

AGREEMENT BY AND BETWEEN

RED COATS INC

and

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 32BJ**

at

**THE SHOPS AT GEORGETOWN PARK
3222 M STREET, NW
WASHINGTON, DC 20007**

**Effective: 10/1/24
Expiration: 9/30/2028**

PREAMBLE

This agreement is by and between **Red Coats Inc.** (hereinafter referred to as "Company" or "Employer") and Local 32BJ Service Employees International Union (hereinafter referred to as the "Union"), and covers wages, hours and working conditions of cleaning and janitorial employees who are now or may hereafter be employed by the Company at The Shops at Georgetown Park, 3222 M Street, NW, Washington, DC 20007 (hereinafter referred to as the "Mall").

ARTICLE 1: RECOGNITION

Section 1.1 The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment for the following bargaining unit employees: all regular full-time and part-time cleaning and janitorial employees, employed exclusively by the Employer at its operation at the Mall, excluding all salaried employees, office clerical employees, sales persons, professional employees, and working supervisors as defined in the National Labor Relations Act as amended, employees employed at other locations and all other employees.

Section 1.2 This Agreement and the bargaining unit to which it applies is expressly limited to the cleaning and janitorial employees employed by the Employer at the Mall job-site and to the hours worked by such employees when performing bargaining unit work at the Mall job-site. The parties expressly agree that this Agreement and the Company's recognition of the Union does not apply to any person who is not a bargaining unit employee and/or to any work which is not performed at the Mall job-site.

Section 1.3 The Employer 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 employees is vested solely in the Union. All bargaining unit work performed at the Mall shall be performed solely by employees within the bargaining unit set forth in this Agreement.

Section 1.4 This Agreement can not be modified, amended, added to, or subtracted from, except by an instrument in writing by the President of the Company and the Union.

Section 1.5 The Company shall not enter into an Agreement, written or verbal, directly or indirectly that would prohibit or limit in any manner, any person's or company's right to hire any employee, or the right of any employee to accept employment, following the termination of services of the Company at the Mall.

ARTICLE 2: PURPOSE AND INTENT

Section 2.1 By entering into this Agreement, the parties hereto intend to promote the mutual interest of the Company and its employees, to facilitate the prompt settlement of grievances, and to facilitate the cleaning and janitorial operations at the Mall job-site under Company methods and procedures which will assure, to the fullest extent possible, economy and efficiency of operations, elimination of waste, and realization of the most effective quality cleaning and janitorial service obtainable in an atmosphere of mutual respect and understanding.

Section 2.2 It is agreed that all employees shall make an honest and conscientious effort to improve quality and efficiency in the cleaning and janitorial services provided at the Mall. Elimination of waste, among other things, specifically means doing the job right the first time in a cost effective quality way, proper care of equipment and materials, and the efficient and economical use of time, as directed by the Company. It is further agreed that a consistent level of quality service must be provided. Improving quality and efficiency, among other things, a cooperative team effort toward finding easier, better ways to provide consistent efficient quality service utilizing new standards due to new technology or other improvements of operations or methods.

Section 2.3 The Company and the Union reaffirm their intention that the provisions of this Agreement will be applied without discrimination because of

race, creed, color, sex, (including sexual harassment), age, national origin, handicap, veteran status, membership in the Union. The masculine gender, where appearing in this Agreement, shall be deemed to include the feminine gender.

Section 2.4 The Company shall provide one bulletin board for the use by the Union in an agreed upon location within Company areas at the Mall for the purposes of posting notices relating to union business.

**ARTICLE 3: UNION MEMBERSHIP, EMPLOYERS RIGHTS AND
CHECK OFF**

Section 3.1 It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the thirty-first (31st) day following the date of execution of the agreement, effective date of agreement or date of employment, whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.

Section 3.2 Upon receipt by the Employer of a letter from the Union's Secretary Treasurer requesting an employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, the employee shall be discharged within fifteen (15) days of the letter if prior therefore the employee does not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within ten (10) days after written notice of the determination has been given to the Employer. The Employer shall be responsible for all revenue lost by the Union by reason of any failure to discharge an employee who is not a member of the Union.

Section 3.3 The Employer agrees to deduct monthly dues, initiation fees, agency fees, American Dream Fund or Political Action Fund contributions from the wages of an employee covered by this Agreement, when authorized by the employee in writing in accordance with applicable law, and shall remit to the Union such dues or other monies within thirty (30) days thereafter. The Union will furnish the necessary authorization forms to the Employer. The parties acknowledge and agree that the term “authorized by the employee in writing” as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union’s American Dream Fund, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the American Dream Fund. The Employer shall accept such electronic records as valid written authorizations for deduction and remittance. It is understood that this provision shall not include voice authorization and shall not be used for Union recognition purposes. The Employer shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees’ paychecks to the Union electronically via ACH utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee’s wage rate, the employee’s date of hire, the employee’s location or location change, whether the employee is part-time or full-time, the employee’s social security number, the employee’s address and the employee’s classification. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

Section 3.4 If the Employer is thirty (30) days late remitting monthly dues, initiation fees, agency fees, American Dream Fund or Political Action Fund contributions (collectively, “dues”) pursuant to this Agreement, the Union may charge the Employer

with an appropriate interest charge. Interest shall not be charged in instances where there is a bona fide dispute whether the remittance of such dues is late.

