

**ATTACHMENT J.13**

**Collective Bargaining Agreement (CBA) for the Reeves Center Building.**



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ

AND

TRININTY II CORPORATION

START: JUNE 1, 2015  
EXPIRATION: MAY 31, 2018  
LOCATION: REEVES CENTER  
WASHINGTON DC

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## AGREEMENT

This Agreement, dated as of June 1, 2015 by and between Service Employees International Union, Local 32BJ hereinafter called the "Union" and Trinity II Corporation, hereinafter called the "Employer".

### ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all its hourly paid janitorial and maintenance employees excluding supervisors, clerical or guards employed at the Reeves Center in Washington DC.

### ARTICLE 2 WAGES

SECTION 1. The hourly minimum wages for all employees covered by this Agreement shall be as listed below:

Job Classification	6/1/15	6/1/16	6/1/17
Janitor	\$15.66	\$16.06	\$16.35
Floor Man	\$16.16	\$16.56	\$16.85

Employees (Janitors) will not be required to do any floor maintenance work such as: waxing, stripping... Also they will not be required to use any floor maintenance machine.

SECTION 2. Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit currently enjoyed by the employees at the time they are recognized under this Agreement.

SECTION 3. The Employer agrees to correct any payroll error within 5 days of the day the employee reports the error if the error is caused by the Employer. If the error is not caused by the Employer, the error will be investigated promptly and the correction will be made in the next payroll check after the conclusion of the investigation.

SECTION 4. All employees will get paid for the days the District or Federal Government closes for any reason if the Employer gets paid. If the Employer is not paid then it shall provide proof, and the employees will be given the option of using any leave.

### ARTICLE 3 HOURS OF WORK

SECTION 1. All work performed in excess of forty (40) hours in any workweek by employees shall be considered overtime and shall be compensated for at the rate of time and one-half of the wage rate set forth in Article 2 for such job.

The regular workweek shall be Monday through Friday. The regular part-time shifts shall consist of a minimum of 4 hours. The regular full-time shifts shall consist of a minimum of 7 hours. All employees working a full-time shift shall receive 30 minutes or 1 hour unpaid break in the middle of their shift.

SECTION 2. There will be a six (6) minute grace period for employees to report at the start of a shift. Employees will not lose any pay for reporting after their shift starts but before the end of the six (6) minute grace period, and employees will not be disciplined for lateness for reporting before the end of the grace period.

However, employees may be disciplined for lateness and lose pay if the employee reports more than twice per pay period after the end of the grace period to the extent consistent with applicable law.

SECTION 3. No employees shall work overtime without the express prior written approval of Employer. Employees shall request approval from the Employer before performing any work in excess of their scheduled hours. Any employee who works overtime without the express prior written approval of Employer will not be entitled to be paid for the time worked to the extent consistent with applicable law. If and when overtime and extra hours are available, the Employer shall advise the employees of the type of work needed to be performed. Overtime and extra hours shall be offered to all employees qualified to perform the work for which overtime or extra hours are needed on a rotating basis by seniority. If overtime and extra hours' requirements cannot be met on a voluntary basis, they shall be assigned in order of reverse seniority. If the Employer believes that an employee volunteering or assigned to perform the work is not qualified to do so, the Employer shall not be required to offer or assign the work to such employee. In such cases, the Employer shall notify the Union in writing of the location and date of the overtime or extra hours, the employee involved, and the reason why the employee was not qualified to perform the work. There shall be no pyramiding of overtime.

SECTION 4. Any employee called in to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours pay.

#### ARTICLE 4 HEALTH FUND

SECTION 4.1. The Employer agrees to make payments into a health trust fund, known as the "Building Service 32BJ Health Fund," payable when and how the Trustees determine, to provide health benefits to all employees covered by this Agreement regularly scheduled to work twenty (20) hours or more per week.

SECTION 4.2. The Employer agrees to contribute the following amount per hour for each hour paid, including paid vacation (excluding sick days and holidays)

Effective	6/1/15 - \$4.90 per hour on all hours paid
Effective	6/1/16 - \$5.19 per hour on all hours paid
Effective	6/1/17 - \$5.61 per hour on all hours paid

SECTION 4.3. If any future applicable legislation is enacted, there shall be no duplication or cumulation of coverage and the parties will negotiate such changes as may be required by law.

