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**Agreement between
BUILDING OPERATORS LABOR
RELATIONS, INC.
and
SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 36,
AFL-CIO**

**TERM:
June 1, 2003
TO
OCTOBER 15, 2007**

This document is the result of a collective effort to achieve a fair and equitable agreement between the Building Operators Labor Relations Association (BOLR) and Service Employees International Union Local 36.

Members of Local 36 as well as Supervisors and Management Personnel should use this as a tool and a guide in regard to any dispute that may arise during the term of this contract.

A contract is only effective in so far as its articles are honored. This contract will govern work rules and *working conditions until it expires on October 15, 2007. Please familiarize yourself with its contents, and any violation of the agreement should be brought to the attention of the union.*

Table of Contents

ARTICLE 1	RECOGNITION	2
ARTICLE 2	UNION SECURITY AND CHECK-OFF	3
ARTICLE 3	RIGHTS OF MANAGEMENT	8
ARTICLE 4	NO DISCRIMINATION	9
ARTICLE 5	WAGES AND OVERTIME	10
ARTICLE 6	HOLIDAYS	22
ARTICLE 7	VACATIONS	24
ARTICLE 8	CONVERSION AND SEVERANCE PAY	26
ARTICLE 9	FUNERAL LEAVE	29
ARTICLE 10	JURY DUTY PAY	30
ARTICLE 11	UNIFORMS	30
ARTICLE 12	TEMPERATURE WORKING CONDITIONS	30
ARTICLE 13	HEALTH AND WELFARE PLAN	31
ARTICLE 14	PENSION PLAN	34
ARTICLE 15	FAILURE TO REMIT DUES OR TRANSMIT WELFARE AND PENSION CONTRIBUTIONS	37
ARTICLE 16	INDUSTRY PROMOTIONAL FUND	38
ARTICLE 17	SENIORITY	39
ARTICLE 18	DISCHARGE AND DISCIPLINE	46
ARTICLE 19	UNION ACTIVITIES IN BUILDINGS	48
ARTICLE 20	SPLIT SHIFTS AND ASSIGNMENTS	50
ARTICLE 21	GRIEVANCE AND ARBITRATION PROCEDURE	50
ARTICLE 22	GOVERNMENT CONTRACTS	53
ARTICLE 23	SUBCONTRACTING	53
ARTICLE 24	REDUCTION OF WORK FORCE	55

ARTICLE 25	NO STRIKES OR LOCKOUTS	56
ARTICLE 26	OTHER LEGAL ENTITIES	57
ARTICLE 27	MOST FAVORED EMPLOYER	58
ARTICLE 28	CHANGE OF OWNERSHIP	59
ARTICLE 29	INSPECTION OF RECORDS	59
ARTICLE 30	SAFETY	60
ARTICLE 31	SEPARABILITY	61
ARTICLE 32	HOURS	62
ARTICLE 33	PREPAID LEGAL SERVICES FUND	62
ARTICLE 34	BREAKS	63
ARTICLE 35	JOB POSTING	63
ARTICLE 36	TOOLS	64
ARTICLE 37	IMMIGRATION	64
ARTICLE 38	VETERANS' RIGHTS	65
ARTICLE 39	TERM OF AGREEMENT	65

APPENDIX 1

DRUG AND ALCOHOL POLICY	67
-------------------------	----

APPENDIX 2

MECHANICS AND MAINTENANCE WORKERS LICENSED ENGINEERS AND OPERATING ENGINEERS	76
---	----

SCHEDULE "A"	77
--------------	----

SCHEDULE "B"	78
--------------	----

SIDE LETTER #1	79
----------------	----

SIDE LETTER #2	80
----------------	----

SIDE LETTER #3	82
SIDE LETTER #4	83

**A G R E E M E N T
(OFFICE BUILDINGS)
B E T W E E N**

**BUILDING OPERATORS LABOR RELATIONS DIVISION OF BUILDINGOWNERS' AND MANAGERS'
ASSOCIATION OF PHILADELPHIA**

**A N D
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL #36, AFL-CIO**

TERM:

**JUNE 1, 2003
TO
OCTOBER 15, 2007**

**AGREEMENT
(OFFICE BUILDINGS)**

THIS Multi-Employer Agreement entered into the 2nd day of May, 2003 by and between BUILDING OPERATORS LABOR RELATIONS DIVISION OF BUILDING OWNERS' AND MANAGERS' ASSOCIATION OF PHILADELPHIA, (hereinafter called the "Corporation"), acting for and on behalf of such of its Member Buildings as are listed on Schedule "A" attached hereto (each of whom is hereafter referred to as "Employer"), on the one hand, and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #36, AFL-CIO (hereinafter called the "Union"), on the other hand.

**ARTICLE I
RECOGNITION**

SECTION 1.1. The Employer recognizes the Union as the sole and exclusive agent for the purpose of collective bargaining for those of its employees in the following classifications:

- Janitorial Employee, Class 1
- Janitorial Employee, Class 2
- Janitorial Employee, Class 2 (Lobby Attendant)
- Elevator Operator
- Elevator Starter
- Combination Elevator Operator and Job Class No. 2
- Cleaner Foreperson
- Mechanics and Maintenance Workers
- Licensed Engineers and Operating Engineers

Such definition shall exclude supervisors, clerical employees, confidential employees and armed guards as defined in the National Labor Relations Act, and those operating engineers and maintenance mechanics who are presently covered under a

separate collective bargaining agreement. Whenever the word "employee" is used herein, it refers only to those employees for whom the Union is the recognized bargaining agent.

SECTION 1.2. The Employer shall have the right to hire employees from any source whatsoever. All new employees shall be on probation for ninety (90) days after employment and during such probationary period the Employer shall be the judge as to whether or not such new employee is qualified to continue in its employ and the Employer may discharge such employee for any reason in its discretion. The probationary period shall not apply to employees who have worked for a predecessor owner, agent or contractor in a particular building for more than ninety (90) days. An extension of an employee's probationary period must be memorialized by an agreement between the President of the Union and the Employer. Employees shall not be entitled to holiday pay, paid funeral leave, jury duty benefits or legal fund contributions on their behalf during their probationary period.

SECTION 1.3. The Employer agrees to cooperate in all ways possible and lawful with the Union in an effort to apply this Agreement to all commercial office buildings in Philadelphia. The Union agrees to continue its full efforts to organize the entire building service industry within its jurisdiction.

ARTICLE 2 UNION SECURITY AND CHECK-OFF

SECTION 2.1. It shall be a condition of employment that all employees of Employer who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall, on the thirty-first (31st) calendar day following the effective date of this Agreement, be-

come and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) calendar day following the beginning of such employment, become and remain members in good standing in the Union. The requirement of membership under this section is satisfied by the payment of financial obligations of the Union's initiation fees and periodic dues uniformly imposed.

SECTION 2.2. The Employer shall discharge an employee immediately upon being given notice by the Union that such employee has not fulfilled the requirements of Section 1 above.

SECTION 2.3. During the life of this Agreement, the Employer will check off monthly dues, assessments and initiation fees as membership dues in the Union for all employees who furnish it with a voluntary signed check-off authorization card meeting applicable legal requirements. The Employer agrees to make payroll deductions from the first pay check of each calendar month for each employee member of the Union to cover the employee member's current monthly dues. In the case of employees hired after the date of this Agreement, the Employer will make a payroll deduction for the standard initiation fee payable under provisions of the Union Constitution and By-Laws during the first two (2) weeks after the thirty-first calendar (31st) day of the employee's employment, in the form heretofore agreed to by the parties and duly signed by the individual employee. The Employer agrees to remit all payroll deductions to the Union no later than the 15th day following the receipt from the Union of the printout form hereafter referred to, together with an alphabetized list of all employees for whom the deductions are made on a printout form supplied by the Union, which printout form shall list the categories stated below and shall be already filled in

as to existing employees. The form shall specify: (1) the names of all employees who have received pay during the calendar month, whether or not that employee has attained thirty (30) days of employment necessitating a check-off of monthly dues, assessments or initiation fees; (2) the amount of deduction, if any, for each employee; (3) the name, address, social security number and dates of hire for all employees hired during the prior thirty days; and (4) the names of any employees who have terminated their employment and the date thereof. The Employer shall supply a notation of "no authorization" beside the name of an employee who has not signed a payroll deduction or has not been in the Employer's employ for thirty days. It is agreed that the Employer's failure to remit all payroll deductions in accordance with the above procedures will result in an automatic ten percent (10%) liquidated damages payment being assessed, where there is no dispute as to the amount owed and no inadvertent error. Any such dispute shall be subject to the grievance procedure.

SECTION 2.4. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the foregoing provisions.

SECTION 2.5. An employee employed by an Employer who is subsequently promoted by an Employer to a position of Working Superintendent and is regularly required to do work utilizing tools, shall retain his/her membership in the Union and be entitled to the same fringe benefits to which other employees are entitled. However, under no circumstances will the Union bargain for, or in any way represent the Working Superintendent except to insure compliance with this Agreement as to fringe benefits and Union membership, nor will a Working Superinten-

dent be permitted to abandon his duties in the event of a strike by this or any other union whatsoever.

The term "Working Superintendent" shall be limited to Employer personnel who currently hold that title and, after October 16, 2000, only persons functioning as the chief or lead engineer or as the employee charged with responsibility for generally overseeing and maintaining a smaller building may be newly designated as a Working Superintendent.

SECTION 2.6. Should the Employer fail to comply with the provisions of Section 2.3 of this Article after the Union has given the said Employer five (5) days written notice of the Employer's default, and the Employer has failed to remit payment within the said five day period, the Employer shall be liable for a penalty of ten (10%) percent of all amounts improperly remaining unpaid; provided, however, if underpayments are revealed by an audit of the Employer's records, no such penalty shall be imposed if the Employer remits to the Union the amount of the underpayment within sixty (60) days of receiving the audit report by certified mail. No such penalty shall be imposed with respect to any portion of the asserted underpayment as to which the Employer has a bona fide claim that it is not due. In the event an audit reveals that an Employer has overpaid the amounts due under Section 2.3 of this Article, the Union shall remit payment of the overpayment to the Employer or member, except with the respect to any portion of the asserted overpayment as to which there is a bona fide dispute.

SECTION 2.7. The Union shall furnish the Employer with a form advising each new employee of the existence of, and terms of, this Agreement and the terms of such employee's obligations of Union membership, and the Employer shall deliver to each

such new employee that said form at the time of hiring. Should the form contain information blanks which the employee must fill out, the Employer will require the employee to complete the said form and the Employer will mail same to the Union. The Corporation reserves the right to approve the substance of the form to be prepared by the Union, before it is submitted for action by the Union to the Association's membership. Should an Employer be found to be in violation of this Section by the Grievance Committee or an impartial arbitrator, the Committee and/or arbitrator shall be empowered to fashion an appropriate remedy.

SECTION 2.8.

(a) The Employer agrees to deduct and transmit to S.E.I.U. Local 36 C.O.P.E. a given amount per pay period, from the wages of those employees who voluntarily authorize such contributions on the form provided for that purpose by S.E.I.U. Local 36. An employee may elect during the periods of April 1 to April 30 and September 1 to September 30 to have C.O.P.E. payroll deductions made or to change the amount of such deductions. These deductions shall be made in the amount of \$.50, \$1.00, or any multiple of one dollar per month, per employee for all employees who so elect.

(b) The Employer agrees to transmit to the Union the amount deducted on or before the fifteenth (15th) day of each month the total amount deducted the previous month. This remittance shall be simultaneous with the dues remittance as provided in this Article, and these voluntary contributions, while not a condition of employment, shall be considered a payroll deduction for purposes of Sections 2.3, 2.4 and 2.6 of this Article.

**ARTICLE 3
RIGHTS OF MANAGEMENT**

SECTION 3.1. Subject to the terms of this Agreement, including the Grievance and Arbitration provisions herein contained, it is agreed that the operation of the business and direction of the employees, including the making and enforcing of reasonable rules to assure orderly efficient operation, the determination of employee competency, the right to hire, to transfer, to promote, to demote, to discipline, to discharge for just cause, to lay off for lack of work, are rights vested exclusively in the Management of the Employer.

SECTION 3.2. The above Rights of Management are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to Management. Any of the rights, power or authority the Employer had prior to the signing of this Agreement, are retained by the Employer except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made.

SECTION 3.3. If any of the above rights have been expressly abridged by a specific provision of this Agreement, the specific provision of this Agreement shall apply.

SECTION 3.4. The Employer shall not compel employees to pay any fees for credit or criminal background checks. This restriction shall not apply with respect to applicants for employment.

**ARTICLE 4
NO DISCRIMINATION**

SECTION 4.1. The Employer agrees not to discriminate against any employee because of membership in, or activities on behalf of the Union.

SECTION 4.2.

(a) The Employer and the Union agree not to discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, sexual orientation, age, veteran status, maternity status, disability, or immigration status.

(b) It is the intent of the Employer and Union that all employees work in an environment where the dignity of each individual is respected. That environment must be free of unlawful harassment, including harassment based upon any of the following categories: race, color, religion, national origin, sex, age, sexual orientation, maternity status, disability, or immigration status. The Employer shall undertake the responsibility to train supervisors and employees on its policies on discrimination and harassment. The Employer shall inform the Union of such policies and training.

