Cornell University
ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see
http://digitalcommons.ilr.cornell.edu/blscontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see - http://digitalcommons.ilr.cornell.edu/blscontracts/2/)

Title: **Building Owners & Managers Association of Chicago (BOMA) and Service Employees International Union (SEIU), AFL-CIO Locals 1 & 25 (2003)**

K#: **7413**

Employer Name: **Building Owners & Managers Association of Chicago (BOMA)**

Location: **IL Chicago**

Union: **Service Employees International Union (SEIU), AFL-CIO**

Local: **1, 25**

SIC: **6513** NAICS: **531110**

Sector: **P** Number of Workers: **2000**

Effective Date: **04/07/03** Expiration Date: **04/09/06**

Number of Pages: **26** Other Years Available: **N**

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School, http://www.ilr.cornell.edu/

7413

2,000 ee

BOMA/CHICAGO – LOCAL 1
2003 JANITORS AGREEMENT
April 7, 2003 through April 9, 2006
INDEX

ARTICLES/	PAGE	
I	1	Bargaining Unit
II	1	Union Membership, Employer Rights and Check off
III	2	Discharge and Discipline
IV	3	Wages
V	4	Most Favored Employer Clause
VI	4	Workweek
VII	6	Holidays
VIII	8	Vacations
IX	9	Termination-Vacation Accrual-Final Paycheck
X	9	Funeral Leave
XI	9	Working Conditions
XII	11	Veterans' Rights
XIII	11	Health and Welfare Funds
XIV	13	Pension Plan
XV	14	Health and Welfare - Pension Delinquencies
XVI	15	Seniority
XVII	16	Leaves of Absence
XVIII	16	Strikes, Lockouts, Pickets
XIX	16	Grievance Procedure and Arbitration
XX	18	Joint Committee on Safety and Security
XXI	18	Janitorial Contractors
XXII	19	Multi-Purpose Buildings
XXIII	19	Union Activities in Buildings
XXIV	19	Election to Adopt or Withdraw from Contract
XXV	20	Jury Service
XXVI	20	Miscellaneous Provisions
XXVII	21	Duration-Reopening
LETTER OF AGREEMENT	22	
SCHEDULES		
"A"	23	Member buildings

26 pages

BOMA/CHICAGO - LOCAL 1 - 2003 JANITORIAL AGREEMENT

AGREEMENT
BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1
AFL - CIO
JANITORIAL EMPLOYEES

April 7, 2003 through April 9, 2006

THIS AGREEMENT, entered into by BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO, (thereafter designated as the "Association") on behalf of such of its member buildings as are listed in Schedule "A" attached hereto, and SERVICE EMPLOYEES INTERNATIONAL UNION, Local 1, AFL-CIO (hereafter designated as the "Union") covers wages, hours and working conditions for janitorial employees and working supervisors who are now or may hereafter be represented by said Union (hereafter designated as "employees") and who are now or may be employed by such members of the Association as now are or who may hereafter become parties hereto (hereafter designated as "Employers").

ARTICLE I BARGAINING UNIT

The Employers recognize the Union as the sole and exclusive representative of the janitorial employees and working supervisors employed in the buildings which are now or may hereafter be covered by this agreement. Employers and employees shall not bargain independently of the Union with respect to wages, hours of employment or working conditions as provided in this Agreement; the right to bargain on behalf of all such employees is vested solely in the Union. All bargaining unit work, which the Employer controls, and which is performed within a building which is covered by this Agreement, shall be performed solely by employees within the bargaining unit set for in this Agreement.

ARTICLE II UNION MEMBERSHIP, EMPLOYER RIGHTS AND CHECK OFF

Section 1. The right to employ and discharge for just cause shall be vested solely in the Employer. Nothing contained in this Agreement shall be construed as stipulating the number of employees to be employed by any building or as restricting the right of the Employer to adjust employee work assignments and/or reduce the working force to reflect changes in cleaning specifications and occupancy within the building and/or to accomplish legitimate operating efficiencies; provided, however, that the Employer shall not reduce the number of employees without prior written 10 day notice to the Union. If the Union believes that the changes or adjustments have resulted in the imposition of unreasonable work loads upon employees, it may file a grievance which shall be processed in accordance with Article XIX of this Agreement.

Section 2. The Employer agrees not to discriminate against members of the Union nor to engage in unfair labor practices. On and after the thirty-first day following the execution of this Agreement, all employees who are then members of the Union, shall as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. All present employees who are not members of the Union and all employees employed after the date of this Agreement by employers covered by this Agreement shall, within 31 days after the date of their employment or the execution of this Agreement, whichever is the later, become members of the Union (unless they are already members) and all such employees shall, as a condition of their employment, remain members of the Union in good standing for the duration of this Agreement. The term member or members in good standing shall be

limited to the payment of the initiation fees and dues uniformly required as a condition of acquiring or retaining membership and shall be a financial obligation only.

Section 3. The Employer agrees to deduct in the first month of each quarter, (and prior to the 20th day of such month) from the pay of every employee, who has executed and caused to be delivered to the Employer a written assignment, the regular quarterly dues and the initiation fee of the Union, if due and owing, which are necessary to keep such employee as a member in good standing in accordance with the Constitution and Bylaws of the Union, as certified to the Employer by the Union. Where the employee, who is on check off, has insufficient earnings during the first month of the quarter, the deductions shall be made by the employer from the next wage payment in accordance with billings furnished by the Union.

The Employer will submit such sums in total to the Secretary-Treasurer of Local 1 no later than ten (10) days after such deduction was made. Where the employee, who is on check-off, has insufficient earnings during the first pay period in the month, the deductions shall be made by the Employer from the next wage payment in accordance with billings furnished by the Union. With each monthly check-off record, the Employer shall give the names, social security numbers and starting dates of all employees of the Employer who performed janitorial services in the building during the preceding month including, where known, their status as temporary, extra, substitute, or regular employees.

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

The Union agrees to indemnify and save the Employer harmless from any liability incurred by reason of such deductions.

Section 4. The Employer shall discharge an employee for non-payment of Union initiation fees or dues within ten (10) days after the Employer's receipt of written notice from the Union that such employee is not in good standing. Said notice shall state that the employee has previously been given fifteen (15) days' written notice: (a) of the delinquency; (b) the amount and method of computation thereof; (c) that the employee is not in good standing; and (d) that discharge will result at the end of said fifteen (15) day period unless all arrears are paid. The Union will indemnify, defend and hold the Employer harmless against all liability, damages, claims and costs incurred by the Employer, including but not limited to court costs, judgments and attorney fees and expenses, by reason of the Employer's compliance with this Section. The Union reserves the right, at its option and at its own expense, to appear and defend all such claims whenever suit is brought against the Employer. Employee protests of discharge for alleged non-payment of Union initiation fees or dues will not be subject to the grievance procedure or arbitration.

ARTICLE III DISCHARGE AND DISCIPLINE

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

Section 2. In cases where the Employer believes that an employee's job performance has become

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

ARTICLE IV WAGES

Section 1.