SECTION 4.4. If the Employer fails to make required reports or payments to the Fund, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Fund's Trust Agreement, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, court costs.

SECTION 4.5. If the Employer is regularly or consistently delinquent in Health Fund contributions, the Employer may be required, at the option of the Trustees, to provide security guaranteeing prompt payment of such payments.

SECTION 4.6. By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law.

SECTION 4.7. New employees shall have a waiting period of thirty (30) days before becoming eligible to be participants in the Health Fund. The Employer shall make no contributions on behalf of employees during the wait period.

#### ARTICLE 5 PAID HOLIDAY

SECTION 1. The Employer shall grant to all employees the following holidays off with pay:

New Year's Day	Labor Day
Martin L. King's Birthday	Columbus Day
Inauguration Day	Veteran's Day
George Washington Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Emancipation Day
1 Personal Day	

Full-time employees will receive a full-day of pay up to a maximum of eight (8) hours. Part-time employees, if regularly scheduled for a certain number of hours per day, shall receive those hours on a holiday. For example, a part time employee who works 4 hours per day shall be entitled to a 4 hours of holiday pay on a holiday. In the event there is a part-time employee who does not work regularly scheduled hours, such part-time employee shall receive a pro-rata amount of holiday pay based on the number of hours worked in the previous week.

The Employer agrees to grant all future holidays declared by the United States Congress or by Executive Order or Proclamation.

SECTION 2. An employee required to work on any one of the holidays listed above shall be paid at the rate of double time, except for weekend or holiday fill-in employees.

SECTION 3. When a legal holiday covered by this Agreement falls on an employee's day off from his/her regularly scheduled shift, it shall be compensated for a straight time hourly rate of pay or in lieu thereof, the employee shall receive a day off with pay within a period two weeks before or after such holiday.

SECTION 4. In order to be eligible for holiday pay, an employee must work on the workday before and after the holiday unless he/she is on excused absence.

#### ARTICLE 6 VACATIONS

SECTION 1. Upon completion of six (6) months of continuous service or more, all employees shall receive one (1) week of paid vacation. Upon completion of one (1) year of continuous service or more, all employees shall receive two (2) weeks of paid vacation. Upon completion of three (3) years of continuous service or more, all employees shall receive three (3) weeks of paid vacation. Upon completion of five (5) years of continuous service or more, all employees shall receive four (4) weeks of paid vacation.

Upon completion of twelve (12) years of continuous service or more, all employees shall receive five (5) weeks of paid vacation.

Upon completion of twenty (20) years of continuous service or more, all employees shall receive six (6) weeks of paid vacation.

Full-time employees will receive a full-day of pay up to a maximum of eight (8) hours for a vacation day. Part-time employees, if regularly scheduled for a certain number of hours per day, shall receive those hours as vacation pay. For example, a part time employee who works 20 hours/week shall be entitled to a 20 hour week

vacation after completion six months of continuous service. In the event there is a part-time employee who does not work regularly scheduled hours, such part-time employee shall receive a pro-rata amount of vacation pay based on the number of hours worked in the previous anniversary year.

SECTION 2. It is agreed that the employee's vacation shall be paid at the current rate of pay.

SECTION 3. When a holiday occurs during the employee's vacation, the employee shall be entitled to take an extra day of vacation or at the option of the Employer be paid for one.

SECTION 4. Vacation time may be carried over into subsequent years to a maximum of (4) weeks (i.e., no employee shall have more than four weeks of vacation on the Employer's books at any time). An employee's request for vacation leave shall not be unreasonably denied.

SECTION 5. The Employer agrees that all employees shall be paid for all accrued but unused vacation upon separation.

SECTION 6. The employee may use vacation leave in increments of less than one week for purposes of a personal emergency or extended sick leave. Vacation time can only be used for extended sick leave provided the employee has used up his/her accrued sick leave and provided he/she provides a doctors excuse when requested by the Employer.