(c) In the event an employee believes that he/she has been harassed or discriminated against on any basis prohibited by this Article, the employee must, as soon as reasonably practical under the circumstances, bring the matter to the attention of the management official the Employer may have designated to receive such complaints or to another supervisor or manager the employee might feel more comfortable approaching. The Employer

will then conduct a prompt, full and confidential investigation and take such steps as it finds to be necessary and appropriate to remedy any violation. Those steps shall include making the employee whole and disciplining any person found to have engaged in harassment/discrimination in violation of this Article. The Employer shall make its best efforts to complete its investigation and make its decision on remedial action within thirty (30) days following the complaint. The employee shall be promptly notified of the results of the investigation and the remedy the Employer intends to take. In the event the employee is dissatisfied with the Employer's response and wishes to pursue the claim, he/she may do so through the grievance procedure herein as well as pursuing his/her claim to the appropriate local, state or federal agency established to address such claims of discrimination or harassment.

SECTION 4.3. The parties agree that they will meet and discuss any proposed exceptions to the Collective Bargaining Agreement that may be necessary in order to effect a reasonable accommodation to a job applicant or employee as required by the Americans with Disabilities Act or similar state or local law, or by regulations adopted under the ADA or other such law. The Union retains the right to grieve and arbitrate any exception to the Agreement which is implemented by the Employer and with which it has not agreed.

ARTICLE 5 WAGES AND OVERTIME

SECTION 5.1. Effective May 1, 2004, all employees shall receive an increase of \$.40 per hour in their straight time hourly rates and all minimum hourly rates shall be as listed in Section 5.3. Effective May 1, 2004, all mechanics and maintenance workers and

licensed engineers and operating engineers shall receive an increase of an additional \$.15 per hour for a total of \$.55 per hour to their straight time hourly rate. Effective November 1, 2005, all employees shall receive an increase of \$.30 per hour in their straight time hourly rates and all minimum hourly rates shall be as listed in Section 5.3. Effective November 1, 2005, all mechanics and maintenance workers and licensed engineers and operating engineers shall receive an increase of an additional \$.15 per hour for a total of \$.45 per hour to their straight time hourly rates. Effective November 1, 2006, all employees shall receive an increase of \$.35 per hour in their straight time hourly rates and all minimum hourly rates shall be as listed in Section 5.3. Effective November 1, 2006, all mechanics and maintenance workers and licensed engineers and operating engineers shall receive an increase of an additional \$.15 per hour for a total of \$.50 per hour to their straight time hourly rates.

INCREASE IN RATES

	EFFECTIVE DATE		
CLASSIFICATION	05/01/04	11/01/05	11/01/06
Janitorial Employee, Class 1	\$.40	\$.30	\$.35
Janitorial Employee, Class 2	\$.40	\$.30	\$.35
Janitorial Employee, Class 2 (Lobby Attendant)	\$.40	\$.30	\$.35
Elevator Operator	\$.40	\$.30	\$.35

Elevator Starter	\$.40	\$.30	\$.35
Combination Elevator Operator and Job Class No. 2 Cleaner	\$.40	\$.30	\$.35
Foreperson	\$.40	\$.30	\$.35
Mechanics and Maintenance Workers	\$.55	\$.45	\$.50
Licensed Engineers and Operating Engineers	\$.55	\$.45	\$.50

SECTION 5.2. Janitorial employees covered by this Agreement shall be classified in one of the four job classifications described below. Such an employee's individual job classification shall be the highest rated job classification in which the employee regularly works a significant portion of such employee's time in the normal work week.

SECTION 5.3. The Classifications and effective hourly rates are as follows:

HOURLY RATE EFFECTIVE

CLASSIFICATION

Current Rate	05/01/04	11/01/05	11/01/06
Janitorial Employee, Class 1 \$12.26	\$12.66	\$12.96	\$13.31
Janitorial Employee, Class 2 \$13.14	\$13.54	\$13.84	\$14.19

Janitorial Employee, Class 2(Lobby Attendant)	\$13.14	\$13.54	\$13.84	\$14.19
Elevator Operator	\$13.19	\$13.59	\$13.89	\$14.24
Elevator Starter	\$13.24	\$13.64	\$13.94	\$14.29
Combination Elevator Operator and Job Class No. 2 Cleaner	\$13.14	\$13.54	\$13.84	\$14.19
Foreperson ¹				
Mechanics and Maintenance Workers	\$17.16	\$17.71	\$18.16	\$18.66
Licensed Engineers and Operating Engineers ²	\$17.50	\$18.05	\$18.50	\$19.00

1. Minimum hourly rates vary with extent of responsibilities.
2. Defined as employees who have direct responsibility for the operation and maintenance of heating plants and/or central air conditioning systems.

SECTION 5.4.

JOB CLASS NO. 1

Effective May 2, 2003	\$12.26 per hour
Effective May 1, 2004	\$12.66 per hour

Effective November 1, 2005 \$12.96 per hour
Effective November 1, 2006 \$13.31 per hour

Work consists of a normal daily schedule of general cleaning, including the following:

1. Vacuuming - home-type vacuum.
2. Spot cleaning walls and glass partitions.
3. Dusting.
4. Trash removal - desk type waste basket - filled bags removed to designated area on floor.
5. Cleaning ash trays.
6. Sweeping and dry mopping - not to exceed 24" tool.
7. Damp wiping.
8. Policing of corridors and washrooms.
9. Replenishing paper products and sanitary supplies - hand carried from supply room.
10. Sponge mopping.
11. All Day Matron/Day Attendant duties.

JOB CLASS NO. 2

Effective May 2, 2003 \$13.14 per hour
Effective May 1, 2004 \$13.54 per hour
Effective November 1, 2005 \$13.84 per hour
Effective November 1, 2006 \$14.19 per hour

This work requires added physical effort and ability to operate various pieces of equipment, including automated equipment, as follows:

1. Wet mopping involving use of a mop weighing more than 16 oz. for substantial periods of time.

2. Spot wet mopping except sponge mopping.
3. Exterior cleaning.
4. Combination watchperson/cleaning.
5. Landscape maintenance (no power equipment).
6. Washing venetian blinds (substantial).
7. Loading dock, shipping platform and driveway attendants.
8. Furniture moving (less than full tenant moves).
9. Ladder work under eight feet.
10. Hand scrubbing - substantial - hands and knees.
11. Heavy trash removal (including incinerator operators, balers and compactors).
12. Operation of power machines (floor machinery, spray buff, exterior power machine, wet/dry pick up, industrial vacuum, etc.) and related wet mopping and waxing.
13. Washroom sanitation (cleaning of entire washrooms).
14. Light fixture cleaning and re-lamping.
15. Metal washing and polishing.
16. Partition glass washing - substantial.

JOB CLASS No. 2 (Lobby Attendant)

Effective May 2, 2003	\$13.14 per hour
Effective May 1, 2004	\$13.54 per hour
Effective November 1, 2005	\$13.84 per hour
Effective November 1, 2006	\$14.19 per hour

The work of this job requires the performance of Lobby Attendant duties at least a majority of the time, as follows:

1. Reception area duties, including greeting of visitors and deliverers, providing information and directions, and observing and reporting improper or suspicious actions.

2. Answering telephone and supplying information regarding location of building tenants.
3. Monitoring signed entry to an exit from building.
4. Summoning police or fire assistance when necessary in the absence of building management.
5. Performing incidental janitorial duties in lobby as required.

ELEVATOR OPERATOR

Effective May 2, 2003	\$13.19 per hour
Effective May 1, 2004	\$13.59 per hour
Effective November 1, 2005	\$13.89 per hour
Effective November 1, 2006	\$14.24 per hour

The work of this job requires the performance of the following duties:

1. Operation of elevators which transport passengers or freight, and in some instances both.
2. Supply information to passengers and deliverers.
3. Report improper or suspicious actions.

ELEVATOR STARTER

Effective May 2, 2003	\$13.24 per hour
Effective May 1, 2004	\$13.64 per hour
Effective November 1, 1005	\$13.94 per hour
Effective November 1, 2006	\$14.29 per hour

The work of this job requires the performance of the following duties:

1. Coordination of activities of Elevator Operators or

- controlling automatic elevators.
2. Enforcement of crowd and weight restrictions on elevators.
3. Answering questions and instructing new elevator employees.
4. Reporting maintenance needs.
5. Responsible for enforcement of regulations concerning removal of equipment or other items from the building.
6. Observing and reporting improper or suspicious actions.

FOREPERSON

Minimum hourly rates vary with extent of responsibilities:

The work of this job requires the performance of the following duties:

1. Supervision of employees in Job Class Nos. 1, 2, or 2 (Lobby Attendant), including assignment of tasks and/or locations and review of the work performed to assure its adequacy.
2. Instruction of new employees.
3. As required, perform duties similar to those by employees under their direction.
4. May, in the absence of supervision, suspend temporarily, employees under their direction for improper behavior, pending prompt managerial review.

PREMIUM PAY

If an employee is required to perform any of the following jobs (of more than a single short duration service in excess of thirty minutes) on the employee's regular time, the employee will be paid a premium of thirty-five (\$.35) cents per hour for each hour of work performed in such work. These jobs are as follows:

1. Demolition of walls.
2. Scaffold work and lift work.
3. Full tenant moves within the building.
4. Rug shampooing and all cleaning of rugs, other than vacuuming and spot removal.
5. Moving partitions.
6. Ladder work over eight feet - substantial.

If an employee is required to perform snow removal on the employee's regular time, the employee will be paid a premium of fifty-five (\$.55) cents per hour for each hour of work performed in such work.

If an employee is required to perform any of the above jobs on an overtime basis, the employee will receive no premium pay.

SECTION 5.5.

(a) Any employee required to work in excess of his regularly scheduled weekly hours, shall receive time and one-half his regular hourly wage rate. All time allowances for vacations, holidays, personal days, jury duty, funeral leave and other time off for which the employee is paid by the Employer as provided in this

Agreement, shall be counted as time worked in weekly overtime computation. Any employee required to work seven (7) consecutive days shall receive double his regular straight time hourly rate for all hours worked on such seventh consecutive day, unless such work was required because of a mechanical emergency, fire or other act of God. There shall be no pyramiding of overtime or premium pay, and Employer retains the right to change the regular schedule of any employee as conditions may require, so long as the employee's regularly scheduled days of work that week are not changed in order to avoid the payment of overtime that Sunday. A regular full time employee who is scheduled to work on a Sunday, and is given notice no later than the end of his shift that begins on Friday of his scheduled starting time on Sunday, shall receive one and one half (1 ½) his regular hourly wage rate for all hours worked on Sunday. If the Employer does not provide such minimum notice, the employee shall receive double his regular hourly wage rate.

(b) Scheduled overtime shall be distributed equitably among bargaining unit members. It shall be offered on a rotating basis within each job classification according to a list initially established in order of the employees' seniority, unless, as determined by the Employer, skill and ability is a factor as to the employee who will do the work. In such case the Employer shall offer the overtime to those employees who, in the Employer's judgment, have the skill and ability to do the work. The Employer shall have complete discretion as to the job classifications in which the overtime is to be worked.

Any employee refusing an overtime request will be charged with the overtime as if worked for the purpose of determining the equitable distribution thereof. Any employee refusing overtime on two consecutive occasions shall be removed from the overtime list for a period of six months.

A regular full time employee who is called back to work for other than their regular daily shift shall be guaranteed a minimum of four hours work, and shall be paid at time and one-half for all hours worked on the call back.

(c) In the event a contractor or management company becomes the Employer of employees in a building, among whom are included one or more persons whom it already employs elsewhere, the contractor or management company will not be required to continue employing such persons in more than one of the buildings if to do so otherwise would require the contractor or management company to pay such person at overtime rates for hours of work for which another Employer could pay a straight time rate. The affected employee will be permitted to choose the building at which he/she will continue to be employed, failing which the Employer will make the selection. In such circumstances, the predecessor Employer shall be obligated to place the employee in its fill-in pool pursuant to Article 17, Section 17.9 of the Collective Bargaining Agreement and guarantee the same number of daily and weekly hours that the employee previously worked before the employer was displaced.

SECTION 5.6. The Employer shall have the right to pay probationary Janitorial Employees hired on or after October 16, 2000 at a rate of Three Dollars (\$3.00) per hour below the rate of that classification. Each such employee shall receive an increase of \$1.00 per hour after twelve months of employment (excluding periods of layoff), another \$1.00 per hour after a total of twenty-four (24) months of employment (excluding periods of layoff), another \$1.00 after a total of thirty-six (36) months of employment (excluding periods of layoff). The new hire rate for Janitorial Employees hired on or after October 16, 2002 shall be Three Dollars and Thirty Cents (\$3.30) per hour below the rate of their classification, with increases of \$1.10 per hour every

twelve (12) months as described above, until their rate reaches the prescribed rate for their classification. Such employees shall, along with all other employees, likewise receive the yearly negotiated hourly wage increases. Janitorial Employees hired prior to October 16, 2000 shall remain subject to the new hire rate set forth in the predecessor to this Agreement that was in effect on their date of hire.