(a) Employees covered by this Agreement who were employed by the Employer as of April 7, 1999 shall receive the following pay rates during the term of this Agreement:

For the period April 7, 2003 through April 4, 2004 - $12.80 per hour.
For the period April 5, 2004 through April 3, 2005 - $13.05 per hour.
For the period April 4, 2005 through April 9, 2006 - $13.30 per hour*

*Effective May 30, 2005, said rate shall be increased by such amounts as may be diverted from what would otherwise be increased monthly contributions to the Local 25 SEIU Welfare Fund, pursuant and subject to Article XIII, Section 4 of this Agreement.

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

(b) All other employees covered by this Agreement shall receive not less than the following rates of pay during the term of this Agreement:

During their 1st year of employment - $3.40 below the rate in paragraph (a)
During their 2nd year of employment - $2.90 below the rate in paragraph (a)
During their 3rd year of employment - $2.40 below the rate in paragraph (a)
During their 4th year of employment - $1.90 below the rate in paragraph (a)

After completion of their 4th year of employment, such employees shall receive the full rate of pay set forth in paragraph (a) of this Section.

(c) The Employer agrees that it shall not attempt to effectuate wage cost reductions by discharging employees covered by paragraph (a) in order to hire replacements covered by paragraph (b). Accordingly, the total number of employees in any building receiving pay rates pursuant to paragraph (b) shall not be increased as the result of the discharge of employees pursuant to Article III, Section 2.

Section 2.

(a) There shall be a premium of fifty cents ($0.50) per hour paid when the following work is performed:

High level work - 12 feet and over from floor level
Furniture crating and uncrating
Removal of tile affixed to floor
Moving and storing of construction equipment and material

Exterior metal refinishing - after one hour in one day - from first hour of work
Loading and unloading of trucks and dock labor - after two hours in one day - from first hour of work
Moving furniture - after two hours in one day - from first hour of work
Hand shoveling of snow

(b) Demolition and the initial cleanup in connection therewith shall be at a rate equal to one and one-half (1-1/2) times the regular hourly rate.

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

Section 3. WORKING SUPERVISORS Working supervisors shall be paid the greater of (1) the hourly rate of the highest paid employee they supervise or their own job rate, if higher, plus the cents per hour they were over scale under the prior agreement; or (2) a minimum of twenty cents ($0.20) per hour above their own job rate, or twenty cents ($0.20) per hour above the hourly rate of the highest paid employee they supervise, whichever is higher. Salaried working supervisors are entitled to corresponding differentials.

Section 4. CALL IN PAY An employee not scheduled to work on a Saturday or Sunday who is called in to work shall be given at least four (4) hours of work.

Section 5. PAY PERIOD Employees shall be paid at their job location not less often than every two (2) weeks.

ARTICLE V "MOST FAVORED EMPLOYER" CLAUSE

If, following execution of this Agreement, the Union enters into or remains a party to any collective bargaining agreement, written or oral, with another employer or group of employers employing employees in commercial office buildings in the Chicago central area (defined as the area West of Lake Michigan bounded by and including Roosevelt Road, Racine Avenue, and North Avenue) which provides for wage rates or economic fringe benefits (such as, but not limited to, health and welfare, pensions, holidays or vacations) which are more favorable to such employer than the corresponding provisions of this Agreement, the parties to this Agreement will promptly amend this Agreement to incorporate such more favorable provisions. The Union agrees to file with the Association a copy of each written and summary of each oral collective bargaining agreement it enters into with any other employer or group of employers employing employees in commercial office buildings in the above described Chicago central area within thirty (30) calendar days following the consummation of said agreements. If the Union believes that special circumstances exist, it may request that the Association's Labor Committee waive the application of this Article in whole or in part as it would otherwise apply to an agreement with another employer or group of employers, and the Labor Committee shall have the authority, at its sole discretion, to grant or deny such requests.

ARTICLE VI WORKWEEK

Section 1. The workweek for employees shall be from 35 to 40 hours to be worked in five consecutive days. An employee whose workweek is between 35 and 40 hours as of the effective date of this Agreement shall continue to maintain such workweek.

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

Section 3. The Employer guarantees thirty-five (35) hours of work to regularly employed employees who are ready, willing and able to work such hours; provided, however, that Employers maintaining regular work weeks between 35 and 40 hours as of the effective date of this Agreement may continue to maintain such work weeks.

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

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

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

Section 7. With the consent of the Union, the Employer may use a six day week, Monday through Saturday.

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

Section 9. All work done on Sunday shall be paid at one and one-half (1-1/2) times the employee's regular straight time hourly rate.

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

ARTICLE VII HOLIDAYS

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

New Year's Day	Thu, 1/1/04	(a)	(b)
Memorial Day	Mon, 5/26/03	Mon, 5/31/04	Mon, 5/30/05
Fourth of July	Fri, 7/4/03	(c)	Mon, 7/4/05
Labor Day	Mon, 9/1/03	Mon, 9/6/04	Mon, 9/5/05
Thanksgiving Day	Thu, 11/27/03	Thu, 11/25/04	Thu, 11/24/05
Day after Thanksgiving Day or such other day as may be mutually acceptable to the Employer and the Union			
½ Day Christmas Eve*	Wed, 12/24/03	(d)	(e)
Christmas Day	Thu, 12/25/03	(d)	(e)
½ Day New Year's Eve*	Wed, 12/31/03	(a)	(b)
Employee's Birthday (for employees with 1 or more years of service)			
Either Martin Luther King's Birthday, Presidents' Day, Lincoln's Birthday, Good Friday, or such other day as may be mutually acceptable to the Employer and the Union			

* In lieu of ½ holidays on Christmas Eve and New Year's Eve, the Employer may elect to schedule full day holidays for some or all of its bargaining unit employees on Christmas Eve or on New Year's Eve.

(a) The Employer may designate any combination of the following dates as the New Year's Day and New Year's Eve holidays for some or all of its bargaining unit employees:

New Year's Day	New Year's Eve
Friday, December 31, 2004	Thursday, December 30, 2004
Saturday, January 1, 2005	Friday, December 31, 2004
Sunday, January 2, 2005	Friday, December 31, 2004 or Saturday, January 1, 2005
Monday, January 3, 2005	Friday, December 31, 2004 or Saturday, January 1, 2005

(b) The Employer may designate any of the following dates as the New Year's Day and New Year's Eve holidays for some or all of its bargaining unit employees:

New Year's Day	New Year's Eve
Sunday, January 1, 2006	Friday, December 30, 2005 or Saturday, December 31, 2005
Monday, January 2, 2006	Friday, December 30, 2005 or Saturday, December 31, 2005

(c) The Employer may designate either Friday, July 2, 2004, Sunday, July 4, 2004 or Monday, July 5, 2004 as the Fourth of July holiday for some or all of its bargaining unit employees.