SECTION 7. The Employer may limit the number of employees on vacation at any one time. If more than one employee requests to take vacation during the same period and letting all of the employees take vacation would disrupt or interfere with the conduct of the Employer's business, the most senior employees will be permitted to take that period as vacation. Other employees will be scheduled at the next mutually convenient time.

#### ARTICLE 7 LENGTH OF SERVICE

SECTION 1. The employee's length of service shall be computed from the date on which he/she is hired by the Employer, successor or date of employment in the building, whichever is longer. Seniority within job classification shall be the sole factor in determining the employees layoff and recall order. The job classifications shall be Janitor and Floor Maintenance Person. One Shop Steward per shift shall have super seniority for the purposes of layoff and recall.

SECTION 2. New employees shall be on probation until the completion of thirty (30) days of service from their date of hire. During this probationary period, such employees shall be considered as being on trial subject to immediate dismissal at any time at the sole discretion of the Employer. Discharge or discipline during the probationary period shall not be subject to the grievance procedure provided herein. Upon completion of the thirty day probationary period, employees shall enjoy seniority status from their date of hire.

SECTION 3. Continuous length of service shall be broken if any of the following occur; (1) resignation; (2) discharge for cause; (3) period of layoff exceeding six (6) months; (4) failure to respond to a notice of recall within the timeline set forth in Article 14; or (5) a leave of absence of longer than 6 months.

#### ARTICLE 8 SICK LEAVE AND ASSLA LEAVE

SECTION 1. All employees covered by this Agreement shall be granted 12 paid sick days a year and will be eligible to use accrued leave after one month of employment.

Each paid sick day will be equal to the number of hours worked every day by the employee. Employees may use up to seven (7) days of paid sick leave per calendar year for the purposes set forth in the D.C. Accrued Sick and Safe Leave Act of 2008 ("ASSLA") under the terms and conditions set forth therein.

SECTION 2. All employees must give two hours notice before the beginning of the shift in order to claim sick leave benefits. In all cases of illness of three (3) consecutive working days or more, a physician's certificate or other acceptable evidence of disability shall be submitted by an employee as a claim for sick leave benefits.

SECTION 3. Sick leave must either be used in a given year or it is lost, except that employees may carry over unused sick leave to the extent permitted under ASSLA.

#### ARTICLE 9 UNION SECURITY AND CHECK-OFF

SECTION 1. Employees covered by this Agreement shall be required as a condition of employment to become and remain members of the Union within thirty one (31) days after the effective date of this Agreement or within thirty one (31) days after their employment whichever is later. The requirement of membership under this section is satisfied with the payment of the financial obligation of the Union initiation fees and periodic dues uniformly imposed.

SECTION 2. The Employer shall notify the Shop Steward within forty-eight (48) hours of the name, address, and position of new or additional employees hired at the Reeves Center.

SECTION 3. The Employer shall check off initiation fees monthly dues, agency fees from the first paycheck of each month on the basis of individually signed voluntary authorization forms, pursuant to applicable law and remit to the Union by the end of the month in which they were deducted from the employee and shall deduct ADF contributions as authorized. The Union will send the Employer an invoice each month indicating the amount due for each employee. The Employer shall return a copy of this list or send a list to the Union of all employees for whom dues were deducted.

SECTION 4. The Employer agrees to provide all new employees with a Check-off Authorization Form as provided by the Union on the date of employment. A copy of the card shall be sent to the Union with the monthly Check-off.

SECTION 5. The Union agrees to hold the Employer harmless and indemnify the Employer against any and all claims, liability or fault arising out of the Employer's compliance with this Article.

#### ARTICLE 10 FUNERAL LEAVE

SECTION 1. All employees shall be granted a maximum of three (3) days of leave with pay in the event of the death of a spouse, father, mother, son, daughter, brother, sister, legal guardian, grandparents, grandchildren, step-parents and step-children and foster parents. The Employer may request proof of death or funeral certificate.

SECTION 2. If the funeral in the above referenced paragraph is over one hundred (100) miles from the metropolitan area of the District of Columbia, the employee will be permitted two (2) additional days off without pay. If the funeral is outside of the United States, the employee may apply for extended leave, without pay, of up to four weeks.

