at their job location no less often than every two (2) weeks.

ARTICLE V **WORKWEEK**

Section 1. The workweek for EMPLOYEES shall be from thirty-five (35) to forty (40) hours to be worked in five (5) consecutive days. An EMPLOYEE whose workweek is between thirty-five (35) and forty (40) hours as of the effective date of this Agreement shall continue to maintain such workweek.

Section 2. The workday (or night) shall not exceed one (1) hour in excess of actual working time.

Section 3. The EMPLOYER guarantees thirty-five (35) hours of work to regularly employed EMPLOYEES who are ready, willing and able to work such hours; provided, however, that EMPLOYERS maintaining regular work weeks of less than 40 hours as of the effective date of this Agreement may continue to maintain such work weeks. This section is inapplicable in the event that work is unavailable due to an Act of God or other circumstances beyond the Employer's control, including but not limited to fire, snowstorm, flood, or an act of terrorism.

Section 4. All work in excess of forty (40) hours in one workweek or all work in excess of the regular weekly schedule of the EMPLOYEE shall constitute overtime and shall be paid at the rate of one and one-half (1-1/2) times the EMPLOYEE'S regular hourly rate.

Section 5. If any EMPLOYEE is required to work beyond his or her regularly scheduled hours in any day, he or she shall not be required to take compensative time off unless otherwise agreed to by the EMPLOYER and the UNION, and said EMPLOYEE shall be paid for the extra time, except that overtime payment is not required unless the EMPLOYEE'S total of work hours in that workweek is more than forty (40) hours, or in excess of the regular weekly schedule of the EMPLOYEE.

Section 6. The EMPLOYER shall not unreasonably demand work in excess of regularly scheduled hours of any EMPLOYEE, and the refusal of an EMPLOYEE to work more than twenty (20) hours of such excess time in any month, shall not constitute grounds for discharge of such EMPLOYEE.

Section 7. With the consent of the UNION, the EMPLOYER may use a six (6) day week, Monday through Saturday.

Section 8. For the term of this Agreement the presently scheduled hours of the individual EMPLOYEES shall not be reduced without the written consent of the UNION, but EMPLOYEES presently working more than forty (40) hours may, at the election of the EMPLOYER, be reduced to forty (40) hours per week.

Section 9. All work done on Sunday shall be paid at one and one-half (1-1/2) times the EMPLOYEE'S regular straight time hourly rate, unless Sunday is part of the regular work week, then Sunday work is paid at the regular straight time hourly rate.

Section 10. Overtime work shall be distributed equitably among EMPLOYEES able and qualified to perform the needed overtime work.

Section 11. The provisions of this Agreement are in lieu of the rights and benefits provided by the City of Chicago Fair Workweek Ordinance. The parties expressly agree that all rights, requirements and benefits under the Chicago Fair Workweek Ordinance are hereby expressly waived.

**ARTICLE VI
HOLIDAYS**

Section 1. The following days shall be observed as holidays for all EMPLOYEES except trainees during their first ninety (90) days of employment:

New Year's Day	Sat, 1/1/22	Sun, 1/1/23	Mon, 1/1/24
Memorial Day	Mon, 5/31/21	Mon, 5/30/22	Mon, 5/29/23
Fourth of July	Sun, 7/4/21	Mon, 7/4/22	Tues, 7/4/23
Labor Day	Mon, 9/6/21	Mon, 9/5/22	Mon, 9/4/23
Thanksgiving Day	Thu, 11/25/21	Thu, 11/24/22	Thu, 11/23/23
Day after Thanksgiving Day or such other day as may be mutually acceptable to the Employer and the Union			
½ Day Christmas Eve*	Fri, 12/24/21	Sat, 12/24/22	Sun, 12/24/22
Christmas Day	Sat, 12/25/21	Sun, 12/25/22	Mon, 12/25/23
½ Day New Year's Eve*	Fri, 12/31/21	Sat, 12/31/22	Sun, 12/31/23

Each EMPLOYEE covered by this Agreement who has completed one (1) or more full years of service with the EMPLOYER shall, in each year of employment, receive three (3) personal holidays

Personal holiday may be used for paid time off as long as EMPLOYEES notify their EMPLOYER in accordance with the EMPLOYER's policies but in no event less than two (2) hours prior to the start of their shift. Such paid time off shall be subject to the scheduling terms set forth in Article VII, Section 7 of this Agreement.

If however, the EMPLOYER is granting more paid holidays than herein provided to any EMPLOYEES at the time it executes this Agreement, it shall continue to provide those holidays to such EMPLOYEES and any EMPLOYEES who replace them for the life of the Agreement.

Section 2. Each regular EMPLOYEE shall be credited with the normal number of hours at straight time in his or her shift on each of such holidays and, in the case of those holidays which fall on what would have been the EMPLOYEE'S regular workday, such time shall be credited as time worked in computing overtime.

Section 3. When a holiday falls on an EMPLOYEE'S day off, he or she shall be credited with eight (8) hours at straight time (4 hours in the case of one-half day holiday). For EMPLOYEES who regularly work less than forty (40) hours per week, the credited hours shall be the number of hours of the EMPLOYEE'S regular daily shift (1/2 that number in the case of 1/2 day holidays), excluding Saturdays or short hour shifts. Each regular part time EMPLOYEE shall be paid for the aforesaid holidays on a pro rata basis; that is, the percentage which said EMPLOYEE'S hours each week represent to a forty (40) hour week.

Section 4. EMPLOYEES required to work on holidays shall be paid extra for such hours worked at one and one-half (1-1/2) times their regular hourly rate in addition to the holiday pay. The EMPLOYER may schedule regular night shifts either at the beginning or end (but not both) of a calendar day designated as a holiday. EMPLOYEES working on one of these regular shifts will not be considered to be working on a holiday even if some of the hours worked happen to fall on the calendar day of the holiday. Night shift EMPLOYEES working a regular night shift which is at the beginning of the calendar holiday will be deemed to celebrate their holiday at the end of that day, and vice versa.