(d) The Employer may designate any combination of the following dates as the Christmas Day and Christmas Eve holidays for some or all of its bargaining unit employees:

Christmas Day	Christmas Eve
Friday, December 24, 2004	Thursday, December 23, 2004
Saturday, December 25, 2004	Friday, December 24, 2004
Sunday, December 26, 2004	Friday, December 24, 2004 or Saturday, December 25, 2004
Monday, December 27, 2004	Friday, December 24, 2004 or Saturday, December 25, 2004

(e) The Employer may designate any combination of the following dates as the Christmas Day and Christmas Eve holidays for some or all of its bargaining unit employees:

Christmas Day	Christmas Eve
Sunday, December 25, 2005	Friday, December 23, 2005 or Saturday, December 24, 2005
Monday, December 26, 2005	Friday, December 23, 2005 or Saturday, December 24, 2005

Each employee covered by this Agreement who has completed one (1) or more full years of service with the Employer shall, in each year of employment, receive one (1) personal holiday on a day mutually acceptable to the Employer and the employee.

If any employee's birthday falls on one of the other holidays observed in this Agreement, the employee shall be paid for both holidays. If an employee's birthday falls on February 29th, he or she shall be regarded as having a birthdate of February 28th in every year except leap year.

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

Section 3. When a holiday falls on an employee's day off, he or she shall be credited with eight (8) hours at straight time (four (4) hours in the case of one-half day holidays). For employees who regularly work less than forty (40) hours per week, the credited hours shall be the number of hours of the employee's regular daily shift, excluding Saturdays or short hour shifts; one-half that number in the case of one-half day holidays.

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

Section 5. To be eligible to receive holiday pay, the employee must have been employed by the Employer for at least ninety (90) calendar days prior to the holiday and worked all of his or her scheduled hours on the employee's last scheduled work day before and the employee's next scheduled work day following the holiday, provided that tardiness of up to one hour or leaving work early (with the approval of the Employer) on either of such days shall not disqualify the employee from receiving holiday pay. Employees on approved leaves of absence or layoff who are otherwise eligible to receive holiday pay shall, upon their return to work, receive holiday pay for holidays occurring within ninety (90) days following their last previous day worked. Employees substituting for employees on approved leaves of absence shall not be eligible to receive holiday pay for the first ninety (90) days of said leaves of absence.

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

Section 7. The Union will, through its usual forms of communication and its stewards, urge all employee's to provide the Employer with not less than two (2) calendar week's advance notice of the date upon which the employee's birthday falls.

Section 8. If a regular pay day falls on a holiday, employees shall be paid on the day before the holiday and paychecks shall be dated accordingly.

ARTICLE VIII VACATIONS

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

One year,	shall be given an annual vacation of	one week with pay;
Two years,	shall be given an annual vacation of	two weeks with pay;
Six years,	shall be given an annual vacation of	two weeks and one day with pay;
Seven years,	shall be given an annual vacation of	two weeks and two days with pay;
Eight years,	shall be given an annual vacation of	two weeks and three days with pay;
Nine years,	shall be given an annual vacation of	two weeks and four days with pay;
Ten years,	shall be given an annual vacation of	three weeks with pay;
Eighteen years	shall be given an annual vacation of	four weeks with pay,
Twenty-five years	shall be given an annual vacation of	five weeks with pay.

Section 2. An additional day's vacation (or ½ day in the case of one-half day holidays) shall be allowed an employee whose vacation period includes one of the holidays listed in this Agreement.

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

Section 4. A week's vacation shall be computed upon the employee's regularly scheduled weekly hours of work for the fifty-two (52) weeks preceding his or her vacation. If an employee has worked less than fifty-two (52) weeks, such vacation shall be based upon the scheduled hours during the total number of weeks the employee has worked.

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

Section 6. Vacation rights of employees shall not be affected by a change of ownership or management of the building so long as they remain in the employ of the new owners or managers. Any employee employed by a contractor whose employment is terminated by reason of change of contractors during the employee's first year of employment in a building and who is retained in the same building by the new contractor shall, upon completion of his or her full first year of employment in the building, be entitled to a full vacation with pay from the new contractor, less any vacation pay which may have been

received by the employee from the displaced contractor.

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

Section 8. Vacation checks shall be paid to the employee no later than the last scheduled day of work before the beginning of the employee's scheduled vacation.

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

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

ARTICLE IX TERMINATION-VACATION ACCRUAL-FINAL PAYCHECK

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

Section 2. Any employee shall receive his or her final paycheck in full at the time of separation, if possible, but in any case within five (5) days or at the next regular payday, whichever comes first.

ARTICLE X FUNERAL LEAVE

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

The term "immediate family" shall mean: spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or any relative residing with the employee or with whom the employee is residing. In the event the employee is unable to attend the funeral, the employee shall be allowed one day at straight time. One day's pay at straight time shall be given on account of death of an employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law.

ARTICLE XI WORKING CONDITIONS

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

Employers' contributions shall be prorated for those months in which employees begin working, cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Article XVII, Sections 1 and 2 and Section 6 of this Article, respectively.

Section 4. For the period July 1, 2005 through April 9, 2006, the Employer shall contribute the amount of $395.20 (three hundred ninety-five dollars and twenty cents) each month on behalf of each employee on its active payroll to the Local 25 S.E.I.U. Welfare Fund; provided, however, that the Employers' contributions shall be prorated for those months in which employees begin working, cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Article XVII, Sections 1 and 2 and Section 6 of this Article, respectively; and provided, further, that in the event the Fund's benefit consultants advise the Fund's trustees on or before July 1, 2005 of their opinion that the Fund's benefit payment reserves can be maintained at six (6) months or greater during the period ending June 30, 2006 with a monthly contribution rate between $377.85 (three hundred seventy-seven dollars and eighty-five cents) and $395.20 and the trustees accept their benefit consultant's opinion, the July 1, 2005 monthly contribution rate shall be reduced to such amount and, effective May 30, 2005, the difference between the amount of such monthly contribution rate and $395.20 shall be diverted to increase the wages of bargaining unit employees, with each $1.73 of monthly contribution rate reduction below $395.20 deemed equivalent to $.01 in increased wages up to $.10 (ten cents) per hour.

Section 5. The Employer adopts the provisions of and agrees to comply with and be bound by the Trust Agreement establishing the Local 25 SEIU Welfare Fund and all amendments thereto, and also hereby irrevocably designates as its representatives the Trustees named as Employer Trustees in said Agreement, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creations and administration of said Trust and all actions to be taken by such Trustees within the scope of their authority.

Section 6. Welfare Fund payments shall be continued on eligible employees when said employees are on a medical leave of absence up to the periods provided for in Article XVII, Section 1, or beyond that period for special reasons agreed to by the Employer and the Union. Welfare Fund payments shall be continued on eligible employees when said employees are on a personal leave of absence up to a period of ninety (90) days, or beyond that period for special reasons agreed to by the Employer and the Union. Beyond that time, the Welfare Fund payment shall be made for and on behalf of the temporary, extra, substitute, floater or vacation replacement employee, but in no event shall contributions be made for both the eligible employee and the temporary, extra, substitute, floater or vacation replacement employee; provided, however, that any temporary, extra, substitute, floater or vacation replacement employee who has been employed either by the Employer or by the janitorial contractor performing bargaining unit work for the Employer for more than twelve (12) consecutive months shall have contributions made on his/her behalf.

