

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**INTERNATIONAL UNION OF OPERATING
ENGINEERS**



LOCAL 68-68A-68B, AFL-CIO

AND

ISS FACILITY SERVICES

**SITES: THE TECHNOLOGY CENTER OF NEW JERSEY
U.S. Highway #1, North Brunswick, NJ
&
NJ HEADQUARTERS BLDG. IN TRENTON
Trenton, NJ**

JUNE 01, 2018 - AUGUST 31, 2023

TABLE OF CONTENTS

| | | |
|---------------|---|---------|
| Article I | Recognition..... | Page 03 |
| Article II | Union Security | Page 03 |
| Article III | Management Rights | Page 04 |
| Article IV | Discipline of Employees | Page 04 |
| Article V | Business Rep..... | Page 05 |
| Article VI | Grievances & Arbitration | Page 05 |
| Article VII | Wages | Page 07 |
| Article VIII | Workweek, Workday, and OT | Page 07 |
| Article IX | Miscellaneous..... | Page 07 |
| Article X | No Strike - No Lockout..... | Page 08 |
| Article XI | Health & Welfare..... | Page 08 |
| Article XII | Dues Checkoff..... | Page 09 |
| Article XIII | Savings Provision | Page 09 |
| Article XIV | Non-Discrimination | Page 10 |
| Article XV | Vacation | Page 10 |
| Article XVI | Holidays..... | Page 12 |
| Article XVII | Pension Fund..... | Page 13 |
| Article XVIII | Education Fund..... | Page 13 |
| Article XIX | Special Employees Assistance Welfare Fund | Page 13 |
| Article XX | Fund Delinquency | Page 13 |
| Article XXI | Layoffs..... | Page 14 |
| Article XXII | Job Posting & Promotions | Page 14 |
| Article XXIII | Political Action Committee Checkoff | Page 15 |
| Article XXIV | Successors and Assigns..... | Page 15 |
| Article XXV | Duration..... | Page 16 |

A G R E E M E N T, dated June 01, 2018 between **ISS FACILITY SERVICES** located at **1221 Avenue of the Americas, Level C2, New York, NY 10020** (hereinafter referred to as the "Employer") and **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B**, affiliated with the **AFL-CIO**, 11 Fairfield Place, West Caldwell, NJ 07006 (hereinafter referred to as the "Union").

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the bargaining agent in New Jersey for employees performing the following enumerated work at:

THE TECHNOLOGY CENTER OF NEW JERSEY
U.S. Highway #1, North Brunswick, NJ
&
NJEDA HEADQUARTERS BLDG. IN TRENTON
Trenton, NJ

within the jurisdiction of the Union covered by this Agreement and shall only be performed by covered employees who shall perform the following functions including but not limited to cleaning, vacuuming, shampoo carpet, strip floors and be responsible for the overall cleanliness and upkeep of the facility.

ARTICLE II - UNION SECURITY

All covered employees, ninety (90) days after employment, shall, as a condition of continued employment, become and remain members in good standing with the Union. Membership in good standing shall mean the payment of standard Union dues.

Any additional employees hired shall, as a condition of employment, apply for membership on the ninety-first (91st) day of employment.

For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

New employees shall be considered probationary for a period of ninety (90) days from the date of employment excluding time lost for sickness and other leaves of absence. Probationary employees may be discharged at will during the initial or extended probationary

period and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III - MANAGEMENT RIGHTS

The Union recognizes the rights of management to exercise exclusive control over its operations, including, but not limited to, the right to establish work assignments; hire, promote, suspend, discipline, transfer or discharge for just cause; relieve employees from duty because of a lack of work, or other proper reason; schedule hours or require overtime work; direct the performance of all duties required of the Employer by the management of the building. Nothing in the foregoing shall be deemed to limit the Employer, in any way, in the exercise of the regular functions and responsibilities of management, unless such functions and responsibilities are contrary to the express provision of this Agreement. The Employer's not exercising rights hereby reserved to it, or it's exercising them in a particular way, shall not be deemed a waiver of said rights.

Under the terms of the contract with the New Jersey Economic Development Authority, the Project Manager may require dismissal from work of any employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population. If so required, management will have the right to dismiss any employee identified as such.

As required by the contract with the NJEDA, all employees will be required to have a criminal check and/or be investigated during the term of the contract. Employees will be required to provide name, address, and social security number to facilitate such a background check, at no cost to the employee.

The provisions of this paragraph shall, at all times, be subject to the express provisions of this Agreement.

ARTICLE IV - DISCIPLINE OF EMPLOYEES

The Employer retains the right to reject any job applicant referred by the Union or not, and to discipline or discharge any employee for just cause.

The assignment, re-assignment, promotion, and disciplining of all employees is herein recognized as a function of the Employer, subject to the provisions of this Agreement.

Employees who have not received a written warning or reprimand for a period of one (1) year prior to the execution of this Contract shall not have prior written warnings or reprimands for minor infractions held against them for disciplinary reasons. They shall, however, remain a part of their personnel file. The personnel file of the individual employee shall be made available to the employee upon reasonable request.

ARTICLE V - BUSINESS REPRESENTATIVE

The duly authorized Business Representative or Officer of the Union shall be permitted to enter the premises during all working hours for the purpose of adjusting complaints or ascertaining whether Union standards are maintained, and whether this Agreement is being performed. The Union will give reasonable notice (*i.e.*, 24 hours advance notice to the President or Vice President of the Employer, or their designee) to the Employer of such meeting, which shall be at a reasonable time. The meeting shall not interfere with the work of any employee. The Union shall comply with any rules set forth by the owner of the premises.