ARTICLE 11  
DISCHARGE AND DISCIPLINE

SECTION 1. It is agreed that each party shall treat the other with mutual respect and dignity and that the Employer shall only discharge or discipline employees for just cause. The discipline shall be corrective and progressive in nature. Notwithstanding the foregoing, the parties agree that there are certain violations of misconduct for which immediate suspension or termination can be appropriate. Cause for immediate discharge or suspension shall include, but not be limited to, excessive absenteeism or tardiness; misrepresentation on an employee's application; possession of alcoholic beverages or drunkenness on the premises, or drinking of alcoholic beverages during lunch or break time; willful destruction of property; possession or use of narcotics; punching other employee's timecards or falsifying his/her own timecard or the timecards of another employee; dishonesty; participating in or promoting an unauthorized work stoppage or a slowdown; physically assaulting (including punching or slapping) or threatening another individual; recklessness or gross neglect while on duty; insubordination; stealing or committing any other illegal acts; refusal to carry out a supervisor's instructions; misuse or abuse of the Employer's equipment; conviction of any crime involving moral turpitude; falsifying records or reports; unauthorized absence from assigned work area; gambling on the Employer's premises; or sleeping while on duty. Discipline must be given in writing within five (5) working days of the Employer's knowledge of the offense, and the Company and the Union shall cooperate in investigating the matter. Copies of all warning or disciplinary notices will be given to the employee and the Union within three (3) working days of the issuance. Warning notices or other disciplinary action will be removed from the employees' files within a one-(1) year period.

SECTION 2. A Shop Steward shall be present at all disciplinary and/or investigatory meetings, which the employee reasonably believes might lead to discipline, if the employee requests such person to be present.

ARTICLE 12  
GRIEVANCE AND ARBITRATION

Section 1: GRIEVANCE PROCEDURE:

A grievance is defined as any disagreement concerning the application or interpretation of the provisions of this Agreement. All grievances whether initiated by the Union or the Employer, shall be submitted in writing and must be submitted within five (5) working days from the day upon which the event creating the grievance arose. Once grievances have been properly initiated and provided for in this paragraph, they shall be processed as follows, except that Employer grievances shall commence at Step 2:

Step 1: The Shop Steward may attempt to adjust the grievance with the employee's immediate supervisor. If Step 1 proves unsuccessful, the grievance shall, within five (5) working days, be referred to Step 2.

Step 2: A business agent or other authorized representative of the Union shall attempt to adjust the grievance with the Facilities Director or his/her designate within five (5) working days of referral from Step 1.

Step 3: If the grievance cannot be resolved at Step 2, it may be submitted by either party hereto to arbitration as provided for in this Article. As a condition of submitting a grievance to arbitration, notice of submission to arbitration must be served in writing by the party taking the matter to arbitration upon the other party within five (5) days after exhaustion of Step 2.

Section 2: ARBITRATION:

Selection of the Arbitrator



Within ten (10) working days of service of the notice to arbitrate, either of the parties shall request a list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall select from this list a single arbitrator by alternately striking names, with the Union striking first. In the alternative, the parties may mutually agree upon the selection of an arbitrator.

The decision of the arbitrator shall be final and binding upon the parties hereto. The expense of arbitration including the fee and expenses of the arbitrator shall be borne equally by both parties. If one of the parties chooses to use a qualified stenograph reporter to record the testimony at the arbitration, that party shall bear the expense of the transcription regardless of who prevails at the arbitration.

#### Authority of the Arbitrator

The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance properly coming before him or her, but the arbitrator shall not have the authority to amend or modify this Agreement or to establish any terms or conditions of this Agreement. The arbitrator shall determine any question of arbitrability. Further, the arbitrator shall have the authority to apply and interpret the provisions of this Agreement only insofar as may be necessary to the determination of such grievance.