If any Employer fails to remit dues as defined above for more than sixty (60) days on three (3) or more occasions within a one-year period, the Union may file a grievance at Step 3 of the Grievance Procedure. This paragraph shall not apply to an Employer's failure to pay dues for an isolated number of employees but is intended to apply to a failure to pay all or most of the dues owed for a given period (e.g. the majority of dues for a given month). A Step 3 meeting shall be held within five (5) working days after the filing of such grievance. If such meeting is not held or the matter is not resolved, the Union may file a demand for expedited arbitration of the matter following the five (5) days under the Step 3, with the next arbitrator on the panel in this Agreement. A hearing will be held within twenty-one (21) days following the demand for arbitration (if the next arbitrator is not available, the parties will go through the list until an arbitrator is identified who is available to hear the matter on a timely basis).

If the Union prevails on the majority of its claim for dues, the Employer shall bear the cost of the arbitrator. If the Union does not prevail on the majority of its claims for dues, the Union shall bear the cost of the arbitrator.

Section 3.5 The Employer shall deduct the Union's initiation fee in equal amounts per pay period over three (3) months.

Section 3.6 At the time of hire, the Employer shall give to the new employees a packet, provided by the Union, containing a Union membership application form, check-off authorization form, American Dream Fund authorization form, and, where appropriate, benefit fund enrollment forms. The Employer will send to the Union offices those forms (or portions thereof) that the employee chooses to fill out and return to the Employer.

Section 3.7 The Union agrees to hold the Employer harmless and indemnified against any and all claims, liability or fault arising out of the Employer's compliance with this Article.

Section 3.8 If an employee does not revoke his or her check-off authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have renewed his or her authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.

Section 3.9 The Employer shall provide the Union the name and classification of any new or additional employee hired by the end of the employee's second pay period. The Union shall have the right to inspect the Employer's payroll records to determine the employees of the Employer who are covered by this Agreement. All benefit funds provided for under this Agreement shall have the same right to inspect as the Union.

ARTICLE 4: NO STRIKE - NO LOCKOUT

Section 4.1 The Employer agrees there will be no lockout of the employees and the Union agrees there will be no strikes, no work stoppages, slowdowns or similar forms of interference of work for any reason whatsoever for the term of this Agreement.

ARTICLE 5: DISCHARGE AND DISCIPLINE

Section 5.1 It is agreed that each party shall treat the other with mutual respect and dignity and that the employer shall only discharge or discipline employees for just cause. The Employer agrees to use progressive discipline. Discipline must be given in writing within two (2) working days of the offense. Where feasible and appropriate, disciplinary notices will be provided in Spanish as well as English, but the English version shall control. Copies of all warning or disciplinary notices will be given to the the Union and Shop Steward, if available, within three (3) working days of their issuance. If no shop steward is available, the employee will be given an extra copy of the warning notice to provide to the Union if the employee so chooses. It is also agreed that all work shall be of a standard approved by the Employer. Work which is not up to the standard set by the Employer shall subject the employee performing such work to discipline.

Section 5.2. The Shop Steward shall be present at all disciplinary meetings of employees involving written disciplinary action if requested by the employee. Where feasible and appropriate, the meeting will be rescheduled if a shop steward is not available

Section 5.3. All employees shall have the right to have a steward present at any investigatory meeting that the employee reasonable believes might lead to discipline. The employee must request the steward to be present.

Section 5.4. All written disciplinary warnings shall be removed from the employees file after twelve (12) months and cannot be used thereafter as part of the disciplinary procedure.

ARTICLE 6: MANAGEMENT RIGHTS

Section 6.1 The management of the Company's affairs and the direction of its working force, including but not limited to the right to establish new jobs, abolish or change existing jobs, change materials, processes, products, equipment in operations; schedule and assign work; hire, discipline and discharge for cause, transfer or layoff employees because of the lack of work, establish work rules; determine work loads, standards of quality of performance, hiring methods and practices; assignment and transfer of employees and the promotion of employees, establish, abolish or change bonus, incentive and quality programs shall be vested exclusively in the Company.

ARTICLE 7: SENIORITY AND LAY-OFF

Section 7.1 The employee's length of service shall be computed from the date on which he/she is hired by the Employer, succesor or date of employment in the building, whichever is longer. Seniority, by classification, shall be the sole factor in determining the employees layoff and recall order. One shop steward per shift shall have super seniority.

Section 7.2 Employees hired in locations covered by this Agreement shall be on probation for thirty (30) days during which time the employee may be discharged without recourse to the grievance procedure of this Agreement, provided that no employee hired as a result of acquiring a location covered by this Agreement shall be subject to this Section.

Section 7.3. When an employee presents satisfactory evidence of a legal name change or a mistake with respect to the social security number initially provided to the Employer, the Employer shall modify its records to reflect the name or social security number change and the employee's seniority will not be affected.