ARTICLE VI - GRIEVANCES & ARBITRATION

1. All timely grievances arising between the Parties hereto, unless otherwise stipulated herein, involving questions of interpretation, or application of any clause in this Agreement, or in any acts, conduct or relations between the Parties, directly or indirectly, which arise out of this contract, shall be resolved by utilization of the following method:

(a) The employee represented by the shop steward, shall first attempt to resolve his/her grievance with the department head within seven (7) calendar days.

(b) In the event the grievance is not resolved at Step (a) above, the employee must file a written grievance with the Union. Said written grievance shall be submitted for resolution to the Employer's Labor Relations Representative no later than seven (7) calendar days after what is outlined in Step 1(a). Non-disciplinary grievances must be filed within thirty (30) calendar days of the event giving rise to the grievance. If not otherwise resolved, the Employer shall conduct a meeting to resolve the grievance within fourteen (14) calendar days of the receipt of

the grievance at the Employer's main office unless said time period is mutually extended by the Parties. A decision will be rendered to the Union within seven (7) calendar days of the date of the meeting.

2. Within seven (7) calendar days of the Employer's decision in Step 1(b), either party may request a resolution conference with the other party. The resolution conference must be held within ten (10) calendar days of the request. Representatives from both parties who are designated to attend the resolution conference must have authority to resolve the dispute.

3. If the dispute is not resolved at either the meeting or the resolution conference, timely grievances may be submitted to arbitration. A request must be submitted to the American Arbitration Association (A.A.A.) with a copy to the Employer in writing within fourteen (14) calendar days of the Employer's decision or the resolution conference, whichever is later. During the fourteen (14) day period the parties may agree to use a mutually selected arbitrator.

4. If the parties are unable to agree to an arbitrator with the time period referenced in Section 3 above, they will request a panel from the A.A.A. and will attempt to select an arbitrator within ten (10) calendar days of receipt of the panel. If unsuccessful, the parties will request a second and final panel of seven (7) arbitrators. During the last selection process, the parties will alternately strike arbitrators' names, via telephone, and the last name remaining shall be designated the arbitrator.

5. The cost of the arbitrations will be borne equally by the Union and the Employer.

6. The arbitrator shall have no authority to alter, amend, add to, subtract from, or otherwise change the terms and conditions of this Agreement.

7. The decision and award of the arbitrator shall be final and binding on the Parties.

8. For payroll errors, the Employer shall be liable for a period not to exceed two (2) years from the date of grievance.

9. Failure to meet the time limits contained in this Article shall cause the grievance to be irrevocably resolved against the Party missing the time limit, unless both parties mutually agree to an extension of the time limits.

10. In any disciplinary case, evidence of comparative treatment of employees shall be inadmissible for the purpose of challenging the propriety of discipline imposed.

ARTICLE VII – WAGES

Effective July 25, 2017, all employees shall be entitled to the current State of New Jersey prevailing wage rate determined by the State Building Services Contract Act NJSA 34.11-56.58 et seq. under the janitor classification), which is updated every six (6) months. The Employer will issue a copy of each successive "Prevailing Wage Rate Determination" to the Union for review, prior to implementation of the new rate(s).

ARTICLE VIII - WORK WEEK, WORK DAY, OVERTIME

The work week at the Trenton site shall consist of five (5) consecutive days for all four (4) hour employees. The work day shall consist of four (4) paid hours, for all regularly scheduled employees.

The work week at the North Brunswick site shall consist of five (5) consecutive days for all six (6) hour employees. The work day shall consist of six (6) paid hours, for all regularly scheduled employees.

Employees called into work before their shift has started or called at home to come back to work shall be guaranteed four (4) hours pay plus one (1) additional hour at the regular hour rate.

Time and one-half (1 1/2) shall be paid for all time worked in excess of forty (40) hours in any week. Holiday pay, vacation pay, and one (1) day bereavement pay shall count as time worked for the purpose of overtime calculations.

There shall be no pyramiding of overtime or premium pay for the same hours worked.

The Employer shall schedule and change shifts; provided, such schedule is not unreasonable. Employees shall be notified of any changes in the shift schedules, excluding emergencies, one (1) week prior to such shift changes.

ARTICLE IX - MISCELLANEOUS

A. All employees shall be of neat appearance and fully dressed in uniforms furnished by the Employer.

B. Should any employee with at least five (5) years of consecutive employment at The Technology Center of New Jersey, through extended illness be compelled to be laid off,

he/she shall, after recovery and subject to a declaration of fitness to work by the Employer's doctor, receive his/her former position, as long as he/she has not been out for over six (6) months.

C. Employees under this Agreement shall give at least one (1) week's notice of intention to leave their position. If a satisfactory substitute is found previous to the expiration of one (1) week, he/she may then leave his/her position, with the Employer's permission, at such time as the substitute is on the job. Any employee who does not give such notice or does not stay the week, unless permission is given by the Employer as above, shall not be entitled to accrued vacation pay, or any other benefits.

D. The Employer shall give all permanent employees one (1) week's notice before layoff or one (1) week pay in lieu thereof; providing Employer is notified sufficiently, in advance, by its customer to be able to give such notice.

Layoffs shall only include cut-backs in permanent personnel, not resignation by employees, nor termination by Employer, whether or not for cause, nor layoffs of temporary employees hired as such.

E. Employees required to work in a higher classification for a minimum of four (4) hours in one day shall be compensated accordingly.

ARTICLE X - NO STRIKE - NO LOCKOUT

During the life of this Agreement, there shall be no strike, or other like interference, with the Employer's business, and there shall be no lockout on the part of the Employer. This clause shall not apply to cases in which the Employer, within a reasonable time, fails to pay pension or welfare contributions required by this Agreement.