For purposes of the above new hire rates, a new employee shall be considered a probationary employee only (and not with respect to the right of the Employer to determine, in its sole discretion, whether a new employee is satisfactory) if the employee has not been employed in the Industry for thirty (30) days prior to the employee's being hired by the Employer.

SECTION 5.7. Employees who are unable to report to work due to vehicular travel being prohibited by the applicable governmental authority shall receive pay for the straight time hours they were prevented from working on each such day. When an Employer notifies employees they are not to report in circumstances when vehicular travel is not prohibited by the applicable governmental authority, the employees shall receive pay for the straight time hours that they did not work on each such day. If employees do not receive notice not to report to work, they will be paid only if they actually report to work.

The Union and BOLR agree to form a committee that shall formulate a uniform plan that Employers must follow in the event of a snow emergency. This plan shall include notice provisions, among other items.

ARTICLE 6 HOLIDAYS

SECTION 6.1. The following holidays shall be recognized under this Agreement: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Effective in calendar year 2006, Martin Luther King, Jr.'s Birthday shall be recognized as a holiday.

If one of these holidays falls on Saturday or Sunday, the Employer may designate for each employee whether the holiday is to be celebrated on Friday or Monday. If the Employer elects to designate Friday as the holiday for some employees in a particular building and Monday for others, it shall do so according to the employees' preferences, by seniority, consistent with its staffing determination.

SECTION 6.2. For the purpose of this Article, holiday pay shall be equal to the compensation which an employee receives when he/she works his/her regularly scheduled workday.

SECTION 6.3. Such employee shall receive the pay set forth in Section 2 above, provided said employee has completed the probationary period and works his full scheduled workday immediately before the holiday and his full scheduled workday immediately following the holiday, unless the employee is absent for proper reason as provided in Article 18, Section 18.2(b) of this Agreement.

SECTION 6.4. Each Employer also agrees to grant to each employee who has been continuously in its employ for a period of at least one (1) year, three (3) personal holidays per contract year. One of the personal holidays shall be prior to the employee's birthday when each eligible employee shall signify to the Em-

ployer his or her preference as to what day within the period beginning thirty (30) days prior to and ending thirty (30) days after such employee's birthday, on which he or she wishes to be granted a personal holiday. If this day is satisfactory to the Employer, the Employer will notify the employee; otherwise, the Employer and the employee shall agree on another mutually satisfactory day within the said period. The second and third personal holidays shall be on a day mutually agreed upon by the Employer and employee. Employer shall have the option as to each eligible employee to determine whether to grant the first personal holiday with pay or to grant such employee an extra day's pay in lieu of such personal holiday, so long as the employee first requests pay in lieu of the personal holiday. An Employer shall not unreasonably deny an employee's request to take a personal holiday.

Each Employer agrees to grant an additional fourth (4th) personal holiday in memory of Martin Luther King, Jr. to each employee who has completed at least one (1) year of continuous employment on a date mutually agreed upon by the Employer and employee.

Notwithstanding the foregoing, eligible employees may elect to use any or all of these four (4) personal days to receive pay for a day of absence, provided they comply with the Employer's policy with respect to notifying it of such absence.

Effective November 1, 2005, the fourth (4th) personal holiday in memory of Martin Luther King, Jr. shall no longer be available. Effective thereafter, Martin Luther King Jr.'s Birthday shall be recognized and treated as a holiday pursuant to this Article of the Agreement.

SECTION 6.5. When a holiday occurs during an eligible employee's scheduled vacation, such employee will be paid for

the un-worked holiday in addition to the employee's vacation pay, but the vacation will not be extended an extra day, unless mutually agreed upon between the Employer and employee.

SECTION 6.6. An employee required to work on any of the holidays named in Section 1 hereof, or on his second or third personal holiday as set forth in Section 4 above, shall receive, in addition to holiday pay, time and one half for all hours worked on such holiday. An employee called in to work on Thanksgiving or Christmas shall receive in addition to holiday pay, double time for all hours worked on such holiday.

SECTION 6.7. Holiday and holiday pay rights of employees shall be not affected by a change of ownership or management in the building or cleaning contractor so long as the employees remain in the employ of the new owner or successor cleaning contractor, and the new owner or successor cleaning contractor shall thereupon be responsible for payment of same.

ARTICLE 7 VACATIONS

SECTION 7.1. All employees in the employ of the Employer on January 1st of any year shall be entitled to a paid vacation according to the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
Less than 10 years months of service up to a maximum of 10 days	1 day for each 2
10 years but less than 15 years	3 weeks (15 days)
15 years but less than 22 years	4 weeks (20 days)
22 years or more	5 weeks (25 days)

An employee may take vacation according to the foregoing schedule (earned as of the preceding January 1) only after com-

pleting one (1) year of service. Should an employee's employment terminate prior to his/her completing one (1) year of service, he/she shall not be entitled to payment for any such vacation days.

Length of service, for purposes of vacation, will be determined by total service with the same Employer in any building covered under this Agreement, provided there is no break in service as defined in Article 17, Section 17.2.

SECTION 7.2. For the purpose of this Article, one (1) day's vacation pay for an employee shall be equal to the compensation the employee receives when the employee works his or her normally scheduled workday and one (1) week's vacation pay for an employee shall be equal to the compensation the employee receives when the employee works his or her normally scheduled work week. Each employee shall be paid each week's vacation pay by separate check or shall have taxes computed at their regular weekly rate of pay.

SECTION 7.3. Any employee whose employment is voluntarily or involuntarily terminated, including termination by reason of death on or after January 1st of any year, is entitled to receive all unused vacation that was accrued in the prior year for use that calendar year, unless the employee is discharged for just cause or has been paid beyond the normal sick leave period. In order to receive pay for such unused vacation, an employee who voluntarily leaves employment must give the Employer at least two (2) weeks' notice of his departure. An employee whose employment is terminated because of a layoff will also receive pro rata vacation pay calculated on the basis of one-twelfth (1/12) for each month of service completed since the prior January 1st, such vacation representing an accrual that would have been taken in the following calendar year.

SECTION 7.4. Whenever an eligible employee is scheduled to take vacation, the Employer shall pay the full vacation pay to the employee no later than the employee's last scheduled day of work prior to the beginning of the employee's vacation. Further, should an eligible employee have his employment terminated, the Employer shall pay the employee such vacation time at termination of employment.

SECTION 7.5. So far as practicable, the selection and preference as to the time of taking vacation shall be granted to employees on the basis of seniority. It is understood, however, that vacations must be arranged to suit the Employer's convenience and schedules and the final determination in this regard shall be left to the Employer. Employees may take up to five (5) vacation days in prescheduled single day increments each year. The Employer shall not unreasonably deny an employee's request to take vacation. The vacation period shall commence January 1st and extend through to the following December 31st, after eligibility has been reached.

SECTION 7.6. Vacation rights of employees shall not be affected by a change of ownership or management in the building or cleaning contractor so long as the employees remain in the employ of the new owner or successor cleaning contractor, and the new owner or successor cleaning contractor shall thereupon be responsible for the payment of same.

ARTICLE 8 CONVERSION AND SEVERANCE PAY

SECTION 8.1. If an Employer converts one or more elevators in his building to operator-less elevators and as a direct result of such conversion, the job or jobs of one or more regular

elevator operators are eliminated, the Employer of the building at the time of such conversion shall pay to such elevator operator whose job is to be eliminated, provided such employee has been employed in the building (without regard to changes in the ownership or management of the building) for a minimum of five (5) consecutive years, conversion pay as follows:

SECTION 8.2.

(a) 5 year's service but less than 10 years	\$300.00
10 year's service but less than 15 years	\$400.00
15 year's service but less than 20 years	\$500.00
20 year's service but less than 25 years	\$600.00
25 year's service or over	\$700.00

(b) A fractional part of a year's service in excess of six (6) months shall be counted as a full year.

(c) Each elevator operator whose job is to be eliminated by the conversion to operator-less elevators shall be entitled to at least thirty (30) days notice prior to the date of his termination. To be entitled to conversion pay, the employee must work in the building until such termination date. However, absence on such termination date due to illness or accident shall not deprive an otherwise eligible employee of his conversion pay, if the employee has worked a minimum of three (3) days in the building during the sixty (60) day period before such termination date.

Conversion pay need not be paid by Employer if an employee dies before such termination date.

(d) By agreement among the individual Employer, the elevator operator and the Union, conversion pay may be waived in whole or in part in consideration of other employment in the building or with the agency which manages the building, or for any reason mutually satisfactory to such parties.

SECTION 8.3. If an employee, other than an elevator operator, is replaced by automation, he shall receive severance pay in accordance with paragraph 1 (a) of this Article VIII; provided, however, by agreement among the individual Employer, the employee and the Union, severance pay may be waived in whole or in part in, consideration of other employment in the building or with the agency which manages the building, or for any other reason mutually satisfactory to such parties.

SECTION 8.4. If an employee with at least one (1) year of continuous service with an Employer is terminated (except for cause), or is laid off permanently or temporarily, and is not entitled to the benefits of paragraphs 1 or 2 above, the employee shall be given two (2) weeks' notice or, in lieu of such notice, two (2) weeks' pay. If such employee is given less than two (2) weeks' notice, the employee will be entitled to receive the difference in pay.

SECTION 8.5. In the event of a layoff, it is agreed that if the Union chooses to contest same, the Union and the Employer may present their respective positions to the arbitrator, without prejudice, on an individual case basis. In such a situation, the arbitration shall be expedited, with or without resort to the Grievance Procedure, at the Union's option.

ARTICLE 9 FUNERAL LEAVE

SECTION 9.1. In the case of a death in the immediate family (namely the death of a parent, spouse, child, grandchild, brother, sister, step-parent or parent-in-law or grandparent) of an employee, requiring the employee's absence from the employee's regularly scheduled assignment, the employee shall be permitted to take a leave of absence of three (3) consecutive working days within fourteen (14) calendar days following the date of death. Under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary.

In the case of the death of a domestic partner of an employee, the employee shall be permitted to take leave of absence of one (1) working day within fourteen (14) calendar days following the date of death, so long as the employee provides prior notice to the Employer of the identity of the domestic partner. The Employer shall provide forms to the employees allowing them to identify their domestic partner.

SECTION 9.2. Any employee who is entitled to funeral leave in accordance with Sections 1 above shall be permitted to take up to five (5) days of his or her accrued vacation in conjunction therewith.

SECTION 9.3. An employee shall be entitled to take an unpaid leave of absence of one (1) day to attend the funeral of a stepbrother, stepsister, niece, nephew, aunt or uncle.

ARTICLE 10 JURY DUTY PAY

When an employee is required to serve as a juror, Employer will pay to the employee the difference between his regular straight time pay and his jury duty pay. To qualify for such jury duty pay, the employee must notify Employer as soon as he receives notice and cooperate in securing an excuse from jury duty when his services are required by Employer.

ARTICLE 11 UNIFORMS

When the Employer requires uniforms, the Employer will provide a minimum of two (2) sets of uniforms or clothing it requires the employees to wear. Thereafter the Employer will maintain said clothing. Employees will be responsible for routine washing of clothing. Appropriate accessories such as shoes, socks, shirts, etc. will be both provided and maintained by the employee except where these items are required by the Employer as part of an Employer furnished uniform.

ARTICLE 12 TEMPERATURE WORKING CONDITIONS

SECTION 12.1. The Employer will use its best efforts to attempt to maintain reasonably comfortable working temperatures for all employees in the building in which the employee works. Should an employee become ill as a direct result of extreme temperatures in a building, as supported by a medical certification, the employee shall not be disciplined for resulting time absent.

SECTION 12.2. The Employer shall immediately notify employees whenever law enforcement or civil defense authorities

require that the building in which they are working be evacuated. In such case the employees shall receive pay for all regular straight time hours lost.

SECTION 12.3. In the event the working temperatures in a building are outside the range of "reasonably comfortable" as contemplated by Section 12.1 of this Article 12, the Employer will have an affirmative obligation to attempt to restore such "reasonably comfortable working temperatures".

ARTICLE 13 HEALTH AND WELFARE PLAN

SECTION 13.1. Each Employer shall contribute to the Service Employees International Union Local 36 Health and Welfare Plan (hereinafter referred to as the "Welfare Plan") for all employees who work in Covered Employment. Covered Employment means any work performed for an Employer who has a Collective Bargaining Agreement with the Union which requires contributions to be made to the Welfare Plan. The contributions shall be determined and made in the following manner:

(a) For the purpose of determining the contribution amount, there shall be three (3) categories of employees and the contribution category for a given employee for a given month shall be based on hours paid for in the preceding calendar month. The three categories are as follows:

(i) Employees who work weekends only shall be referred to as "Weekend Employees." Work shall mean actual work, not scheduled work.

(ii) Employees who are not Weekend Employees, but who are paid for less than seventy (70) hours in a given calendar

month, shall be referred to as "Less Than 70 Hour Monthly Employees."

(iii) Employees who are paid for seventy (70) or more hours in a given calendar month shall be referred to as "Regular Employees."

