AGREEMENT

BY AND BETWEEN THE

APARTMENT BUILDING OWNERS AND MANAGERS ASSOCIATION

OF ILLINOIS

and the

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1

RESIDENTIAL DIVISION

COVERING DOORSTAFF, RECEIVING ROOM EMPLOYEES AND OTHERS

for the period

DECEMBER 1, 2022 THROUGH NOVEMBER 30, 2025

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DECEMBER 1, 2022 THROUGH NOVEMBER 30, 2025

THIS AGREEMENT ("Agreement") made and entered into as of the first day of December, 2022, by and between the APARTMENT BUILDING OWNERS AND MANAGERS ASSOCIATION OF ILLINOIS (hereinafter referred to as the "Association") and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 (hereinafter referred to as the "Union"), on behalf of its members.

ARTICLE I
(BARGAINING UNIT, UNION MEMBERSHIP, DUES AND COPE DEDUCTION, DISCIPLINE & DISCHARGE)

Section 1. Bargaining Unit

(a) The members of the Apartment Building Owners and Managers Association of Illinois, as listed in Schedule A or Schedule B attached (hereinafter referred to as the "Employers"), hereby recognize the Union as the sole and exclusive representative of elevator operators, receiving and package room employees, door, lobby and hall attendants (hereinafter referred to as "Employees"), for the purpose of collective bargaining in respect to rates of pay, wages, hours of work and other conditions of employment, and agree to attempt to adjust disputes with respect to these and other matters arising pursuant to this Agreement with the representatives of the Union.

(b) If the Union presents evidence to an Employer that a majority of its Employees performing a combination of these duties, as described in Section 1(a), desire to be represented by the Union, the Employer will recognize the Union as the exclusive bargaining representative of all of said Employer's combination Employees. Combination Employees for whom the Union has been recognized as the exclusive bargaining representative, as provided by this Section, shall be considered "Employees" within the scope of this Agreement; combination Employees for whom the Union has not been recognized as the exclusive bargaining representative, shall not be considered "Employees" within the scope of this Agreement.

(c) It is understood by all parties that the responsibility to comply with provisions of this Agreement rest solely with the Employer as identified in Section 1(a) above, not the managing agent.

Section 2. Union Membership

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

(b) All employees, as a condition of employment, shall be or become members of the Union on the 31st calendar day following the effective date of this Agreement or the 31st day of their employment, whichever is the later, and shall remain members of the Union in good standing during the life of this Agreement as defined by the Labor-Management Relations Act of 1947, as amended. For the purposes of this Agreement: Union membership shall mean only that the employee has tendered to the union the lawfully required initiation fees and periodic dues uniformly required as a condition of retaining membership in the Union. The term member or members in good standing shall be limited to the payment of the initiation fees and membership fees uniformly required as a condition of acquiring or retaining membership and shall be a financial obligation only.

The Employer shall discharge an employee for non-payment of Union initiation fees or dues ten (10) days after receipt of written notice by the Union that such employee is not in good standing. Said notice shall state that the employee has previously been given fifteen (15) days' written notice: (a) of the delinquency; (b) the amount and method of computation thereof; (c) that the employee is not in good standing; and (d) that discharge will result at the end of said fifteen (15) day period unless all arrears are paid. The Union will indemnify the Employer against all claims and costs incurred by reason of the Employers' compliance. The Union reserves the right, at its option, to appear and defend all such claims whenever suit is brought against the Employer. Such discharge will not be subject to arbitration.

Section 3. **Union Dues Deduction By Employer.** The Employer shall deduct from the wages of employees who authorize such deductions in writing, monthly Union dues and initiation fees (to be deducted in two installments when billed by the Union), in advance, in the first pay period of each month. Such deductions shall constitute Trust Funds and shall be forwarded to the Union by the fifteenth (15) day of the following month. In the event such deductions are not paid to the Union within said period, the Employer shall be assessed interest on such deductions at the rate of one percent (1%) per month. With each monthly remittance, the Employer shall transmit the information electronically in a common, commercially-available spreadsheet format by worksite the names, last four social security numbers, hourly wage rates, dues amount remitted and hours paid prior month of all employees of the Employer covered by this Agreement who performed doorstaff services at the worksite during the preceding month. The monthly remittance shall also include a list of employees who have left the employment of the employer (voluntarily or involuntarily) for the month the report is covering. The requirement for electronic transmittal shall not start until the Union notifies Employers in writing of the ability to send dues invoices by email with an editable invoice spreadsheet attachment. The Union shall make a secure FTP site for transmittal of files to the Union available to all Employers upon request. Employers may make use of ACH payments to the Union.

The parties acknowledge and agree that the term "in writing" as provided in this Agreement includes authorizations obtained using electronic signatures consistent with state and federal law. The Union, therefore, may use electronic signatures to verify Union membership, authorization for

voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations in writing or electronically from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "authorization" for purposes of this Agreement.

Section 4. **Cope Deduction.** The Employer agrees to deduct and transmit to SEIU Local 1, on a monthly basis, contributions to SEIU COPE deducted from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. These transmittals shall be made based on a monthly invoice received from the Union which shall contain the names of the Employees and the amount to be deducted from the Employees' wages who are participating in the voluntary COPE deduction program. No fees, penalties or late charges may be assessed without written notice from the Union.

Section 5. Discipline, Discharge.

(a) The right to employ, discipline, discharge or lay off for cause shall be vested solely in the Employer. However, after an Employee has been continuously employed by the Employer for a period of one hundred and twenty (120) days, the Union shall have the right to investigate the reasons therefor and to protest such discharge, discipline or layoff through the grievance procedure. The probationary period may be extended upon good cause shown with the approval of the Union, The employee's obligation to pay Union dues in accordance with Article I of this agreement arises upon completion of their initial thirty (30) calendar days of employment.

By mutual agreement of the Employer and the Union, which shall not be unreasonably withheld, the above-mentioned 120-day period shall be extended for an additional 60 days.