### ARTICLE 13 NO STRIKE AND NO LOCKOUT

Section 13.1: Union: The Union, its officers, agents, representatives, and members shall in no way, directly or indirectly, authorize, call, cause, assist, encourage, participate in, ratify, condone or sanction any strike, sympathy strike, sit down, slow down, picketing, boycott, cessation or stoppage of work, or other interference or interruption of work during the duration of this Agreement. The Employer shall have the right to discharge, for cause, with loss of all rights and benefits, suspend, or otherwise discipline any or all employees who incite, induce, encourage, or participate in any of the above-enumerated activities.

Section 13.2: Employer: During the term of this Agreement, the Employer agrees that neither it, nor its representatives, hereunder, individually or collectively, will cause, permit or take part in any lockout, of its employees, in or about the clients facilities or premises, covered by the Agreement, except for the refusal of the Union to carry out the award of an Arbitrator pursuant to this Agreement.

Section 13.3: Discipline: It is further agreed, that the Employer may take disciplinary action, including discharge, against those employees who take part in any of the actions prohibited in Section 13.1, and the "cause" for such a discharge shall be established by the participation in such prohibited actions.

### ARTICLE 14 LAY-OFF AND RECALL

SECTION 1. The Employer agrees to notify the Union at the earliest date possible in the event of lay-offs or anticipated lay-offs. The Employer further agrees that all lay-offs at the Reeves Center will be in reverse order of seniority by classification and all recalls shall be in order of seniority by classification. The job classification shall be Floor Maintenance employee and Janitor.

SECTION 2. The Employer shall maintain a recall list in order of seniority. The employee's job classification and date of layoff shall be noted on the recall list. Laid off employees shall remain on the recall list for up to six (6) months if not returned to work sooner.

SECTION 3. When a job becomes vacant at the Reeves Center, the most senior person within classification on the recall list shall be contacted to fill the vacancy. A letter will be sent to the employee by some form of tractable mail service recalling them to work. The Employer will send a copy of such letter to the Union by

facsimile or personal delivery the same day that it is sent out to the employee. The employee has two working days after receipt of the letter to contact the Facilities Director to state whether or not he or she wishes to return to work. All employees have a responsibility to inform the Facilities Director of any change in address or telephone. The Employer shall maintain a log book for all layoffs and recalls, noting the name of the employee, the shift from which he/she was laid off, the seniority date, and the date the building/shift that was offered to the employee, the date the employee was actually recalled and the shift to which the employee was recalled.

SECTION 4. If the employee fails to return to work after proper notice, that person will be removed from the recall list. An employee will have the right to refuse a position that is not on the same shift that they worked at the time they were laid off without being removed from the recall list. If the employee contacted fails respond to the recall notice with the deadline for doing so or refuses the position, the Employer will contact the next most senior person on the recall list. If the recall list is exhausted and the vacancy has not been filled, the Employer may hire the person of its choice to fill the vacancy.

#### ARTICLE 15 SHOP STEWARD AND UNION REPRESENTATIVES

SECTION 1. The Employer agrees to recognize stewards as designated by the Union. There shall be one Shop Steward per shift who shall have super seniority for purposes of layoff and recall. Should the identity of a shop steward change, the Union shall promptly inform the Employer in writing of the name of the newly designated Shop Steward. The Shop Stewards may assist in the investigation, presentation and settling of grievances. Shop Stewards shall not be discriminated against in discharging duties assigned them by the Union and may attend Step 1 grievance meetings.

SECTION 2. A duly authorized representative of the Union will be permitted to visit the Reeves Center at reasonable times and with reasonable advance notice for the purpose of transacting business for the Union and to insure compliance with this agreement. The Union agrees to schedule such visits in a manner that does not interfere with the Employer's operations.

#### ARTICLE 16 UNION RIGHTS

SECTION 1. The Union shall have the right to confer with Union members and investigate working conditions during off-duty periods.

SECTION 2. The Union agrees to have its discussions with employees during off-duty periods. The Employer shall make the janitor's office on the B-2 level of the Reeves Center available for meeting upon reasonable advance notice to allow the Union to conduct on-site meetings. The Union agrees to schedule such meetings in a manner that does not interfere with the Employer's operations. The Employer shall also provide an area in the janitor's office in which the Union may post notices. Any materials shall not contain anything constituting a direct personal attack on the Company.