Section 7.4 Continuous service will be broken with the loss of all seniority rights and an employee shall be considered terminated if an employee:

- a. Resigns or quits for any reason;
- b. Is discharged for just cause;
- c. Is absent from work for two (2) consecutive working days without notifying his supervisor, in which event he shall be considered a voluntary quit.
- d. Is laid off a period of twelve (12) months from his last day of active employment; twenty-four (24) months for employees with ten (10) or more years of service;
- e. Is absent due to a non-occupational injury or illness for the lesser of a period of twelve (12) months or his length of continuous service or is absent due to occupational injury or illness for the lesser of a period of twenty-four (24) months or his length of continuous service.
- f. Failure to return to work following a leave of absence or pursuant to a notice of recall from layoff. A recall notice shall be deemed sufficient if communicated directly to the employee or if mailed or otherwise delivered with accompanying proof of attempted delivery

to the last address of the employee on the Company's records with a copy to the Union. Employees have the obligation to notify the employer of address changes. The employees shall report their intention to return within forty-eight (48) hours. Employees who, because of reasons beyond their control or unforeseen circumstances which prevent them from reporting to work at the end of a leave of absence or the time specified in a notice of recall shall notify the Employer of the reasons therefore and, at the Company's request, provide documentation of the reason. Such employees may return within a reasonable period of time, if approved by the Company.

- g.** Engaging in other competitive employment, including, but not limited to, self-employment, while on a leave of absence, which is in the same nature of services provided by the Company.

Section 7.8 If an employee becomes disabled and cannot perform his regular job, the Company and the Union will discuss whether or not the employee can be placed in an available job which he is capable of performing. Nothing shall require the Company to so place the employee in a specific job, however, the Company shall have the right to assign such employee to any available job which he is capable of performing and would be entitled to perform on the basis of seniority. Nothing in this Section shall obligate the parties to vary from collectively bargained seniority rules.

Section 7.9 Employees absent due to long term illness, injury or military leave, and who, consistent with Section 7.8 or, in the case of military leave, to the extent required by applicable law, are entitled to return to work, shall be returned to the job they held prior to their absence or, if a reduction in force has occurred, to the job to which they would have otherwise been entitled. Where applicable, pertinent provisions of the Family Medical Leave Act will be followed.

Section 7.10 The Employer agrees that all lay offs will be done in reverse order of seniority within a classification and all recalls will be by order of seniority. The

Employer will submit the following information, in writing, to the Union as soon as reasonably possible before the lay off occurs;

- a. A list of employees the Employer desires to lay off.
- b. The date and reasons for the lay off
- c. Upon request by the union, a written explanation as to the reason for the lay off.

Section 7.11 The Company shall give reasonable notice to the affected employee or employees as soon as a decision to lay off has been made.

Section 7.12 No regular full-time or part-time employee shall be laid off while there is a temporary employee working at the Mall.

Section 7.13 Employees on lay off from the Mall shall remain on a layoff / recall list and have preference in rehiring based on seniority and their ability to do the job. Employees shall be removed from the layoff list if they reject a position they are qualified for at the account.

ARTICLE 8: CLASSIFICATION OF EMPLOYEES

Section 8.1 Bargaining unit employees shall be classified as regular full-time or regular part-time. The Company may also utilize temporary and casual employees who shall not be considered part of the bargaining unit and shall have no rights under this Agreement.

- Section 8.2**
- (a) A regular full-time employee is a bargaining unit employee who is classified as a regular full-time and who is scheduled on a regular basis to work no less than thirty (30) hours per week.
 - (b) A regular part-time employee is bargaining unit employee who is classified as a regular part-time and who is scheduled on a regular basis to work less than thirty (30) hours per week.
 - (c) A temporary employee is an employee who is hired pursuant to an understanding that his or her employment is not to exceed a total of

four hundred eighty (480) hours of work. Temporary employees may be hired to supplement the Company's complement of bargaining unit employees during busy periods or to fill in for employees who are absent due to illness, injury, or vacation.

Section 8.3 Employees classified as regular full time shall not lose such status merely by the fact that, due to business volume, they are scheduled to work less than 35 hours per week. Similarly, employees classified as regular part-time shall not be deemed to be full time merely due to the fact that they are scheduled for more than 35 hours per week. Rather, such employees must be affirmatively-reclassified by the Employer by notifying the employee of such changes in classification.

Section 8.4 Temporary employees shall not be employed during any time that regular full-time or regular part-time employees are laid-off or any regular full-time employee has been reduced to part-time status, except where such laid-off employees are unavailable to perform such work.

ARTICLE 9: HOURS OF WORK

Section 9.1 The workweek for regular full-time employees shall be from thirty-five (30) to forty (40) hours per week, five (5) days per week, Sunday through Saturday.

Section 9.2 The workweek for regular part-time employees shall be twenty (20) to twenty nine (29) hours per week, Sunday through Saturday.

Section 9.3 Full-time employees, working a full day, shall be entitled to an unpaid meal break of at least one-half (1/2) hour to be taken in an approved designated area by the Company. In addition, full-time employees shall be entitled to two (2) ten (10) minute paid breaks per shift. The first paid ten (10) minute break during the first four (4) hours of their daily assigned shift and the last paid ten minute break after the sixth (6th) hour of their daily assigned shift. The Company retains the right to determine the time and approved designated area for the breaks, and the punching in and out for breaks and lunch periods. The break and lunch period times provided herein shall commence at the

cessation of work and end upon the employee's return to work as scheduled by the Company.