Section 5. To be eligible to receive holiday pay, the EMPLOYEE must have been employed by the EMPLOYER for at least ninety (90) calendar days prior to the holiday and worked all of his or her scheduled hours on the EMPLOYEE'S last scheduled work day before and the EMPLOYEE'S next scheduled workday following the holiday, provided that tardiness of up to one hour or leaving work early (with the approval of the EMPLOYER) on either of such days shall not disqualify the EMPLOYEE from receiving holiday pay. EMPLOYEES on approved leaves of absence or layoff who are otherwise eligible to receive holiday pay shall, upon their return to work, receive holiday pay for holidays occurring within ninety (90) days following their last previous day worked. EMPLOYEES substituting for EMPLOYEES on approved leaves of absence shall not be eligible to receive holiday pay for the first ninety (90) days of said leaves of absence. Employees on approved vacation, personal days approved two weeks in advance, or funeral leave that ends or begins the day before or after a holiday, are entitled to compensation pursuant to this provision.

Section 6. Any EMPLOYEE who habitually takes an extra day off in connection with the holidays provided for in this Article for reasons obviously not justified, shall be subject to a warning or reprimand, and, thereafter, to progressive discipline by the EMPLOYER.

Section 7. For those EMPLOYERS that grant their EMPLOYEES the birthday holiday, the UNION will, through its usual forms of communication and its stewards, urge all EMPLOYEES to provide the EMPLOYER with not less than two (2) calendar weeks' advance notice of the date upon which the EMPLOYEE'S birthday falls. If a regular payday falls on a holiday, EMPLOYEES shall be paid on the day before the holiday, and paychecks shall be dated accordingly.

Section 8. In the event that there is one date provided for under Illinois law with respect to a holiday called for in this Agreement and another date provided for by Federal Law, the date established by Federal law, shall be observed, provided that a building as a unit may choose to observe the Illinois date to accommodate the needs of tenants.

Section 9. 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 VII **VACATIONS**

Section 1. Regular EMPLOYEES who have been in the service of any building continuously for:

- One year, shall be given an annual vacation of one week with pay;
- Two years, shall be given an annual vacation of two weeks with pay;
- Ten years, shall be given an annual vacation of three weeks with pay;
- Twenty-five years, shall be given an annual vacation of four weeks with pay.

If, however, the EMPLOYER is granting more vacation than herein provided to any EMPLOYEES at the time it executes this Agreement, it shall continue to provide those vacation days to such EMPLOYEES and any EMPLOYEES who replace them for the life of the Agreement.

Section 2. An additional day's vacation (or one-half day in the case of one-half day holidays) shall be allowed an EMPLOYEE whose vacation period includes one of the holidays listed herein.

Section 3. Service shall be deemed continuous notwithstanding leaves of absence for sickness, maternity or other reasons agreed to by the EMPLOYER.

Section 4. . Employees shall be permitted to take vacation in the same year in which it is earned meaning employees are entitled to take vacation during the first year of employment and each year thereafter, based upon the pro-rata amount earned that year. In the first year of employment, employees will not be permitted to take vacation until they are within six (6) months of their seniority date. If an employee has worked less than fifty-two (52) weeks, such vacation shall be based upon the scheduled hours during the total number of weeks the employee has worked. Employees may not carry over accrued but unused vacation days beyond the end of the year following the year in which the vacation is earned. Any accrued but unused vacation days will be surrendered at the end of the year following the year upon which the vacation was earned, *unless there is a mutually agreed upon written agreement between the parties to carry over vacation due to an emergency designated by the Employer.*

Section 5. Vacation accrual shall be given to a regular EMPLOYEE so long as such EMPLOYEE is carried on the payroll of the EMPLOYER (even though no compensation is paid). No vacation accrual is to be credited to a temporary, extra, substitute, floater or vacation replacement EMPLOYEE; provided, however, that any temporary EMPLOYEE who has been employed by the EMPLOYER for more than twelve (12) consecutive months shall receive vacation pay. Vacation accrual for such temporary, extra or substitute, floater or vacation replacement EMPLOYEE begins only at such time as the regular EMPLOYEE is dropped from the payroll or after twelve (12) consecutive months of employment by the EMPLOYER, whichever occurs first. An EMPLOYEE who is absent for 180 days or more shall not be eligible for paid vacation until he/she has returned to active employment for at least ninety (90) days, unless the EMPLOYEE is permanently disabled.

Section 6. Vacation rights of EMPLOYEES shall not be affected by a change of ownership, management, or EMPLOYER of the building so long as they remain in the employ of the successor EMPLOYER. Any EMPLOYEE employed by an EMPLOYER whose employment is terminated by reason of change of EMPLOYERS during the EMPLOYEE'S first year of employment in a building and who is retained in the same building by the new EMPLOYER shall, upon completion of his or her full first year of employment in the building, be entitled to a full vacation with pay from the new EMPLOYER, less any vacation pay which may have been received by the EMPLOYEE from the displaced EMPLOYER.

Section 7. For vacation scheduling purposes, an EMPLOYEE shall receive his or her vacation in accordance with seniority and in keeping with the normal vacation scheduling of the building or at such other time as may be mutually acceptable to the EMPLOYER and the EMPLOYEE.

Section 8. Vacation checks for only the earned and approved vacation time requested by the employee with fifteen (15) days of advance notice or more shall be paid to the EMPLOYEE no later than the last scheduled day of work before the beginning of the EMPLOYEE'S scheduled vacation.

Section 9. Each regular EMPLOYEE shall be credited with the normal number of hours at straight time in his or her shift on each of such vacation days and, in the case of those vacation days which fall on what would have been the EMPLOYEE'S regular work day, such time shall be credited as time worked in computing overtime.

EMPLOYEES required to work on scheduled vacation day(s) shall be paid for hours worked on such days at one and one-half times their regular hourly rate in addition to vacation pay' provided, however, that the foregoing shall not apply if the EMPLOYER and EMPLOYEE agree to reschedule the previously scheduled day(s).

ARTICLE VIII **TERMINATION-VACATION ACCRUAL-FINAL PAYCHECK**

Section 1. Any EMPLOYEE who has been in the service of the EMPLOYER for more than 1 year and whose employment is terminated for any reason, shall be compensated on a pro rata basis, taking into account the EMPLOYEE'S accrued vacation, if any, and the period worked since the first or anniversary date of employment compared with the vacation to which the EMPLOYEE would be entitled if the EMPLOYEE worked the entire year.