Section 7. The Employer shall make remittances to the Welfare Fund on or before the fifteenth (15th) calendar day of the month following the month in which the work was performed.

Section 8. With each report to the Welfare Fund, the Employer shall give the names, Social Security numbers and starting dates of new, regular employees and termination dates of regular employees.

Section 9. Payments to the Welfare Fund shall be made on the prelisted remittance forms sent by the Fund Office, or reproduced records which give all of the required information in a form acceptable to the Fund. Failure to submit the required information in a form acceptable to the Fund will be subject to the arbitration provisions of Article XIX.

ARTICLE XIV PENSION PLAN

Section 1. For the period April 7, 2003 through April 4, 2004, Employers shall contribute to the Local 25 SEIU and Participating Employers Pension Trust at the rate of $18.00 per week for each employee regularly scheduled to work thirty (30) or more hours per week who actually work at least 50% of the employee's scheduled workweek. In the event such employee does not work at least 50% of the employee's scheduled workweek, the Employer shall make contributions at the rate of forty-five cents ($0.45) per hour for all hours actually worked. For employees not meeting the aforesaid conditions, contributions shall be made at the rate of forty-five cents ($0.45) per hour worked for employees who actually worked less than 30 hours per week. Paid holidays, paid vacations and funeral absence (up to three working days) are deemed time worked for pension contribution purposes. The Union and the Employer shall endeavor to have the Trustees of the Pension Fund arrange to have the employee's last employer notified when an employee makes application for a pension. In the event an employee works during his or her holiday or vacation, one payment to the Pension Fund is all that will be required.

Section 2. For the period April 5, 2004 through April 9, 2006, Employers shall contribute to the Local 25 SEIU and Participating Employers Pension Trust at the rate of $24.00 per week for each employee regularly scheduled to work thirty (30) or more hours per week who actually work at least 50% of the employee's scheduled workweek. In the event such employee does not work at least 50% of the employee's scheduled workweek, the Employer shall make contributions at the rate of sixty cents ($0.60) per hour for all hours actually worked. For employees not meeting the aforesaid conditions, contributions shall be made at the rate of sixty cents ($0.60) per hour worked for employees who actually worked less than 30 hours per week. Paid holidays, paid vacations and funeral absence (up to three working days) are deemed time worked for pension contribution purposes. The Union and the Employer shall endeavor to have the Trustees of the Pension Fund arrange to have the employee's last employer notified when an employee makes application for a pension. In the event an employee works during his or her holiday or vacation, one payment to the Pension Fund is all that will be required.

Section 3. Each Employer adopts the provisions of and agrees to comply with and be bound by the Trust Agreement establishing said Local 25 SEIU and Participating Employers Pension Trust, and all amendments thereto, and also hereby irrevocably designates as its representatives the Trustees names as Employer Trustees in said Agreement, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of said Trust and all actions to be taken by such Trustees within the scope of their authority, including the authority of the Trustees to restrict the benefit provisions with respect to a new employer group as provided by the Trust Agreement.

Section 4. The Employer shall make remittances to the Pension Fund on or before the fifteenth (15th) calendar day of the month following the month in which the work was performed.

Section 5. With each report to the Pension Fund, the Employer shall give names, Social Security numbers and starting dates of new, regular employees and termination dates of regular employees.

Section 6. Payments to the Pension Fund shall be made on the prelisted remittance forms sent by the Fund Office, or reproduced records which give all of the required information in a form acceptable to the Fund. Failure to submit the required information in a form acceptable to the Fund will be subject to the arbitration provisions of Article XIX.

Section 7. Pension fund payments shall be continued on eligible employees when said employees are on a medical leave of absence up to the periods provided for in Article XVII, Section 1, or beyond that period for special reasons agreed to by the Employer and the Union. Pension fund payments shall be continued on eligible employees when said employees are on a personal leave of absence up to a period of ninety (90) days, or beyond that period for special reason agreed to by the Employer and the Union.

Beyond that time, the Pension Fund payment shall be made for and on behalf of the temporary, extra, substitute, floater or vacation replacement employee, but in no event shall contributions be made for both the eligible employee and the temporary, extra, substitute, floater or vacation replacement employee; provided, however, that any temporary, extra, substitute, floater or vacation replacement employee who has been employed either by the Employer or by the janitorial contractor performing bargaining unit work for the Employer for more than twelve (12) consecutive months shall have contributions made on his/her behalf.

ARTICLE XV HEALTH AND WELFARE - PENSION DELINQUENCIES

Section 1. The Employers recognize the necessity of making prompt Health and Welfare and Pension contributions to preserve the benefit standing of employees and ensure adequate funding of benefits. If an Employer remains delinquent in making payments to either the Welfare Fund or the appropriate Pension Trust for a period of 10 days after written notice of delinquency is given to the building and the Association, or refuses to produce payroll records in accordance with the payroll audit provisions of the Trustees' collection policy, the Union may strike the building to enforce such payments or production of records without regard to the no-strike clause in Article XVIII or the grievance and arbitration procedure provided in Article XIX. The delinquent Employer shall also be responsible for reimbursement to employees of wages lost because of any strike action taken by the Union under this Article.

Section 2. If the Trustees do not receive full amount of the Employer's required Welfare Fund or Pension Trust contribution and the accompanying remittance form by the dates set forth in Article XIII, Section 7 and Article XIV, Section 4 with respect to which contributions are due, the Employer will be required to pay, in addition to the amount of such contribution, interest and liquidated damages at the rates specified in the Trust Agreements on the unpaid amount, as well as accountants' and attorneys' fees and court costs, if any, incurred in effecting collection. The Employer acknowledges receipt of the Trust Agreements and represents to the Union and the Funds that it has read the interest and liquidated damages provisions and that the liquidated damages provision is a reasonable approximation of damages to the Funds which are difficult to ascertain. Employer further acknowledges that any right of the Trustees to waive interest or liquidated damages pursuant to the collection policy described in Section 3, below, shall not modify the Employer's agreement that the maximum liquidated damages specified in the Trust are reasonable approximation of actual damages under all circumstances where the Employer is delinquent.

Section 3. Employer acknowledges that the Trustees of the Funds have the Fiduciary obligation under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") to ensure prompt collection of Employer contributions and the resolution of delinquencies through the use of payroll audits and other enforcement procedures. Accordingly, the Employer hereby irrevocably designates as its representatives the Trustees named Employer Trustees of the Funds and their successors in connection with the adoption, amendment and administration of a collection policy setting forth payroll audit and collection procedures in accordance with the terms and conditions of ERISA prohibited transaction class exemption 76-1. Employer hereby consents to and agrees to be bound by the provisions of such collection policy, as amended, as though fully set forth in this Agreement.