SECTION 3. The Union shall have the right to inspect the Employer's records relating to the Reeves Center that are necessary to enforce this agreement at reasonable times and upon advance notice.

SECTION 4. An employee may request an unpaid leave of absence for serving the Union, which shall not be unreasonably denied.

#### ARTICLE 17 UNPAID LEAVE OF ABSENCE

The Employer agrees to comply with all federal and state laws.

ARTICLE 18  
UNIFORMS

The Employer agrees to provide each employee with at least two (2) uniforms free of charge and employees will not be responsible for normal wear and tear.

ARTICLE 19  
EQUIPMENT AND SUPPLIES

The Employer agrees to provide, repair and maintain all equipment and supplies needed to perform the tasks of the job in a safe and efficient manner.

ARTICLE 20  
HEALTH AND SAFETY

SECTION 1. The Employer agrees to provide a safe and healthful workplace for all employees and shall comply with all federal, state and local laws relating to health and safety. The Employer will keep and make available MSDS sheets for all chemicals used.

SECTION 2. The Employer shall provide an annual right to know training in English and/or Spanish, for every employee including, but not limited to training on infectious and hazardous waste, hazardous substances used or present in the workplace and proper safety procedures for all employees. The Union will assist the Employer in securing translation services.

SECTION 3. The Employer shall maintain workers compensation coverage for all employees. The Employer shall post the required notice of workers compensation in the languages understood by the employees in a prominent and visible location to employees containing the name of the insurance company, its address and phone number. In the event an employee is injured on the job, or suspects a job-related illness, the employee will inform the supervisor for that location, who then will report the injury or illness to the Employer immediately and the Employer will file the necessary reports to the insurance carrier within 24 hours.

ARTICLE 21  
DISCRIMINATION

SECTION 1. The Employer and the Union agree not to discriminate against any individual with respect to employment, hiring, compensation, promotion, training or work assignment, or any terms or conditions of employment on the basis of an individual's race, creed, color, national origin, age, sex, sexual orientation, religion, Union membership or Union activity. This article shall also apply to individuals with a qualified disability under the Americans with Disabilities Act.

SECTION 2. Nothing in this Agreement shall be construed or applied to deny to any employee the employment opportunities set forth above.

SECTION 3. Any disputes involving this Article shall be subject to the grievance procedure. The parties agree that this Article shall not be subject to Section 2 of Article 12 except by mutual written agreement of the parties which shall not be unreasonably withheld.

ARTICLE 22  
MANAGEMENT RIGHTS

The management of the business of the Employer and the direction of its personnel, including, but not limited to, the right to hire, evaluate, transfer, promote, schedule, layoff, discipline or discharge employees, to assign work and overtime, to administer training, to maintain discipline, order and efficiency on the property, to establish, determine, maintain and enforce standards of production, to make and enforce shop rules and to introduce new methods, materials, equipment or facilities, or change or eliminate existing methods, materials, equipment, or facilities, are rights vested exclusively in the Employer. Furthermore, it is understood that the Employer's rights of management are limited only insofar as they are expressly limited by the language of this Agreement.

ARTICLE 23  
SAVING CLAUSE

Should any court find any part of this Agreement to be invalid, it shall not invalidate remaining provisions.

ARTICLE 24  
CHANGE OF NAME, ADDRESS OR FORM OF ENTITY

This agreement is binding upon the Employer regardless of whether the Employer changes its name, address or form of business.

ARTICLE 25  
SUCCESSORSHIP

The Employer will furnish the Union notice of termination of its cleaning contract for the Reeves Center within 24 hours of the time the Employer receives notice of such termination, and will promptly thereafter meet with the Union to negotiate the effects of such termination on bargaining unit employees.

ARTICLE 26  
SUBCONTRACTING

There shall be no subcontracting of bargaining unit work being performed by the Employer's employees beginning on the date the employees are covered by this agreement.

ARTICLE 27  
LABOR-MANAGEMENT COMMITTEE

The Union and the Employer both agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the employees and management when requested by either party to discuss such issues as attendance and tardiness, shift lengths, safety and equipment, the method of assigning work and any other issues affecting relations between the employees and the Employer. Such meetings shall be exclusive of the grievance procedure and grievances shall not be considered at such meetings, nor shall negotiations for the purposes of altering the terms of this agreement be held at such meetings.