Section 2. The EMPLOYER shall give to the EMPLOYEE and the UNION, written notice of the reason for discharge ten (10) days prior to the effective date of the discharge, or ten (10) days' pay, in addition to all other benefits which the EMPLOYEE had accrued to date of discharge. The day on which notice is given shall be excluded from the ten (10) day period. The EMPLOYEE may resign by giving to the EMPLOYER the same notice. Any EMPLOYEE shall receive his or her final paycheck in full at the time of separation, if possible, but in any case, within five (5) days or at the next regular payday, whichever comes first. EMPLOYEES engaged in criminal activity and fired for just cause due to their criminal activity will receive no notification pay in lieu of notice.

ARTICLE IX **FUNERAL LEAVE**

The EMPLOYER agrees to pay EMPLOYEES covered by this Agreement for necessary absence on account of death in the immediate family, up to and including a maximum of three (3) scheduled work days at straight time, provided the EMPLOYEE attends the funeral.

The term "immediate family" shall mean: current spouse, parent, step parent, child, step child, brother, sister, current father-in-law and mother-in-law, grandparent, or grandchild. In the event the EMPLOYEE is unable to attend the funeral, the EMPLOYEE shall be allowed one (1) day at straight time. One (1) day's pay at straight time shall be given on account of death of an EMPLOYEE'S current brother-in-law, sister-in-law, son-in-law or daughter-in-law. At the request of the EMPLOYER, the EMPLOYEE shall furnish a death certificate or other acceptable verification of death and proof of relationship acceptable to the EMPLOYER.

If an employee is on a scheduled paid personal holiday or vacation at the time of a death that qualifies for paid funeral leave, the employee shall be credited the number of paid leave days equal to the actual paid funeral leave taken provided that the employee notifies the Employer within ten (10) working days of the date of death.

ARTICLE X **WORKING CONDITIONS**

Section 1. If uniforms are required, it is agreed that the EMPLOYER shall, at its own expense, furnish them. The EMPLOYEES on their part, agree to take good care of such uniforms, clean them, unless the EMPLOYER already launders them, and wear them only in the course of their duties during working hours and during lunch time. The EMPLOYER shall furnish rubbers to EMPLOYEES whose duties regularly require them to walk in water. If uniforms are furnished by the EMPLOYER, the EMPLOYER shall furnish appropriate outdoor garments for snow removal or other outdoor work.

Section 2. The EMPLOYER shall provide clean, sanitary locker room area and lockers, with washing facilities, soap and towels to the extent that such facilities exist. Each building shall provide and maintain an adequate first aid kit in the office of the building or some other central location.

Section 3. The EMPLOYER shall furnish cleaning supplies in sufficient quantity and maintain all equipment in such state of repair as is required to perform the work assigned.

Section 4. The EMPLOYER shall maintain comfortable working conditions and reasonable temperatures for all EMPLOYEES, including night crews in sealed buildings. The EMPLOYER shall operate such heating and air conditioning equipment and/or fans, under its control, in order to maintain comfortable working temperatures in a manner consistent with the foregoing provision. Adequate lighting shall be provided in public areas to allow EMPLOYEES access to the areas they are to service.

Section 5. It is agreed that there shall be no limitation on the type of work now being performed by any EMPLOYEE.

Section 6. Each EMPLOYEE shall be entitled to twenty (20) minutes of paid, nonworking time per day which shall be taken in two (2) rest periods.

Section 7. The EMPLOYER shall not impose an unreasonable workload upon any EMPLOYEE or add on any duties over a reasonable work load. In the event an EMPLOYEE is absent the remaining EMPLOYEES may be temporarily assigned to do part of the work assignments of the absent EMPLOYEES but they shall not be expected to perform their regular full workloads and the extra work.

There will be a list posted in each building (preferably near the time clock) of the duties to be performed by EMPLOYEES when going on “extra” and what the EMPLOYEES are required to do of their own work.

The only duties to be performed are:

1. Pick up trash:
2. Spot vacuum common areas, not offices, unless there is a spillage or mess:
3. Washrooms which are traditionally part of regular assignment:
4. If there is a Kitchen or Eating Area which is traditionally part of the regular cleaning assignment all regular duties shall be completed.

If the cleaning specifications for a specific location are at a reduced level than stated above, the Union and the Contractor shall negotiate an appropriate extra process for that specific location.

Any change of these “extra” duties will be negotiated between the parties.

The list of “extra” duties will be translated into Polish, Spanish and Ex-Yugoslavian.

This listing shall only apply to those specific workers who are assigned to extra to cover for an employee who is absent (birthday holiday, personal day, floating holiday, calling off sick – less than 5 days) on a given shift.

Section 8. No EMPLOYEE shall be required to perform any work under abnormally dangerous conditions, and a failure to perform work under such circumstances, shall not be considered a cause for discharge or discipline.

ARTICLE XI VETERAN'S RIGHTS

The reemployment rights of EMPLOYEES who are now or may later be in military service and the duties of the EMPLOYER in relation to them, shall be governed by the applicable provisions of Federal and State Laws.

ARTICLE XII HEALTH AND WELFARE FUND

Section 1. For the period April 5, 2021 through June 30, 2023, EMPLOYERS shall contribute the amount of eight hundred seven dollars and seventy-three cents (\$807.73) each month on behalf of each EMPLOYEE on its active payroll regularly working thirty (30) hours or more per week to the SEIU Local 1 & Participating Employers Health Trust; provided, however, that the EMPLOYEES' contributions shall be prorated for those months in which 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 XVI, Section 1 and 2 and Section 4 of this Article, respectively.

Section 2. For the period July 1, 2023 through April 8, 2024, EMPLOYERS shall contribute the amount of eight hundred sixteen dollars and forty cents (\$816.40) each month on behalf of each EMPLOYEE on its active payroll regularly working thirty (30) hours or more per week to the SEIU Local 1 & Participating Employers Health Trust; provided, however, that the EMPLOYEES' contributions shall be prorated for those months in which 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 XVI, Section 1 and 2 and Section 4 of this Article, respectively

Section 3. The EMPLOYER adopts the provisions of and agrees to comply with and be bound by the Trust Agreement establishing the SEIU Local 1 & Participating Employers Health Trust and all amendments thereto, and also hereby irrevocably designates as its representatives the Trustees named as employer Trustees in said Agreement, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of said Trust and all actions to be taken by such Trustees within the scope of their authority.