It is the intention of the parties that all disputes will be resolved, as per Article VI, Grievances and Arbitration.

ARTICLE XI - HEALTH, WELFARE

All employees who are regularly scheduled to work at least thirty (30) hours per week, shall be entitled to be covered by the Employer's single coverage health plan after the

completion of ninety (90) days of employment at no cost to the employee. If an employee elects to extend coverage to the Employer's Family Plan, such additional cost shall be borne by the employee.

Employees who work less than the thirty (30) hour per week threshold, to the extent and amount provided for by the applicable Prevailing Wage Order, will receive hourly health care stipend payments set forth in the applicable Wage Order.

ARTICLE XII - DUES CHECKOFF

The Union does hereby authorize the Employer, and the Employer does hereby agree, to deduct monthly dues and initiation fees due the Union from each employee covered by this Agreement from wages due the employee. The Employer undertakes this obligation, provided that the employee signs an authorization, in accordance with the provisions of existing law. The Employer shall forward such deductions to the duly authorized officer of the Union with the names of the employees for whom the deductions were made, no later than the 15th day of the month following such deductions.

The Union hereby agrees to indemnify the Employer and hold it harmless from all claims, damages, costs, fees, or charges of any kind, which may arise out of the honoring by the Employer of dues or fees deduction authorizations, in accordance with the first paragraph of this Article, and the transmitting of such deducted dues or fees to the Union.

The Employer will remit to the Union all deducted dues monies no later than the 15th of the month next following the month for which dues are deducted. If dues remittances have not been received by the Union in full within 30 days from the 15th of the month for which the dues were deducted, then following written notice and an additional ten (10) day opportunity to cure, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Employer did not remit deducted dues payments to the Union within the timeframes set forth above without just cause, the Arbitrator shall award interest, 20% of the delinquent amount to the Award as liquidated damages, and shall hold the Employer liable for the full cost of the Arbitration, including the Union's attorney fees.

ARTICLE XIII - SAVING PROVISION

If any provisions of this Agreement shall be held or declared to be illegal, or of no legal effect, then said provisions shall be deemed null and void without affecting the remaining provisions of this Agreement.

ARTICLE XIV - NON-DISCRIMINATION

In a desire to restate their respective policies, neither the Employer, nor the Union, shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age or national origin.

ARTICLE XV - VACATION

Effective as of the date of this Agreement, all employees covered by the terms of this Agreement who have completed their ninety (90) day probationary period are eligible for accruing vacation in accordance with the "New Jersey Building Service Contracts Act".

Vacation time shall be calculated by the employee's length of service back to the original date of hire at the EDA Tech Center with the current, and or, predecessor contractor performing the work at the location(s) per Article I of this Agreement. Effective October 4, 2010, employees are entitled to the following vacation benefit after completion of the following years of service:

| <u>Length of Service</u> | <u>Vacation Time</u> |
|---------------------------------|-----------------------------|
| 1 Year | 2 Weeks |
| 5 Years | 3 Weeks |
| 15 Years | 4 Weeks |

Days accumulated in the vacation account are to be used for vacation, sick time and/or floating holidays, and are provided with full pay and benefits. Employees shall give the Employer a minimum of two (2) weeks notice for vacation requests. Such request will not be unreasonably denied, however, in the event two (2) or more employees request the same time off, seniority shall prevail. In cases where the Employer has ample notice to have coverage, such request will not be unreasonably denied.

A maximum of two vacation days per year may be used as sick days and/or floating holidays. Vacation days may be used with less notice provided the Employer approves the time off.

Request for use of two (2) vacation days for use as sick days and/or floating holidays will not be unreasonably denied by the Employer.

Vacation days expire 12 months after being credited to the employee's account. Therefore, vacation days must be used prior to their expiration. A maximum of five (5) vacation days may be used at one time.

Should a holiday occur during an employee's vacation period, he/she shall receive, at the Employer's discretion, an additional day off, in lieu of the holiday, either at the beginning or the end of the vacation period.

The basic employee vacation group involved and the number of people within each of these groups to be on vacation at any particular time during the entire calendar year will be determined by the Employer. Choice of vacation periods within each group shall be in order of seniority, based upon length of service with the Employer.

Any employee who has completed at least one (1) year of service with the Company, who is required to report for official jury service with the State during normal scheduled work hours, shall receive his/her straight time compensation less the amount received for jury service, after service, up to a maximum of ten (10) working days per calendar year. If an employee is not required to report to jury duty during normal scheduled work hours, he/she must report to work, or if he/she is released before serving two (2) hours or less day, the employee must report back to work within a reasonable amount of time after being released.

An employee shall be granted reasonable time off at the standard rate (not to exceed one [1] day) for absence on account of death to his/her spouse, son, daughter, mother, father, sister, brother, mother-in-law or father-in-law. Time off with compensation shall be consistent with the relationship of the employee and his responsibility for making funeral arrangements, but shall not exceed one (1) day, per occurrence.

In the event of a scheduled or unscheduled absence of a bargaining unit employee, the Employer shall have the right to use a non-bargaining unit replacement for a period of time not to exceed ten (10) working days. Limit of ten (10) days may be exceeded if Union is unable to provide a qualified replacement.

The Employer agrees to supply the Union with a list of per diem employees to be utilized in accordance of the previous paragraph. In the event the per diem is utilized more than ten (10) consecutive days, these days shall count toward the probationary period should the per diem become a full time member of the bargaining unit. Per diem employees shall be paid the proper rate along with the fringe amount, but not entitled to health benefits under this Agreement.

ARTICLE XVI - HOLIDAYS

Effective October 4, 2010, employees shall be entitled to the current State of New Jersey prevailing wage holiday schedule determined by the "New Jersey State Building Services Contract Act".