(b) No employee shall be disciplined or discharged except for just cause. In cases of gross misconduct (including, but not limited to, dishonesty, insubordination and the like, willful destruction of the Employer's property, drinking alcohol on the job, cannabis use on the job, possession or unauthorized use of controlled or illegal substances on the premises, or working under the influence of alcohol and/or drugs or working under the influence of cannabis, a serious instance of sexual harassment or harassment based on another federal, state or city protected class, possession of firearms, or failure to return to work without justifiable cause following a personal leave of absence), employees may be subject to summary discharge without prior notice. Subsequent written notice of the discharge shall be provided to the employee and the Union within five (5) days of the discharge. In all other cases, employees shall be entitled to fourteen (14) calendar days' written notice of discharge with a copy of such notice to be simultaneously sent to the Union. Failure to notify the Union in this regard shall nullify the notice to the employee. The notice shall state the reasons for the discharge and shall be signed by the Employer or their designated representative. In no event shall the notice be signed by an employee in the bargaining unit. The Employer may be permitted to pay the employee for the fourteen (14) calendar days instead of keeping them on the job. During the fourteen (14) calendar day period, the Union shall investigate the reasons for discharge and may grieve the discharge pursuant to Article XVIII if it is of the opinion that the discharge was not for just cause. No employee shall be discharged while they are not at work due to vacation. Except as otherwise provided herein, all monies due or which have accrued, including vacation or accrued vacation allowances and holiday pay, shall be paid to an employee within five (5) business days. No warnings or reprimands shall be considered for purposes of disciplinary action after twenty-four (24) months from the date of the warning or reprimand.

Where an employee is not entitled to fourteen (14) days' notice of discharge under this provision, the employee shall nevertheless be entitled to a written notification of such discharge, including a statement of the reason/s for the discharge. Where it is not practical to give such notice prior to or at the time of discharge, it shall be given as promptly as possible but not later than five (5)

calendar days following the discharge, by certified mail, return receipt requested or by fax.

Section 6. The Employer and the Union shall not discriminate against any employee or applicant for employment by reason of race, color, national origin, sex, sexual orientation, gender identity, age, religion, handicap, disability, military service (including the Reserves and National Guard), or Union membership or activity and shall in such respects comply with applicable state, local and federal law. Any disputes with respect to the Employer's or Union's compliance with this Article shall be subject to the grievance and arbitration procedure. However, the Union's decision in respect to the grievance and arbitration procedure shall not waive or affect the employee's right to seek additional remedies under any applicable federal, state, or local law.

Section 7. Employee List. The Employer shall provide to the Union a complete list of all employees covered by this Agreement upon request, but the Union may not make such a request more than twice a year unless the information is needed for processing of a specific grievance. Such information shall be transmitted electronically in a common, commercially-available spreadsheet such as Excel. The Union shall make a secure FTP site for transmittal of files to the Union available to all Employers upon request.

ARTICLE II-A
(WAGES)

Section 1. The wage scale of employees hired shall be as follows:

(a) For the period beginning December 1, 2022 and ending November 30, 2023, the minimum hourly rate shall be increased by one dollar ($1.00) per hour so that the minimum hourly wage shall then be no less than nineteen dollars and thirty-five cents ($19.35) per hour.

(b) For the period beginning December 1, 2023 and ending November 30, 2024, the minimum hourly rate shall be increased by one dollar ($1.00) per hour so that the minimum hourly wage shall then be no less than twenty dollars and thirty-five cents ($20.35) per hour

(c) For the period beginning December 1, 2024 and ending November 30, 2025, the minimum hourly rate shall be increased by one dollar ($1.00) per hour so that the minimum hourly wage shall then be no less than twenty-one dollars and thirty-five cents ($21.35) per hour.

Any employee receiving a base wage rate in excess of the hourly rate herein shall continue to receive the higher wage rate in addition to the increases provided in this Section.

Section 2. **Swing Shifts.**

(a) Employees working swing shifts shall receive forty-five (45) cents per hour over the regular, straight shift employees' rate for all hours worked.

(b) A swing shift employee is any full or part time employee who works differing shifts during a week for the purpose of giving employees their scheduled days off.

Section 3. If, at an Employer's discretion, an employee is newly designated by the Employer as a "Lead Employee" and such employee's duties and responsibilities are expanded to include:

(a) scheduling of all vacations, holidays, floating holidays, leaves of absence and sick days; and

(b) all training of new employees; and

(c) ongoing monitoring of performance of duties by all employees;

and

(d) review of all hours scheduled and worked by each employee for the purpose of assisting in the preparation of payroll submissions; and

(e) the overseeing of cleaning and repair to uniforms of the employees, then such employee shall be considered a "Lead Employee" and shall be entitled to a premium of one dollar ($1.00) per hour in excess of the established minimum wages. Nothing in the above paragraph shall be deemed to require that each or any Employer designate a Lead Employee.

The Employer has the sole discretion to establish or not establish a Lead Employee position, or to disestablish an existing Lead Employee position. The demotion of any Lead Employee in order to promote another Doorperson to Lead Employee shall only occur where the Employer concludes that the demoted employee is not performing the Lead Employee functions satisfactorily.

Section 4. Employees shall be paid no less often than every two (2) weeks, provided that it does not conflict with the pay practices of the Employer. Pay day shall be no later than five (5) business days after the last day of the pay period, or after termination date, whichever is earlier.

Section 5. Employers will make their best effort to issue paychecks for pay discrepancies within two (2) business days after being notified by employee or Union if the amount is over $100.00.

Section 6. Bonuses. Any payments made by the Employer which are in excess of the wage rates established under this Agreement and which are made at its discretion shall be considered as bonus payments and shall not be considered as a part of the established wage rate hereunder for that employee, provided, however, that such payments shall not be deemed to be bonus payments unless the Union is informed of the bonus by the Employer. Bonuses shall apply only to the individual employees who are receiving them. Bonuses for such individuals shall not be reduced by nor shall they be offset against any wage increases due under this Agreement. Bonus payments need not be included in computing sums due to the Local No. 1 Health Fund, Local No. 1 Training Fund, or the applicable SEIU National Industry Pension Fund/SEIU Local 1 401(k) Savings Plan.

ARTICLE II-B
(WORK WEEK)

Section 1. Forty (40) hours of actual work shall constitute a week's work, the same to be worked in not more than five (5) consecutive days. All work performed in excess of forty (40) hours in one week or eight hours in one day, shall constitute overtime and shall be paid for at the rate of time and one half the employee's hourly rate, and the Employee shall not be required to take compensatory time off unless agreed to by the Employer, Employee, and the Union. If any Employee is called back to work in less than twelve (12) hours after the end of their last shift worked, the Employee shall be paid at twice their regular wage rate for the hours worked in the called back shift.

Section 2. Where Employees are now regularly employed at wages in excess of the wages provided herein, this practice shall continue during the term of this Agreement. Provided, however, that the payment of such wages shall not establish a new scale, nor prevail except at the option of the Employer for any successive Employees in the same or similar positions.