Section 4. Welfare Fund payments shall be continued on eligible EMPLOYEES when said EMPLOYEES are on a medical leave of absence up to the periods provided for in Article XVI, Section 1, or beyond that period for special reasons agreed to by the EMPLOYER and the UNION. Welfare Fund payments shall be continued on eligible EMPLOYEES when said EMPLOYEES are on a personal leave of absence up to a period of ninety (90) days, or a UNION business leave of absence for up to the approved amount of leave, or beyond that period for special reasons agreed to by the EMPLOYER and the UNION. Beyond that time, the Welfare Fund payment shall be made for and on behalf of the temporary, extra, substitute, floater or vacation replacement employee, but in no event shall an EMPLOYER incur such costs on behalf of both the EMPLOYEE on leave and the replacement EMPLOYEE concurrently. Any temporary, extra, substitute, floater or vacation replacement EMPLOYEE who has been employed either by the EMPLOYER or by the janitorial contractor performing bargaining unit work for the EMPLOYER for more than twelve (12) consecutive months shall have contributions made on his/her behalf.

Section 5. The EMPLOYER shall make remittances to the Welfare Fund on or before the fifteenth (15th) calendar day of the month following the month in which the work was performed.

Section 6. With each report to the Welfare Fund, the EMPLOYER shall give the names, Social Security numbers and starting dates of new, regular EMPLOYEES and termination date of regular EMPLOYEES.

Section 7. Payments to the Welfare Fund shall be made on the prelisted remittance forms sent by the Fund Office, or reproduced records which give all the required information in a form acceptable to the Fund. Failure to submit the required information in a form acceptable to the Fund will result in the EMPLOYER to be deemed delinquent.

ARTICLE XIII
PENSION FUNDS/401 (K) PLAN

Section 1. The EMPLOYER shall have no obligation to contribute to the SEIU Local 1 & Participating Employers Pension Trust on behalf of its EMPLOYEES working in Suburban Chicago. If, however, the EMPLOYER is making any such contributions on behalf of EMPLOYEES on the date that it executes this Agreement, it shall continue to make such contributions on behalf of such EMPLOYEES so long as they continue to be employed. Upon their departure, the EMPLOYER shall make such contributions on behalf of the next most senior EMPLOYEE who is not then receiving such coverage for the life of this Agreement.

EMPLOYERS making SEIU Local 1 & Participating Employers Pension Trust contributions on behalf of EMPLOYEES described above shall make contributions as established in Part I, Article XIII of this Agreement.

Section 2. SEIU Local 1 Local 1 Suburban 401(k) Retirement Savings Fund

(a) For the period April 5, 2021 through April 4, 2022 Employers shall contribute to the SEIU Local 1 Suburban 401(k) Savings Retirement Fund at the rate of forty cents (\$.40) per regular, non-overtime hour worked for each employee. Paid holidays, paid vacations and funeral absence (up to three working days) are deemed time worked for Retirement Fund contribution purposes. In the event an employee works during his or her holiday or vacation, one payment to the Retirement Fund is all that will be required.

(b) For the period April 5, 2022 through April 4, 2023 Employers shall contribute to the SEIU Local 1 Suburban 401(k) Savings Retirement Fund at the rate of fifty cents (\$.50) per regular, non-overtime hour worked for each employee. Paid holidays, paid vacations and funeral absence (up to three working days) are deemed time worked for Retirement Fund contribution purposes. In the event an employee works during his or her holiday or vacation, one payment to the Retirement Fund is all that will be required.

(c) For the period April 5, 2023 through April 4, 2024 Employers shall contribute to the SEIU Local 1 Suburban 401(k) Savings Retirement Fund at the rate of sixty cents (\$.60) per regular, non-overtime hour worked for each employee. Paid holidays, paid vacations and funeral absence (up to three working days) are deemed time worked for Retirement Fund contribution purposes. In the event an employee works during his or her holiday or vacation, one payment to the Retirement Fund is all that will be required.

ARTICLE XIV
HEALTH AND WELFARE –PENSION DELINQUENCIES

Concerning pension delinquencies, this Article only applies if the EMPLOYER has an obligation under Part III, Article XIII to make contributions to the Pension Fund.

Section 1. Resolution of Coverage. Any uncertainty regarding the obligation of the EMPLOYER to make contributions to the appropriate Welfare Fund or Pension Trust with respect to new buildings or new EMPLOYEES shall be resolved by the parties hereto.

Section 2. Right to Strike. The EMPLOYERS recognize the necessity of making prompt Health and Welfare and Pension contributions to preserve the benefit standing of EMPLOYEES and ensure adequate funding of benefits. If an EMPLOYER remains delinquent in making payments to either the Welfare Fund or the appropriate Pension Trust for a period of 10 days after written notice of delinquency is given to the EMPLOYER, or refuses to produce payroll records in accordance with the payroll audit provisions of the Trustees' collection policy, the Union may strike the EMPLOYER to enforce such payments or production of records without regard to the no-strike clause in Article XVII or the grievance and arbitration procedure provided in Article XVIII. The delinquent EMPLOYER shall also be responsible for reimbursement to EMPLOYEES of wages lost because of any strike action taken by the UNION under this Article.

Section 3. Delinquencies, Interest and Liquidated Damages. If the Trustees do not receive full amount of the EMPLOYER'S required Welfare Fund or Pension Trust contribution and the accompanying remittance form by the dates set forth in Article XII, Section 7 and Article XIII, Section 7 with respect to which contributions are due, the Employer will be required to pay, in addition to the amount of such contribution, interest and liquidated damages at the rates specified in the Trust Agreements on the unpaid amount, as well as accountants' and attorneys' fees and court costs, if any, incurred in effecting collection. The EMPLOYER acknowledges receipt of the Trust Agreements and represents to the UNION and the Funds that it has read the interest and liquidated damages provisions and that the liquidated damages provision is a reasonable approximation of damages to the Funds which are difficult to ascertain. EMPLOYER further acknowledges that any right of the Trustees to waive interest or liquidated damages pursuant to the collection policy described in Section 4, below, shall not modify the EMPLOYER'S agreement that the maximum liquidated damages specified in the Trust are reasonable approximation of actual damages under all circumstances where the EMPLOYER is delinquent.