A minimum of eleven (11) paid holidays per year:

| | |
|----------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr's Birthday | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

When the customer's employees work on a holiday, or the holiday falls on a Saturday or Sunday, and the customer grants its employees another holiday in lieu thereof, such substituted holiday shall be a substitute holiday for the Employer's personnel covered thereunder.

An employee who works on a holiday shall be paid at the rate of time and one-half (1 1/2) his/her basic rate of pay for all hours worked, in addition to the holiday allowance. No employee shall receive holiday pay, unless he/she has worked the scheduled day before and the scheduled day after the holiday.

If an employee is off on a holiday, he/she shall receive a regular day's pay for the holiday provided the employee must have worked the day preceding and the day subsequent to the holiday, unless such absence shall have been previously authorized or subsequently

approved by the Employer or was for illness of an employee, in which case, the Employer may request a doctor's note, or death in the immediate family of an employee.

ARTICLE XVII- PENSION FUND

The Employer shall contribute to the Local 68 Engineers' Pension Fund,

| | |
|--------------------|-----------------|
| Effective 9/01/18: | \$1.60 per hour |
| Effective 9/01/19: | \$1.70 per hour |
| Effective 9/01/20: | \$1.80 per hour |
| Effective 9/01/21: | \$1.90 per hour |
| Effective 9/01/22: | \$2.00 per hour |

The Employer agrees to continue to pay all funds on members to Local 68 Engineers' Pension Fund during negotiations, even though the Agreement should expire.

ARTICLE XVIII – EDUCATION FUND

The Employer shall contribute to the Local 68 Engineers' Education Fund the sum of twenty-five cents (\$0.25) per hour for all bargaining unit employees, excluding probationary employees.

ARTICLE XIX – SPECIAL EMPLOYEES ASSISTANCE WELFARE FUND

The Employer shall contribute to the Local 68 Engineers' Special Employees Assistance Welfare Fund, the sum of one dollar (\$1.00) per week for all bargaining unit employees, excluding probationary employees.

ARTICLE XX – FUND DELINQUENCY

The Employer will remit to the Funds Office all contributions no later than the 15th of the month next following the month for which the contributions are deducted. If funds remittances have not been received by the Union in full within 30 days from the 15th of the month for which the funds were deducted, then following written notice and an additional ten (10) day opportunity to cure, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Employer did not remit deducted funds payments to the Union within the timeframes

set forth above without just cause, the Arbitrator shall award interest, 20% of the delinquent amount to the Award as liquidated damages, and shall hold the Employer liable for the full cost of the Arbitration, including the Union's attorney fees.

ARTICLE XXI - LAYOFFS

In the event that it becomes necessary to lay off employees because of a lack of work, or to recall employees who have been laid off, the following factors shall be applied:

A. Seniority by Classification:

Employees who have service in more than one classification have the right to bump down into a previously held classification, based upon his/her previous seniority within that classification, at the wage rate set forth in Schedule "A" of their new classification.

B. Any employee previously laid off shall be recalled by seniority, provided:

1. He/she passes an Employer physical examination;
2. The period of layoff is not in excess of six (6) months; and
3. He/she reports to work when recalled within seven (7) days after receiving notification, by Registered Mail, at his/her last address, as recorded by the Employer.

ARTICLE XXII - JOB POSTING & PROMOTIONS

When a permanent vacancy occurs in any classification covered under this Agreement, the Employer shall post the job opening at least five (5) working days in advance of filling such a vacancy and shall notify any laid off employee with recall rights.

In filling such a vacancy, overall jobsite seniority shall prevail, if the necessary qualifications, as determined by the Employer, are substantially equal. If no qualified employee with jobsite seniority is found, then overall Union seniority shall prevail, if the necessary qualifications, as determined by the Employer, are substantially equal. If no qualified employee is found, the Employer shall have the right to fill the vacancy from any source.

ARTICLE XXIII - POLITICAL ACTION COMMITTEE CHECKOFF

The Employer agrees to deduct from each employee the sum of four dollars and thirty-three cents (\$4.33) per month (or \$52.00 per year) and to forward that amount to the Engineers' Political Action Committee, provided that such employee has first filed with the Employer an individual voluntary written authorization to make such deduction. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Engineers' Political Action Committee are not conditions of membership in the Union, nor of employment with the Employer, and the Engineers' Political Action Committee will use the money it receives to make political contributions and expenditures in connection with Federal, State and local elections.

ARTICLE XXIV - SUCCESSORS AND ASSIGNS

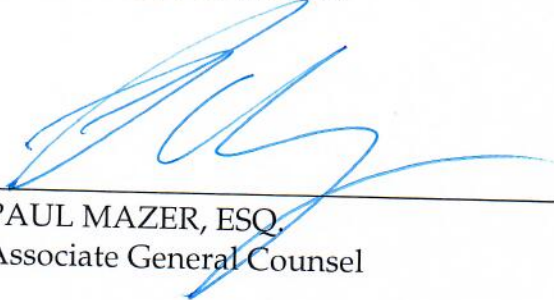
This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns and legal representatives.