Section 3.

(a) Each Employee shall be entitled to thirty (30) minutes of paid, non-working time per day, which can be taken away from the work station but must be taken on the premises at no more than two (2) rest periods. Permission for the Employee to leave the premises for rest period(s) shall not be unreasonably withheld by the Employer. Where a more liberal policy exists, it shall be continued only for all employees hired prior to December 1, 2016. All employees hired after December 1, 1995 that are not relieved for their 30 minutes of rest periods during their shift shall be entitled to 30 minutes pay at straight time. This Section is intended to establish a meal period for employees.

(b) For employees regularly working less than 24 hours per week, daily paid relief time shall be prorated on days in which the work day is less than 8 hours; example: a four (4) hour workday for said part time employees would call for a total of fifteen (15) minutes of paid relief time.

Section 4.

(a) Employers shall use their best effort to set shift starting times no earlier than 6:30 a.m.

(b) Where an Employee is transferred to a new shift, the Employee's days off shall be those days which have been designated as the days off for the shift to which the Employee has been transferred.

Section 5. For employees called in for mandatory building meetings, there shall be two (2) hours minimum pay at straight time. Meeting time will be considered "hours worked' in calculating whether an employee worked forty (40) hours during the week of the meeting.

Section 6. Regardless of clock changes due to the annual time changes between Central Daylight Savings Time and Central Standard Time, employees shall be paid only for actual hours worked at the appropriate rate.

Section 7. **Express Waiver of Chicago Fair Workweek Ordinance.** The parties expressly agree that all rights, requirements, and benefits under the Chicago Fair Workweek Ordinance are hereby expressly waived.

ARTICLE III
(HEALTH FUND)

Section 1. For the period beginning December 1, 2022 and ending November 30, 2023, Employers shall contribute to the Local No. 1 Health Fund the sum of $1,079.85 (one thousand seventy-nine dollars and eighty-five cents) each month on behalf of each regular full-time employee covered by this Agreement who is on its active payroll; provided, however, the Employer's contribution to the Health Fund shall begin on the first day of the first full month of an Employee's employment and provided, however, that Employer's contributions shall be prorated for those months in which such regular full-time employees cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Section 3.

In the case of employees other than regular full-time employees, for the period beginning December 1, 2022 and ending November 30, 2023, Employers shall contribute $6.23 (six dollars and twenty-three cents) for each paid hour of work performed by such employee.

Section 2. For the period beginning December 1, 2023, and ending November 30, 2024, Employers shall contribute to the Local No. 1 Health Fund the sum of $1,123.18 (one thousand one hundred twenty-three dollars and eighteen cents) each month on behalf of each regular

full-time employee covered by this Agreement who is on its active payroll; provided, however, the Employer's contribution to the Health Fund shall begin on the first day of the first full month of an Employee's employment and provided, however, that Employer's contributions shall be prorated for those months in which such regular full-time employees cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Section 3.

In the case of employees other than regular full-time employees, for the period beginning December 1, 2023 and ending November 30, 2024, Employers shall contribute $6.48 (six dollars and forty-
eight cents) for each paid hour of work performed by such employee.

Section 3. For the period beginning December 1, 2024 and ending November 30, 2025, Employers shall contribute to the Local No. 1 Health Fund as follows. The increase in the hourly contribution rate to the Local No. 1 Health Fund from the rate in effect from December 1, 2023, to November 30, 2024, will be the lesser of: (i) $0.50; or (ii) what is agreed upon for the increase in the contribution to the Local No. 1 Health Fund for the period from December 1, 2024, to November 30, 2025, in the collective bargaining agreement effective December 1, 2024, between ABOMA and SEIU Local 1 covering janitors. When such rate increase is determined as set forth in the preceding sentence, the new hourly rate will be multiplied by 173.33 to determine the monthly rate to be paid each month by the Employer on behalf of each regular full-time employee covered by this Agreement who is on its active payroll; provided, however, the Employer's contribution to the Health Fund shall begin on the first day of the first full month of an Employee's employment and provided, however, that Employer's contributions shall be prorated for those months in which such regular full-time employees cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Section 3.

In the case of employees other than regular full-time employees, for the period beginning December 1, 2024 and ending November 30, 2025, Employers shall contribute the hourly rate determined as set forth immediately above for each paid hour of work performed by such employee.

(a) For purposes of the foregoing, a "regular full-time employee" shall be defined as one who is normally scheduled to work 120 (one-hundred-twenty) or more hours within a calendar month.

(b) Paid vacations, holidays, and funeral leave shall be treated as time worked. In the event an employee works during their holiday or vacation, one payment to the Health Fund is all that will be required.

(c) It is understood that the Health Fund confirms Participant eligibility on the basis of Employer contribution remittance reports and that prompt notification of termination of employment is necessary for the efficient administration of the Health Fund and the proper determination of eligibility and payment of claims. Therefore, it is agreed that, notwithstanding any other provision herein to the contrary, the Employer shall give written notification to the Local No. 1 Health Fund of the termination of employment of any employee within ten calendar days of such termination.

(d) The Employer's contribution to the Health Fund shall begin on the first day of the first full month of an Employee's employment.

(e) The hourly contribution to the Health Fund shall not be paid for hours worked in excess of 40 hours per week.

Section 4. Employee Co-payment.

(a) The Employee co-payment (for employees working 120 or more hours per month) to the Health Fund shall begin on the first day of the first full month of an Employee's employment.

(b) All employees who have elected "Plan A" coverage shall be required to make a co-payment of twenty dollars ($20.00) per month as of December 1, 2022 to supplement the Employer's contribution for continued coverage under the Local No. 1 Health Plan. Such co-payments shall be deducted from the employee's wages by the Employer on the pay period prior to the month for which contributions are due to the Health Fund. The Employer shall be responsible for the remittance of the employee's co-payment together with the Employer's contribution. Such remittance shall be made in arrears no later than the 15th day of each month for coverage for the prior month.

(c) All employees who have elected "Plan B" coverage shall be required to make a co-payment of ninety dollars ($90.00) per month as of December 1, 2022 to supplement the Employer's contribution for continued coverage under the Local No. 1 Health Plan. Such co-payments shall be deducted from the employee's wages by the Employer on the pay period prior to the month for which contributions are due to the Health Fund. The Employer shall be responsible for the remittance of the employee's co-payment together with the Employer's contribution. Such remittance shall be made in arrears no later than the 15th day of each month for coverage for the prior month.