Section 9.4 Changes in scheduled shifts, especially during the holiday season, shall be posted by noon the Friday of each week. The Company may change daily starting or quitting times by giving notice as early as practical.

Section 9.5 Employees may be required to work a reasonable amount of overtime. Employees working on a task may be required to work a reasonable amount of overtime to complete the task.

Section 9.6 Overtime work shall be distributed equitably among employees with most seniority able to perform needed overtime work, given consideration to circumstances of the operation.

Section 9.8 All hours of emergency work performed on a "call-in" basis and outside of regularly scheduled work, shall be paid for at the rate of time and one-half, with minimum call in time of not less than four (4) hours, except that employees whose scheduled hours have been changed because of other employees' absenteeism following the posting of schedules as set forth above shall not be entitled to this emergency premium pay.

Section 9.9 In all cases, only employees who are qualified, as determined by the sole discretion of the Company, for the available work will be offered the assignment or will be required to work the additional hours.

Section 9.10 Employees shall receive one and one-half (1 1/2) times their regular rate for hours worked in excess of forty (40) in any one (1) work week or in excess of eight (8) hours in any one (1) day.

Section 9.11 Nothing in this Article or any provision of this Agreement is to be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

ARTICLE 10: WAGES

Section 10.1 Employees covered by this Agreement, other than temporary employees, shall receive no less than the following minimum hourly rates of pay or raise, whichever results in the higher wage, during the term of this Agreement.

Full-Time	10/01/2024	10/01/2025	10/01/26	10/01/27	10/01/2028
	\$19.09	\$20.09	\$21.09	\$21.89	\$22.64
Part-Time					
	\$18.64	\$19.64	\$20.64	\$21.44	\$22.19

Minimum Raise

October 1, 2024: \$.65

October 1, 2025: \$1.00

October 1, 2026: \$1.00

October 1, 2027: \$0.80

October 1, 2028: \$0.75

Section 10.2 Wages shall be paid bi-weekly on Friday. Such wages are for work performed during the previous two-week period beginning on a Sunday and ending on Saturday.

ARTICLE 11: HOLIDAYS AND PERSONAL DAYS

Section 11.1 All employees shall be entitled to the following paid holidays:

New Year's Day

MLK Jr. Day – effective 2027

President’s Day

Easter

Memorial Day

Juneteenth
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day
Floating Holiday.

Employee's birthday and any other national holidays that the Mall may be closed.

*Floating holiday must be requested 10 days in advance.

Section 11.2 Employees covered by this Agreement shall be paid holiday pay for the foregoing holidays provided they meet all of the following eligibility requirements:

- a. The holiday falls during a week in which the employee is scheduled to work or during their vacation.
- b. The employee works on the holiday if scheduled and, if not scheduled, works his scheduled shifts immediately preceding and immediately following the holiday.

Section 11.3 Holiday pay shall be at the employee's current hourly wage rate. Eight (8) hours for full-time and a prorata basis for regular part-time employees.

Section 11.4 When a holiday falls within a full-time employees regularly scheduled workweek and the employee does not work on the holiday, the employee shall be paid eight (8) hours of straight time. For regular part-time employees the credited hours shall be based on the number of hours of the employee's regularly scheduled daily shift. Each regular part-time employee shall be paid for the foregoing holidays on a pro-rata basis; that is, the percentage which said employee's hours each week represent to a forty (40) hour work week.

Section 11.5 Employees required to work on holidays shall be paid extra for such hours worked at one and one half (1 1/2) times their regular hourly rate in addition to the holiday pay in Section 11.4 above.

ARTICLE 12: VACATION

Section 12.1 All employees shall be entitled to the following paid vacation:

- a. One (1) to four (4) years of service 2 weeks
- b. Five (5) to nine (9) years of service 3 weeks
- c. Ten (10) years of service or more 4 weeks
- d. Fifteen (15) years of service or more 5 weeks

Section 12.2. It is agreed that the employee's vacation shall be paid at the current rate of pay. Vacation pay is to be given to the employee on the pay day preceding the week that the vacation begins if requested.

Section 12.3. When a holiday occurs during the employee's vacation, the employee shall be entitled to an extra day vacation or at the option of the Employer, an extra day's wage. The Employer will not unreasonably deny the employee's request.

Section 12.4. The Employer agrees to pay all employees for all unused vacation upon separation on the next practical pay day. The amount of vacation pay is pro-rated based on the amount of service since the last anniversary day of the employee.

Section 12.5. Vacation time can be used for extended sick leave or funeral leave provided the employee has used up his/her accrued sick leave and provided he/she provides a doctor's documentation or death certificate when requested by the Employer.

Section 12.6. The employee's request for vacation leave shall not be unreasonably denied. Where there is a conflict with current workloads because the Employer receive simultaneous requests from two or more employee for vacation on the same day, seniority will prevail.

Section 12.7. When the Employer takes over a Union contractor's account, the Employer will recognize seniority, past service, and earned vacation. The outgoing contractor shall pay the pro-rated vacation pay that is due with the last payroll check. The successor Employer shall pay the balance due at the time the vacation is accrued and taken and shall recognize and grant the full time off that is due.