ARTICLE XVI SENIORITY

Section 1. The term "seniority" shall mean the length of service of a regular employee in a building; provided that new employees shall be considered probationary employees for the first 45 calendar days of employment. During their probationary period, employees shall have no seniority and may be laid off or terminated at the sole discretion of the Employer and such action shall not be subject to the grievance procedure of this Agreement. An employee's seniority rights shall not be affected by a change of ownership or management of the building so long as said employee remains in the employ of the new owners or managers. The Employer agrees to notify the Union, in writing, promptly upon the consummation of any change in the ownership or management of the building. Seniority shall not be broken except by discharge for cause, resignation or layoff for more than one year (two years in the case of employees with ten or more years of service). The Employer shall post a seniority list in each building in a place accessible to all employees. Said list shall contain the names of all employees who have seniority as provided for herein and their respective seniority date; and shall be updated quarterly including a date prior to vacation scheduling. A copy of the seniority list shall be made available to the Union upon request.

Nothing contained in this Agreement shall be deemed to restrict the Employer's right to temporarily assign employees among two or more buildings covered by collective bargaining agreements with the Union to which the same employer is signatory; provided, that such temporary assignments shall have no effect upon the employee's seniority, and employees shall, during the period of such temporary assignments, continue to retain and accrue seniority and benefit eligibility as if they had not been temporarily assigned; provided further that such temporary assignment shall not be used for vacation replacement purposes during the months of May through September.

Section 2. When it becomes necessary to reduce the working force, the last person hired shall be laid off first provided the employees to be retained have the ability to be trained to perform the available work; and if the working force thereafter be increased, employees with seniority shall be recalled in the reverse order in which they were laid off, subject to the employee's qualifications to perform the work for which they are being recalled. The Employer shall give not less than one (1) week's notice of recall in writing to the employee's last known address. A failure to report for work prior to expiration of such notice period shall result in the loss of all seniority rights under this Agreement. No notice of recall need be given in cases where the Employer and the Union agree to waive notice because it is apparent to them the particular employee will not return.

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

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

Section 5. Union stewards shall have super-seniority for purposes of layoff and recall under Section 2 of this Article.

ARTICLE XVII LEAVES OF ABSENCE

Section 1. The Employer shall grant a leave of absence in writing because of illness or disability, substantiated by medical approval, upon the following schedule: under one year seniority, no leave; one year to three year's seniority, six months' leave; three years to five year's seniority, nine months' leave; after five years seniority, one year leave. By agreement between the Employer and the Union, employment of an employee on such leave of absence may be terminated. Upon return from such leaves, the employee shall return to the assignment previously being performed by the employee or in the event such assignment no longer exists, a substantially comparable position.

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

Section 3. An employee selected to represent the Union at conventions, conferences, collective bargaining, grievance and arbitration proceedings or for other Union business shall be granted a leave of absence for the period required to fully carry out said business.

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

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

ARTICLE XVIII STRIKES, LOCKOUTS, PICKETING

Section 1. During the term of this Agreement, there shall be no strikes, lockouts or picketing, nor shall there be any demonstrations or rallies of any kind inside any building, nor shall there be any handout or distribution of handbills or leaflets of any kind in any areas of the buildings, except janitorial break rooms, without the Employer's consent.

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

(a) The Union has not authorized or instigated the strike, work stoppage or picketing,

(b) The Union promptly denounces such strike, work stoppage or picketing and makes an earnest effort to terminate the same within a period of five days.

Section 3. Refusal of any employee to cross a picket line established or maintained by a recognized labor organization shall not be grounds for discharge or disciplinary action.

ARTICLE XIX GRIEVANCE PROCEDURE AND ARBITRATION

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

STEP I

The aggrieved employee, accompanied by the steward, if the employee desires, shall consult with the employee's foreman or immediate supervisor. If a group of employees are involved in the grievance, the steward shall represent the employees. In any event, since it is in the best interest of all concerned that a grievance be promptly and expeditiously resolved, an aggrieved employee and/or the steward of the employee or employees involved, shall present such grievance as soon as reasonably possible following the event which gives rise to its occurrence, or after such employee and/or the steward of the employee or employees involved first acquired knowledge concerning such event.

STEP II

If the matter is not settled in the first step and the Union wishes to further pursue it, the grievance shall be reduced to writing and presented to the building manager and, where applicable, the contractor within thirty (30) calendar days following the event which gave rise to its occurrence or after the employee or employees involved first acquired knowledge concerning such event. The foreman or immediate supervisor, together with the aggrieved employee, the steward, and a Union Representative shall discuss the grievance with the building manager and the contractor. The building manager or contractor shall give his or her written answer within fifteen (15) calendar days after receipt of the written grievance.

STEP III

If the matter is not settled in the second step and the Union wishes to further pursue it, the Union shall, within fifteen (15) calendar days following its receipt of the building manager's or contractor's written answer, present the Association with a written request that the grievance be referred to a Labor-Management Committee comprised of three members of the Association's Labor Relations Committee and three representatives of the Union, which shall meet once each month at an established time and place. The Labor-Management Committee shall meet with the grievant (if requested by the Union), the building manager and, where applicable, the contractor and endeavor to resolve the matter in a way acceptable to the Association and the Union.

Unreasonable Workload Grievances. If they are not resolved in Step II within seven (7) calendar days following their presentation, grievances protesting disciplinary action because of failure to perform assigned work which allege that such failure was caused by the imposition of an unreasonable work load in violation of Article XI, Section 7 may be appealed by the Union to a Special Workload Committee comprised of two members of the Association's Labor Relations Committee and two representatives of the Union. The Special Workload Committee shall meet promptly with the grievant, the building manager and, where applicable, the contractor and endeavor to resolve the matter in a way acceptable to the Association and the Union. If the Special Workload Committee does not resolve the grievance at this meeting, the Union may demand that the matter be arbitrated, in the manner set forth in Section 2 of this Article.

Section 2. If the matter is not resolved in the third step and the Union wishes to further pursue it, the Union shall, within thirty calendar (30) days after the grievance was advanced to the third step, serve a written demand for arbitration upon the Employer or, where applicable, the contractor. The grievance shall thereafter be submitted to an arbitrator who shall be selected by mutual agreement of the Employer or, where applicable, the contractor and the Union from the following panel (which may be added to hereafter upon agreement of the parties);

EDWIN BENN
LISA SALKOVITZ KOHN
SINCLAIR KOSSOFF
ARTHUR MALINOWSKI

ROBERT McALLISTER
ROBERT PERKOVICH

If the parties are unable to agree upon any one of the foregoing arbitrators, the parties shall alternately, strike one name from said list, and the last remaining name shall be the arbitrator selected to hear and decide the grievance. The compensation of the said arbitrator shall be paid one-half by the Employer or, where applicable, the contractor and one-half by the Union.

Section 3. The award or decision of the arbitrator shall be final and binding upon the Employer and employee(s) involved, and the Union. The arbitrator shall not have the authority to add to, subtract from or alter the provisions of this Agreement.

Section 4. If any Employer who is a party to this Agreement refuses to abide by an arbitration award made under this Article or refuses to abide by a written decision signed by representatives of the Employer and the Union which resolves any difference or dispute arising under this Agreement, the Union shall be relieved from the obligation of Article XVIII as to such Employer.

Section 5. Grievances which are not presented or appealed within the time limits set forth in Sections 1 and 2 shall be considered withdrawn and abandoned. If there is not a timely answer to a grievance by the building manager or contractor in the second step of the grievance procedure, the grievance shall be automatically advanced to the third step.

ARTICLE XX JOINT COMMITTEE ON SAFETY AND SECURITY

The Employer and the Union share a concern for the personal safety of janitorial employees during their work time in the buildings and in their travel to and from their work. Accordingly, a Joint Committee on Safety and Security is established consisting of three (3) members from the Union and three (3) members from the Association.

Such Joint Committee will work in cooperation with appropriate, City, County, State and Federal agencies n an effort to improve the security of employees during their travel to and from work and within particular buildings, in an effort to improve the security of employees at work, and to improve the relationship between Employers and the Union in dealing with problems of safety and security.

ARTICLE XXI JANITORIAL CONTRACTORS

The Employer, during the life of this Agreement, shall not contract for all or any part of the work being performed by employees in the bargaining unit covered by this Agreement unless all employees currently employed shall be employed by any contractor or subcontractor as a condition of any contract or subcontract granted or permitted by the Employer; provided, however, that the Employer's chosen contractor shall have the right to establish and apply reasonable employment criteria and decline to employ any individual who fails to meet such criteria; and provided further that the Employer's chosen contractor shall have the right to adjust employee work assignments and/or reduce the working force to reflect changes in cleaning specifications and occupancy within the building and/or to accomplish legitimate operating efficiencies, so long as (1) such changes or adjustments have been approved by the Employer; (2) such changes or adjustments do not result in the imposition of unreasonable work loads upon the employees of the contractor working in the building; and (3) the Union is given at least 10 days prior written notice of any planned reduction in the working force; and the Union agrees that, where such conditions have been met, it shall not attempt to bar or limit the exercise of such rights by the Employer's chosen contractor in the building covered by this Agreement.

If the Employer shall, during the life of this Agreement, contract for all or any part of the work being performed by employees in the bargaining unit covered by this Agreement, it shall include in its agreement with the contractor a provision binding the contractor to observe the economic terms and conditions of this Agreement such as wages, hours and fringe benefits, and the making of reasonable arrangements to guarantee the payment of contributions due by such contractor to the Health & Welfare and Pension Funds.

Grievances alleging that a contractor is not faithfully observing such terms of this Agreement shall be processed in accordance with Article XIX of this Agreement. If it is determined by the committee in the third step or in subsequent final adjudicative proceedings between the Union and the contractor that the grievance is well founded and the contractor thereafter refuses to implement the remedy imposed, the contract between the contractor and the Employer shall be terminated within sixty (60) calendar days after written notice by the Union to the Employer.

ARTICLE XXII MULTI-PURPOSE BUILDINGS

In buildings used for more than one purpose, this Agreement shall apply only to janitorial employees who are employed in the office building portion of such building.

ARTICLE XXIII UNION ACTIVITIES IN BUILDINGS

Section 1. The Employer shall permit the posting of Union bulletins in janitorial quarters and shall permit Union stewards reasonable freedom to perform their duties during working hours. Duly accredited representatives of the Union shall have reasonable access to timecards or sign in sheets for the current day applicable to employees covered by this Agreement.

Section 2. Duly accredited representatives of the Union may enter the building of the Employer during the working hours to observe working conditions and to confer with the employees under circumstances that are not disruptive to working schedules. When a Union Business Representative enters a building after normal business hours, he or she will register and identify himself or herself to building security, abide by security rules and contact the night supervisor. In the event the supervisor cannot be contacted and twenty (20) minutes have elapsed, the representative of the Union may proceed to confer with an employee or employees.

ARTICLE XXIV ELECTION TO ADOPT OR WITHDRAW FROM CONTRACT

Regular members of the Association, other than those listed in Schedule "A" who, at the effective date or during the term hereof, elect to adopt this Agreement, shall notify the Association to that effect. It is understood that any Employer may be a party to this Agreement with respect to the building or buildings designated by said Employer without obligation on the part of said Employer as to any other building owned, managed or controlled by it. Notice of election to adopt this Agreement shall be made by members of the Association in writing and the Association in turn shall notify the Union. Such notice shall state the name and location of the building to which the election applies and the name of the Employer. In like manner, the Association shall notify the Union when any building ceases to be represented in the regular membership of the Association.

Withdrawal from membership in the Association does not release the building from its obligations under this Agreement. If any building, which is paying its employees wages higher than those provided in this Agreement, desires to adopt same, it shall not reduce such higher wages during the life of this Agreement.

ARTICLE XXV JURY SERVICE

The Employer shall compensate the employee for the difference between the pay which such employee would normally receive, excluding overtime, and the amount received for jury service.

ARTICLE XXVI MISCELLANEOUS PROVISIONS

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

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

Section 3. This Agreement shall be construed as divisible as to each building and the failure of any building to abide by the terms hereof shall not operate to terminate this Agreement as to any other building. No breach of this Agreement by an Employer shall operate to subject the Association or any other Employer to any legal liability.

Section 4. Neither the Employer nor the Union will discriminate against applicants or employees with regard to employment, tenure or any other term or condition of employment in violation of any applicable law. Employees and management representatives will be treated with respect and dignity by all parties to this Agreement.

Section 5. Although this Agreement states essential provisions covering wages, hours and working conditions applicable to all covered employees and buildings (Employers), it does not state each privilege, rule of the shop or working condition which employees in a particular building have enjoyed under the prior agreement or the particular working conditions actually in effect in each such building. The current Employer shall not use this Agreement as a reason for reducing or eliminating a beneficial working condition, rule of the shop or privilege, but the union shall not oppose any reasonable reduction or elimination of same.

ARTICLE XXVII DURATION - REOPENING

This Agreement becomes effective April 7, 2003 and shall remain in full force and effect through April 9, 2006. For its duration, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining, whether or not mentioned herein, except that this Agreement may be reopened for the limited purpose of making such changes as are required by the Employee Retirement Income Security Act as subsequently construed by courts or appropriate governmental agencies.

Executed at Chicago, Illinois this ____ day of _____, 2003.

BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO

Katherine K. Scott
President

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1, AFL - CIO

Thomas Balanoff
President

LETTER OF AGREEMENT BETWEEN
BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1, AFL-CIO
JANITORIAL EMPLOYEES

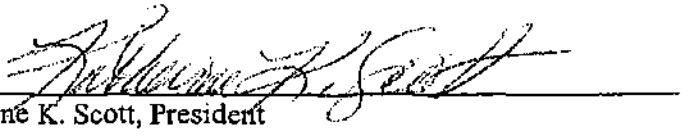
This Letter of Agreement is made and entered into this ___ day of _____, 2003, by and between BUILDING MANAGERS ASSOCIATION OF CHICAGO ("BOMA/Chicago") and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1, AFL-CIO ("Local 1").

BOMA/Chicago and Local 1 are parties to a collective bargaining agreement effective April 7, 2003 through April 9, 2006, covering janitorial employees employed by certain member buildings of BOMA/Chicago (the "Janitorial Agreement"). By this Letter of Agreement BOMA/Chicago and Local 1 acknowledge their understandings and agreements, reached during the course of negotiations, regarding the interpretation and application of the agreed-upon amendment to Article XXI of the Janitorial Agreement providing that an Employer's chosen contractor "shall have the right to establish and apply reasonable employment criteria and decline to employ any individual who fails to meet such criteria."

BOMA/Chicago and Local 1 agreed that in those situations where the chosen contractor seeks to employ background checks to screen existing employees in the building, it may do so only if the background checks are requested by the building owner or manager and the Union is notified before the background checks are implemented. In addition, they agreed that if any employee is terminated as a result of such background checks, his or her termination will be subject to the grievance procedure.

Finally, BOMA/Chicago and Local 1 agreed that, while drug testing would be considered a reasonable criterion for initial employment under Article XXI, nothing contained therein would be deemed to permit the contractor to utilize recurring drug testing thereafter.

BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO



Katherine K. Scott, President

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1, AFL-CIO

Thomas Balanoff, President

SCHEDULE "A"

Section 1. The foregoing agreement in its entirety shall apply to the following member buildings:

10 NORTH DEARBORN STREET	10 N. Dearborn
10 SOUTH LASALLE STREET BUILDING	10 S. LaSalle St.
10 SOUTH RIVERSIDE PLAZA	10 S. Riverside Plaza
10 SOUTH WACKER	10 S. Wacker Dr.
10 WEST JACKSON BUILDING	10 W. Jackson Blvd.
100 NORTH LASALLE BUILDING	100 N. LaSalle St.
100 NORTH RIVERSIDE PLAZA	100 N. Riverside Plaza
100 WEST MONROE	100 W. Monroe St.
101 NORTH WACKER	101 N. Wacker Dr.
11 EAST ADAMS	11 E. Adams St.
111 WEST JACKSON BOULEVARD BUILDING	111 W. Jackson Blvd.
111 WEST MONROE STREET	111 W. Monroe St.
115 SOUTH LASALLE STREET	115 S. LaSalle St.
120 NORTH LASALLE STREET	120 N. LaSalle St.
120 SOUTH LASALLE BUILDING	120 S. LaSalle St.
120 SOUTH RIVERSIDE PLAZA	120 S. Riverside Plaza
120 WEST MADISON BUILDING	120 W. Madison St.
122 SOUTH MICHIGAN BUILDING	122 S. Michigan Ave.
123 NORTH WACKER	123 N. Wacker Dr.
125 SOUTH WACKER DRIVE	125 S. Wacker Dr.
135 SOUTH LASALLE STREET	135 S. LaSalle St.
14 EAST JACKSON	14 E. Jackson Blvd.
142 EAST ONTARIO BUILDING	142 E. Ontario St.
150 EAST HURON OFFICE TOWER	150 E. Huron St.
150 NORTH WACKER DRIVE	150 N. Wacker Dr.
155 NORTH WACKER DRIVE	155 N. Wacker Dr.
161 NORTH CLARK	161 N. Clark St.
175 WEST JACKSON BOULEVARD	175 W. Jackson Blvd.
180 NORTH LASALLE	180 N. LaSalle St.
180 NORTH MICHIGAN AVENUE BUILDING	180 N. Michigan Ave.
181 WEST MADISON	181 West Madison St.
19 SOUTH LASALLE	19 S. LaSalle St.
190 SOUTH LASALLE	190 S. LaSalle St.
191 NORTH WACKER DRIVE	191 N. Wacker Dr.
20 NORTH CLARK	20 N. Clark St.
20 NORTH MICHIGAN	20 N. Michigan Ave.
200 NORTH LASALLE	200 N. LaSalle St.
200 SOUTH WACKER DRIVE BUILDING	200 S. Wacker Dr.
200 WEST ADAMS	200 W. Adams St.
200 WEST JACKSON	200 W. Jackson Blvd.
200 WEST MONROE BUILDING	200 W. Monroe St.
203 NORTH LASALLE/LOOP TRANSPORTATION CENTER	203 N. LaSalle St.
205 NORTH MICHIGAN	205 N. Michigan Ave.
205 WEST RANDOLPH BUILDING	205 W. Randolph St.
205 WEST WACKER DRIVE BUILDING	205 W. Wacker Dr.
208 SOUTH LASALLE	208 S. LaSalle St.
209 WEST JACKSON BUILDING	209 W. Jackson Blvd.

211 EAST ONTARIO BUILDING	211 E. Ontario St.
211 WEST WACKER	211 W. Wacker Dr.
216 WEST JACKSON BOULEVARD	216 W. Jackson
222 NORTH LASALLE AT WACKER	222 N. LaSalle St.
222 SOUTH RIVERSIDE PLAZA	222 South Riverside Plaza
225 NORTH MICHIGAN	225 N. Michigan Ave.
225 WEST WACKER DRIVE	225 W. Wacker Dr.
225 WEST WASHINGTON BUILDING	225 W. Washington St.
230 WEST MONROE	230 W. Monroe St.
25 EAST WASHINGTON STREET	25 E. Washington St.
250 SOUTH WACKER DRIVE BUILDING	250 S. Wacker Dr.
28 EAST JACKSON BUILDING	28 E. Jackson Blvd.
29 EAST MADISON	29 E. Madison St.
29 SOUTH LASALLE BUILDING	29 S. LaSalle St.
30 NORTH LASALLE	30 N. LaSalle St.
30 NORTH MICHIGAN BUILDING	30 N. Michigan Ave.
30 SOUTH WACKER	30 S. Wacker Dr.
300 EAST RANDOLPH	300 E. Randolph
300 SOUTH RIVERSIDE PLAZA	300 S. Riverside Plaza
300 SOUTH WACKER	300 S. Wacker Dr.
300 WEST ADAMS BUILDING	300 W. Adams St.
303 EAST WACKER	303 E. Wacker Dr.
309 WEST WASHINGTON STREET	309 W. Washington St.
311 SOUTH WACKER DRIVE	311 S. Wacker Dr.
311 WEST MONROE STREET	311 W. Monroe St.
318 SOUTH MICHIGAN AVENUE BUILDING	318 S. Michigan Ave.
321 NORTH CLARK STREET	321 N. Clark St.
33 NORTH DEARBORN	33 N. Dearborn St.
33 NORTH LASALLE STREET BUILDING	33 N. LaSalle St.
33 WEST MONROE BUILDING	33 W. Monroe St.
330 SOUTH WELLS BUILDING	330 S. Wells St.
332 SOUTH MICHIGAN	332 S. Michigan Ave.
333 NORTH MICHIGAN AVENUE BUILDING	333 N. Michigan Ave.
333 WEST WACKER	333 W. Wacker Dr.
35 EAST WACKER DRIVE BUILDING	35 E. Wacker Dr.
35 WEST WACKER DRIVE	35 W. Wacker Dr.
39 SOUTH LASALLE BUILDING	39 S. LaSalle St.
401 NORTH MICHIGAN AVENUE	401 N. Michigan Ave.
444 NORTH MICHIGAN	444 N. Michigan Ave.
500 NORTH MICHIGAN	500 N. Michigan Ave.
500 WEST MONROE	500 W. Monroe St.
515 NORTH STATE	515 N. State St.
525 WEST MONROE	525 W. Monroe St.
541 FAIRBANKS	541 N. Fairbanks Ct.
547 WEST JACKSON BOULEVARD	547 W. Jackson Blvd.
55 EAST MONROE BUILDING	55 E. Monroe St.
55 WEST MONROE	55 W. Monroe St.
55 WEST WACKER	55 W. Wacker Dr.
550 WEST JACKSON BUILDING	550 W. Jackson Blvd.
550 WEST WASHINGTON	550 W. Washington
555 WEST MONROE	555 W. Monroe