Section 4. Collection Policy. EMPLOYER acknowledges that the Trustees of the Funds have the Fiduciary obligation under the Employee Retirement Income Security Act of 1974 as amended ("ERISA") to ensure prompt collection of EMPLOYER contributions and the resolution of delinquencies through the use of payroll audits and other enforcement procedures. Accordingly, the EMPLOYER hereby irrevocably designates as its representatives the Trustees named Employer Trustees of the Funds and their successors in connection with the adoption, amendment and administration of a collection policy setting forth payroll audit and collection procedures in accordance with

the terms and conditions of ERISA prohibited transaction class exemption 76-1. EMPLOYER hereby consents to and agrees to be bound by the provisions of such collection policy, as amended, as though fully set forth in this Agreement. A copy of the current collection policy as adopted by the Trustees is attached as Exhibit A.

Section 5. Assignment of Payments to the Trust. EMPLOYER hereby assigns to the Funds a portion of its compensation for services rendered to the EMPLOYER, equal to the EMPLOYER'S monthly contributions to the Funds based on the most recent remittance report on file at the Funds' offices (the "Monthly Contribution"). If the trustees of either of the Funds determine that an EMPLOYER is delinquent in making full contributions to the Funds with respect to any three months (whether or not consecutive), then in addition to all other remedies available to the Funds, the Funds may present a copy of this executed collective bargaining agreement to the manager(s) and request direct payment from the manager(s) of the full Monthly Contribution. Payment of all Monthly Contributions to the Funds will continue to be made directly to the Funds by the manager until the EMPLOYER submits a separate payment to the Funds to satisfy all delinquencies and accrued interest and liquidated damages.

ARTICLE XV SENIORITY

Section 1. The term "seniority" shall mean the length of service of a regular EMPLOYEE in a building; provided that new EMPLOYEES shall be considered probationary EMPLOYEES for the first forty-five (45) calendar days of employment. During their probationary period, EMPLOYEES shall have no seniority and may be laid off or terminated at the sole discretion of the EMPLOYER and such action shall not be subject to the grievance procedure of this Agreement. An EMPLOYEE'S seniority rights shall not be affected by a change of ownership or management of the building. The EMPLOYER agrees to notify the UNION in writing promptly upon the consummation of any change in ownership or management of the building. Seniority shall not be broken except by discharge for cause, resignation, or layoff for more than two years. Any EMPLOYEE with recall rights must keep the EMPLOYER notified of his or her current address to be considered for recall after one year. The EMPLOYER shall give not less than one (1) week's notice of recall in writing to the EMPLOYEE's last known address. Any EMPLOYEE who fails to report to work by the end of the week notice period forfeits the right to be recalled to the available position. The EMPLOYER shall post a seniority list in each building in a place accessible to all EMPLOYEES. Said list shall contain the names of all EMPLOYEES who have seniority as provided for herein and their respective seniority date; and shall be updated quarterly including a date prior to vacation scheduling. A copy of the seniority list shall be made available to the UNION upon request.

Section 2. When it becomes necessary to reduce the working force, the last person hired shall be laid off first provided the EMPLOYEES to be retained have the ability to be trained to perform the available work; and the employee whose job assignment has been eliminated or combined shall be placed on the job assignment held by the least senior EMPLOYEE whose job assignment the impacted EMPLOYEE is capable of

performing with minimal training. If the EMPLOYEE displaced by such reassignment is not the least senior EMPLOYEE in the building, he or she shall be placed on the job assignment held by the least senior EMPLOYEE in the building, provided he or she is capable of performing that job assignment with minimal training. EMPLOYEES who cannot be placed on active job assignments in accordance with the foregoing shall be laid off. If the working force thereafter is increased, EMPLOYEES with seniority shall be recalled in the reverse order in which they were laid off, subject to the EMPLOYEE'S qualifications to perform the work for which they are being recalled. The EMPLOYER shall not give less than one (1) week's notice of recall in writing to the EMPLOYEE'S last known address. A failure to report for work prior to expiration of such notice period, shall result in the loss of all seniority rights under this Agreement. No notice of recall need be given in cases where the EMPLOYER and the UNION agree to waive notice because it is apparent to them the particular EMPLOYEE will not return.

Section 3. Whenever a vacancy occurs in any job covered by this Agreement, said job shall be posted for bidding in a conspicuous place and all EMPLOYEES may apply for the job. The posting shall contain a full description of the job duties, starting time and rate of pay. Seniority shall be the governing factor in filling the vacancy provided the EMPLOYEE has the ability to be trained to perform the job. For any vacancy not filled pursuant to the foregoing posting procedure, the EMPLOYER shall first offer the position to permanent part-time qualified EMPLOYEES who are then working in the EMPLOYER'S building and then qualified replacement employees who are then working in the Employer's building before hiring new EMPLOYEES to fill the vacancy.

Section 4. Selection and preference as to the time of taking vacations shall be granted to EMPLOYEES on the basis of seniority, except that a building may depart from seniority in vacation scheduling where it is required in order to maintain normal operations of the building, in which event the UNION shall be notified as soon as possible of the departure from seniority.

Section 5. UNION Stewards shall have superseniority for purposes of layoff and recall under this Article.

Section 6. Change of Name and/or Social Security Number Error in an employee's documentation may be due to error or to circumstances beyond an employee's control. When an employee presents satisfactory evidence of a legal name change or error with respect to the social security number previously provided to the Employer, the Employer shall modify its records to reflect the name or social security number change and the employee's seniority will not be affected and this shall not be considered a break in service, nor shall the employee be subject to any other adverse action as a result of the lawful change of name and/or Social Security number.

The Employer shall grant up to Four (4) months leave to the employee, without pay and benefits, in order to correct any work authorization issue so long as the requested leave is consistent with applicable local, state and federal law. Upon return from leave and remediation of the issue, the employee shall return to his/her former position, without

loss of seniority. If the employee does not remedy the issue within four (4) months, the employee shall have no further recourse to get his/her job back.

ARTICLE XVI **LEAVES OF ABSENCE**

Section 1. The EMPLOYER shall grant an unpaid leave of absence in writing because of illness or disability substantiated by medical approval, upon the following schedule: under one year seniority, no leave; one year to three year's seniority, six months' leave; three years to five years' seniority, nine months' leave; after five years' seniority, one year leave. By agreement between the EMPLOYER and the UNION, employment of an EMPLOYEE on such leave of absence may be terminated. Upon return from such leaves, the EMPLOYEE shall return to the assignment previously being performed by the EMPLOYEE or in the event such assignment no longer exists, a substantially comparable position, consistent with the returning employee's seniority in relation to that of the employees working in the building at the time of return from leave. Once an EMPLOYEE exhausts the leave pursuant to the schedule set forth above, he or she is not entitled to additional leave until after having worked continuously for an additional twelve (12) months.