(b) The contribution amount for each category of employees shall be as follows:

(i) For Weekend Employees – Eighty-Nine Dollars (\$89.00) per month.

(ii) For Less Than 70 Hour Monthly Employees – Two Dollars and Twenty-Three Cents (\$2.23) per hour paid per month.

(iii) For Regular Employees – Three Hundred Sixty-Five (\$365.00) Dollars per month for the period May 1, 2003 to June 1, 2003. Effective June 1, 2003, the monthly contribution to the Welfare Fund for regular full time employees shall be increased from \$365.00 to \$425.00 per month. Effective December 1, 2003, the monthly contribution to the Welfare Fund for regular full time employees shall be increased from \$425.00 to \$525.00. Effective December 1, 2004, the monthly contribution to the Welfare Fund for regular full time employees shall be increased from \$525.00 to \$595.00. Effective December 1, 2005, the monthly contribution to the Welfare Fund for regular full time employees shall be increased from \$595.00 to \$665.00. Effective December 1, 2006, the monthly contribution to the Welfare Fund for regular full time employees shall be increased from \$665.00 to \$735.00. In addition, in lieu of all sick leave benefits, an Employer shall contribute to the Welfare Plan one-twelfth (1/12) of the weekly pay of all regular employees per month.

(c) A contribution shall be paid for each employee in ac-

cordance with the categories and amounts set forth above beginning with the third month in which such employee has been in Covered Employment.

(d) In the event a health insurance program is mandated by the Federal government or applicable state or local government which requires changes in the benefits provided by the Welfare Fund or in the manner of their funding, the parties shall promptly negotiate with respect to any modifications of this Agreement that may be necessitated. In the event that they are unable to reach an agreement, the unresolved issues shall be presented to John Skonier, or such other arbitrator upon whom the parties may agree, for final and binding determination.

(e) Contributions for a given month shall be paid to the Welfare Plan no later than the fifteenth (15th) day of that month and shall be accompanied by a report containing such information as the Trustees of the Welfare Plan may request, including, but not limited to, the names of employees, dates of hire, categories of employees, and hours paid or worked.

(f) Contributions to the Welfare Plan will cease beginning with the month following the month in which an employee for whom contributions were being made first performs no work in Covered Employment; provided, however, in the case of an employee who receives Weekly Income Benefits from the Welfare Plan, such employee shall be deemed to be in Covered Employment throughout the first eight (8) weeks for which he receives such a benefit and, therefore, contributions shall continue to be payable for such employee up to and including the month in which the day which is eight (8) weeks from the day such employee first commenced to receive Weekly Income Benefits occurs (the month in which such employee ceases to receive weekly income benefits, if he receives Weekly Income Benefits for less than eight (8)

weeks), with the contribution rate payable as to such employee to remain at the rate payable as to him for the month in which he first commenced to receive Weekly Income Benefits.

(g) Contributions for any employee who has previously had contributions made on his/her behalf shall resume with the first month in which the employee resumes work in covered employment, prior to suffering a break in seniority under this Agreement.

SECTION 13.2. Each Employer adopts the provisions of, and agrees to comply with and be bound by, the Trust Agreement establishing the Service Employees International Union Local 36 Health and Welfare Plan and all amendments thereto, and also hereby irrevocably designates as his representatives the Trustees named as Employer Trustees in said Trust 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 13.3. The Trustees of the Welfare Fund shall consider assessing an administrative fee on non-members of BOLR for the privilege of being a contributing employer per a side letter into which the parties shall enter.

ARTICLE 14 PENSION PLAN

SECTION 14.1. Each Employer agrees to continue to contribute the sum of Sixty (\$.60) Cents per hour, for each hour worked (not in excess of forty (40) hours per week) by each employee who has been continuously in its employ for at least

ninety (90) days to the Service Employees International Union Local 36 Pension Fund. Effective September 1, 2003, the contribution to the Pension Fund for eligible employees shall be increased from \$.60 to \$.65 per hour. Effective December 1, 2005, the contribution to the Pension Fund for eligible employees shall be increased from \$.65 to \$.75 per hour. Effective December 1, 2006, the contribution to the Pension Fund for eligible employees shall be increased from \$.75 to \$.85 per hour. For the purpose of contributions hereunder, paid vacations and holidays shall be treated as hours worked.

SECTION 14.2. Neither the Corporation or the Employers covered by this Agreement nor the Trustees of the Pension and Welfare Trust Funds will raise any objection to having an Employer or Employers not represented by the Corporation become a party and contributor to the Pension and Welfare Funds; provided, however, that such other Employer or Employers hereinbefore referred to and described shall have a labor agreement with the Union obligating the said Employer or Employers to contribute into the Pension and Welfare Funds no less than the sums required in accordance with Articles 13 and 14 of this Agreement.

SECTION 14.3. The Employer shall forward to the administrator of the Fund, together with all contributions in each month, a report setting forth the names of the employees, the number of hours worked and/or contributed for.

All remittances by an Employer to the Fund shall be no later than the fifteenth (15th) day of the month for all moneys due for the prior or preceding month.

With each report to the Fund, the Employer shall give the names and starting dates of new employees and termination dates of old employees.

Contributions for any employee who has previously had contributions made on his/her behalf shall resume with the first hour in which the employee resumes work in Covered Employment, prior to suffering a break in seniority under this "Agreement."

SECTION 14.4. Each Employer adopts the provisions of, and agrees to comply with and be bound by, the Trust Agreement establishing the said Service Employees International Union Local 36 Pension Fund, and all amendments thereto, and also hereby irrevocably designates as his representatives the Trustees named as Employer Trustees in said Trust 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 14.5. The Union and the Corporation hereby amend the Agreement and Declaration of Trust dated October 6, 1959, establishing the Service Employees International Union Local #36 Pension Plan, to provide that, for the period May 2, 2003 to October 15, 2003, the Trustees of said Pension Plan shall not take any action, shall not increase Plan benefits or change any provisions of said Pension Plan which would result in the unfunded vested benefits of said Pension Plan, within the meaning of ERISA, as amended, being greater than zero at any time. Notwithstanding the foregoing, the Union and the Corporation agree that if the market value of Pension Plan assets exceeds the single sum value of the Plan's accrued vested benefits, such excess shall be utilized to provide additional plan benefits, including benefits for retirees, so long as such additional benefits can be implemented on an actuarially sound basis and do not result in the Pension Plan having any unfunded vested liability.

ARTICLE 15

FAILURE TO REMIT DUES OR TRANSMIT WELFARE AND PENSION CONTRIBUTIONS

Upon admission by the Employer, or upon a decision or award in any step of the Grievance Procedure set forth in Article 21 hereof, that the Employer has failed within the time prescribed in Article 11 hereof to remit to the Union all sums deducted from employees as monthly dues, assessments or initiation fees within the time prescribed in Article 11 hereof, or has failed within the times prescribed in Articles 13, 14 or 33 of this Agreement to transmit to the Trustees of the Health and Welfare Fund and/or the Pension Fund and/or Prepaid Legal Services Fund, respectively, the contributions to such Funds, and after persistence of any such delinquency for a period of thirty (30) days following written notice of the delinquency given by the Union and/or the Trustees of the said Funds, as the case may be, to the Employer and the Corporation by certified mail, return receipt requested, the Union may, notwithstanding the No Strike provisions in this Agreement, strike the Employer, in the particular Building involved, to enforce such payments without regard to the No Strike clause, should the Union so choose. In addition, any Employer who continues to be delinquent after the aforesaid thirty (30) days notice by certified mail, return receipt requested, in making the required contributions to the Health and Welfare Fund and/or the Pension Fund and/or the Prepaid Legal Services Fund, may be required to pay, by the Trustees of the respectively involved Fund, in addition to the actual delinquent amount, ten percent (10%) of the amount which the Employer should have transmitted, as liquidated damages; the Trustees to have the power to increase the aforesaid ten percent (10%) in their sole discretion, in the future, should same be warranted.

ARTICLE 16
INDUSTRY PROMOTIONAL FUND

SECTION 16.1. Each Employer agrees to contribute the sum of one and one-half cents (\$.015) per hour for each hour worked (not in excess of forty (40) hours per week) by each employee who has been continuously in its employ for at least thirty (30) days to the Industry Promotional Fund created by the Corporation. For this purpose paid vacations and holidays shall be treated as hours worked.

In order to be able to utilize the "grievance committee" as provided for in Article 21, Section 21.1, Step 3 of this Agreement and derive the benefit of this Agreement, each non-member of BOLR must contribute the sum of Five (\$.05) Cents per hour for each hour worked (not in excess of forty (40) hours per week) by each employee who has been continuously in its employ for at least thirty (30) days to the Industry Promotional Fund created by BOLR. BOLR shall notify the Union whenever non-members agree to make such contributions to the Industry Promotional Fund.

SECTION 16.2. The forms submitted by the Union to Employers in connection with the Local 36 Pension Fund shall include within same a column for remittances to the administrator of the said Funds of the contributions to the Industry Promotional Fund, and the contributions so remitted prior to the 15th of each month for all moneys due for the preceding month shall upon their receipt, in turn be transmitted by the Funds Administrator to the Corporation no later than the end of the month of receipt, together with a copy of the reporting form submitted by the Employer setting forth the matters hereinbefore provided for with regard to the other Funds payable hereunder.

SECTION 16.3. No part of the said Industry Promotional Fund and no part of the contributions shall be used for advertising, propaganda or other anti-union activities opposed to the interests of the Union.

SECTION 16.4. It is expressly understood that said contribution to the Industry Promotional Fund is not intended to be, and is not, a contribution to the employees, and no employee or Employer shall have any proprietary interest in said Fund.

SECTION 16.5. It is further expressly understood and agreed that said Industry Promotional Fund shall be applied, among other purposes, but not by way of limitation thereto, in payment of the operating costs of the Corporation, including, but not limited to, the expenses of conducting public relations, attorney's fees, public education as applied to the industry endeavoring to establish good public relations between the building operations industry and the general public, Employer's cost of its representatives in the administration of various funds and committees as set forth in this Agreement, and any comparable undertakings engaged in from time to time by said Employers and/or the Corporation hereunder.

ARTICLE 17 SENIORITY

SECTION 17.1. The term seniority shall mean the length of continuous service of an employee in a particular building, regardless of employer. An employee's seniority rights shall not be adversely affected by a change of ownership or management of the building or successor contractors so long as the said employee remains in the employ of the new owners, managers or successor contractor. Employees who are incumbent in a build-

ing when such a change occurs, shall not be considered to be probationary employees pursuant to Article 1, Section 1.2 or Article 18, Section 18.1 of this Agreement. It is understood that the length of continuous service in a particular classification shall be controlling for the purposes of layoff and recall as provided in Section 17.3 below, but that for all other purposes, as used in this Agreement, seniority shall mean length of continuous service in a particular building and/or with a particular Employer and/or agent.

SECTION 17.2. Seniority shall be lost by an employee for any of the following reasons:

- (a) Quit;
- (b) Discharge for just cause;
- (c) Layoff for one (1) year or more;

(d) Failure to return to work within five (5) working days after notice of recall sent by certified mail, return receipt requested, or telegram to the employee's last address on record with the Employer;

(e) Failure to report to work after three (3) working days' absence without notifying the Employer during the interim of acceptable reasons for the absence; provided the employee is physically able to notify the Employer. If the reason for such absence is illness or disability, a medical certification must be provided to the Employer.

(f) Continuous illness or disability for a period of time in excess of one (1) year; and in excess of two (2) years for all work related injuries or illnesses. Upon the return of an employee who has been ill for a protracted period within the one year period, and prior to returning to actual work, the Employer shall:

have the right to require a medical examination of the employee to determine whether or not the employee may safely and healthfully return to work. In the event that a dispute arises between the employee's doctor and the Employer's doctor, then the matter shall be submitted to the Grievance and Arbitration Procedure provided in Article 21.

For a period of six (6) months following a break in service, under this Article 17, Section 17.2(f) an employee who is able to return to work shall have a priority right to be hired as a new employee.

(g) Layoff in excess of two (2) years where the direct cause of the layoff and its continuation is the renovation, remodeling or reconstruction of facilities in the building.

SECTION 17.3. When it becomes necessary to reduce the working force, the last person who enters any classification shall be the first laid off in that classification, and if the working force thereafter is increased, the employees shall be recalled in their classification in the reverse order in which they were laid off, provided such employee or employees retained in the layoff or recalled after the layoff have the requisite skill and ability to perform the remaining work. It is, nevertheless, understood and agreed that where the Employer decides that the skill and ability of the junior employee is far superior to the skill and ability of the senior employee within the classification involved, the Employer shall have the right to retain or recall such junior employee. Employer agrees that its decision in this regard will not be arbitrary and that its decision will be subject to the Grievance and Arbitration Procedures herein. For the classifications of mechanics and maintenance workers and licensed engineers and operating engineers, seniority shall be the determining factor for

layoffs and recalls, provided that the senior employee has the necessary technical expertise to perform the remaining work.