Section 12.8. If a building is closed due to circumstances beyond the workers' or contractors' control due to weather or other emergency, the employees shall have the right to use accrued vacation or sick time.

ARTICLE 13: LEAVE OF ABSENCE

Section 13.1. The Employer agrees to comply with the DC Family and Medical Leave Act and the DC Parental Leave Act, and the federal Family Medical Leave Act, as they may be from time to time amended and interpreted.

Section 13.2. In addition to the leave entitlements in Section 1 above, an employee may request an unpaid leave of absence for the reasons listed below, which the Employer shall grant so long as the employee has given two weeks advance written notice, or in cases of emergencies, as much advance notice as practicable. The leave of absence, if granted, will be reduced to writing with a date for starting and ending. The employee will return to their current or equivalent position without loss of seniority. The employee may use any accrued personal or vacation leave toward the leave of absence. The payment of health insurance after thirty- (30) days shall be the responsibility of the employee.

Compassionate/personal leave: Up to six months for the care of another person upon submission of appropriate documentation.

Medical leave: Up to six months for medical reasons with documentation stating the employee may return to work without limitations to assume full duties.

Military leave: As required by federal law

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

Section 13.3. For leaves of absence of one (1) month or longer, the employee will notify the Employer ten (10) days in advance of the scheduled date of return to work. Should the employee require less leave time than originally agreed, the employee shall have the right to return ten days after notifying the Employer of his/her new return date. If the employee does not return on the agreed upon date it will be deemed the employee has resigned.

ARTICLE 14: SICK LEAVE

Section 14.1 All employees shall be entitled to seven (7) paid sick days a year.

The Employer agrees to provide the same amount of sick leave benefits as provided in the Collective Bargaining Agreement with the Washington Service Contractors Association.

Section 14.2 All employees must give two (2) hours notice before the beginning of the shift in order to claim sick leave benefits. The Employer agrees to maintain a call-in system and daily log.

Section 14.3 Sick days are non-cumulative and cannot be carried over from year to year.

ARTICLE 15: GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Grievance Procedure

A. It is agreed that should any disputes arise out of this Agreement or practice between the Union and the Employer that the parties shall utilize the grievance arbitration procedure set forth below.

Step 1. The employee, Union and the immediate supervisor shall attempt to resolve any disputes or differences at the time they arise or as soon as practicable thereafter. In the event they are unable to resolve the issue, a grievance shall be reduced to writing by the Union and submitted to the Employer's designated representative within five (5) working days after the Union has knowledge or should have had knowledge of the incident or occurrence giving rise to the grievance. For disputes involving basic wage violations or failure to remit or deduct dues, initiation fees or political contributions, and where there is no bona fide dispute whether the monies are due and owing, the grievance shall be submitted within 180 days from the date of the initial violation or failure to remit or deduct dues.

Step 2. All grievances other than those concerning discharge or suspension shall be discussed at a Step 2 meeting between the Union and the Employer to be scheduled within five (5) days of the written grievance. A decision by the Employer shall be rendered within five (5) days of the Step 2 meeting. If the grievance is not deemed resolved after the Step 2 meeting or the Employer's decision from the Step 2 meeting, the Union shall request a Step 3 hearing within five (5) days of the Employer's Step 2 written decision or the date of the Step 2 meeting (if there is no written decision).

Step 3. Following a request for a Step 3 hearing, the Union and the Employer shall meet within five (5) days. A decision by the Employer shall be rendered within five (5) days of the Step 3 hearing. For all discharge and suspension grievances, the employee, the Union and Employer will meet within five (5) days of the receipt of the Step 1 grievance notice in an attempt to resolve this issue.

Step 4: If the grievance is not resolved after Step 3, it may be submitted at the request of either party to an Arbitrator whose decision shall be final and binding on the parties and all employees and Employers involved. The Union shall notify the Employer in writing within ten (10) days after its receipt of the Employer's Step 3 decision or date of the Step 3 meeting (if there is no written decision) of its intention to advance the grievance to arbitration.

Section 2. Arbitration

A. The parties agree to utilize the panel of Arbitrators listed below to decide all grievances submitted to arbitration, as well as any differences arising between the parties as to interpretation, application or performance of any part of this Agreement, and such other issues as are expressly required to be arbitrated before him or her, including such issues as may be initiated by any benefit fund Trustees. The Union shall jointly notify the Employer and the next available panel Arbitrator of the selection of the Arbitrator for the grievance matter. The parties have chosen the following arbitrators: Charles Feigenbaum, Roger Kaplan, Homer Larue, Joseph Sharnoff, Sue Shaw, and Blanca Torres.

B. The Arbitrator shall have jurisdiction and authority to rule on the grievance being heard and shall have no authority or jurisdiction to change or alter any terms of this Agreement.

C. The parties will make every effort to have the arbitration scheduled as soon as practicable. All expenses of the arbitration shall be shared equally between the parties. The parties shall bear their own fees and costs.

D. A written award shall be made by the Arbitrator within thirty (30) days after the hearing closes. If an award is not timely rendered, either the Union or the Employer may demand in writing of the Arbitrator that the award must be made within ten (10)

more days. By mutual consent of the Union and Employer, the time for both the scheduling of the hearing and issuance of the award may be extended. Upon the joint request of all parties, the Arbitrator shall issue a “bench decision” with written award to follow within the required time period.