Section 2. The EMPLOYER shall not unreasonably withhold the granting of personal unpaid leave of absence submitted and approved in writing for reasons other than illness or non-work related disability up to fourteen (14) days after two (2) years and up to ninety (90) days after five (5) years of seniority. The EMPLOYER shall not be required to grant a personal leave of absence until after twenty-one (21) months have expired since an EMPLOYEE'S previous personal leave of absence. Failure to return to work without justifiable cause following a personal leave of absence will be grounds for termination.

Section 3. An EMPLOYEE selected to represent the UNION at conventions, conferences, collective bargaining, grievance and arbitration proceedings or for other UNION business shall be granted unpaid UNION leaves of absence for the period required to fully carry out said business, but in no case shall the leave last longer in duration than one (1) year. The UNION shall give written notice of such leaves at least four (4) working days in advance, including the expected dates and duration of such leaves. Any leave of one (1) year under this Section shall necessitate that the employee work six (6) consecutive months back on the job before being granted new leave. If the UNION requires an extension of the duration of the leave, it shall provide notice of the extension, including duration of the extension, one (1) week prior to the initial ending date of the leave.

Section 4. During all such leaves of absence provided for in this Article, seniority shall continue to accumulate and accrue. By agreement between the EMPLOYER and the UNION, employment of an EMPLOYEE on such leave of absence may be terminated.

Section 5. The provisions of the Family Medical Leave Act, where more favorable, shall supersede the provisions of this Article.

ARTICLE XVII
STRIKES, LOCKOUTS, PICKETING

Section 1. During the term of this Agreement, there shall be no strikes, lockouts or picketing, nor shall there be any demonstrations or rallies of any kind inside any building or on the property, nor shall there be any handout or distribution of handbills or leaflets of any kind in any areas of the buildings or on the property, except EMPLOYEE breakrooms, without the EMPLOYER'S consent.

Section 2. No action or suit of any kind or description shall lie by the EMPLOYER or any member thereof against the UNION, or any officers, representative or agent thereof, because of a strike, work stoppage or picketing in violation of this Agreement if:

- (a) The UNION has not authorized or instigated the strike, work stoppage or picketing, and
- (b) The UNION promptly denounces such strike, work stoppage or picketing, and makes an earnest effort to terminate the same within a period of five (5) days.

Section 3. Refusal of any EMPLOYEE to cross a picket line established or maintained by a recognized labor organization shall not be grounds for discharge or disciplinary action provided that the UNION has given the EMPLOYER at least 48 hours' advanced written notice that there is a picket line which may be honored by bargaining unit EMPLOYEES.

ARTICLE XVIII
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The procedure for handling a grievance pertaining to any difference or dispute which may arise under this Agreement shall be as follows.

STEP I

The aggrieved EMPLOYEE, accompanied by the 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 shall represent the EMPLOYEES. In any event, because 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 ten (10) working days following the event which gives rise to its occurrence, or after such EMPLOYEE and/or the steward of the EMPLOYEE or EMPLOYEES involved first acquired the knowledge concerning such event.

STEP II

If the matter is not settled 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 first acquired knowledge concerning such event. The foreman or immediate supervisor, together with the aggrieved EMPLOYEE, the steward, and a UNION Representative shall discuss the grievance with the EMPLOYER. The EMPLOYER shall give his or her written answer within fifteen (15) calendar days after receipt of the written grievance.

STEP III

If the matter is not resolved in the second step and the UNION wishes to further pursue it, the UNION shall within fifteen (15) calendar days following its receipt of the building manager's or contractor's written answer to Step II, serve a written demand for arbitration upon the EMPLOYER. The grievance shall thereafter be submitted to an arbitrator who shall be selected by mutual agreement of the EMPLOYER and the UNION from the following panel (which may be added to hereafter upon agreement of the parties):

EDWIN BENN
STEVEN BIERIG
JOHN FLETCHER
LISA SALKOVITZ KOHN
BRIAN CLAUSS
MARTIN MALIN
ROBERT McALLISTER
ROBERT PERKOVICH
JEANNE VONHOF

The UNION's representative will contact the EMPLOYER, within ten (10) calendar days of the demand for arbitration and propose an arbitrator. The UNION's failure to do so shall result in the grievance being waived. If the parties are unable to immediately agree upon an arbitrator, the parties shall alternately, strike one name from said list, and the last remaining name shall be the arbitrator selected to hear and decide the grievance. The parties shall select an arbitrator within forty-five (45) calendar days of the demand for arbitration. The compensation of the said arbitrator shall be paid one-half (1/2) by the EMPLOYER, and one-half (1/2) by the UNION.

Section 2. The award or decision of the arbitrator shall be final and binding upon the EMPLOYER and EMPLOYEE(S) involved, and the UNION. The arbitrator shall not have the authority to add to, subtract from or alter the provisions of this Agreement.

Section 3. If any EMPLOYER who is a party to this Agreement refuses to abide by an arbitration award made under this Article or refuses to abide by a written decision signed by representatives of the EMPLOYER and the UNION which resolves any difference or dispute arising under this Agreement, the UNION shall be relieved from the

obligation of Article XVII as to such EMPLOYER.

Section 4. Grievances which are not presented or appealed within the time limits set forth in Section 1 shall be considered withdrawn and abandoned. If there is not a timely answer to a grievance by the EMPLOYER in the second step of the grievance procedure, the grievance shall be automatically advanced to the third step.

ARTICLE XIX JOINT COMMITTEE ON SAFETY AND SECURITY

The EMPLOYER and the UNION share a concern for the personal safety of the EMPLOYEES during their work time in the buildings and in their travel to and from their work. Accordingly, a Joint Committee on Safety and Security is established consisting of one (1) member from the UNION and the EMPLOYER. Such Joint Committee will work in cooperation with appropriate City, County, State and Federal agencies in an effort to improve the security of EMPLOYEES during their travel to and from work and within particular buildings, in an effort to improve the security of EMPLOYEES at work, and to improve the relationship between EMPLOYERS and the UNION in dealing with problems of safety and security.

The EMPLOYER and UNION share a concern for the safety of all janitorial employees in the event of emergencies within the buildings in which they work. The EMPLOYER shall comply with the City of Chicago's Emergency Procedures Ordinance for High Rise Buildings with respect to emergency, safety and evacuation procedures.