An employee who is laid off by reason of his/her classification seniority as provided above, shall be entitled to displace the most junior employee (by building seniority) in another classification the laid-off employee previously held, assuming such junior employee has less building seniority than the laid-off employee. Whenever an employee's classification changes, the Employer shall give prompt written notice to the Union of the change and its effective date.

SECTION 17.4. Seniority shall not commence to accumulate until after an employee has been employed for ninety (90) days and then shall revert back to date of hire.

SECTION 17.5. Should an employee request a change from night shift work to day shift work, or from day shift work to night shift work, preference for such assignments shall be made on the basis of seniority when such work becomes available. An employee who changes shifts, in accordance with this section, shall not be entitled to voluntarily change shifts again for a period of six (6) months, unless otherwise agreed. The Employer shall not arbitrarily compel an employee to change from day shift to night shift, or from night shift to day shift.

SECTION 17.6. Union Stewards shall have super seniority for purposes of layoff and recall under Section 17.3 of this Article 17, provided they have the requisite skill and ability to perform the remaining work. No more than one Union Steward in any one building shall be entitled to same.

SECTION 17.7. An Employer, in exercising his right to transfer employees between buildings, shall do so, initially, only with

the consent of the employee or employees involved. Should the employee object to such transfer, then the Employer shall; nevertheless, have the right to make such transfers on the basis of seniority, the least senior employee in any classification to be the first transferred, subject to the employee's possessing the skill and ability to do the work. An employee who transfers between buildings as provided above, whether voluntarily or involuntarily, shall retain prior service credit for vacation purposes.

SECTION 17.8. The Employer will accept written notifications from employees who are interested in being considered for vacancies in the foreperson classification. Such persons shall be considered for vacancies that become available only in the building where they are employed, before hiring from the outside, it being understood that the Employer has the sole discretion in determining who is to fill this position.

SECTION 17.9.

(a) Any employee who is on layoff from a particular building, and who retains recall rights in accordance with Article 17 of the Collective Bargaining Agreement, shall be utilized to perform "fill-in" duties in that building before other "fill-in" employees are utilized, even if those other employees have been in the "fill-in" pool for a longer period ("Fill-in Seniority"). Employees who are laid off from a particular building shall carry that building service into the fill in pool, which shall then be considered as part of their service for purposes of fill-in seniority.

(b) Fill-in employees may not be utilized to fill a permanent vacancy, except for a reasonable period, which shall not exceed thirty (30) days, after which a permanent employee shall fill the vacancy. All permanent vacancies must be filled within thirty (30) days. The Employer shall furnish the Union on a monthly basis a

list of all permanent and fill-in employees whose employment has ended for whatever reason, the building in which the employee was working and the date the employee's employment ended.

(c) An Employer shall utilize all fill-in employees who have been to perform fill-in assignments in any building covered by this Agreement in which it is performing work, before utilizing supplemental employees. It shall be the responsibility of laid off employees to contact the Employer monthly and advise it of their availability for fill-in assignments.

(d) The Employer may hire supplemental employees who shall receive the starting rate set forth in Article 5, Section 5.6, as adjusted from time to time by increases in the applicable minimum rate set forth in Article 5, Section 5.3. Such supplemental employees shall be treated as probationary employees for purposes of Article 18, Section 18.1 of this Agreement until they have worked more than ninety (90) days, at which point they shall be covered by Article 18, Section 18.1, and shall not be entitled to receive any benefits under this Agreement, other than Holidays listed in Article 6, Section 6.1, subject to the employees' compliance with Article 6, Section 6.3, and no contributions shall be made on their behalf to any fund hereunder. The following conditions shall apply with respect to the use of supplemental employees:

(i) All fill-in employees must be afforded an opportunity to fill temporary vacancies before a supplemental employee is used.

(ii) Each Employer that utilizes fill-in employees shall establish a seniority list of such employees based upon their continuous service in the bargaining unit, which list will be submitted to the Union monthly. Layoffs of fill-in employees shall be in reverse order of their continuous service in the bargaining unit.

(iii) Fill-in employees are to be offered the opportunity to become permanent employees where such vacancies arise in buildings other than one in which they retain recall rights, in order of their bargaining unit service. Only after all fill-in employees have been offered an opportunity to become permanent employees may supplemental employees be offered such positions. Supplemental employees must be offered such positions, in order of their length of service with the Employer; before a new hire is utilized.

(iv) After a fill-in employee's recall rights under Section 17.2(c) of this Article 17 expire, the employee will be retained in the fill-in pool.

(v) Each Employer will furnish the Union monthly with a list of supplemental employees hired during the preceding month, including the address and date of hire of each. The parties have agreed to establish a committee that shall attempt to formulate procedures requiring each employer to furnish the Union a list of hours worked by supplemental and fill-in employees, and locations where these hours are worked.

(vi) Employees who have worked on at least ninety (90) days for an Employer as a fill-in or supplemental employee immediately prior to becoming a permanent employee, shall not be required to serve a probationary period under Article 1, Section 1.2 upon becoming a regular employee.

(vii) The Employer shall check off monthly dues on behalf of supplemental employees, in accordance with Article 2.

(e) An employee who is unable to work because of having a paid position with the Union will be granted a leave of absence for a maximum of twelve (12) months. If the leave of absence

ends within that period, the employee shall have a right of return to the position he/she occupied at the time the leave began. After such twelve month period, the employee will have only preferential hiring rights for a bargaining unit opening that arises in the building at which he/she had been employed and for which he/she is qualified.

The Union will provide the Employer with two (2) weeks notice of the request for an employee's leave of absence. In addition, the Union will provide the Employer with the dates of the leave of absence. The leave of absence may be shortened and the employee returned to work pursuant to the above provided the Union gives the Employer two (2) weeks notice of the new return date. No more than one employee per building shall be granted a leave of absence at the same time.

ARTICLE 18 DISCHARGE AND DISCIPLINE

SECTION 18.1. No employee shall be discharged or disciplined except for just cause; provided, however, that the Employer shall have the right to discharge or discipline for any reason any new employee during the first ninety (90) days of employment. Copies of all disciplinary notices will be given to the Union Steward.

SECTION 18.2.

(a) The following disciplinary schedule is mandatory prior to discharge for absenteeism:

1. Two (2) absences without proper reason within a twelve (12) month period - Written Warning;
2. Four (4) absences without proper reason within a twelve (12) month period - Second Written Warning;

3. Five (5) absences without proper reason within a twelve month period - Final Written Warning;
4. Six (6) absences without proper reason within a twelve (12) month period - Discharge.

(b) The term "proper reason" for the purposes of this Article shall be limited to:

1. Absences authorized pursuant to the terms of this Collective Bargaining Agreement, e.g. funeral leave, vacation, personal days, etc.
2. Absences approved by the Employer, e.g. leaves of absences.
3. Absences for which a physician and/or hospital record is provided.
4. Absences mandated or permitted by law, e.g. military service, witness subpoena, family or medical leave, etc.
5. Verifiable family emergency, e.g. fire, flood, etc.
6. Inability to report to work due to verifiable closing of road and/or public transportation for snow conditions.

(c) Where verification is required to support "proper reason" it shall be the responsibility of the employee to procure the verification at his/her expense and provide it to the Employer.

(d) Absence without "proper reason" on a Monday or Friday or on the employee's last scheduled workday before or the first scheduled workday after a holiday shall be considered an absence of 1.5 days.

(e) An employee will be subject to discharge after progressive discipline in the event he/she establishes a pattern of absence.

SECTION 18.3. Any warning notices entered into an employee's personnel file shall not be considered for purposing of assessing discipline after a one (1) year period, provided the

employee has not committed a similar offense within the one year period following the warning notice.

SECTION 18.4. Any employee who is discharged shall, upon written request of the employee, be furnished in writing the reasons for such discharge within five (5) working days after the date of request.

SECTION 18.5. Discipline shall be assessed against an employee in a timely fashion.

SECTION 18.6. Before imposing any discipline, the Employer, at the employee's request, shall first notify the employee's Union Steward and shall allow the Union Steward to be present when the discipline is issued, if feasible.

ARTICLE 19 UNION ACTIVITIES IN BUILDINGS

SECTION 19.1. The Employer shall permit the posting of Union bulletins in janitorial quarters and maintenance quarters and shall permit Union Stewards reasonable freedom to perform their duties during working hours.

SECTION 19.2. Duly accredited representatives of the Union may enter a building in which employees are employed during working hours to observe working conditions and to confer with the employees under circumstances that are not disruptive of working schedules. In exercising this right, the Union representative must (i) give notice to the building's management before arriving of the time of the intended visit, and (ii) comply with all security procedures in the building. Failure to comply with these requirements may result in the representative being denied access to the employees at that time or being denied access to the building.

Union Representatives shall be permitted to hold a meeting of bargaining unit employees working in a particular building before or after the employees' shift or at their break. Such meeting may be conducted at such building in a reasonable location designated by the building, provided the Union has given notice of such meeting to the building at the earliest time practicable under the circumstances, and the meeting is limited to the employees of that building.

SECTION 19.3. The Union shall designate, by written notification to the appropriate Employer, a Union Steward for each location where employees represented by the Union work. The Employer agrees to recognize the Union Stewards who are designated by the Union. The Employer and the Union Steward will cooperate in enforcing this Agreement. The Union and the Employer agree that courtesy in day-to-day communications between employees, Union representatives, Union Stewards, supervisors and managers of the Employer should always be present in their relationship. The Union and the Employer agree that the employees, supervisors and managers should treat each other with dignity and respect and that the Employer shall recognize the Union's properly designated Shop Steward as the voice of the Union at the worksite.

SECTION 19.4. Upon request, an employee shall be entitled to Union representation:

- (a) Throughout the grievance procedure;
- (b) During any meeting in which allegations are to be made which the employee reasonably believes could lead to discipline; or
- (c) During any meeting held for the purpose of imposing discipline.

A Union Steward in the employee's building shall be permitted necessary time off to provide this representation without loss of pay, whenever these meetings occur within the employee's building.

ARTICLE 20 SPLIT SHIFTS AND ASSIGNMENTS

Except during daylight hours or in an emergency or if an employee was originally hired for split shifts or split assignments or originally hired for such work in two or more buildings, an employee who objects to split shifts or split assignments does not have to work such split shifts or split assignments.

ARTICLE 21 GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 21.1. Should differences arise between the Union and the Employer as to the meaning and application of any term or provision of this Agreement, an earnest effort shall be made to settle such differences as promptly as possible by the utilization of the Grievance Procedure. No grievance shall be considered unless it is processed in accordance with the procedures herein set forth.

Step 1: There shall be a discussion between the supervisor, the aggrieved employee(s), and the Union Steward within five (5) working days of the occurrence of the incident giving rise to the grievance. Should the matter not be resolved in this meeting, a grievance shall be filed no later than ten (10) working days after the Employer's decision in this initial meeting.

Step 2: The Union Business Agent shall meet with Employer representatives within ten (10) working days of the receipt of a written grievance in an attempt to resolve the matter.

Step 3: If no satisfactory settlement or solution is reached within ten (10) working days after the matter is discussed between the Employer representative involved and the Union at Step 2, then the Union shall submit to the Employer and Corporation the grievance as memorialized on the Union's standard grievance form, and a grievance submission form detailing the grievant's name, the name of the Employer, the particular building where the grievance arose and in non-disciplinary cases, the provision of the Contract that the Union believes has been violated. In addition, the Union shall specify on the grievance submission form the reasons given for the discipline imposed or the incident giving rise to an allegation that a particular provision of this Agreement has been violated.

The grievance shall then be referred to a Grievance Committee which shall consist of two (2) representatives designated by the Corporation and two (2) representatives designated by the Union as Arbitrators. A grievance shall not be scheduled for a Grievance Committee meeting if the grievance form is incomplete. The Union shall have ten (10) days after receiving notice from BOLR of an incomplete grievance form within which to properly complete a revised form and forward it to BOLR. If a properly completed revised grievance form is not filed by the Union within this additional ten (10) day period, the grievance will be deemed to be untimely filed at the Second Step. The Grievance Committee shall be composed of Union staff members, advocates, or officers and BOLR Board members or officers, or those who are in line to become BOLR Board members or officers. The Grievance Committee shall meet no later than ten (10) working days after receipt of the written grievance and shall reach a decision no later than ten (10) working days after hearing the case. A decision by a majority of the Grievance Committee at this step of the Grievance Procedure shall be final and binding on the parties involved, and shall be regarded as an

Arbitrator's decision. The Grievance Committee Procedures shall be as agreed from time to time by the parties.

Step 4. Any grievance or dispute as above which cannot be adjusted by the representatives of the parties as aforesaid, may be submitted to an impartial arbitrator for decision; provided, however, that such arbitrator shall not have the power to alter this Agreement, or any of its terms, in any way. The submission to the impartial arbitrator in such an event shall be no later than thirty (30) working days after the failure to reach a decision in Step 2. The Corporation must be notified of such submission and shall notify the Employer involved, reserving the right to appear as well through its own counsel.

SECTION 21.2. The joint BOLR – Local 36 Grievance Committee shall be available to non-members of BOLR who adopt the BOLR-Local 36 collective bargaining agreement. Such non-members will be assessed a fee of \$500, payable to BOLR, for each grievance brought before the Committee in which they are involved.