Section 5.

(a) When an Employee is absent, the Employer shall contribute to the Fund as though the absent Employee worked their normal hours during such absence providing that such absence is due to and is of duration not exceeding:

(1) Vacation or holidays in accordance with Articles VIII or X; or
(2) Leave of absence in accordance with Article IX or XIII;
(3) Absence for one workday or for two consecutively scheduled workdays on account of illness or disability for which no sick pay is due; or
(4) Absence due to illness, accident or disability for periods for which sick pay is due in accordance with Article VII, it being intended that Fund contributions for absence beyond such sick pay periods may be made in accordance with the provisions of part (2) above for medical leave of absence.

(b) In addition to the foregoing, by mutual agreement between the Employer and the Union, Fund contributions on behalf of such absent Employee may be made beyond the periods specified above.

(c) During any leave of absence in which an Employee is not receiving pay from the Employer from which the required monthly Employee co-payment to the Health Plan can be deducted, the Employee shall be solely responsible for making required monthly co-payments directly to the Health Plan as well as payment of any Union dues or any COPE contributions. To the extent that any Employer chooses to advance such co-payments or other amounts on behalf of an Employee while an Employee is on an unpaid leave of absence, the Employer may require, as a condition of doing so, that the Employee sign a written agreement authorizing the deduction of this advance from the Employee's wages (or other sums due to the Employee from the Employer) when the Employee returns to work. No Employer is required to advance any amounts to an Employee on an unpaid leave of absence for Health Plan co-payments, Union dues, or COPE contributions.

Section 6. Notwithstanding any of the above, no contribution will be required for or on behalf of any substitute for an absent Employee while contributions are being made on behalf of

the absent Employee. Buildings shall not be required to pay twice on any scheduled coverage for work.

Section 7. Remittances under this Article are payable monthly in arrears and are due on the fifteenth (15th) day of the month following the month in which the work was performed, or ten (10) days after receipt of the preprinted form, whichever is later.

ARTICLE IV
(PENSION)

Section 1. Those Employers identified in Article I, Section 1(a) and listed on Schedule A of this Agreement shall contribute for all regular Employees to the SEIU National Industry Pension Fund (hereinafter referred to as the "NIPF") in order to provide retirement benefits for eligible Employees in accordance with the terms of the NIPF.

(a) For the period beginning December 1, 2022 and ending November 30, 2025, the Employer shall contribute $0.70 cents per hour for all regular full-time Employees and regular part-time Employees to the NIPF.

(b) Employers that pay regular full-time and regular part-time employees on a bi-weekly basis shall only be required to contribute each month based on the following formula: (hourly contribution rate X number of hours regularly scheduled each week X 52) divided by 12. Notwithstanding any of the above, no contribution will be required for or on behalf of any substitute for an absent Employee while contributions are being made on behalf of the absent Employee. Buildings shall not be required to pay twice on any scheduled coverage for work.

(c) Pension contributions shall be for no more than forty (40) hours in any work week.

(d) Based on the terms of the SEIU National Industry Pension Fund (NIPF) rehabilitation plan issued by the trustees on November 25, 2009, the Employer is required to make a supplemental contribution to the NIPF over and above the regular contribution described in Section 1 of this Article. The Employer shall pick from the NIPF Preferred or Default plan to determine the supplemental contribution amount. If the Employer does not elect which plan they desire, the NIPF will automatically enroll the Employer into the Default Plan which was imposed June 1, 2013.

Section 2. Those Employers identified in Article 1, Section 1(a) and listed on Schedule B of this Agreement shall contribute for all regular employees to the SEIU Local 1 401(k) Savings Plan ("401(k) Plan") in order to provide retirement benefits for eligible Employees in accordance with the terms of the 401(k) Plan.

(a) For the period beginning December 1, 2022 and ending November 30, 2023, the Employer shall contribute $0.80 cents per hour for all regular full-time Employees and regular part-time Employees to the 401(k) Plan.

(b) For the period beginning December 1, 2023 and ending November 30, 2024, the Employer shall contribute $0.85 cents per hour for all regular full-time Employees and regular part-time Employees to the 401(k) Plan.

(c) For the period beginning December 1, 2024 and ending November 30, 2025, the Employer shall contribute $0.90 cents per hour for all regular full-time Employees and regular part-time Employees to the 401(k) Plan.

(d) Employers that pay regular full-time and regular part-time employees on a bi-weekly basis shall only be required to contribute each month based on the following formula:

(hourly contribution rate X number of hours regularly scheduled each week X 52) divided by 12. Notwithstanding any of the above, no contribution will be required for or on behalf of any substitute for an absent Employee while contributions are being made on behalf of the absent Employee. Buildings shall not be required to pay twice on any scheduled coverage for work.

(e) Savings Plan contributions shall be for no more than forty (40) hours in any work week.

(f) In addition to the contributions in (a), (b) and (c) above, for Employees in the 401(k) through elective participation for retirement savings, the Employer may elect solely at the discretion of the Employer to match the Employees' contribution or portion of their contribution up to allowable annual amounts pursuant to ERISA and Section 415 of the Internal Revenue by the Employee. The Employer, if they so choose to match contributions, shall set the terms of the 401(k) match for their employees. This benefit may be terminated at any time by the Employer.

Section 3.

(a) When an Employee is absent, the Employer shall contribute to the NIPF or 401(k) Plan as though the absent Employee worked their normal hours during such absence providing that such absence is due to and is of duration not exceeding:

(1) Vacation or holidays in accordance with Articles VIII and X; or

(2) Leave of absence in accordance with Article IX or XIII; or

(3) Absence for one (1) workday or for two (2) consecutively scheduled workdays on account of illness or disability for which no sick pay is due; or

(4) Absence due to illness, accident or disability for periods for which sick pay is due in accordance with Article VII, it being intended that contributions to the NIPF or 401(k) Plan for absence beyond such sick pay periods may be made in accordance with the provisions of part (2) above for medical leave of absence.

(b) In addition to the foregoing, by mutual agreement between the Employer and the Union, contributions to the NIPF or 401(k) Plan on behalf of such absent Employee may be made beyond the periods specified above.

Section 4. Notwithstanding any of the above, no contribution to the NIPF or 401(k) Plan will be required for or on behalf of any substitute for an absent Employee while contributions are being made on behalf of the absent Employee.