ARTICLE XXV- DURATION

This Agreement shall be in full force and effect from June 01, 2018, to and including, August 31, 2023, and shall renew itself from year to year thereafter, unless, at least sixty (60) days prior to its termination, or the anniversary date thereafter, written notice to the contrary be given by either party hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ISS FACILITY SERVICES



PAUL MAZER, ESQ.
Associate General Counsel

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 68-68A-68B, AFL-CIO

THOMAS P. GIBLIN,
Business Manager

EDWARD P. BOYLAN,
President

RAYMOND SIMIONE
Recording Secretary

MICHAEL B. MC GLYNN
Business Representative

COLLECTIVE BARGAINING AGREEMENT

**BETWEEN
INTERNATIONAL UNION OF OPERATING
ENGINEERS**



LOCAL 68-68A-68B, AFL-CIO

AND

ISS FACILITY SERVICES

**Site: The Technology Center of NJ, No. Brunswick, NJ
&
The NJEDA Headquarters Bldg., Trenton, NJ**

APRIL 01, 2019 - OCTOBER 31, 2022

TABLE OF CONTENTS

| | | |
|---------------|---|---------|
| Article I | Recognition..... | Page 3 |
| Article II | Union Security..... | Page 3 |
| Article III | Management Rights | Page 4 |
| Article IV | Discipline of Employees | Page 5 |
| Article V | Business Representative | Page 5 |
| Article VI | Grievances and Arbitration..... | Page 5 |
| Article VII | Wages | Page 7 |
| Article VIII | Workweek, Workday, and OT..... | Page 7 |
| Article IX | Miscellaneous..... | Page 8 |
| Article X | No Strike - No Lockout..... | Page 9 |
| Article XI | Health & Welfare | Page 9 |
| Article XII | Dues Checkoff | Page 9 |
| Article XIII | Saving Provision | Page 10 |
| Article XIV | Job Openings | Page 10 |
| Article XV | Non Discrimination..... | Page 11 |
| Article XVI | Vacations..... | Page 11 |
| Article XVII | Holidays | Page 12 |
| Article XVIII | Pension Fund..... | Page 13 |
| Article XIX | Annuity Fund..... | Page 13 |
| Article XX | Education Fund..... | Page 13 |
| Article XXI | Special Employees Assistance Welfare Fund | Page 14 |
| Article XXII | Fund Delinquency | Page 14 |
| Article XXIII | Layoffs..... | Page 14 |
| Article XXIV | Political Action Committee Checkoff | Page 15 |
| Article XXV | Successors and Assigns..... | Page 15 |
| Article XXVI | Duration | Page 16 |

A G R E E M E N T, April 01, 2019 between **ISS FACILITY SERVICES, 81 Dorsa Avenue, Livingston, NJ 07039** (hereinafter referred to as the "Employer") and **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B, affiliated with the AFL-CIO, 11 Fairfield Place, West Caldwell, NJ 07006** (hereinafter referred to as the "Union").

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The Employer recognizes the Union as the bargaining agent in New Jersey for employees performing the following enumerated work at:

**THE TECHNOLOGY CENTER OF NEW JERSEY
U.S. Highway #1
North Brunswick, NJ**

and

**THE NJEDA HEADQUARTERS BUILDING TRENTON
TRENTON, NJ**

within the jurisdiction of the Union covered by this Agreement and shall only be performed by covered employees who shall perform the following functions including but not limited to facility maintenance, minor mechanical repairs, filter changes, clean, vacuum, shampoo carpet, strip floors and be responsible for the overall cleanliness and upkeep of the facility.

ARTICLE II - UNION SECURITY

All employees, shall, as a condition of continued employment, become and remain members in good standing with the Union. Membership in good standing shall mean the payment of standard Union dues.

Any additional employees hired shall, as a condition of employment, apply for membership on the ninety-first (91st) day of employment.

For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

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Under the terms of the contract with the New Jersey Economic Development Authority, the Project Manager may require dismissal from work of any employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population. If so required, management will have the right to dismiss any employee identified as such.

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The provisions of this paragraph shall, at all times, be subject to the express and implied provisions of this Agreement.

ARTICLE IV - DISCIPLINE OF EMPLOYEES

The Employer retains the right to reject any job applicant referred by the Union and to discharge any employee for just cause.

The assignment, re-assignment, promotion, and disciplining of all employees is herein recognized as a function of the Employer, subject to the provisions of this Agreement.

Employees, who have not received a written warning or reprimand for a period of one (1) year, prior to the execution of this Contract, shall not have prior written warnings or reprimands held against them for disciplinary reasons. They shall, however, remain a part of their personnel file. The personnel file of the individual employee shall be made available upon reasonable request.

ARTICLE V - BUSINESS REPRESENTATIVE

The duly authorized Business Representative or Officer of the Union shall be permitted to enter the premises during all working hours for the purpose of adjusting complaints or ascertaining whether Union standards are maintained, and whether this Agreement is being performed. The Union will give reasonable notice (i.e., 24 hours advance notice to the President or Vice President of the Employer, or their designee) to the Employer of such meeting, which shall be at a reasonable time. The Union shall comply with any rules set forth by the owner of the premises.

ARTICLE VI - GRIEVANCES & ARBITRATION

1. All timely grievances arising between the Parties hereto, unless otherwise stipulated herein, involving questions of interpretation, or application of any clause in this Agreement, or in any acts, conduct or relations between the Parties, directly or indirectly, which arise out of this contract, shall be resolved by utilization of the following method:

(a) The employee represented by the shop steward, shall first attempt to resolve his/her grievance with the department head within seven (7) calendar days.

(b) In the event the grievance is not resolved at Step (a) above, the employee must file a written grievance with the Union. Said written grievance shall be submitted for resolution to the Employer's Labor Relations Representative no later than seven (7) calendar days after what is outlined in Step 1(a). Non-disciplinary grievances must be filed within thirty (30) calendar days of the event giving rise to the grievance. If not otherwise resolved, the Employer shall conduct a meeting to resolve the grievance within fourteen (14) calendar days of the receipt of the grievance at the Employer's main office unless said time period is mutually extended by the Parties. A decision will be rendered to the Union within seven (7) calendar days of the date of the meeting.