E. In the event the Union appears at an arbitration hearing without the grievant, the Arbitrator shall conduct the hearing and decide the case based upon the evidence adduced at the hearing. If a party (Union or Employer), after due written notice, defaults in appearing before the Arbitrator, an award may be rendered upon the testimony of the other party. Due written notice means mailing, faxing, or hand-delivery to the address of the Employer furnished to the Union.

F. Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take any action necessary to enforce such award including but not limited to suits at law.

Section 3. Time limits in this Article shall exclude Saturday, Sunday and paid holidays. The time limits in this Article may be extended by mutual agreement of the parties. If the Employer fails to respond within the time limits prescribed, the grievance shall be processed to the next step in the grievance arbitration procedure.

Where a Union-represented employee files an internal appeal with the Union concerning the Union’s decision not to pursue arbitration of a grievance, the Union’s ten (10) day time limit to notice arbitration of the grievance under Article 15, Section 1.A Step 4 shall be tolled until the internal appeal is resolved. This does not alter any other grievance processing time limits provided for under Article 15, Section 1.A. The Union shall immediately notify the involved Employer of the filing of the internal appeal, and notify the Employer of the outcome of the internal appeal.

Section 4. Grievances challenging an employee's discharge or suspension shall be initiated by the Union at Step 3 and must be submitted in writing to the Employer within five (5) working days of the date of discharge or notification to the employee of his or her discharge, whichever is later.

Section 5. The Employer shall have the right to initiate grievances at Step 3 and those grievances must be submitted in writing to the Union within five (5) days after the Employer has knowledge or should have had knowledge of the incident or occurrence giving rise to the grievance.

ARTICLE 16: BEREAVEMENT PAY

Section 16.1 Regular full-time and regular part-time employees covered by this Agreement will, upon request, be granted up to a maximum of three (3) scheduled work days off with straight time pay due to a death of a member of his immediate family. Any and all scheduled work days granted off pursuant to this Article must be consecutive which includes the day of the funeral.

Section 16.2 For purposes of the Article, "immediate family" shall include the employee's spouse, parent, child, step-parent, step-child, brother, sister, uncle, aunt, parent-in-law, grandparent or grandchild, son-in-law, or daughter-in-law.

Section 16.3 Payment for lost time, as provided in this Article, shall be at the employee's hourly wage rate. Eight (8) hours per day for full-time and a pro rata basis for part time employees.

Section 16.4 To receive payment, the employee must immediately give the following information to the Site Manager:

- a. Name of deceased person and person's relationship to employee.
- b. Date and location of funeral.

Section 16.5 The Company, at the request of an employee and subject to the requirements of this section, will allow unpaid time off for attendance at the funeral of a brother-in-law, sister-in-law.

ARTICLE 17: JURY SERVICE

Section 17.1 An employee who is called for jury service or subpoenaed as a witness for other than his own behalf in a Federal, State or Municipal Court shall be excused from work for the days on which he serves and he shall receive, for each day of jury or witness service on which he otherwise would have worked, the difference between eight (8) times his regular hourly rate and the payment he receives for jury or witness service. The employee will present proof of service and the amount of pay received thereof. Employees shall not be compensated for attendance at any other proceedings.

Section 17.2 An employee subpoenaed as a witness in any legal proceeding, including administrative proceedings, shall make all reasonable attempt to limit his absence from work and shall cooperate with the Company in efforts to so limit such absence.

ARTICLE 18: MILITARY SERVICE AND ENCAMPMENT

Section 18.1 The Company shall afford employees who have completed their military service with the United States or who serve in the Reserve of the Armed Forces or The National Guard with re-employment rights or other rights as they shall be entitled to under the then existing statutes.

Section 18.2 In the event any employee covered by this agreement who is in the National Guard or reservist in the Armed Forces of the United States is required to go away on maneuvers or temporary period, the Employer will pay, for each day the employee would have otherwise worked, the difference between eight (8) times his regular hourly rate and his daily military pay for a period not in excess of two (2) weeks.

ARTICLE 19: SAFETY AND HEALTH

Section 19.1 The Company shall make reasonable provisions for the safety and health of its employees at the Mall during their hours of employment.

All Employees will be required to complete safety, bloodborne pathogens and OSHA training offered by the Company.

Section 19.2 The Company will provide the necessary and proper protective devices, including gloves and safety goggles when required. Such devices remain the property of the Company, and worn out items must be returned by the employee to obtain new items.

Section 19.3 The Company shall maintain an adequate first aid kit at the Mall.

Section 19.4 The Company will require, all employees to wear prescribed uniforms. The Company will provide and maintain the uniforms. Employees will return uniform items furnished by Red Coats Inc., in good condition, ordinary wear and tear accepted, to the Red Coats Inc., office upon separation, or cost of such items will be deducted from the employee's final pay check.

Section 19.5 The Company shall furnish and maintain all cleaning equipment and supplies reasonably necessary. Employees will assist in the daily cleaning and general maintenance checks of all equipment.

ARTICLE 20: INVALIDATION

Section 20.1 Any provision of this Agreement which now or subsequently is found by a court of competent authority to contravene a national, state, or local law, or Government regulation, shall be suspended in operation for the period during which such law or regulation is in effect. Such suspension shall not affect the operation or validity of the remainder of the provisions of this Agreement.