Section 5. Each Employer listed on Schedule A adopts the provisions of and agrees to comply with and be bound by the Trust Agreement establishing the NIPF and all amendments thereto, and hereby irrevocably designates as its representatives the Trustees named as Employer Trustees in said Agreements, together with their successor selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of said Trusts and all actions to be taken by such Trustees within the scope of their authority, including the authority of the Trustees to restrict the benefit provisions with respect to a new employer group as provided by the Trust Agreements.

Section 6. Each Employer listed on Schedule B adopts the provisions of and agrees to comply with and be bound by the SEIU Local 1 401(k) Savings Plan and all amendments thereto,

and hereby irrevocably designates as its representatives the Trustees named as Employer Trustees in any Agreements establishing the Plan, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of the Plan and all actions to be taken by such Trustees within the scope of their authority.

Section 7. Each Employer listed on Schedule A can withdraw from the NIPF and agree to adopt the provisions of, and agree to comply with and be bound by, the SEIU Local 1 401(k) Savings Plan in accordance with Section 6 above, upon providing sixty (60) days written notice to the NIPF, the 401(k) Savings Plan, SEIU Local 1 and ABOMA and completing any forms required by SEIU Local 1 and ABOMA for processing the change from participation in the NIPF to participation in the 401(k) Plan. An Employer that withdraws from the NIPF during the term of this Agreement shall be responsible for paying any withdrawal liability that may have accrued prior to said withdrawal.

Section 8. The Employer shall make remittance to the Pension Fund or 401(k) Savings Plan prior to the 15th day of each month for the previous calendar month.

Section 9. With each report to the NIPF or the 401(k) Plan, the Employer shall give the name, Social Security numbers and starting dates of new regular Employees and termination dates of regular Employees.

Section 10. Payments to the NIPF or the 401(k) Plan shall be made on the prelisted remittance forms sent by the Fund Office for the NIPF or the Administrator for the 401(k) Plan, or reproduced records which give all of the required information in a legible manner acceptable to the NIPF or 401(k) Plan, as applicable.

Section 11. New ABOMA Members. Any new ABOMA member (whether a newly-constructed building that becomes an ABOMA member or an existing building that decides to become an ABOMA member) who adopts this Agreement during its term may, at that time, elect whether to participate in the NIPF or the 401(k) plan.

Section 12. Door Staff employees employed in ABOMA Member buildings listed in Article I, Section 1(a) and listed on Schedule A of this Agreement shall be allowed through payroll deduction to participate in the SEIU Local 1 Retirement Savings Plan (401(k) fund). There shall be no contribution from the Employer identified in Article I, Section 1(a) and listed on Schedule A of this Agreement, but the employees shall be able to designate monthly contributions for the 401(k) Plan. The Employer shall never be required to contribute to the SEIU Local 1 Retirement Savings Plan (401(k) fund) while it contributes to the NIPF.

ARTICLE V
(SEIU LOCAL NO. 1 TRAINING FUND CONTRIBUTIONS)

Section 1. For the period beginning December 1, 2022, and ending November 30, 2025, Employers shall contribute to the Local No. 1 Training Fund the sum of $0.01 cent per hour on behalf of each regular employee covered by this Agreement who is on its active payroll.

For purposes of the foregoing, a “regular full-time employee” shall be defined as one who is normally scheduled to work 120 (one-hundred-twenty) or more hours within a calendar month.

No training Fund contributions are due for substitute employees where a contribution is being made for an absent employee.

Section 2. Notwithstanding any of the above, no contribution will be required for or on behalf of any substitute for an absent Employee while contributions are being made on behalf of

the absent Employee. Buildings shall not be required to pay twice on any scheduled coverage for work.

ARTICLE VI
(DELINQUENT PENSION, HEALTH & WELFARE AND TRAINING FUND PAYMENTS)

Section 1. The Employer recognizes the necessity of making prompt Health, Pension, and Training Fund contributions to preserve the benefit standing of employees. If the Employer continues to be delinquent in making payments to either the Health Fund or the Pension Fund/401(k) Plan or the Training Fund for a period of twenty (20) calendar days after written notice of delinquency is given to the Employer, via certified mail, return receipt requested, or refuses to make available payroll records in accordance with Section 2 of this Article, the Union may strike the Employer to enforce such payments or production of records without regard to the No-strike clause in Article XIV or the Grievance and Arbitration procedure provided in Article XV. In addition, any Employer delinquent for more than 30 days after receipt of notice of delinquency in making required contributions to the Health and Welfare Fund or the Pension Fund or the Training Fund shall be required to pay, in addition to the actual delinquent amount, interest at the rate of one percent (1%) per month thereon, and liquidated damages in accordance with each fund's delinquency policy, as well as accounting and attorney's fees and court costs, if any, incurred in effecting collection.

Section 2. The Funds shall have the right to inspect payroll records of the Employer for the purpose of determining whether the Employer is complying with the provisions of this Agreement relating to the fringe benefit contributions being paid on behalf of employees covered by this Agreement. The Employer shall make such books and records available at reasonable business times and hours to the representatives or a certified public accountant designated by the Funds. If the audit reveals violations by the Employer in excess of ten percent (10%) of the required contributions for the period audited, the cost of the audit shall be borne by the Employer.

ARTICLE VII
(SICK PAY)

Section 1. Sick Leave Pay.

(a) Regular Sick Leave. All employees who have accumulated a minimum of one (1) year of service with the same Employer or its successor or predecessor shall be entitled to six (6) days of sick leave in each year of employment, measured from date of hire, without suffering any loss or reduction of earnings for bona fide illness preventing them from performing their job duties. Employees may carry over any unused sick days from year to year, up to maximum accumulation of thirty (30) days. An employee shall notify the Union and the Employer promptly in order to be eligible for sick leave payments and shall, upon the request of the Employer, present medical evidence of the employee's illness for absences of two (2) or more consecutive scheduled work days (unless a more favorable written policy exits at a specific building).

(b) Employees who have been continuously employed by an Employer for ten (10) years or more, who retire from employment and apply for their pension from the NIPF or 401(k) Plan, shall receive at the time of retirement, in addition to all other benefits, payment, at the regular straight time rate of pay, for one hundred percent (100%) of the unused accumulated sick day's credit (including a pro rata portion of the present year's credit).

(c) Disability Sick Leave. It is agreed that an employee with at least five (5) years' service who has and uses at least fifteen (15) accumulated sick days including the present year's credit on one hospitalization and/or disability recuperation as evidenced by a written doctor's statement, shall be granted up to fifteen (15) additional paid sick days for such hospitalization and/or disability recuperation, but not to exceed thirty (30) days in total.