ARTICLE XX CLASSIFICATIONS AND EARNINGS

Any differences or disputes which may arise with respect to the proper classification of particular EMPLOYEES and the earnings to which they are entitled under an established over scale practice and this Agreement, shall be subject to determination under the grievance and arbitration provisions of this Agreement

ARTICLE XXI UNION ACTIVITIES IN BUILDINGS

Section 1. The EMPLOYER shall permit the posting of UNION bulletins in EMPLOYEES' locker room and shall permit UNION Stewards reasonable freedom to perform their duties during working hours. Duly accredited representatives of the UNION shall have reasonable access to time cards or sign in sheets for the current day applicable to EMPLOYEES covered by this Agreement.

Section 2. In advance of entering any building, duly accredited representatives of the UNION must contact the EMPLOYER via email by 12:00 NOON to request permission in advance of entering a building during the working hours to observe working conditions and to confer with the EMPLOYEES under circumstances that are not disruptive to working schedules. EMPLOYER and the UNION will establish a single email

address for visitation requests and responses. In the event a building owner or manager withholds such permission, the EMPLOYER will make timely and reasonable accommodations. When a UNION representative enters a building during business hours, he or she will register and identify himself or herself to building security, abide by security rules and attempt to contact the night supervisor. In the event the supervisor cannot be contacted and twenty (20) minutes have elapsed, the representative of the UNION may proceed to confer with an EMPLOYEE or EMPLOYEES.

ARTICLE XXII **JURY SERVICE**

The EMPLOYER shall compensate the EMPLOYEE for the difference between the pay which such EMPLOYEE would normally receive, excluding overtime, and the amount received for jury service. It shall be the employee's responsibility to present evidence to the Employer of his or her notice of jury duty and the length of time he or she served on such jury prior to being compensated.

ARTICLE XXIII **MISCELLANEOUS PROVISIONS**

Section 1. If the EMPLOYER shall list job vacancies with an employment agency, the EMPLOYER shall pay all the cost and charges of such agency.

Section 2. If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any national or state official or agency shall invalidate any portion of this Agreement, the entire Agreement shall not thereby be invalidated and either party hereto, upon request, may reopen for negotiation of the invalidated portion. In the event agreement thereon cannot be reached within thirty (30) days, either party may submit the matter to arbitration as herein provided.

Section 3. Neither the EMPLOYER nor the UNION will discriminate against applicants or EMPLOYEES with regard to employment, tenure or any other term or condition of employment in violation of any applicable law. EMPLOYEES and management representatives will be treated with respect and dignity by all parties to this Agreement.

Section 4. In the event an Employee requests a reasonable accommodation because of a mental or physical disability as defined by the Americans with Disabilities Act ("ADA"), the Employer shall attempt to provide a reasonable accommodation as provided by law. Nothing in this Agreement shall prevent the Employer from making those changes and providing reasonable accommodations necessary to comply with the ADA. The Employer will notify the Union and provide the opportunity for the Union to give input regarding the proposed accommodations effects of such changes and accommodations on Employees.

Section 5. Although this Agreement states essential provisions covering wages, hours and working conditions applicable to all covered EMPLOYEES, it does not state

each privilege, rule of the shop or working condition which EMPLOYEES in a particular building have enjoyed under the prior agreement or the particular working conditions actually in effect in each such building. Accordingly, it is agreed that the EMPLOYER shall not use this Agreement as a reason for reducing or eliminating a beneficial working condition, rule of the shop or privilege without first obtaining consent of the UNION.

Section 6. The EMPLOYER agrees that any and all benefits now granted to EMPLOYEES or which may be granted in the future to EMPLOYEES shall be continued. No provisions of this Agreement shall be construed so as to allow a reduction in the present wages or impairment of the present working conditions of any EMPLOYEE covered by this Agreement.

Section 7. The EMPLOYER shall promptly notify the UNION of any change in the EMPLOYER at a building, or the contracting out of the work covered by this Agreement and the effective date of any such change.

Section 8. If, during the duration of this Agreement, the UNION enters into an agreement with another EMPLOYER or group of EMPLOYERS employing EMPLOYEES in commercial office buildings in the Suburban Chicago area as described in Article I, which provides for wage rates or economic fringe benefits (such as, but not limited to, health and welfare, pensions, holidays or vacations) which are more favorable to such EMPLOYER than the corresponding provision of this Agreement, the parties to this Agreement will meet promptly to draft an amendment to this Agreement incorporating such more favorable provisions. The UNION agrees to submit to counsel for EMPLOYER, a copy of each agreement entered into with another EMPLOYER or group of EMPLOYERS which contains any wage rates or economic benefits different from those reached with EMPLOYER, within thirty (30) days of the date such agreement is entered into.

ARTICLE XXIV MAINTENANCE OF CONDITIONS

Section 1. EMPLOYERS shall have the right to adjust EMPLOYEE work assignments, schedules and/or reduce the work force to reflect changes in cleaning specifications, occupancy within a building, or to accomplish legitimate operating efficiencies, so long as such changes do not result in the imposition of unreasonable work loads upon the EMPLOYEES of the EMPLOYER.

Prior to implementing any reduction in the workforce, the EMPLOYER shall give the UNION at least ten (10) days written notice of same, to which the UNION must respond in writing within ten (10) days after its receipt of the EMPLOYER'S notice, or any extension thereof agreed to in writing by the EMPLOYER. Prior to implementation of the workforce reductions, the EMPLOYER must receive the UNION'S written consent, which consent shall not be unreasonably withheld. Because time is of the essence, the failure of the UNION to timely respond shall be deemed as its consent.

In the event the UNION withholds its consent, the matter may at the option of the affected EMPLOYER be referred to expedited arbitration in accordance with the

procedure set forth in Section 2 below. Pending arbitration, the reductions in the workforce shall not be implemented.

Section 2. The procedure for expedited arbitration shall be as follows:

1. A permanent panel shall be established consisting of three (3) arbitrators. One arbitrator shall be selected by the EMPLOYER, one shall be selected by the UNION, and one shall be selected by mutual agreement. The arbitrators will not be told the manner of their selection, but shall be informed only that they have been selected by the parties to serve on the permanent panel. Each party may replace its designated arbitrator at any time provided the arbitrator has served on the panel at least twelve (12) months. The arbitrator selected by mutual agreement may be replaced by mutual agreement at any time provided the arbitrator has served on the panel at least twelve (12) months.