SECTION 21.3. The arbitrator's decision shall be submitted in writing and shall be final and binding upon the parties. In case of a discharge, the arbitrator shall have the power to sustain the discharge or to order reinstatement of the employee, with or without pay for days lost. The fee of the arbitrator and the administrative charge of the American Arbitration Association shall be borne equally by both parties.

SECTION 21.4. No grievance shall be accepted or processed in this procedure later than ten (10) working days after its occurrence, except for incorrect payment of wages or fringes hereunder, of which the Union was unaware, or failure to abide by the Union security provisions hereof; in which cases the grievance must be presented no later than ten (10) working days after

the Union has knowledge of same. Any grievance not appealed to the next higher step of the Grievance Procedure or to Arbitration within the time limits specified shall be deemed to have been settled on the basis of the Employer's last answer. Failure of either party to meet the time limits of this Article shall automatically cause the grievance to be decided in favor of the other party.

SECTION 21.5. All time limits set forth in this Article may be extended upon mutual written agreement.

ARTICLE 22 GOVERNMENT CONTRACTS

Notwithstanding any other provisions of this Agreement, the wage rates, benefits and conditions of employment for services performed pursuant to contracts with any agency, department or division of the United States Government, or for services performed in any premises leased or rented by any such agency, department or division, shall be the wage rates, benefits and conditions of employment established by the Secretary of Labor. Said rates, benefits and conditions of employment shall apply only to the premises stated in this Article.

ARTICLE 23 SUBCONTRACTING

SECTION 23.1. For the purpose of preserving work and the job opportunities for the employees, the Employer agrees, except to the extent it is now doing so and except as to basement, ground, first and second floor commercial vacant space which previously has not been served by a member of the Union, not to contract out or subcontract, in whole or in part, any categories of work presently covered by this Agreement unless said contractor or subcontractor agrees in writing to assume the

Employer's obligations under this Agreement and further agrees to employ all of the employees who are performing the work.

SECTION 23.2. In the event that, during the term of this Agreement, the Employer and/or the Building owner(s) or Building Agent(s) terminates any Contractor(s) or Subcontractor(s), it is agreed that the categories of work, in whole or in part, covered by this Agreement, shall be performed either by the Employer and/or the Building Owner(s) or Building Agent(s) and/or by any Contractor(s) or Subcontractor(s) in accordance with the obligations set forth in this Agreement, which obligations shall include the agreement to employ the employees who are performing the work.

SECTION 23.3. Failure or refusal by the Employer(s) and/or by the Building Owner(s) and/or Building Agent(s) or by any Contractor and/or any Subcontractor to comply with the provisions of this Article 23 shall give the Union, at its option, in order to preserve the work, the right to require prompt arbitration of the dispute, which arbitration shall be final, binding and not appealable or, in lieu of arbitration, the Union shall have the right to take economic action to the extent permitted by applicable labor law.

SECTION 23.4. If an Owner and/or Agent subcontracts or contracts in the manner and to the extent that subcontracting or contracting out is herein provided for, the covered Building(s) and the Owner and/or Agent of the covered Building(s) shall continue to be bound by this Agreement during the term hereof.

SECTION 23.5. The Employer shall provide the Union with all notices of request for bids for the contracting of services covered by this Agreement, as well as a list of all contractors who attend bid meetings or submit a bid for this work.

SECTION 23.6. Contractors shall not seek a relationship with a tenant in a building in which the terms of this Agreement are applied whereby they seek to perform window cleaning, metal maintenance or carpet cleaning in such building directly for the tenant on a non-union basis.

ARTICLE 24 REDUCTION OF WORK FORCE

SECTION 24.1. There shall be no reduction in the work force except where there is:

- (a) A change, other than a minor one, in work specifications or work assignments which results in a reduction of work; or
- (b) Elimination of all or a substantial part of specified work; or
- (c) Substantial vacancies in building; or
- (d) Reconstruction of all or part of building; or
- (e) Introduction of technological advances; or
- (f) Change in the nature or type of occupancy.

SECTION 24.2. If a janitorial contractor or mechanical contractor performing work for the employer changes for any reason during the life of this Agreement, there shall be no reductions in staff for any of the enumerated reasons or for any other reason for a period of sixty (60) days.

SECTION 24.3. Should the Employer desire to reduce the work force, it shall give three (3) weeks' advance notice to the Association and Union, including in such notification the reasons

for the reduction. During the said three (3) week notice period, the Employer agrees to, meet with the Union representatives, at their request, to discuss the reasons for the work force reduction. At the conclusion of the three (3) week period, if the Union is not satisfied, the Employer may implement its decision and the Union may seek arbitration on an expedited basis without resort to the Grievance Procedure.

SECTION 24.4. In addition to the reasons provided above for reductions in force, the Employer shall have the right to reduce where, in those exceptional cases, it can demonstrate to a special committee consisting of the President of the Union or his designee, and the President of the Association or his designee, that an employee has idle time or is working at a slow pace and the building is therefore over staffed. In such an event, the Employer shall give the three (3) week notice required above, and the reason or reasons therefore. Should the special committee deadlock, the Employer may implement its decision and the Union may seek arbitration on an expedited basis without resort to the Grievance Procedure.

SECTION 24.5. Nothing in this Article shall preclude an Employer from effecting reductions in force, for any reason, in newly constructed buildings which have been occupied for less than one year.

ARTICLE 25 NO STRIKES OR LOCKOUTS

SECTION 25.1. Under no circumstances shall any strike, sympathy strike, stoppage of work, walkout, slowdown, sitdown, picketing, boycott, refusal to work or perform any part of duties, or other interference with or operation of the normal conduct

of any Employer's business be ordered, sanctioned, permitted or enforced by the Union, its officials, agents or Stewards, nor shall any lockout be ordered, sanctioned, permitted or enforced by Employer, its officials or agents.

SECTION 25.2. The prohibition against strikes in Section 25.1 of this Article shall not be applicable (a) under the circumstances set forth in Section 2.6 of Article 2 and failure of the Employer to comply therewith, or the failure of the Employer to comply with the provisions of Article 15 hereof, or the failure to comply with Section 23.3 of Article 23, provided such action is permitted by applicable labor law; or (b) for failure of an Employer, in accordance with Article 21 to appoint an arbitrator in the event of a dispute or to abide by an arbitrator's decision.

SECTION 25.3. No employee shall be required by an Employer or contractor to cross a primary picket line established in connection with a strike authorized by a local union of the S.E.I.U., other than the Union (Local 36), relating to a dispute originating outside of the area of the Union's geographic jurisdiction. No employee shall be disciplined or harassed for refusing to cross such a picket line. The Union shall provide the affected Employer and contractor with as much notice that such picketing will occur as is practicable under the circumstances.

ARTICLE 26 OTHER LEGAL ENTITIES

Any Employer bound by this Agreement or hereafter signatory to same, whether by assent or otherwise, shall continue to be so bound irrespective of whether the form of the entity of the Employer is hereafter changed. A change into proprietorship, partnership or Corporation by an Employer's existing proprietorship, partnership or Corporation shall not relieve the Em-

ployer of its obligations hereunder and shall be binding upon the successor entity, even though the form of the entity has changed.

ARTICLE 27 MOST FAVORED EMPLOYER

SECTION 27.1. The Union shall not enter into any contracts with any commercial office building in Center City Philadelphia having at least 50,000 square feet, that provides for wage rates, economic fringe benefits or any other terms and conditions that have an economic impact more favorable to any owner, manager or contractor than the provisions of this Agreement. Should the Union nevertheless do so, this Agreement shall be deemed automatically amended to incorporate such more favorable provision(s) effective as of the date such provision is effective under the other collective bargaining agreement. This clause shall not apply to contracts entered into before May 1, 2003, even if the terms of any such contract extend beyond that date. The President of the Union and the President of BOLR may agree to waive this clause for good cause.

SECTION 27.2. The Union agrees to file with the Corporation a copy of each collective bargaining agreement it enters into with respect to a commercial office building of 50,000 square feet or more in Center City Philadelphia within thirty (30) days following the execution of such agreement.

SECTION 27.3. This Article shall not be deemed to apply to any contracts containing a phase-in schedule for wages and benefits, as described below.

SECTION 27.4. For any building or contractor not presently covered by this Agreement, the Union may, in its discretion,

agree to phase-in a schedule for wages and benefits set forth in this Agreement for that particular building, provided that the phase-in schedule represents a reasonable progression of wage and benefit increases over the term of the phase-in agreement (not to exceed 4 years) and requires that the employer pay the full wages and benefits provided for in this Agreement by the end of the agreement for the new building. Provided further, no Employer shall pay less than the full rate at any time for contributions to any pension or welfare benefit fund hereunder. This phase-in provision shall not be applicable to any newly constructed buildings or substantially renovated buildings that were previously organized.

ARTICLE 28 CHANGE OF OWNERSHIP

In the event an Owner or Operator, on whose behalf this Agreement is executed, sells or transfers any building covered by this Agreement, the Owner or Operator shall give the Union notice of same, promptly and immediately, including the name of the transferor. The Owner or Operator will, further, give notice to the purchaser or transferee of the existence of this Agreement. The Corporation will use its best efforts to notify the Union whether the new Owner or Operator becomes a member of the Association, in which event all provisions hereof shall apply to the new Owner or Operator.

ARTICLE 29 INSPECTION OF RECORDS

The Union shall have the right, after reasonable notice to the Employer, to inspect and audit, at the Employer's premises where such records are customarily maintained, all payroll records relating to the terms and conditions of this Agreement; provided

that such inspection shall not cover a period of more than three (3) years prior to the inspection. Should such inspection and audit disclose that an Employer has failed to make the required payments to any of the Funds covered by this Agreement, the Trustees of the said Funds may, by the enactment of rules governing same, have the power to assess the inspection/audit costs against delinquent Employers.

ARTICLE 30 SAFETY

SECTION 30.1. The Employer agrees to abide by all safety regulations of all political subdivisions wherein an employee performs his or her work.

SECTION 30.2. The Employer agrees to supply training and protective equipment to employees who are required to handle infectious materials. Training must cover how employees are exposed to these materials at work, safe work practices, and what to do in case of an exposure.

SECTION 30.3. Where the Employer intends to furnish Personal Protective Equipment ("PPE") and training to its employees for the safe use of chemicals, supplies and equipment, the Employer shall provide prior notice to the Union and shall discuss such intention with the Union upon request; such discussions shall take place promptly so as not to delay unreasonably the introduction of such equipment. Once introduced, it shall be the responsibility of all affected employees to use such PPE and work in a safe manner. Failure to wear PPE issued by the Employer shall subject the employee to progressive discipline appropriate under the circumstances, which shall include the flagrance of the employee's non-compliance.

SECTION 30.4. The Employer agrees to train employees, and periodically review with them, the evacuation plan or emergency plan for the building in which they work. In case of an emergency in the building, the Employer shall notify all employees, and employees will follow the approved evacuation plan for the building without loss of pay.

SECTION 30.5. Whenever a building is notified of a threat of a bomb, biological, chemical, fire, terrorist or other similar threat, employees shall not be required to perform searches outside of their assigned areas. Management representatives will also participate in the search process, as will tenants in appropriate circumstances.

SECTION 30.6. Employees who are required to come in contact with blood, blood borne pathogens, or other hazardous materials as defined by applicable federal or state statutes or regulations, shall receive proper training in the handling and disposal of these materials. Until such time as the employees receive such proper training and any necessary protective equipment, the employees shall not be required to perform such work, and such failure shall not be considered cause for discharge or discipline.

ARTICLE 31 SEPARABILITY

Should any provision of this Agreement be held or declared to be illegal or of no legal effect by a Court of Law, then said provision shall be deemed null and void without affecting any other provision of this Agreement. Nothing in this Article shall prevent either party from appealing any such legal question involved to a Court of Last Resort.

ARTICLE 32 HOURS

The work week of all No. 1 classification employees, except as below, shall be a minimum of six (6) hours per day, five (5) days per week. The work week of all other classifications of employees listed in Article I Recognition, Section 1, except as set forth below, shall be eight (8) hours per day, five (5) days per week. This Section shall not apply to weekend employees.

Categories of employees who were working in the industry at lesser hours, as of October 1, 1981, may continue to be employed at lesser hours than set forth above.

The parties agree that the minimum hours set forth above constitute the accepted Industry Standard.

ARTICLE 33 PREPAID LEGAL SERVICES FUND

SECTION 33.1. Each Employer agrees to contribute the sum of Five (\$.05) Cents per hour worked, not in excess of forty (40) hours per week, for each non-probationary employee employed, to the "Local 36 Legal Services Fund," as set forth in the Legal Services Plan enumerating the services to be provided to said Local 36 Legal Service Fund by the law firm of Spear, Wilderman, Borish, Endy, Spear and Runckel. Effective December 1, 2004, the contribution shall be increased by \$.02 to Seven (\$.07) Cents per hour.

The said contribution shall be paid on or before the fifteenth (15th) day of each month for hours worked in the prior month.