(d) For each day of sick pay compensation to which an Employee is entitled:

(i) A regular full-time Employee shall be paid at their regular rate of pay; and

(ii) A regular part-time Employee shall be paid on a reduced, pro rata basis; that is, one day of sick pay compensation for such part time Employee shall be of an amount which bears the same ratio to a full day's pay (at such Employee's regular rate of pay) that the number of regular hours worked each week (by such Employee) bears to a forty (40) hour work week.

(e) At the employer's discretion and expense, additional doctor's opinions may be obtained to determine qualification for benefit.

(f) No pyramiding. An employee shall not be entitled to sick leave pay and disability payments under the state worker's compensation law for the same day of absence. If an employee received paid sick leave and subsequently received payment under worker's compensation for those same days, the Employee must reimburse the Employer for the paid sick leave for which the Employee was not entitled. The Employer may obtain such reimbursement through a payroll deduction plan. It is understood that sick pay compensation shall be used to supplement Local 1 Health Fund accident and sick benefits, pursuant to Article III, Section 1, and shall not, in combination therewith, cause an Employee to receive more than their regular daily or weekly pay. The Local 1 Health Fund shall promptly notify in writing the employer of any and all sick pay compensation benefits issued to their employees.

(g) Express Waiver of Cook County and City of Chicago Ordinances. The provisions of this Section 1 are in lieu of the rights and benefits provided by the Cook County Earned Sick Leave Ordinance and the City of Chicago Paid Sick Leave Ordinance. The parties expressly agree that all rights, requirements and benefits under the Cook County Earned Sick Leave Ordinance and the City of Chicago Paid Sick Leave Ordinance are hereby waived.

(h) Express Waiver of Illinois Sick Leave Act. The provisions of this Section 1 are in lieu of the rights and benefits provided by the Illinois Employee Sick Leave Act. The parties expressly agree that all rights, requirements and benefits under the Illinois Employee Sick Leave Act are hereby waived.

(i) COVID Sick Days. Any employee who tests positive for COVID-19, regardless of seniority, shall receive up to a maximum of five (5) paid sick days per contract year in addition to those described in this Article, to be used exclusively as set forth below (these sick days are referred to as the "COVID Sick Days"). The employee shall be required to provide proof of a lab-certified positive COVID-19 test in order to receive the COVID Sick Days. Employees must use the COVID Sick Days to cover absences from work on scheduled work days on account of COVID-19 (i.e., days the employee is unable to work due to COVID-19), including days off work where the employee was symptomatic or had suspected COVID-19 prior to receipt of the positive test result as well as days off work isolating as required by the then-applicable guidelines of the U.S. Centers for Disease Control and Prevention ("CDC"). Where an employee is off work because of symptoms or suspected COVID-19 but the test result is ultimately negative (or the employee does not submit proof of a lab-certified positive COVID-19 test), the employee must use regular sick days to cover such time off. COVID Sick Days do not roll over from year to year if unused, and they are never paid out if unused. Compensation for COVID Sick Days for part-time employees is pro-rated in accordance with Section 1(d).

ARTICLE VIII

(HOLIDAYS)

Section 1. The following days shall be observed as holidays:

Christmas Day – Sunday, December 25, 2022, Monday, December 25, 2023, Wednesday, December 25, 2024.

New Year's Day - Sunday, January 1, 2023, Monday, January 1, 2024, Wednesday, January 1, 2025.

Martin Luther King Observance - Monday, January 16, 2023, Monday, January 15, 2024, Monday, January 20, 2025.

Memorial Day - Monday, May 29, 2023, Monday, May 27, 2024, Monday, May 26, 2025.

Juneteenth Observance – Thursday, June 19, 2025 (*this holiday commences in 2025).

Independence Day - Tuesday, July 4, 2023, Thursday, July 4, 2024, Friday, July 4, 2025.

Labor Day - Monday, September 4, 2023, Monday, September 2, 2024, Monday, September 1, 2025.

Thanksgiving Day - Thursday, November 23, 2023, Thursday, November 28, 2024, Thursday, November 27, 2025.

Employee's birthday each year of the agreement.

(a) Three (3) floating holidays each year of the agreement. During the first year of employment, an Employee is entitled to one (1) Floating Holiday for each four (4) months worked. Floating holidays not taken by the end of the year shall not roll-over or be paid out, however in situations where there are special circumstances at a building where the Employer did not approve an employee to use all their floating holidays, the employee shall be paid out for those day(s).

(b) "EXAMINATION DAY" one (1) day per year that can be used by the Employee for the sole purpose of having a complete medical examination. The Employee shall be paid, on a straight time basis, for this "Examination Day" only if the Employee actually uses this day and presents proof of the examination. A complete physical examination shall include, at a minimum, a majority of the following:

1. A consultation with a physician;
2. A comprehensive examination;
3. Complete blood counts;
4. Chemistries;
5. Electrocardiogram;
6. Chest X ray;
7. Urinalysis.

(c) A ten (10) day advance written notice for floating holidays and the "Examination Day" must be submitted by the Employee, and accepted by the Employer. The Employer shall

take into consideration, on an individual basis, the payment of a floating holiday for circumstances causing emergency absence by the employee. Any such payment based on individual considerations shall not be considered an ongoing policy of the Employer or be used as precedent.

(d) If the Employee's birthday is worked, in addition to holiday pay the Employee is to receive straight time pay for the regular hours worked.

(e) It is understood that an Employee shall be credited with the normal number of hours at straight time in their shift on each of such holidays.

(f) It is a requirement for holiday pay and/or examination day pay that an Employee work the last scheduled day before the holiday or examination day, and the next scheduled day following the holiday and/or examination day, except for excused absence. An employee will be eligible for Holiday Pay during their first leave of absence during a contract year, but ineligible for Holiday Pay during subsequent leave of absence(s) during the same contract year.

(g) When a holiday falls on an Employee's day off, the Employee shall be credited with eight (8) hours at straight time. For purposes of computing overtime, if an Employee is scheduled to work six (6) days in the week in which the holiday occurs, or if the Employee works beyond their regularly scheduled hours in one or more days in that week, the credited hours shall be treated as time worked; otherwise, the credited hours shall not be treated as time worked.

(h) Employees required to work on holidays shall be paid extra for such hours worked, at the rate of time and one half their regular hourly rate, in addition to the holiday credit.