2. A single arbitrator will hear and decide each case. Cases will be assigned by equal rotation to the arbitrators on the permanent panel.

3. Expedited arbitration must be invoked by the affected EMPLOYER within thirty (30) days from the date of its receipt of the notice from the UNION that it has withheld its consent to the proposed workforce reductions. To invoke arbitration, the EMPLOYER must send a written request for same to the UNION, which must be dated and mailed within such thirty (30) day period. If expedited arbitration is not timely invoked, the right to arbitrate shall be deemed waived.

4. The expedited arbitration process must be completed within forty-five (45) days from the date when a case is referred to an arbitrator. The procedure shall be as follows:

(i) Once referred to arbitration, a hearing must be held within thirty (30) days;

(ii) Briefs may be filed by the parties within seven (7) days after conclusion of the hearing;

(iii) The arbitrator shall render a decision within eight (8) days following submission of briefs or within fifteen (15) days following conclusion of the hearing if briefs are waived by both parties. The decision of the arbitrator may initially be a summary decision, stating only the result and conclusions. Within two (2) weeks such summary decision, the arbitrator shall issues a full written opinion, which shall constitute his/her award in the case;

(iv) Any or all of the foregoing time-frames may be extended by the mutual written agreement of the parties.

5. The arbitration hearing may be tape recorded by the arbitrator, who shall permanently retain the tape. Transcripts by court reporter shall not be allowed.

6. The fees of the arbitrator shall be capped at no more than three (3) days at his/her daily rate.

7. The arbitrator shall have the authority to grant or deny, in whole or in part, the proposed workforce reductions. The arbitrator shall not have the authority to add to, delete from, modify or alter the agreement of the parties. The award of the arbitrator shall be final and binding on the parties.

8. The costs of the arbitrator shall be equally divided between the parties.

ARTICLE XXV

REGISTRATION OF ALL JOB LOCATIONS

Section 1. The EMPLOYER shall furnish the UNION with a written list of all jobs of the EMPLOYER, including the exact address and location of each job. Lists shall be delivered to the UNION within ten (10) days after the execution of this Agreement.

Section 2. All additions or changes in (1) above, shall be submitted to the UNION within forty-eight (48) hours after they become effective;

Section 3. The EMPLOYER agrees to provide the following information for all job locations:

- (a) The number of EMPLOYEES and the name and job description of each EMPLOYEE;
- (b) Number of man hours worked per day and per week;
- (c) Starting and quitting times of each EMPLOYEE;
- (d) The wage rate of each EMPLOYEE;
- (e) The original date of employment of each EMPLOYEE at the particular job location.

Section 4. Upon receipt of such information, the UNION will treat the information on a confidential basis and will release it to another EMPLOYER in accordance with the provisions of this Agreement only when it has been determined that bona fide bids are being requested.

ARTICLE XXVI
JOB BIDDING PROCEDURES

When the EMPLOYER bids or takes over the servicing of any job location where the present EMPLOYEES are working under the terms of a Collective Bargaining Agreement under which this UNION is signatory, the EMPLOYER agrees to do the following, in writing:

(1) Contact the Secretary-Treasurer of the UNION for the number of EMPLOYEES, number of man hours worked each day and each week, starting and quitting time of each EMPLOYEE and the wage rate of each EMPLOYEE at the job location. The UNION will furnish the requested information to the EMPLOYER in writing only.

(2) Observe all of the existing conditions at the job location and specifically not lay off any EMPLOYEE nor transfer any EMPLOYEE to any other job location nor reduce the wage rate of any EMPLOYEE, the number of EMPLOYEES, the total number of hours worked per day and per week, nor change the starting or quitting time of any EMPLOYEE.

(3) Recognize that the work time and overall employment service of each EMPLOYEE at the job location, including those who might be on vacation or off work because of illness, injury or authorized leave of absence, shall be considered as continuous for all purposes including seniority and sick leave and vacation benefits, so that no EMPLOYEE shall lose any benefits due to the change of EMPLOYER.

ARTICLE XXVII
CHANGE OF EMPLOYER

Section 1. The EMPLOYER shall not enter into an Agreement, written or verbal, directly or indirectly that will prohibit or limit in any manner, any person's or company's right to hire the EMPLOYEES of the EMPLOYER, or the right of any EMPLOYEE to accept employment, following the termination of the service of the EMPLOYER at any job location, building or establishment.

Section 2. This Agreement shall be binding not only upon the parties hereto, but also upon their respective successors, administrators, executors and assigns. In the event an entire operation or any portion thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or portion thereof, shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

ARTICLE XXVIII
SUBCONTRACTING

The EMPLOYER shall not subcontract any work covered by this Agreement to any EMPLOYEE, person or company.

ARTICLE XXIX
INSPECTION OF RECORDS

The UNION shall have the right to conduct an investigation and an audit of the books and records of the EMPLOYER including the inspection and auditing of any books or records of the EMPLOYER at any job location, building or establishment, in order to determine whether any provisions of this Agreement are being violated.

ARTICLE XXX
CONTRACT BINDING UPON EMPLOYER

The execution of this Agreement by the undersigned EMPLOYER shall be binding upon such EMPLOYER and any other divisions, associates, or associations or any person or firm, partnership, or corporation performing janitorial or cleaning services (the subject matter of this Agreement in which the EMPLOYER has any interest, control or association or which is operated out of any office or place of business with which the EMPLOYER is connected or has an interest).

DURATION - REOPENING

The Agreement becomes effective April 5, 2021 and shall remain in full force and effect through April 7, 2024. For its duration, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining, whether or not mentioned herein except that this Agreement may be reopened for making such changes as are required by the Employee Retirement Income Security Act as subsequently construed by courts or appropriate governmental agencies.

BY _____
Tom Balanoff

By: _____

For: SEIU Local 1

EMPLOYER

Dated: _____

Dated: _____

Exhibit A

Letter of Understanding Between SEIU Local 1 and Suburban Contractors

The employers agree to have a documented policy against Sexual and other unlawful harassment, including a clear avenue for lodging complaints, as part of their Employee Handbook. The employers also agree to investigate complaints of sexual and/or other harassment.

The union agrees that sexual or other harassment is a serious offense and will support the Employers on prevention of sexual and other harassment in the workplace.

SEIU Local 1

EMPLOYER

Date

Date