SECTION 33.2. Each Employer adopts the provisions of, and agrees to comply with and be bound by, the Trust Agreement

establishing the Service Employees International Union Local 36 Prepaid Legal Service Plan and all amendments thereto, and also hereby irrevocably designates as his representatives the Trustees named as Employer Trustees in said Trust 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.

ARTICLE 34 BREAKS

The Employer will maintain its current practices with respect to breaks for Employees. Notwithstanding the above, no Class I Janitorial employee who is working a six hour schedule shall be required to take a mandatory unpaid break.

ARTICLE 35 JOB POSTING

SECTION 35.1. Whenever a regular position becomes available, the Employer will post the job for a period of five (5) work days. Anyone so desiring may bid on the position, if it involves a shift change or a higher rated position for the bidder. Among the factors the Employer shall consider in filling the position are the skill, ability and seniority of the bidding employees and other relevant factors. The position will be filled with a person selected at the sole discretion of the Employer, which discretion shall not be exercised arbitrarily.

SECTION 35.2. Existing regular employees, including fill-in/

floater employees, shall have preference over supplemental employees for any job posting.

SECTION 35.3. *If there are no bids for an opening, the Employer shall, before soliciting outside the unit, advise the Union and permit it three (3) work days to refer qualified candidates to the Employer. In the case of any candidate referred by the Union, the Employer retains the sole unreviewable right to determine whether to hire such person or any other person for the opening.*

ARTICLE 36 TOOLS

The Employer shall supply special tools and replace same if lost, broken or stolen.

ARTICLE 37 IMMIGRATION

The Employer agrees to provide an immigrant employee with an unpaid leave of absence of up to ninety (90) days to gain extensions, continuations or any status required by the Department of Homeland Security, or by any other federal, state or local enforcement agency. *Provided that the employee attains the necessary status to continue in employment with the Employer, he/ she shall be returned to work with no loss of seniority.*

The Employer will comply with all laws and regulations that affect employees' immigration or employee status.

ARTICLE 38
VETERANS' RIGHTS

Leaves of absence, reemployment rights, and maintenance of benefits for employees who are now or may later be in the armed services of the United States shall be governed by the applicable provisions of federal and state laws.

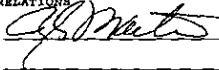
ARTICLE 39
TERM OF AGREEMENT

Except as herein otherwise expressly provided, this Agreement shall become effective as of the 1st day of June, 2003, and shall remain in full force and effect up to and including the 15th day of October, 2007, and thereafter from year to year for one year periods unless and until either party to this Agreement shall give the other sixty (60) days' notice, in writing, prior to the 15th day of October, 2007, or prior to the expiration date of any year thereafter, of its intention to negotiate changes in or terminate the Agreement.

EXECUTED as of the day and year first above written.

BUILDING OPERATORS LABOR RELATIONS
DIVISION OF BUILDING OWNERS' AND MANAGERS'
ASSOCIATION OF PHILADELPHIA

BUILDING OPERATORS LABOR
RELATIONS



SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL #36, AFL-CIO

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 36

W. C. Co
Derrick Hayes
Madame E. Marshall
Barbara Hayes
Gloria Williams
Zena Buckley
Paul N. Fisher
Charles Douglas
Anita Smith
Christine M. Forbes
Bernice Washington
Patricia A. Nash
Clyde Holloman
Cynthia Cooper
Corey Bonfield
Cahn Ballard
Amanda Evans
Wayne MacMann
Angela Everingham
Monica Roberts

APPENDIX I

DRUG AND ALCOHOL POLICY

I. General Policy.

The Union and the Corporation are committed to programs that promote safety in the work place, employee health and well being, and building owner and manager confidence. Consistent with the spirit and intent of this commitment, the parties have developed this policy regarding the sale, use, possession or distribution of controlled substances and alcohol by employees covered by this Agreement. It is the policy and goal of the parties to create and maintain a working environment which is free of alcohol and illegal and non-prescribed controlled substances and their effects, in order to provide a safe and efficient work place and to ensure that employee alcohol and controlled substance use does not jeopardize an Employer's operations, nor otherwise affect the Employer, its employees, building owners, managers and tenants or the public. It is also the policy and goal of the parties to provide for rehabilitation of employees with a drug or alcohol problem, through appropriate counseling and treatment.

II. Employee Assistance Program (EAP).

It is the parties' policy to offer referral to appropriate services and rehabilitation programs which emphasize training, education, prevention, counseling and treatment to employees when personal concerns, such as controlled substance or alcohol use or abuse, arise which may affect the employee's work performance or the performance of an Employer. Employees are encouraged to seek assistance before his or her controlled substance or alcohol problems lead to disciplinary action, as provided for in Section III below. Except as provided herein, employees will not be subject to discipline for a violation of this policy and shall be

eligible for at least two (2) rehabilitations in lieu of discipline. All communications relating to the Employee Assistance Program will be kept confidential.

III. Rules Regarding Controlled Substances and Alcohol.

A. The sale, manufacture, dispensing or distribution of illegal or non-prescribed controlled substances on Employer premises, or the premises of a building in which the employee is working, or while the employee is on duty, is prohibited. Employees violating this rule are subject to immediate discharge.

B. The use or possession of any illegal or non-prescribed controlled substance, the use of alcohol, or the possession of an opened container of alcohol, during working hours (including lunch and breaks) or at any time on Employer property or on the premises of a building in which the employee performs work under this Agreement, is prohibited and cause for immediate discharge. It shall not be a violation of this paragraph for an employee to have unopened containers of alcohol stored in his/her vehicle.

C. Reporting to work or being on duty under the influence of, or impaired by, alcohol or any illegal or non-prescribed controlled substance is prohibited. An employee will be considered under the influence of alcohol or a controlled substance where, as a result of using a drug or alcohol, his or her condition affects his or her ability to perform work in a safe and effective manner. Non-probationary employees who have a positive drug or alcohol test for reasonable suspicion shall be offered at least two (2) opportunities at rehabilitation as provided for in paragraph VIII.A.3 below. Probationary employees shall be terminated.

D. An employee's refusal or failure to participate in the EAP

when required herein, a positive test following two approved rehabilitations, and refusal to submit to appropriate testing procedures, are all cause for discharge. An employee whom a supervisor believes to be "under the influence" will be relieved of duty so that a test may occur. If feasible, a steward shall be permitted to consult with the employee and supervisor prior to the employee being relieved from duty for the administration of a test. The supervisor will also arrange for the employee to be escorted to a medical facility for testing or, if the employee refuses to undergo testing, the supervisor will arrange for him or her to be escorted home.

E. Employees who are taking a prescribed controlled substance under the care of a physician which could affect their ability to work safely and effectively, must advise their supervisor so appropriate arrangements can be made in the event a problem arises with respect to the employee's safety or job performance. Such information will be kept confidential and made available only to those who have a need to know.

IV. Training and Education.

All employees shall receive a copy of this plan. Employees can obtain from the Welfare Plan educational information and referral sources, and are encouraged to seek advice and/or treatment when they suspect the existence of a problem.

V. Alcohol and Controlled Substance.

A. Types of Testing

Scientific testing for the presence of alcohol or drugs in an employee's body may occur in the following circumstances:

I. Pre-Placement Testing

If required by a building owner or manager, or at the election of the Employer, all newly hired employees

into a building may be given urine or breath tests to detect alcohol and/or illegal or non-prescribed controlled substances in their systems. Positive test results for controlled substances or alcohol will be considered in making the final employment decision. Such testing will also apply to individuals who reapply for employment after leaving the Employer either through resignation or termination. Refusal to undergo an alcohol or controlled substances test will be grounds for the denial of employment or re-employment. The Corporation and the Union acknowledge that the Union does not represent any individual who is not employed by an Employer of the BOLR at the time of the individual's application for any position, nor has the Union entered into negotiations on behalf of any individual who is an applicant for employment. Rather, the Corporation has unilaterally incorporated this provision into this policy.

2. Reasonable Suspicion of Use

a. If the Employer has a reasonable suspicion that an employee has used or is under the influence of, or is impaired by, alcohol or an illegal or non-prescribed controlled substance, it may require the employee to submit to medical evaluation or controlled substances and alcohol testing (through urine, breath or other diagnostic tests).

b. The employee's refusal to submit to or cooperate with the medical evaluation or testing, including the signing of any necessary consent forms, and/or providing necessary specimens, will result in his/her discharge in accordance with Section VII.E below. Employees who test positive for reasonable suspicion are

eligible for rehabilitation, as specified below.

c. The term "reasonable suspicion" as used in this policy means generally that there is the existence of a reasonable and articulable belief that the employee is using an illegal or non-prescribed controlled substance or alcohol on the basis of specific, contemporaneous, physical, behavioral, or performance indicators of probable drug use. Circumstances or conditions which may support such a belief include, but are not limited to: impairment or deterioration of job performance; exhibition of abnormal mental or physical conditions or behavior; observations relating to speech, appearance and/or body odor; engaging in or exhibiting conduct which jeopardizes the safety of the work place, employees, property or the public; involvement in an unusual on-the-job accident or incident, repeated errors on the job, regulatory or Employer rule violations, or unsatisfactory time and attendance patterns. If feasible under the circumstances, a steward who is then on the premises shall be notified when an employee is to be tested for reasonable suspicion.

d. A written report will be prepared within three (3) days detailing the circumstances which formed the basis to warrant testing. The Employer will forward any written reports created pursuant to this subsection to the Union within forty-eight (48) hours of the receipt of such reports.

1. Follow-Up Testing

e. Employees are subject to unannounced follow-up drug and alcohol testing for twelve (12) months from the date of return from a first rehabilitation program. Should an employee have a verified positive drug test result, or positive alcohol test result, he/she will be required to attend a second formally structured

rehabilitation program, and shall be subject to all conditions set forth herein. After a second rehabilitation program, employees are subject to unannounced follow-up drug and alcohol testing for an additional twelve (12) months. Such tests will occur no more frequently than twice per calendar month.

f. If the employee tests positive for marijuana or PCP on a return-to-work test, and an immediate pre-rehabilitation test was positive for the same drug, then he/she will be afforded a retest in 7 to 10 calendar days. Such a positive return to work test result for marijuana or PCP will not be disqualifying unless test results suggest use subsequent to that last positive test(s). If the employee tests positive for any other substance, or alcohol, he/she will not be afforded the retest described immediately above. An employee whose return to work test is positive after his/her first rehabilitation hereunder shall be afforded the opportunity for a second rehabilitation. An employee whose return to work test is positive after his/her second rehabilitation hereunder shall be terminated, subject to VIII, C below.

VI. On-the-Job Injuries

A. Following an on-the-job injury which requires off-site medical treatment, an employee may be required to submit to controlled substance and alcohol testing along with any other medical evaluation.

B. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

VII. Testing Procedures – Specimen Collection

- A. In order for there to be a reasonable suspicion that an employee is impaired by, or under the influence of, alcohol or an illegal or a non-prescribed controlled substance, the employee should be observed by a supervisor or manager.
- B. All urine drug specimen collections will be unwitnessed with the exception of cases where tampering is suspected or where there is a past history of tampering; or cases of reasonable suspicion testing; or where an individual has been previously identified as a substance user by either prior tests indicating the presence of controlled substances without medical authorization or by prior rehabilitation, and the urine test is administered during their 12 month post rehabilitation period. All witnessed testing will be by a person of the same gender as the employee providing the specimen.
- C. Testing for alcohol or controlled substances will be performed by laboratories which have been certified and licensed under federal or state law, and which follow the Mandatory Guidelines for Federal Workplace Drug Testing Programs set forth by the United States Department of Health and Human Services.
- D. All urine drug testing will be performed by the split specimen method. In the event that the urine drug test is verified positive, the employee may request that the split specimen be tested by a different Department of Health and Human Services certified laboratory, at the employee's expense, for the presence of drugs for which a positive result was obtained on the test to the primary specimen. If an initial screening test conducted by the laboratory indicates positive findings, a confirmatory test, using gas chromatography and mass spectrometry, will be conducted.

E. In the case of a failure to provide an acceptable urine specimen, the employee shall be given a period of two (2) hours during which he/she may ingest no more than 24 fluid ounces of liquid. Failure to provide an acceptable urine specimen at the end of this period will result in an additional four (4) hour time period during which the employee shall be considered to be undergoing a reasonable suspicion test. Failure to provide an acceptable urine specimen within the additional period shall result in discipline, up to and including termination.

F. In the event an individual is unable to provide an adequate breath specimen, he/she shall be required to undergo an *immediate reasonable suspicion blood alcohol test*. Refusal to cooperate in providing a blood sample will result in discipline up to and including termination.

G. Alcohol assays of blood performed pursuant to this policy and procedure shall be conducted by a reputable testing agency or hospital laboratory using standard biomedical techniques following established chain of custody collection procedures.

VIII. Response to a Positive Drug or Alcohol Test

A. A non-probationary employee who has a verified positive drug test result administered pursuant to drug testing as set forth in this policy will be required to attend a formally structured rehabilitation program and shall be subject to the conditions set forth herein. Probationary employees shall be terminated.