Section 2. Each regular part-time Employee shall be paid for the aforesaid holidays on a pro rata basis; that is, the percentage which the Employee's hours in each week relate to a forty (40) hour week.

Section 3.

(a) If a holiday occurs during the period a regular Employee is on vacation or on sick leave, the regular Employee shall receive an additional day's vacation or credit for holiday pay.

(b) A temporarily employed person filling the regular Employee's position shall receive regular straight time if they work, and no pay if the holiday falls their scheduled day off and is not worked.

ARTICLE IX
(FUNERAL LEAVE AND JURY DUTY)

Section 1. Each Employer agrees to pay Employees covered by this Agreement for necessary absence on account of death in the immediate family, a maximum of three (3) scheduled work days at straight time. The term "immediate family" shall mean, spouse, parent, child, stepchild, brother, sister, father-in-law, mother-in-law, grandparent or grandchild.

Section 2. Employees shall also receive one (1) day maximum for funeral leave on account of the death of a brother-in-law or sister-in-law.

Section 3. During the term of this Agreement, and for the first five (5) days of jury duty, a full-time employee called to jury duty shall receive time off and shall be paid the difference between their regular, straight time pay for such day and the amount provided by the court for that day. The employee shall receive time off without pay for the balance of such jury duty. The Employer shall continue to make Health and Welfare, Pension/401(k) Plan and Training Fund

contributions for the employee on jury duty.

ARTICLE X
(VACATIONS)

Section 1. All regular full-time Employees shall be entitled to vacation with pay according to the following schedule:

Vacation Due after Continuous Employment Period:

- One (1) week of vacation after one (1) year of service;
- Two (2) weeks of vacation after two (2) years of service;
- Three (3) weeks of vacation after Seven (7) years of service;
- Four (4) weeks of vacation after Ten (10) years of service;
- Five (5) weeks of vacation after Fifteen (15) years of service.
- Six (6) weeks of vacation after Twenty-five (25) years of service.

The period of continuous employment for purposes of calculating vacation days or vacation pay shall commence with the employee's date of hire.

Section 2. Vacation pay can be issued in advance if a ten (10) day advance written notice is submitted by the Employee.

Section 3. All regular part-time Employees shall be entitled to a reduced, proportionate amount of vacation with pay based on the foregoing schedule, pro-rated on the basis of the number of regular weekly hours the Employee worked in relation to a forty (40) hour work week.

Section 4. Each Employee's vacation period shall be continuous and shall be granted in segments of no less than one (1) week (except for part-time Employees), and there shall be no less than three (3) months between vacation periods taken, unless mutually agreed to by the Employer and the Employee.

Section 5. By agreement between the Employer and the Employee, in lieu of vacation with pay, the Employee may be paid the equivalent thereof in money.

Section 6. Temporary Employees can be employed and paid pursuant to Article II-A, Sections 1 and 2 as set forth in this agreement when necessary to take the place of regular Employees on vacation.

Section 7. Any Employee who leaves employment for any reason who has been in the service of the Employer for less than eight (8) months, shall not be entitled to any vacation compensation.

Section 8. Any Employee who has been continuously employed by the Employer for more than eight (8) months, who leaves employment for any reason before receiving their vacation in any year, shall be paid the vacation accrued through the last date of employment.

Section 9. Vacations do not accrue when the Employee has been on leave for 6 months or more.

ARTICLE XI
(TRAINING)

Section 1. Regular Employees shall be paid at the straight time rate for all training required by the Employer.

Section 2. Training Classes.

(a) All Employees hired after December 1, 2016 shall, upon request of their Employer, be required to complete six weeks of doorman training through the Local No. 1 Training Fund. Failure to enroll and complete the classes as requested by the Employer within six months of the Employee's date of hire shall be grounds for termination of employment.

(b) In addition to the requirement above, Employers may require all Employees to take up to two classes at the Training Fund each year. Attendance by Employees at such classes shall be mandatory (if attendance is required by the Employer).

ARTICLE XII
(SENIORITY)

The term "seniority" shall mean the length of unbroken service of an Employee in a building.

Section 1. An Employee's seniority rights shall not be affected by a change of ownership or management of the building so long as said Employee remains in the employ of the new owners or managers.

Section 2. Seniority shall not be broken except by:

(1) discharge for cause;
(2) resignation;
(3) layoff for more than ninety (90) days; or
(4) a leave of absence in excess of the period as specified in Article XIII.

Section 3. The Employer shall have available a seniority list for each building.

Section 4. So far as practical, each Employer when filling vacancies shall grant preferential hours of employment and work schedule to the Employees covered by this Agreement on the basis of seniority and the ability to perform the required work.

Section 5. The days off on any shift can be changed only with the consent of the Employer and the Union. The Union shall not unreasonably withhold such consent.

Section 6. Selection and preference as to the time of taking vacations shall also be granted to Employees covered by this Agreement on the basis of seniority.

Section 7. In the event it becomes necessary to reduce the working force, the last Employee hired shall be the first laid off, provided that the Employee who is retained has the ability to perform the work required. When the working force is again increased, Employees are to be returned to work in the reverse order in which they were laid off.

ARTICLE XIII
(LEAVE OF ABSENCE)

If an Employer is determined to be covered by the Federal Family and Medical Leave Act of 1993, the terms and conditions of the Act, or the terms and conditions of Section 1 and/or Section 2, as follows, whichever is of greater benefit to the Employee, shall apply.

Section 1. The Employer shall grant a leave of absence, in writing, because of illness or disability, substantiated by medical approval, upon the following schedule:

Twelve (12) months or less seniority, no leave

One year (1) to three (3) years' seniority, six (6) months' leave

Three (3) years' to five (5) years' seniority, nine (9) months' leave

After five (5) years' seniority, one (1) year of leave

For any employee hired on or after December 1, 2012, the maximum amount of leave of absence will be six (6) months' leave after one year of employment.

An employee with a bona fide work-related injury will be entitled to a maximum of one year leave of absence. The leave amounts listed above are cumulative maximum amounts of leave in any 24-month period (e.g., an employee with six years of seniority who takes six months of leave, returns for a month, and then takes another six months of leave will have exhausted their one year of leave in any 24-month period).

Section 2. The Employer shall not unreasonably withhold the granting of a personal leave of absence submitted and approved in writing for reasons other than illness or disability of up to:

(a) fourteen (14) days after two (2) years;

(b) and up to ninety (90) days after five (5) years of seniority.