2. Within seven (7) calendar days of the Employer's decision in Step 1(b), either party may request a resolution conference with the other party. The resolution conference must be held within ten (10) calendar days of the request. Representatives from both parties who are designated to attend the resolution conference must have authority to resolve the dispute.

3. If the dispute is not resolved at either the meeting or the resolution conference, timely grievances may be submitted to arbitration. A request must be submitted to the American Arbitration Association (A.A.A.) with a copy to the Employer in writing within fourteen (14) calendar days of the Employer's decision or the resolution conference, whichever is later. During the fourteen (14) day period the parties may agree to use a mutually selected arbitrator.

4. If the parties are unable to agree to an arbitrator with the time period referenced in Section 3 above, they will request a panel from the A.A.A. and will attempt to select an arbitrator within ten (10) calendar days of receipt of the panel. If unsuccessful, the parties will request a second and final panel of seven (7) arbitrators. During the last selection process, the parties will alternately strike arbitrators' names, via telephone, and the last name remaining shall be designated the arbitrator.

5. The cost of the arbitrations will be borne equally by the Union and the Employer.

6. The arbitrator shall have no authority to alter, amend, add to, subtract from, or otherwise change the terms and conditions of this Agreement.

7. The decision and award of the arbitrator shall be final and binding on the Parties.

8. For payroll errors, the Employer shall be liable for a period not to exceed two (2) years from the date of grievance.

9. Failure to meet the time limits contained in this Article shall cause the grievance to be irrevocably resolved against the Party missing the time limit, unless both parties mutually agree to an extension of the time limits.

10. In any disciplinary case, evidence of comparative treatment of employees shall be inadmissible for the purpose of challenging the propriety of discipline imposed.

ARTICLE VII - WAGES

All wage increases shall be effective as of the following dates:

| | |
|---------------------|--------------------------------------|
| Effective 11/01/19: | 4.5% increase to minimum hourly rate |
| Effective 11/01/20: | 3.5% increase to minimum hourly rate |
| Effective 11/01/21: | 3.5% increase to minimum hourly rate |

| | <u>11/01/19</u> | <u>11/01/20</u> | <u>11/01/21</u> |
|------------------------|------------------------|------------------------|------------------------|
| Site Superintendent #1 | \$29.36 | \$30.39 | \$31.45 |
| Site Superintendent #2 | \$26.29 | \$27.21 | \$28.16 |

ARTICLE VIII - WORK WEEK, WORK DAY, OVERTIME

The work week shall consist of five (5) consecutive days for all full time employees.

The work day shall consist of eight (8) paid hours, for all full-time employees.

Employees called into work before their shift has started or called at home to come back to work shall be guaranteed four (4) hours pay at time and one half (1 ½).

Time and one-half (1 1/2) shall be paid for all time worked in excess of forty (40) hours in any week. Holiday pay, vacation pay and bereavement pay shall count as time worked for the purpose of overtime calculations.

There shall be no pyramiding of overtime or premium pay for the same hours worked.

The Employer shall schedule and change shifts; provided, such schedule is not unreasonable. Employees shall be notified of any changes in the shift schedules, excluding emergencies, one (1) week prior to such shift changes.

ARTICLE IX - MISCELLANEOUS

A. Proper sanitary facilities and individual lockers for the clothing of the employees shall be furnished by the Employer. All employees shall be of neat appearance and fully dressed in uniforms provided.

B. On Call- The employee on call shall be provided a cellular phone for business use.

C. Effective December 1st of each contract year, the Employer shall give each bargaining unit employee, within thirty (30) days of receipt of proof of purchase, a one hundred fifty dollar (\$150.00) boot allowance, as well as a one hundred twenty-five dollars (\$125.00) tool allowance. Employees are required to carry tools on the job when practical.

D. Should any employee with at least five (5) years of consecutive employment at The Technology Center of New Jersey, through extended illness be compelled to be laid off, he/she shall, after recovery and subject to a declaration of fitness to work by the Employer's doctor, receive his/her former position, as long as he/she has not been out for over six (6) months.

E. Employees under this Agreement shall give at least two (2) weeks' notice of intention to leave their position. If a satisfactory substitute is found previous to the expiration of one (1) week, he/she may then leave his/her position, with the Employer's permission, at such time as the substitute is on the job. Any employee who does not give such notice or does not stay the week, unless permission is given by the Employer as above, shall not be entitled to accrued vacation pay, accrued holiday pay, or any other benefits.

F. The Employer shall give all permanent employees two (2) weeks' notice before layoff or two (2) weeks' pay in lieu thereof; providing Employer is notified sufficiently, in advance, by its customer to be able to give such notice.

Layoffs shall only include cut-backs in permanent personnel, not resignation by employees, nor termination by Employer, nor layoffs of temporary employees hired as such.

G. Employees required to work in a higher classification for a minimum of eight (8) hours shall be compensated accordingly.

H. Uniforms and uniform maintenance (laundering) will be provided by the company to all full time employees. Full time employees will be required to wear the uniforms. All clothing shall fit in a manner that does not pose a safety hazard.

ARTICLE X - NO STRIKE - NO LOCKOUT

During the life of this Agreement, there shall be no strike or other like interference, with the Employer's business, and there shall be no lockout on the part of the Employer. This clause shall not apply to cases in which the Employer, within a reasonable time, fails to pay pension or welfare contributions required by this Agreement.

It is the intention of the parties that all disputes will be resolved, as per Article VI, Settlement of Disputes.

ARTICLE XI - HEALTH, WELFARE

All full time employees who have been employed a minimum of ninety (90) days shall be entitled to the Employer's single coverage health plan at no cost to the employee. All new full-time employees shall be entitled to be covered by the Employer's single coverage health plan after the completion of ninety (90) days of employment. If an employee elects to extend coverage to the Employer's Family Plan the Employee will pay 75% of the additional cost from the single coverage plan and 50% of the additional cost for a parent child plan.