625 NORTH MICHIGAN	625 N. Michigan Ave.
633 ST. CLAIR	633 St. Clair Place
645 NORTH MICHIGAN	645 N. Michigan Ave.
65 EAST WACKER PLACE	65 E. Wacker Pl.
676 NORTH MICHIGAN AVENUE	676 N. Michigan Ave.
77 WEST WACKER BUILDING	77 West Wacker Dr.
8 SOUTH MICHIGAN	8 S. Michigan Ave.
820 WEST JACKSON	820 W. Jackson
840 SOUTH CANAL	840 S. Canal St.
900 NORTH MICHIGAN	900 N. Michigan Ave.
919 NORTH MICHIGAN	919 N. Michigan Ave.
ABC, STATE LAKE BUILDING	190 N. State St.
ABN-AMRO SERVICE CENTER	5515 N. East River Rd.
AMERICAN DENTAL ASSOCIATION	211 East Chicago Ave.
AT&T CORPORATE CENTER	227 W. Monroe St.
BANK ONE CORPORATE CENTER	131 S. Dearborn
BANK ONE PLAZA	21 S. Clark
BELL FEDERAL BUILDING	79 W. Monroe St.
BORG-WARNER BUILDING	200 S. Michigan Ave.
BRITANNICA CENTRE	310 S. Michigan Ave.
BROOKS BUILDING	223 W. Jackson Blvd.
BURNHAM CENTER	111 W. Washington St.
CANAL CENTER	801 S. Canal St.
CHICAGO BOARD OF TRADE	141 W. Jackson Blvd.
CHICAGO SYMPHONY ORCHESTRA	220 S. Michigan Ave.
CHICAGO UNION STATION BUILDING	210 S. Canal St.
CITICORP CENTER	500 W. Madison St.
CIVIC OPERA BUILDING	20 N. Wacker Dr.
CNA PLAZA-SOUTH	333 S. Wabash Ave.
COLUMBIA COLLEGE	600 S. Michigan Ave.
CONGRESS CENTER	525 W. Van Buren
COOK COUNTY ADMINISTRATION BUILDING	69 W. Washington St.
CROSSROADS CENTER AT O'HARE	8501 W. Higgins Road
DEARBORN PLAZA	20 W. Kinzie St.
DEPAUL UNIVERSITY-LOOP CAMPUS	25 E. Jackson Blvd.
DORAL MICHIGAN AVENUE	151 N. Michigan Ave.
ELEVEN SOUTH LASALLE	11 S. LaSalle St.
EPORT - 600 WEST CHICAGO AVENUE	600 W. Chicago Ave.
FINE ARTS BUILDING	410 S. Michigan Ave.
GENERAL GROWTH BUILDING	110 N. Wacker Drive
HAROLD WASHINGTON LIBRARY CENTER	400 S. State St.
HARTFORD PLAZA	100 S. Wacker Dr.
HARTFORD PLAZA II	150 S. Wacker Dr.
INLAND STEEL BUILDING	30 West Monroe St.
INTERNATIONAL TOWER	8550 W. Bryn Mawr Ave.
JOHN HANCOCK CENTER	875 N. Michigan Ave.
LAKE SHORE PLACE	680 N. Lake Shore Dr.
LAKESIDE TECHNOLOGY CENTER	350 E. Cermak
LASALLE-WACKER BUILDING	221 N. LaSalle St.
MAJESTIC	22 W. Monroe St.
MERCHANDISE MART	200 World Trade Center

METROPOLITAN BUILDING	134 N. LaSalle St.
MONADNOCK BUILDING	53 W. Jackson Blvd.
NBC TOWER	455 N. Cityfront Plaza Dr.
O'HARE PLAZA PHASE I	8725, 8735, 8745 W. Higgins Rd.
OLD REPUBLIC BUILDING	307 N. Michigan Ave.
OLYMPIA CENTRE	737 N. Michigan Ave.
ONE EAST WACKER DRIVE	One E. Wacker Dr.
ONE FINANCIAL PLACE	440 S. LaSalle St.
ONE IBM PLAZA	330 N. Wabash Ave.
ONE ILLINOIS CENTER	111 E. Wacker Dr.
ONE MAGNIFICENT MILE	980 N. Michigan Ave.
ONE NORTH FRANKLIN	One N. Franklin
ONE NORTH WACKER	One N. Wacker Dr.
ONE PRUDENTIAL PLAZA	130 E. Randolph Dr.
RICHARD J. DALEY CENTER	66 W. Washington St.
RIVER CENTER	111 N. Canal St.
RIVER EAST PLAZA	401 E. Illinois St.
ROBERT MORRIS CENTER	401 S. State St.
SANTA FE BUILDING	224 S. Michigan Ave.
SEARS TOWER	233 S. Wacker Dr.
SMURFIT - STONE CONTAINER BUILDING	150 N. Michigan Ave.
THE ADLAKE BUILDING	320 W. Ohio
THE APPAREL CENTER	350 N. Orleans St.
THE CHICAGO TEMPLE BUILDING	77 W. Washington St.
THE CLARK ADAMS	105 W. Adams St.
THE GAGE BUILDING	18 S. Michigan Ave.
THE GARLAND BUILDING	111 N. Wabash Ave.
THE MARQUETTE BUILDING	140 S. Dearborn St.
THE OLD COLONY BUILDING	407 S. Dearborn St.
THE ROOKERY BUILDING	209 S. LaSalle St.
THE TELEGRAPH BUILDING	427 S. LaSalle St.
THREE FIRST NATIONAL PLAZA	70 W. Madison St.
TWO FIRST NATIONAL PLAZA	20 S. Clark St.
TWO ILLINOIS CENTER	233 N. Michigan Ave.
TWO NORTH LASALLE	2 N. LaSalle St.
TWO NORTH RIVERSIDE PLAZA	2 N. Riverside Plaza
U S G BUILDING COMPLEX	222 W. Adams St.
UNION TOWER	550 W. Van Buren St.
WATER TOWER PLACE	845 N. Michigan Ave.
WRIGLEY BUILDING	400-410 N. Michigan Ave.

The parties hereto acknowledge that this Schedule A forms a part of the Agreement between the Association and the Union executed at Chicago, Illinois this __day of _____, 2003.

BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO

Katherine K. Scott
President

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1, AFL-CIO

Thomas Balanoff
President