B. When an employee's first rehabilitation program is either partially or totally outpatient, that employee may return to work while still participating in that outpatient program.

C. In no case shall any employee be afforded more than two (2) opportunities to participate in an approved rehabilitation program, whether such programs are on an in-patient or out-

patient basis; provided, however, that an employee who has not been a participant in a drug or alcohol rehabilitation program, for ten (10) years from his/her most recent rehabilitation program, may be eligible for participation in one (1) additional rehabilitation program for purposes of this policy; provided, further, that an employee whose initial participation in the rehabilitation process has been because of his voluntary entry into that process or as a result of random testing and who has not been a participant in a drug or alcohol rehabilitation program for five (5) years from his/her most recent rehabilitation program will be eligible for participation in one (1) additional rehabilitation program for purposes of this policy; provided, further, that under extraordinary circumstances, the Employer in its discretion may consider further rehabilitation opportunity for such employee prior to the expiration of the above referenced periods.

D. Rehabilitation programs referenced herein shall be of the type and length approved by an appropriate evaluator and covered by the Welfare Plan. All costs for such programs shall be borne by the Plan or by the employee.

E. An employee who fails to participate satisfactorily in a rehabilitation program hereunder shall be subject to immediate discharge,

F. The Union reserves the right to present and prosecute as arbitrable, grievances regarding any discipline or discharge actions taken pursuant to terms of this policy and procedure.

IX. Inspections

The Employer reserves the right to carry out reasonable searches of employees and their property, including, but not limited to, lockers, lunch boxes, and private vehicles if parked on Employer premises. Such inspections will be limited to circumstances in

which the Employer has reason to suspect that the individual has violated or is in violation of this policy. Such inspection will take place in the presence of a steward or, in the absence of a steward, in the presence of another employee. Refusal to cooperate in a search hereunder will subject the employee to immediate discharge.

APPENDIX 2

MECHANICS AND MAINTENANCE WORKERS LICENSED ENGINEERS AND OPERATING ENGINEERS

License and Certification Costs

1. With respect to employees whom the Employer requires to have a Class A License, the Employer will reimburse the employee for the following:

- a. Testing Fees
- b. City of Philadelphia (\$25 max.)
- c. Exam fee (\$75 max.)
- d. Annual License Fee (\$20 max.)
- e. Books (\$75 max.)

2. The Employer will reimburse any employee whom it requires to have an EPA Certification a maximum of \$100.

SCHEDULE "A"
[Not Updated]

1. Centre Square	Cushman and Wakefield
2. Constitution Place	Excelsior Management
3. Gilbert Building	Gilbert Associates
4. Jefferson Building	Chestnut Management
5. Medical Arts Building	GMH Management
6. Medical Towers Building	GMH Management
7. Neff Jewelry Trades	Abrams Asnen Partners
8. Packard Building	Binswanger Management Corp.
9. Robinson Building	Galbreath Company
10. One East Penn Square	Jackson Cross Company
11. One Penn Square West	LCOR
12. Two Penn Center	CB Commercial Real Estate
13. Four Penn Center	Reliance Development Group
14. 1601 Market	Equity Office Property
15. 1, 2 & 3 Bala Plaza	Premisys Real Estate
16. 320 Walnut Street	Binswanger Management Corp.
17. 1420 Walnut Street	1420 Walnut Associates
18. 1429 Walnut Street	Equivest Management, Inc.
19. 1515 Market Street	West World Management Inc.
20. 1600 Market Street	Axiom Real Estate Management
21. 1616 Walnut Street	Isard Greenberg Company
22. 1700 Market Street	Premisys Real Estate
23. 2000 Market Street	Cushman and Wakefield

SCHEDULE "B"
[Not Updated]

The following members of the corporation engage contractors which employ members of the Union under this Collective Bargaining Agreement.

- | | |
|---|-------------------------------|
| 1. Aramark Tower | Heitman PA Management |
| 2. Mellon Bank Center
(1735 Market Street) | The Rubin Organization |
| 3. One Commerce Square | Maguire Thomas Partners |
| 4. One Liberty Place | O'Connor Management |
| 5. One Penn Center at
(Suburban Station) | Compass Management |
| 6. Two Commerce Square | Maguire Thomas Partners |
| 7. Two Liberty Place | CIGNA Asset Management |
| 8. Three Parkway | Reliance Development |
| 9. Eleven Penn Center | CB Commercial Real Estate |
| 10. 210 West Washington
Square | The Rubin Organization |
| 11. 230 S. Broad Street | Jackson Cross Company |
| 12. 260 S. Broad Street | Real Management & Systems |
| 13. 400 Market Street | The Rubin Organization |
| 14. 841 Chestnut Street | Amerimar Realty
Management |
| 15. 1528 Walnut Street | Amerimar Walnut
Management |
| 16. 1700 Walnut Street | Binswanger Management Corp. |
| 17. Bell Atlantic Tower
(1717 Arch Street) | Bell Atlantic Properties |
| 18. 1800 JFK Boulevard | Bell Atlantic Properties |
| 19. 1818 Market Street | Heitman PA Management Inc. |
| 20. 1880 JFK Boulevard | Bell Atlantic Properties |
| 21. Blue Cross Tower
(1901 Market Street) | Independence Blue Cross |

SIDE LETTER #1
May 2, 2003

Mr. Robert G. Martin,
Building Operators Labor Relations
Division of Building Owners' and Managers' Association of Philadelphia
Two Penn Center Plaza
1500 J.F.K. Blvd.
Suite 310
Philadelphia, PA 19102

Re: BOLR - Local 36 Collective Bargaining Agreement

Dear Mr. Martin:

This "side-letter" shall constitute the agreement between the parties as to employees formerly classified as Day Matrons prior to the elimination of that classification.

Individuals employed as Day Matrons as of October 31, 1984 shall continue to be "red-circled" as to their wage rates and hours worked. Contract wage increases shall be added to the "red-circled" rates. The "red-circling" as to rates and hours shall apply to the individuals employed in the day matron position as of October 31st, 1984 only.

It is also understood that this shall not affect employees in the position of porter or day porter.

Would you kindly indicate your agreement by signing on the appropriate signature line below. One signed copy of this letter may be retained by you and the other should be returned to me, for my files.

Very truly yours,

Wyatt Closs
Trustee, S.E.I.U. Local 36

ACCEPTED: _____
ROBERT G. MARTIN, PRESIDENT



SIDE LETTER #2

May 2, 2003

Mr. Robert G. Martin
Building Operators Labor Relations
Division of Building Owners' and Managers' Association of Philadelphia
Two Penn Center Plaza
1500 J.F.K. Blvd.
Suite 310
Philadelphia, PA 19102

Re: BOLR - Local 36 Collective Bargaining Agreement

Dear Mr. Martin:

This side letter shall constitute the agreement between the parties as to cost containment and duplicate contributions relating to the Welfare Fund.

1. The Trustees of the Welfare Fund will use their best efforts to explore cost containment measures that will reduce fund benefit costs while maintaining the existing benefit levels.

2. The parties agree that they shall explore with the Trustees of the BOLR Welfare Fund the effect on the Fund reserves of the following changes, which will become part of this Agreement to the extent the Trustees determine that the Fund reserves will not be materially reduced:

(a) When both spouses are covered by this Agreement, the respective Employers of each shall be responsible for one-half (1/2) of a single contribution on their behalf.

(b) Where an employee is concurrently working for two or more Employers under this Agreement, his category for contribution purposes will be determined by the total number of hours worked for all of the Employers and each Employer will contribute proportionally according to the number hours the employee works for it.

(c) Where an employee works for an Employer in two or more

buildings, his total hours in all such buildings will be aggregated to determine his category for contribution purposes and the Employer will make only one such contribution on the employee's behalf.

Would you kindly indicate your agreement by signing on the appropriate signature line below. One signed copy of this letter may be retained by you and the other should be returned to me, for my files.

Very truly yours,

Wyatt Closs
Trustee, S.E.I.U. Local 36

ACCEPTED: _____


ROBERT G. MARTIN, PRESIDENT

SIDE LETTER #3

May 2, 2003

Mr. Robert G. Martin
Building Operators Labor Relations
Division of Building Owners' and Managers' Association of Philadelphia
Two Penn Center Plaza
1500 J.F.K. Blvd.
Suite 310
Philadelphia, PA 19102

Re: BOLR - LOCAL 36 COLLECTIVE BARGAINING AGREEMENT

Dear Mr. Martin:

This "side-letter" shall constitute the agreement between the parties as to consequences to an employer who fails to post a job in accordance with Article XXXV ("Job Posting") of the Collective Bargaining Agreement. Should an employer fail to post a job as specified in Article XXXV, the job shall be posted and filled as follows: *the factors to be considered in filling the vacancy shall be seniority, ability, physical adaptability and appearance, the employee's record of attendance, performance as demonstrated in the employee's present or previous occupations and knowledge of the occupation which is being filled.* When the skill, ability, performance or attendance records of employees are approximately equal, the senior applicant shall be awarded the job.

Would you kindly indicate your agreement by signing on the appropriate signature line below. One signed copy of this letter may be retained by you and the other should be returned to me, for my files.

Very truly yours,

Wyatt Closs
Trustee, S.E.I.U. Local 36

ACCEPTED: _____
ROBERT G. MARTIN, PRESIDENT

SIDE LETTER #4

May 2, 2003

Mr. Robert G. Martin
Building Operators Labor Relations
Division of Building Owners' and Managers'
Association of Philadelphia
Two Penn Center Plaza
1500 J.F.K. Blvd.
Suite 310
Philadelphia, PA 19102

Re: Deletion of language from Article VII, Section 6

Dear Mr. Martin:

This "side-letter" shall clarify the parties' intent in eliminating the following paragraph from Article VII, Section 6:

If a building owner, manager or contractor ceases to employ an employee as a result of a sale, transfer or loss of contract, it shall be responsible for paying the successor a proportion of the employee's vacation pay equal to the proportion which the number of whole months worked since the preceding January 1st bears to twelve (12) months to be calculated in the same manner as provided in Section 3 of this Article.

The removal of this language does not in any way alter the rights and obligations set forth in the remaining language of Article VII, Section 6; the employees' current and future vacation rights shall not in any way be diminished by the change in ownership, management or cleaning contractor.

Would you kindly indicate your agreement by signing on the appropriate signature line below. One signed copy of this letter may be retained by you and the other should be returned to me, for my files.

Very truly yours,
Wyatt Closs
Trustee, S.E.I.U. Local 36

ACCEPTED: _____
ROBERT G. MARTIN, PRESIDENT



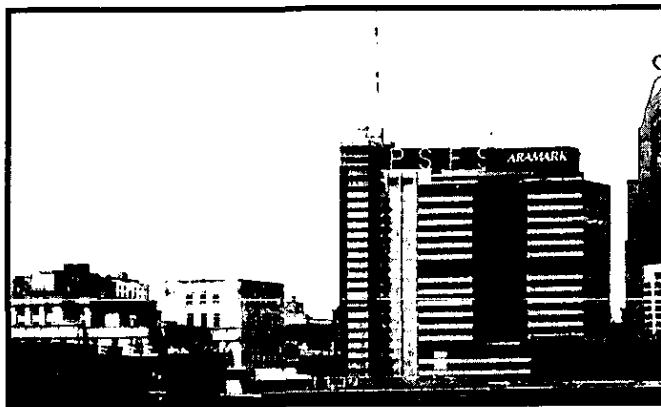
Members of BOLR and SEIU Local 36 bargaining teams were:

For SEIU Local 36

John Ballard	1&2 Bala Cynwyd Plaza
Corey Barfield	Drexel University
Virginia Carrington	3624 Market St.
Cynthia Cooper	2 Liberty Place
Isaac Evans	Mutual Benefit Life Bldg
Christine Forbes	Mellon Bank Center
Paul Frisby	UPS Air Hub
Barbara Hayes	1700 Market St.
Raimundo Hernandez	Aramark Tower
Robin Hill	Rittenhouse Plaza
Clyde Holloman	3 Parkway
Luis Hurtado	Centre Square
Montague Marshall	Bell Atlantic Tower
Astrid Mikoda	1650 Arch St.
Patricia Nash	2 Liberty Place
James Repper	1 Liberty Place
Ghislaen Reyes	Centre Square
Monica Roberts	1515 Market St.
Montgomery Saah	6 Penn Center
Charles Sanders	Mellon Bank Center
Ralph Sharper	2 Penn Center Plaza
Derrick Sharper	The Bellvue
Zema Sluchay	Mellon Bank Center
Thomas Smith	The Gallery
Anita Smith	Independence Building
Bernice Washington	Land Title Building
Gloria Wearing	1700 Market St.

For BOLR

William J. DeCara Jr., RPA	Ricahrd M. Evans Jr., CPM
Stephen J. Faralli	Joseph Geist, RPA
Robert G. Martin, RPA, SMA	Thomas A. Musi
Dennis D. Ritchie, RPA	Dudley R. Sykes, RPA
Paul R. Lewis, Legal Counsel	



**Wyatt Closs,
Trustee**

www.seiu36.org

This contract is available in Spanish and Polish, as well as English. For additional copies, or different language versions, contact your member advocate: