

COLLECTIVE BARGAINING AGREEMENT

Between

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ

and

SPECTRUM MANAGEMENT, LLC

START: September 26, 2019

EXPIRATION: September 25, 2020

ONE JUDICIARY SQUARE BUILDING
441 4th St NW
Washington DC 20001

AGREEMENT

This Agreement, dated as of September 26, 2019, is by and between Service Employees International Union, Local 32BJ, hereinafter called the "Union", and Spectrum Management, LLC, hereinafter called the "Employer".

ARTICLE I RECOGNITION

The employer recognizes the Union as the exclusive bargaining agent for all its hourly paid janitorial and floor maintenance employees (excluding janitorial supervisors) employed at One Judiciary Square.

ARTICLE 2 WAGES

Section 1. The hourly wages for all employees covered by this Agreement shall be at the rates listed below:

Classification	Effective
	9-26-19
Janitor	\$18.65
Floor Maintenance	\$19.15

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 3 days of the day the employee reports the error if the error is the fault of the employer. If the error is not the fault of 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 covered by this Agreement shall not be paid nor have any claim for compensation unless they have worked at the facility in question when that facility has been made unavailable to the contractor for whatever reason by the contracting authority. If the contractor is compensated, all employees will be

compensated as well.

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 prevailing rate of pay for such job. Only hours actually worked shall be used to calculate overtime (i.e. paid time off vacation, sick, holidays, etc. shall not be considered “hours actually worked”).

Section 2. The regular workweek shall be Monday through Friday. The regular part-time shifts shall consist of 4 or 5 hours. The regular full-time shifts shall consist of 8 hours. All employees working a full-time shift shall receive 1 hour unpaid break in the middle of their shift.

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 start 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 after the employee's scheduled start time more than twice per pay period or after the end of the grace period. Employees shall request approval from the employer before performing any work in excess of their daily shift.

Section 3. 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. Employees must obtain prior approval from the employer before performing any work in excess of forty (40) hours in a work week.

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 AND WELFARE

All employees shall have the Health and Welfare supplements paid as follows:

Effective September 26, 2019 the health and welfare supplement shall be \$5.34 per hour paid.

ARTICLE 5
PAID HOLIDAYS

Section 1. The employer shall grant to all employees the following holidays and all future holidays declared as legal by the United States Congress, by Proclamation or Executive Order 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 | One Personal Day |
| Emancipation Day | |

If Martin Luther King's Birthday and Inauguration Day fall on the same day, employees will only be entitled to one paid holiday for the day on which both holiday fall.

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 schedule shift, same shall be compensated for at 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 all his/her scheduled hours on the workday before and after the holiday unless he/she is on excused absence and/or paid status.

Section 5. The Employer shall pay for all days that the building is closed by the President or the U.S. Congress or by an act of God, the basic hourly rate of pay for all Employees, if the Employer receives payment.

ARTICLE 6 VACATIONS

Section 1. All employees with one (1) year or more of continuous service are entitled to one (1) week of vacation with pay. All employees with two (2) or more years of continuous service are entitled to two (2) weeks of vacation with pay. All employees with five (5) years or more of continuous service are entitled to three (3) weeks of vacation with pay. All employees with ten (10) years or more of continuous service are entitled to four (4) weeks of vacation with pay. All employees with fifteen (15) years or more of continuous service are entitled to five (5) weeks of vacation with pay. All employees with twenty (20) years or more of continuous service are entitled to six (6) weeks of vacation with pay.

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 an extra day vacation or at the option of the employer, an extra day's wage.

Section 4. All employees will have the option to carry over all unused vacation.

Section 5. The employer agrees that all employees shall be paid for all 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. The employee's request for vacation leave shall not be unreasonably denied.

Section 7. If more employees desire a particular vacation period than the employer can afford or approve without disruptions or interference 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 Floor Maintenance Person and Janitor. 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 90 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 during the probationary period shall not be subject to the grievance procedure provided herein. Upon completion of the 90 day probationary period, employees shall enjoy seniority status from their date of hire.

ARTICLE 8 SICK LEAVE

Section 1. Effective September 26, 2019 all employees shall be eligible for twelve (12) paid sick days per year. Employees will be eligible to use accrued sick leave after thirty (30) days of employment.

Employees are required to use all sick days by the end of the calendar year. Use or lose.

Section 2. All employees must give two (2) 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 note or other acceptable evidence of disability shall be submitted by an employee as a claim for sick leave benefits, if requested by the employer.

ARTICLE 9 UNION SECURITY AND CHECK-OFF

Section 1. All employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of employment to remain members by the timely payment of all dues and initiation fees to the Union.

Employees covered by this Agreement who are not members of the Union shall be required as a condition of employment to become members of the Union within thirty (30) days after the effective date of this Agreement, date of execution of the Agreement or date of employment whichever is later and remain members by their timely payment of all dues and initiation fees to the Union. The failure to become or remain a member by the payment of all dues and initiation fees as required herein, upon written notice to the employer from the Union to such effect, shall obligate the employer to discharge such person. However, each employee will be given a period of fifteen (15) days from the date of said written notice to pay and fully discharge his/her indebtedness to the Union. Failure to do so will result in the employee's termination by the Employer.

Section 2. The employer shall notify the Shop Steward within forty-eight (48) hours of the name, address, and occupation of new or additional employees hired outside de Union. In considering persons for employment, promotion or work assignment, no consideration shall be given as to race, creed, sex, age, Union status or national origin.

Section 3. The employer shall check-off initiation fees, monthly fees and ADF contributions from the first paycheck of each month on the basis of individually signed voluntary authorization forms and remit to the Secretary-Treasurer of the Union by the end of the month in which they were deducted from the employee. The Union will send the employer an alphabetical check-off list 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 indemnified against any and all claims, liability or fault arising out of the employer's compliance with this Article.

The Employer shall maintain accurate employee information and transmit dues, political contributions, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

ARTICLE 10 FUNERAL LEAVE

Section 1. Effective September 26, 2019, all employees shall be granted three (3) days paid leave for the death of a spouse, father, mother, son, daughter, brother, sister, uncle, aunt, grandparents, grandchildren, stepparents, stepchildren or guardian. 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. Discipline must be given in writing within five (5) working days of the employer's knowledge of the offense. Copies of all warning or disciplinary notices will be given to the Shop Steward and the Union within five (5) days. Warning notices or other disciplinary action will be removed from the employees' files within a fifteen (15) month period.

Section 2. The Shop Steward or designated co-worker shall be present at all disciplinary and/or investigatory meetings which the employee reasonably believes might lead to discipline. In the investigatory meetings, the employee must request the steward to be present.

ARTICLE 12 GRIEVANCE PROCEDURE

It is agreed that any dispute arising out of this Agreement between an employee and the employer or the Union and the employer shall be resolved using the procedure set out below.

Step 1. The employee and the immediate supervisor may attempt to resolve any differences at the time they arise. In the event they are unable to resolve the issue, the employee may request a meeting with the supervisor and the shop steward to attempt to resolve the issue. If they are unable to resolve the issue, the grievance shall be reduced to writing and submitted to the employer within five (5) days.

Step 2. The General Manager, the Union Representative and the employee shall meet within five (5) days to attempt to resolve the issue. If they are unable to resolve the issue, the grievance will be moved to Step 3.

Step 3. Within five (5) days after the meeting in Step 2, the Union Representative and the employee shall meet with the Company Designee in the case of a discharge of an employee. For all other grievances, the Union Representative and the Company Designee shall select one day each month at a mutually convenient time to meet with employees regarding such grievances. All unresolved grievances will proceed to Step 4.

Step 4. If the grievance is not resolved at Step 3, within fifteen (15) days after the meeting in Step 3, it may be submitted at the request of either party to

arbitration by an Arbitrator designated by the Federal Mediation and Conciliation Service (FMCS), whose decision shall be final, provided that the Arbitrator shall not have the power to alter this Agreement, or any of its terms, in any way. All expenses shall be equally borne by both parties

ARTICLE 13
NO STRIKE AND NO LOCKOUT

The Company agrees there will be no lockout of the employees and the Union agrees there will be no strikes for the duration of this agreement.

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 will be in reverse order of seniority by classification in each procurement contract and all recalls shall be in order of seniority by classification. The job classifications shall be Floor Maintenance Employee and Janitor. In the event of layoffs, Floor Maintenance employees with more seniority may bump Janitors within the same procurement contract with less seniority accrued.

Section 2. The employer shall maintain a One Judiciary Square recall list in order of seniority. The employee's job classification and date of layoff shall be noted on the recall list. All employees shall remain on the layoff list for up to six (6) months. When a custodial job at OJS becomes vacant, the most senior person shall be contacted to fill the vacancy. The employer shall contact employees in all classifications if the vacancy is for a janitor position. The employer shall contact the most senior Floor Maintenance employee for vacancies in those classifications. If a Floor Maintenance employee is working out of classification, that person shall be contacted to fill a vacancy in those classifications before contacting the most senior person on the recall list.

Section 3. When a vacancy occurs, the employer shall use the following procedure; the employer will call the most senior person on the recall list. If the employer is able to contact that person by phone, the employee then has three working days from the date of the phone contact to make arrangements to return to work. If the employer is unable to contact the most senior person by phone, then a letter will be sent to the employee by Priority Mail recalling him to work. The

employee has two (2) working days after receipt of the letter to contact the employer if he wants to return to work and three (3) working days after the phone call to the employer to report to work. All employees have a responsibility to inform the employer of any change in address or telephone. The employer shall maintain a log book for all lay offs and recalls, noting the seniority date and the date(s) contacted for recall, what type of contact (phone/letter), the 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. All employees laid off shall remain on the lay off list for up to six (6) months. However, if the employee fails to return to work after proper notice, that person will no longer be considered on the lay off list. An employee will have the right to refuse a position that is not within the same basic schedule of the position from which they were laid off.

ARTICLE 15 SHOP STEWARD AND UNION REPRESENTATIVES

Section 1. The employer agrees to recognize stewards as designated by the Union. There shall be one 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 steward. The stewards may assist in the investigation, of grievances. Stewards shall not be discriminated against in discharging duties assigned them by the Union and shall be given reasonable time to settle grievances.

Section 2. A duly authorized representative of the Union will be permitted to visit the premises of the employer at reasonable times for the purpose of transacting business for the Union and to insure compliance with this agreement. The representative shall first make his/her presence known to the manager or assistant manager. Meetings with employees shall be in the employer's office in the building on non-work time.

ARTICLE 16 UNION RIGHTS

Section 1. The Union shall have the right to confer with Union members and investigate working conditions.

Section 2. The employer shall provide space for Union literature in a place convenient for employee use.

Section 3. The Union shall have the right to inspect the employer's records necessary to enforce this agreement.

Section 4. The employee shall have the right to inspect his personnel file.

Section 5. An employee may request a leave of absence for serving the Union.

ARTICLE 17
UNPAID LEAVE OF ABSENCE

Section 1. The employee agrees to provide the following leaves of absence for all employees when requested. Such requests shall not be unreasonably denied. The employee shall return to their original or equivalent position without loss of seniority.

Medical/Compassionate leave: Up to six months.

Personal leave: Up to thirty (30) days for personal reason. The employee may request an extension of 30 days in cases of emergency and the employer may request documentation of the emergency.

Union leave: Up to two (2) months for service with the Union.

Military leave: As required by federal law.

Civic leave: For any employee who is required to report for jury service or to testify in any legal proceeding as a result of a subpoena, a copy of which shall be supplied to the employer upon request.

Section 2. An employee shall be entitled to take medical/compassionate leave under the circumstances provided for by the Federal Family and Medical Leave Act of 1993, or under applicable state or local laws. The employer shall make the payment of health insurance contributions only as required by the Family and Medical Leave Act of 1993 or other applicable state or local laws.

Medical/compassionate leave is unpaid leave. If an employee requests medical/compassionate leave, the employer has the right to require the employee to substitute all of the employee's accrued vacation and sick leave for leave available under the Family and Medical Leave Act, or applicable state or local laws. In the District of Columbia, the employee will have the option of choosing to substitute any accrued vacation or sick leave. Where the employer designates leave taken by an employee as leave under the Family and Medical Leave Act, or other applicable state or local laws, the employer shall notify the employee of that designation at the time the employer determines that the leave qualifies as leave under the applicable act.

Vacation, sick leave or other employment benefits shall not accrue during the time that an employee is on medical/ compassionate, personal, union or military leave, unless otherwise required by law.

ARTICLE 18 UNIFORMS

The employer agrees to provide each employee with two (2) uniforms free of charge and the 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 (including gloves, goggles, rain coats, boots...) 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, Spanish and Vietnamese 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.

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.

ARTICLE 22 MANAGEMENT RIGHTS

Subject only to such limitations as may be specifically imposed by this Agreement, the Union recognizes that the management of the business and direction of the working force is vested exclusively in the Employer, including but not limited to, the right to schedule work, to assign work and working hours to employees, to decide the work amount and location at its facilities, to determine the type of services performed, to establish reasonably quality and performance standards, and the most efficient means of providing service, to require from every employee compliance with normal operating procedures, to formulate and enforce

appropriate Employer rules and regulations, including the drug and alcohol policy, now in effect, or hereafter enacted, if not covered by the provisions of this Agreement, to hire, suspend, promote, demote, transfer, discharge or discipline, or relieve employees from duty because of lack of work or for other legitimate reasons, to maintain discipline and efficiency of employees, to judge skill, ability and physical fitness, to create, eliminate, or consolidate job classifications, to control and regulate the use of all equipment and other property of the Employer.

ARTICLE 23
SAVING CLAUSE

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

ARTICLE 24
CHANGE OF NAME, ADDRESS OR FORM OF ENTITY

This agreement is binding upon the Employer and its present owner(s) and officer(s) whether or not he or they change the name, address or form of the business.

ARTICLE 25
SUCCESSORSHIP

The Employer will furnish the Union notice of termination of its One Judiciary Square contract with the Department of General Services within twenty four (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.

The committee shall be made up of no more than 3 representatives of management and 1 employee representative from each procurement contract. The committee shall meet for up to 2 hours on an as needed basis, but not less than once per contract year. The employee's representatives 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. The parties agree to schedule a committee meeting within 10 days of the meeting request.

ARTICLE 28
VACANCIES & JOB POSTINGS

Section 1. When a regularly scheduled full time position or any other position which the employer intends to fill on a permanent basis for more than five (5) days becomes available, the employer will post a job announcement for that position for five (5) working. The job announcement shall list the hours, wage, qualifications for the job and any other requirements. 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 review such requests and select the most senior qualified applicant for that position. If there are no qualified applicants for the position, the employer shall be free to hire from any source.

ARTICLE 29
IMMIGRATION

Section 1. The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extensions, continuations or other status required by the Immigration and Naturalization Service without having to take a leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to ninety (90) days and return the employee to work with no loss of seniority provided the Employer is still in the building. All of the above shall be in compliance with existing laws.

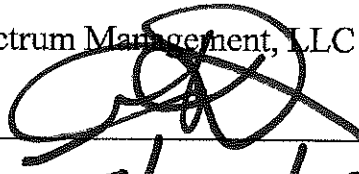
Section 2. A “no match” letter from the Social Security Administration (SSA) shall not itself constitute a basis for taking any adverse employment action against an employee or for requiring an employee to re-verify work authorization. Upon receipt of such a letter, the Employer shall notify the employee and provide the employee with a copy of the letter and inform the employee that he or she should contact SSA.

ARTICLE 30
DURATION OF AGREEMENT

This Agreement will become effective September 26, 2019 through September 25, 2020 and may be extended upon agreement by both parties.

SEIU Local 32BJ

Spectrum Management, LLC



7/8/19

7/22/19

Date

Date