ARTICLE 21: INTEGRATION-MODIFICATION

Section 21.1 This Agreement constitutes the sole Agreement between the parties and contains all the covenants, stipulations and provisions agreed upon by the parties and supersedes any prior or established practices or agreements of any kind. In the administration of or interpretation of this Agreement, the Company shall not be held bound to any preexisting statement, practice, understanding or agreement unless such has been expressly incorporated in and referred to in this Agreement. It is understood and agreed, however, that the Agreement may be amended at any time by a Supplemental Agreement signed by the President of the Company and the Union.

Section 21.2 Unless incorporated in a Supplemental Agreement hereto, the waiver by either Party of a right contained in this Agreement shall not constitute or serve as a binding precedent in the future enforcement of the provisions of this Agreement and no grievance settlement accepted by the parties shall represent or constitute a waiver of any right under, or construction of, any provision of this Agreement.

ARTICLE 22: IMMIGRATION

Section 22.1. The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extensions, continuations or other status required by the Immigration and Naturalization Service without having to take a leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to one hundred twenty (120) days and return the employee to work with no loss of seniority provided the Employer is still in the building. All of the above shall be in compliance with existing laws.

Section 22.2. A “no match” letter from the Social Security Administration (SSA) shall not itself constitute a basis for taking any adverse employment action against an employee or for requiring an employee to re-verify work authorization. Upon receipt of such a letter, the Employer shall notify the employee and provide the employee with a copy of the letter and inform the employee that he or she should contact SSA and be in compliance with existing laws.

ARTICLE 23: UNION RIGHTS

Section 23.1. The Union shall have access to Union members and the right to investigate work conditions. The Union will utilize before and after hours so as not to interfere with the Employer's operation. The Employer will provide space for the Union to meet with Union members at the work site during non-working hours to handle grievances unless mutually agreed to with management.

Section 23.2. The Employee shall have the right to inspect their personnel file in the presence of an Employer representative.

Section 23.3. The Employer shall provide space for Union literature in a place convenient for employee use at the work site. All literature posted shall be official Union documents from the Union.

Section 23.4. Stewards shall obtain permission of their supervisor before leaving their work site and shall report back to their supervisor upon return to the work site. Upon entering the work site of another supervisor's responsibility, the Steward will contact the supervisor before contacting any employee.

Section 23.5. The Union shall have the right to inspect the employer's payroll and other relevant employment records upon reasonable notice and as it relates to specific grievances.

Section 23.6. An employee may request a leave of absence to work for the Union and the Employer may deny such a request.

Section 23.7. Shop stewards shall be notified by the supervisor of all terminations and new employees and shall be given an opportunity before or after working hours to meet with new employees to provide information on the Union.

Section 23.8. The Employer agrees to release one shop steward per building per shift two (2) times per year during the work hours without pay for shop steward training classes upon written notice from the Union of at least ten working days.

ARTICLE 24: DISCRIMINATION

Section 24.1. The Employer will not discriminate in employment, hiring, promotion, training or work assignment on the basis of race, creed, color, national origin, age, sex, sexual orientation, religion, mental or physical handicap, Union membership or Union activity or family relationship in accordance with all applicable laws.

Section 24.2. No employee shall be subject to sexual harassment. The Employer agrees to investigate and take immediate and appropriate action upon becoming aware of sexual harassment or allegations of sexual harassment.

Section 24.3. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when such conduct is directed toward an individual because of that individual's gender.

Section 24.4. Grievances arising under this Article shall be subject to the Grievance Procedure through Step 2. If the Union advances a grievance arising under this Article to arbitration, the employee on whose behalf the grievance is arbitrated shall waive his or her right to pursue his or her claim in any federal or local court or agency and the employee shall accept the decision of the arbitrator as a final and binding ruling on his or her claim.

ARTICLE 25: MAINTENANCE OF CONDITIONS

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

ARTICLE 26: HEALTH AND WELFARE, TRAINING AND LEGAL FUNDS

Health

Section 26.1 Effective October 1, 2016, the Employer agrees to make payments into a health trust fund known as the “Building Service 32BJ Health Fund,” under such provisions, rules, and regulations as may be determined by the Trustees, as provided in the Agreement and Declaration of Trust, to cover employees covered by this Agreement who regularly work thirty (30) hours per week with such health benefits as may be determined by the Trustees of the Fund.