The employees must be full-time employees who work a minimum of forty (40) hours per week to be entitled to the Employer's health plan.

ARTICLE XII - DUES CHECKOFF

The Union does hereby authorize the Employer, and the Employer does hereby agree, to deduct monthly dues and initiation fees due the Union from each employee covered by this

Agreement from wages due the employee. The Employer undertakes this obligation, provided that the employee signs an authorization, in accordance with the provisions of existing law. The Employer shall forward such deductions to the duly authorized officer of the Union with the names of the employees for whom the deductions were made, no later than the 15th day of the month following such deductions.

The Employer will remit to the Union all deducted dues monies no later than the 15th of the month next following the month for which dues are deducted. If dues remittances have not been received by the Union in full within 30 days from the 15th of the month for which the dues were deducted, then following written notice and an additional ten (10) day opportunity to cure, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Employer did not remit deducted dues payments to the Union within the timeframes set forth above without just cause, the Arbitrator shall award interest, 20% of the delinquent amount to the Award as liquidated damages, and shall hold the Employer liable for the full cost of the Arbitration, including the Union's attorney fees.

The Union hereby agrees to indemnify the Employer and hold it harmless from all claims, damages, costs, fees, or charges of any kind, which may arise out of the honoring by the Employer of dues or fees deduction authorizations, in accordance with the provisions of this Article, and the transmitting of such deducted dues or fees to the Union.

ARTICLE XIII - SAVING PROVISION

If any provisions of this Agreement shall be held or declared to be illegal, or of no legal effect, then said provisions shall be deemed null and void without affecting the remaining provisions of this Agreement.

ARTICLE XIV - JOB OPENINGS

When a permanent vacancy occurs in any classification covered under this Agreement, the Employer shall post the job opening at least seven (7) days in advance of filling such a vacancy. An employee may offer a written bid for the job opening. In filling such a vacancy,

seniority shall prevail, if the necessary qualifications, as determined by the Employer, are substantially equal. If no qualified employee is found, the Employer shall have the right to fill the vacancy from any source. All permanent personnel changes are subject to the approval of the Employer.

ARTICLE XV - NON-DISCRIMINATION

In a desire to restate their respective policies, neither the Employer, nor the Union, shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age or national origin.

ARTICLE XVI - VACATION

Effective April 1, 2019, all employees covered by the terms of this Agreement who have completed their ninety (90) day probationary period are eligible for accruing vacation on their anniversary date of hire in accordance with the following schedule:

| | |
|--------------|------------------|
| Years 1 to 5 | 10 days per year |
| Years 5-15 | 15 days per year |
| Years 15+ | 20 days per year |

Days accumulated in the vacation account are to be used for vacation, sick and or floating holidays, and are provided with full pay and benefits.

Vacation days must be taken during the calendar year. Therefore, vacation days must be used prior to expiration. A maximum of ten [10] vacation days may be used at one time but require management approval.

Should a holiday occur during an employee's vacation period, he/she shall receive, at the Employer's discretion, an additional day off, in lieu of the holiday, either at the beginning or the end of the vacation period.

The basic employee vacation group involved and the number of people within each of these groups to be on vacation at any particular time during the entire calendar year will be determined by the Employer. Choice of vacation periods within each group shall be in order of seniority, based upon length of service with the Employer.

Any employee who has completed at least one (1) year of service with the Company, who is required to report for official jury service within the State, shall receive his/her straight time compensation less the amount received for jury service, after service, up to a maximum of ten (10) working days per calendar year. If an employee is not required to report to jury duty on a day, he/she must report to work, or if he/she is released before serving four hours or less that day, the employee must report back to work within a reasonable amount of time after being released.

An employee shall be granted reasonable time off at the standard rate (not to exceed three [3] days) for absence on account of death to his wife, son, daughter, mother, father, sister, brother, mother-in-law or father-in-law. Time off with compensation shall be consistent with the relationship of the employee and his responsibility for making funeral arrangements, but shall not exceed three (3) days, per occurrence.

In the event of a scheduled or unscheduled absence of a bargaining unit employee, the Employer shall have the right to use a non-bargaining unit replacement for a period of time not to exceed ten (10) working days. Limit of 10 days may be exceeded if Union is unable to provide a qualified replacement.

ARTICLE XVII - HOLIDAYS

Effective April 1, 2019, employees of the NJEDA Headquarters Building shall be entitled to the following holidays:

| | |
|--------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King | Columbus Day |
| Presidents Day | Veterans Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

Effective April 1, 2019, employees of the Technology Center of New Jersey shall be entitled to the following holidays:

| | |
|------------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

Five (5) Floating Holidays

Effective November 1, 2019, each employee will have eleven (11) holidays as per prevailing wage requirements.

When the customer's employees work on a holiday, or the holiday falls on a Saturday or Sunday, and the customer grants its employees another holiday in lieu thereof, such substituted holiday shall be a substitute holiday for the Employer's personnel covered there under.

An employee who works on a holiday shall be paid at the rate of time and one-half (1 1/2) his/her basic rate of pay for all hours worked, in addition to the holiday allowance. No employee shall receive holiday pay, unless he/she has worked the scheduled day before and the scheduled day after the holiday.

When a full time employee is off on a holiday, he/she shall receive a regular days pay for the holiday.