A committee may be formed that shall be made up of no more than three representatives of management and no more than three employee representatives. In the event such a committee is formed, it shall meet for up to 2 hours on an as needed basis, but not less than once per contract year. The employees representative shall be released from their duties without loss of pay or leave time to attend the labor-management meetings.

The date, time and place of such meetings shall be mutually agreed upon by the parties. Either party may request a Labor Management Committee meeting. Should a meeting request be made, the parties agree to schedule a committee meeting within 10 days of the meeting request. The committee shall not meet more than four (4) times per year except by mutual agreement of the parties.

#### ARTICLE 28 VACANCIES, JOB POSTINGS & TRANSFERS

SECTION 1. When a regularly scheduled full time position or any other position, which the Employer intends to fill, becomes available at the Reeves Center, the Employer will post a job announcement for that position for five (5) working days at the Reeves Center. The job announcement shall list the hours, wage, qualifications for the job and any other requirements. While the vacancy is posted, the Employer can fill the position temporarily with the person of its choice. If a qualified employee is interested in applying for that position, the employee shall complete and turn in a form supplied by the Employer requesting consideration for that position. The Employer shall select the most senior qualified applicant for that position. If there are no qualified applicants from the bargaining unit for the position, the Employer shall be free to hire the person of its choice from any source.

SECTION 2. The Employer may transfer an employee or employees on a temporary basis for ten (10) days or less without posting the job. For example, the Employer may use temporary employees to temporarily replace employees who are out on sick leave, funeral leave, vacation, or other leaves of absence.

#### ARTICLE 29-MAINTENANCE OF CONDITIONS

Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit currently enjoyed by an individual employee.

#### ARTICLE 30-IMMIGRATION

SECTION 1. Recognizing that questions involving an employee's immigration/work authorization status or personal information may arise during the course of his/her employment, and that errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control, the Employer agrees to the following:

(a) In the event an issue arises involving the immigration status, employment eligibility, or social security number of an employee, the Employer shall promptly notify the employee in writing and promptly forward a copy of the notification to the Union.

(b) If permissible under applicable law and/or regulations, the affected employee shall be afforded reasonable opportunity to remedy the identified problem before any adverse action is taken. The employee shall be permitted reasonable time off to attend relevant proceedings or visit pertinent agencies for purposes of remedying the problem provided the Employer is given adequate notice of planned absences and verification of appointments. The Employer shall grant the employee up to ninety (90) days unpaid leave to remedy the identified problem.

(c) Upon return from the 90-day leave and remediation of the identified problem, the employee shall return to his or her former position or an equivalent position, without loss of seniority. Seniority will not accrue but will not be broken during such leave.

SECTION 2. Any lawful corrections in the employee's documentation, name, or social security number shall not be considered new employment or a break in service, and shall not be cause for adverse action.

SECTION 3. Unless otherwise required by law or regulation, a Social Security Administration no-match letter shall not constitute a basis for taking adverse employment action against an employee.

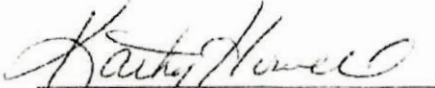
ARTICLE 31  
DURATION OF AGREEMENT

This Agreement will become effective June 1, 2015 through May 31, 2018 and may be extended upon agreement by both parties.

Notwithstanding the foregoing, in the event the federal government increases the wage rate and the Health & Welfare rate in the wage determination that is applicable to bargaining unit members at a rate higher than that called for in the Agreement, the parties agree to reopen Articles 2 & 4 of this Agreement for the sole purpose of negotiating wages of the employees covered by this Agreement. All other articles and provisions of the Agreement will remain in full force and effect during such reopener negotiations.

ARTICLE 32  
COMPLETE AGREEMENT:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subjects or matters referred to or covered by this Agreement or with respect to any subjects or matters not referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

  
SEIU Local 32BJ

  
Trinity II Corporation

5-27-15  
Date

5/28/15  
Date