Section 26.2 The monthly contribution to the Health Fund for each covered employee shall be:

Effective	10/1/ 2024	11/1/2024	1/1/2025	1/1/2026	1/1/2027	1/1/2028
	\$370.00	\$577.00	\$577.00	\$627.00	\$678.00	Increase not to exceed 6% of the previous year’s rate

The Employer shall make the following monthly contributions on behalf of each employee who elects to purchase dependent child coverage at the employee’s own cost in accordance with the process described immediately below and in Section 1.5 below:

<i>Effective October 1, 2024</i>	<i>\$ 1297.00 per month</i>
<i>Effective January 1, 2025</i>	<i>\$ 1,326.00 per month</i>
<i>Effective January 1, 2026</i>	<i>\$1,406.00 per month</i>
<i>Effective January 1, 2027</i>	<i>\$1,492.00 per month</i>
<i>Effective January 1, 2028</i>	<i>Increase Not to exceed 6% of the previous year’s rate</i>

The Employer shall make the following monthly deductions from employee’s paychecks for those employees who elect to purchase dependent child coverage, in equal installments the following amounts:

<i>Effective October 1, 2024</i>	<i>\$927.00 per month</i>
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<i>Effective November 1, 2024</i>	<i>\$720.00 per month</i>
<i>Effective January 1, 2025</i>	<i>\$749.00 per month</i>
<i>Effective January 1, 2026</i>	<i>\$779.00 per month</i>
<i>Effective January 1, 2027</i>	<i>\$814.00 per month</i>
<i>Effective January 1, 2028</i>	<i>Increase not to exceed 6% of the previous year's rate</i>

The Health Fund will offer newly hired employees dependent child coverage any time within one hundred twenty (120) days of their date of hire, although coverage cannot begin earlier than the ninety first (91st) day of employment. Thereafter, the Health Fund shall conduct an annual open enrollment period of thirty (30) days commencing in the month of October on dates established by the Fund each year during which employees may elect to enroll or discontinue dependent child coverage. The Fund shall inform the Employer in advance if the annual open enrollment period will be commencing in a month other than October. Although the Fund shall conduct the Open Enrollment process for eligible employees, the Employer and Union will facilitate reasonable requests from the Fund for the Fund's open enrollment periods

Enrollment of children due to family status changes, such as the birth or adoption of a child or loss of coverage by a non-enrolled dependent, may be done at any time in accordance with Fund Special Enrollment Rules as set forth in the Health Fund Summary Plan Description. Enrollment of dependents for those who elect dependent child coverage shall follow the Fund's eligibility and special enrollment rules.

Should the union or the employer receive notice that the Health Fund's plan of benefits or the eligibility standars provided for in this agreement (1) fail to meet the requierements of any applicable law or regulation, or (2) cause the employer to become subject to a penalty, fine, tax or other assessable payment under the ACA or any related law or regulation ("noncompliance"), the party recieveing notice of such noncompliance shall

provide a copy of such notice to the other party within five (5) calendar days. Whithin the next ten (10) calendar day period, the parties shall meet to discuss a resolution to cure the noncompliance. If the meeting and bargaining do not result in an agreement to cure the noncompliance within sixty (60) calendar days of either party first recieveing notice of noncompliance, then the employer may provide written notice to the union that it is withdrawing from the fund and the parties shall continue to meet to bargain over health coverage, provided that the non-strike provisions contained in article 4 of this agreement shall ceas to apply upon the date on which the employer provides written notice that it is withdrawing from the fund. The union shall provide, upon request, certification to the employer prior to the next Health Fund plan year that the Health Fund’s plan of benefits and the eligibility standards provided for in this Agreement for the upcoming plan year are ACA compliant.

Training Fund

The Employer contributions shall be made to the Building Service 32BJ Thomas Shortman Training, Scholarship and Safety Fund to cover employees covered by this Agreement who regularly work more than two (2) days weekly with such benefits as may be determined by the Trustees of the Fund. The monthly amount for all eligible employees shall be as set forth below:

Effective	10/1/ 2024	1/1/2025	1/1/2026	1/1/2027	1/1/2028
	\$16.63	\$14.63	\$16.63	\$16.63	Increase not to exceed 6% of the previous year’s rate

Legal Services Fund

The Employer shall make contributions to the Building Service 32BJ Legal Services Fund to cover employees covered by this Agreement who are regularly employed more than two (2) days weekly with such benefits as may be determined by the

Trustees of the Fund. The monthly amount for all eligible employees shall be as set forth below:

Effective	10/1/ 2024	1/1/2025	1/1/2026	1/1/2027	1/1/2028
	\$14.63	\$1.00	\$14.63	\$14.63	Increase not to exceed 6% of the previous year's rate

Section 26.3. If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce: such reports and payments, together with interest and, liquidated damages as provided in the Funds' trust agreements, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees and court costs.

Section 26.4. If the Employer is regularly or consistently delinquent in Fund payments, the Employer may be required, at the option of the Trustees, to provide the appropriate Trust Fund with security guaranteeing prompt payment of such payments.

Section 26.5. By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law.

Section 26.6. Unless otherwise specified in this Agreement, newly hired employees shall have a waiting period of ninety (90) days before becoming eligible to be participants in the Funds, and no contributions shall be made on behalf of newly hired employees during the ninety (90) day period.

Section 26.7. The employer will not reduce hours in order to avoid health care obligations under this article.

ARTICLE 27: TERMINATION

Section .1 This Agreement shall become effective as of 12:01 a.m., October 1, 2024, and shall remain in full force and effect to 11:59 p.m., September 30, 2028 provided however, that either party may on or before thirty (30) days prior to the expiration date thereof, or any subsequent anniversary date, notify either party by registered or certified mail of its desire to terminate or modify this Agreement.

Red Coats Inc

Service Employees International Union
32BJ

BY: Scott Kydd
Scott Kydd

BY: Gabriel Calderon
Gabriel Calderon

Date: 9/30/24

Date: 9/30/24