ARTICLE XVIII- PENSION FUND

The Employer shall contribute to the Local 68 Engineers' Pension Fund, the following amount, for all full-time bargaining unit employees, on all hours paid with a maximum of forty (40) hours per week.

| | |
|--------------------|-----------------|
| Effective 11/01/19 | \$3.50 per hour |
| Effective 11/01/20 | \$4.00 per hour |
| Effective 11/01/21 | \$4.50 per hour |

The Employer agrees to continue to pay all funds on members to Local 68 Engineers' Pension Fund during negotiations, even though the Agreement should expire.

ARTICLE XIX - ANNUITY FUND

The Company will allow members to defer wages into the Local 68 Annuity Fund each contract year on November 1st. The amount of the contribution will be determined by the members.

ARTICLE XX – EDUCATION FUND

The Employer shall contribute to the Local 68 Engineers' Education Fund the sum of eight dollars (\$8.00) per week for all bargaining unit employees, excluding probationary employees.

ARTICLE XXI – SPECIAL EMPLOYEES ASSISTANCE WELFARE FUND

The Employer shall contribute to the Local 68 Engineers' Special Employees Assistance Welfare Fund, the sum of one dollar (\$1.00) per week for all bargaining unit employees, excluding probationary employees.

ARTICLE XXII – FUND DELINQUENCY

The Employer will remit to the Funds Office all contributions no later than the 15th of the month next following the month for which the contributions are deducted. If funds remittances have not been received by the Union in full within 30 days from the 15th of the month for which the funds were deducted, then following written notice and an additional ten (10) day opportunity to cure, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Employer did not remit deducted funds payments to the Union within the timeframes set forth above without just cause, the Arbitrator shall award interest, 20% of the delinquent amount to the Award as liquidated damages, and shall hold the Employer liable for the full cost of the Arbitration, including the Union's attorney fees.

ARTICLE XXIII - LAYOFFS

In the event that it becomes necessary to lay off employees because of a lack of work, or to recall employees who have been laid off, the following factors shall be applied:

A. Seniority by Classification:

Employees who have service in more than one classification have the right to bump down into a previously held classification, based upon his/her previous seniority within that classification, at the wage rate set forth in Schedule "A" of their new classification.

B. Any employee previously laid off shall be recalled by seniority, provided:

1. He/she passes an Employer physical examination;
2. The period of layoff is not in excess of six (6) months; and
3. He/she reports to work when recalled within seven (7) days after receiving notification, by Registered Mail, at his/her last address, as recorded by the Employer.

ARTICLE XXIV - POLITICAL ACTION COMMITTEE CHECKOFF

The Employer agrees to deduct from each employee the sum of four dollars and thirty-three cents (\$4.33) per month (or \$52.00 per year) and to forward that amount to the Engineers' Political Action Committee, provided that such employee has first filed with the Employer an individual voluntary written authorization to make such deduction. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Engineers' Political Action Committee are not conditions of membership in the Union, nor of employment with the Employer, and the Engineers' Political Action Committee will use the money it receives to make political contributions and expenditures in connection with Federal, State and local elections.

ARTICLE XXV - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns and legal representatives.

ARTICLE XXVI- DURATION

This Agreement shall be in full force and effect from April 1, 2019 to and including, October 31, 2022, and shall renew itself from year to year thereafter, unless, at least thirty (30) days prior to its termination, or the anniversary date thereafter, written notice to the contrary be given by either party hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ISS FACILITY SERVICES

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 68-68A-68B, AFL-CIO

PHIL M. COLLINS
Deputy General Counsel &
VP of Labor Relations

THOMAS P. GIBLIN
Business Manager

EDWARD P. BOYLAN
President

RAYMOND SIMIONE
Recording Secretary

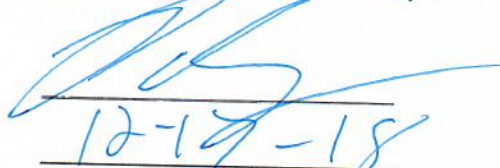
MICHAEL B. MCGLYNN
Business Representative

**MEMORANDUM OF UNDERSTANDING
TO IUOE, LOCAL 68 AND
ISS FACILITY SERVICES, INC.'S CBA FOR
THE TECHNOLOGY CENTER OF NJ (NORTH BRUNSWICK, NJ) &
THE NJEDA HEADQUARTERS BUILDING (TRENTON, NJ)
APRIL 1, 2014 – MARCH 31, 2019**


On or about December, 2018, ISS Facility Services, Inc. ("ISS" and "Employer"), which manages the facility management services provided at both The Technology Center of New Jersey, US Highway #1, North Brunswick, New Jersey and The New Jersey Economic Development Authority ("NJEDA") Headquarters Building in Trenton, 36 West State Street, Trenton, New Jersey ("jobsites"), and the International Union of Operating Engineers, Local 68 ("Union") (collectively the "Parties"), who are parties to a collective bargaining agreement dated April 1, 2014 through March 31, 2019 ("CBA"), met, conferred and negotiated in good faith and mutually agreed to add a Maintenance Trades Helper position to the bargaining unit, previously comprised solely of Site Superintendents.

Pursuant to the Parties' agreement, set forth in this Memorandum of Understanding ("MOU" and "Agreement"), the Employer will add a new position, on or after January 1, 2019, referred to as a "Maintenance Trades Helper" to the bargaining unit, with a base hourly wage rate, based on the current prevailing wage rate for the position (as of the date of this MOU's execution), of Sixteen and 53/100 (\$16.53) Dollars per hour. The Maintenance Trades Helper position will be eligible to receive any and all other benefits set forth in the CBA, as well as be bound by all terms and conditions of employment set forth therein. The Maintenance Trades Helper will work out of both the Trenton and North Brunswick jobsites, varying each day based on needs and/or assignments.

ISS FACILITY SERVICES, INC.


12-17-18
(date)

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 68**


12-16-18
(date)