The Employer shall not be required to grant a personal leave of absence until after twenty-one (21) months have expired since an Employee's previous personal leave of absence.

Failure to return to work without justifiable cause following a personal leave of absence may be grounds for termination, provided that the Employer makes all reasonable efforts to contact the Employee directly and through the Union to determine the reason for failure to return.

Section 3. An Employee selected to represent the Union at conventions, conferences, collective bargaining, grievance and arbitration proceedings or for other Union business, shall be granted a personal leave of absence if no other employees shall be on leave or vacation up to fourteen (14) days after two (2) years of seniority and up to forty-five (45) days after five (5) years of seniority to carry out said business. Only one Employee per building can be granted a personal leave of absence to represent the Union at conventions, conferences, collective bargaining, grievance and arbitration proceedings or for other Union business. In each case the Union shall notify the Employer in writing ten (10) days in advance.

During all such leaves of absence provided for in this Article, the employee shall update the Employer of the anticipated return to work and, in addition, the employee shall contact the Employer every thirty (30) days to update their status.

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

Section 5. During any leave of absence covered by Section 1 or 2 of this Article XIII or covered by the Family and Medical Leave Act, the Employer may require the Employee to use any available sick or vacation days during the leave of absence.

ARTICLE XIV
(SUBCONTRACTING)

Section 1. The Association agrees not to enter into any other agreement with any other

union in behalf of Employees covered by this Agreement, other than this Agreement with said Service Employees International Union (SEIU), Local 1 during the life of this Agreement.

Section 2. No Employer shall, during the life of this Agreement, contract for all or any part of the work being performed by Employees in the bargaining unit covered by this Agreement unless all Employees currently employed shall be employed by any contractor or subcontractor as a continuing condition of any contract or subcontract granted or permitted by the Employer.

Section 3. If any Employer shall, during the life of this Agreement, contract for all or any part of the work being performed by Employees in the bargaining unit covered by this Agreement, the Employer shall include in its agreement with the contractor the following:

(a) A provision binding the contractor to observe the economic terms and conditions of this Agreement, such as wages, hours and fringe benefits (if Employer withdraws from the NIPF and becomes bound to contribute to the SEIU Local 1 401(k) Savings Plan prior to or during the term of this Agreement, the contractor shall contribute to the 401(k) Plan on behalf of all Employees regularly assigned to work at the premises); and

(b) A provision that on complaint filed by the Union that the contractor is not faithfully observing such terms of this Agreement, the Employer may terminate its agreement with the contractor on thirty (30) days' notice; and

(c) A provision that, on a complaint filed by the Union, the contractor shall be given a hearing before a representative of the Union and a representative of the Employer. If they cannot agree on a disposition of the complaint, it shall be decided in accordance with Article XVIII hereof. If it is determined that the complaint of the Union is well founded, the contract between the contractor and the Employer shall be terminated.

Section 4. If any Employer shall, during the life of this Agreement, contract out for the first time and thereafter all or part of the bargaining unit work described in Article I, and such work is to be performed during hours outside the regular work hours of Employer's employees, the Employer shall include in its agreement with the contractor a provision binding the contractor to observe all economic terms and conditions of this Agreement with respect to each of the contractor's employees employed at the premises who, during a majority of their work hours performs the same tasks as Employer's employees.

Section 5. Notwithstanding the foregoing provisions, each Employer may contract for emergency work for a short time period only; and the Union shall promptly be notified of the contracting for such emergency work and the reasons thereof. The Employer will use its best efforts to limit the time period of emergency work to seven (7) days per year.

ARTICLE XV
(EMPLOYEE LIST)

Section 1. The Employer shall provide to the Union a complete list of all employees covered by this Agreement upon request, but the Union may not make such a request more than twice a year unless the information is needed for processing of a specific grievance.

ARTICLE XVI
(ELEVATOR CONVERSION PAY)

Section 1. In the event that an Employer shall convert one or more elevators in its building to operatorless elevators and the job or jobs of one or more regular elevator Employees

are eliminated on that account, each Employer shall pay to the elevator Employee or Employees whose job or jobs are thus eliminated, conversion pay in the amount and upon the terms and conditions as follows:

(a) The elevator Employee must have had at least five (5) years' service in the building;

(b) Elevator Employees of five (5) or more years, but less than fifteen (15) years of service in the building, shall receive conversion pay in the amount of $500, plus $100 for each additional year of service in excess of five (5);

(c) Elevator Employees of fifteen (15) or more years, but less than twenty (20) years of service in the building, shall receive conversion pay in the amount of $1500, plus $200 for each additional year of service in excess of fifteen (15);

(d) Elevator Employees of twenty (20) or more years of service in the building, shall receive conversion pay in the amount of $2,200, plus $225 for each additional year of service in excess of twenty (20) provided, however, that years of service rendered after the Employee has reached the age of seventy (70) shall not be counted in computing conversion pay;

(e) A major fraction of a year's service shall be counted as a full year;

(f) The years of service in the building shall be computed without regard to changes in the ownership or management of the building; and

(g) A regular elevator Employee within the meaning of this Section is an elevator Employee of more than ninety (90) days' service in the building;

(f) Within thirty (30) days from the date of executing a contract for the installation of one (1) or more operatorless elevators, the Employer shall give written notice of that fact to the Association and the Union, stating the number of elevators to be converted and the approximate date when the conversion will be completed. It is recommended by the Association that its members consult with the Union officials and the elevator starter in the building concerning the number of cars to be shut down and the revision of elevator schedules during the period of conversion.

(g) When a job is to be eliminated by conversion to operatorless elevators, the right to accept conversion pay and retire from the employ of the Employer shall be determined by seniority; that is, conversion pay and retirement shall be offered to the oldest elevator Employee in point of service in the building, then to the next oldest in point of service and so on until the offer is accepted. If no elevator Employee accepts the offer, the last elevator Employee or Employees in seniority shall be retired from the employ of the Employer and shall receive the conversion pay, if any, to which such Employee or Employees are entitled.

(h) The Employer shall give each elevator Employee whose job shall be eliminated by the conversion to operatorless elevators at least thirty (30) days' advance notice of the date when such Employee's services will no longer be required. This date is hereafter referred to as the "termination date". In order to be entitled to conversion pay, the elevator Employee must have worked in the building until the termination date, except that such Employee may quit their job during the two week period before the termination date to accept other employment and except, as provided herein, for illness, disability or death. In the event an elevator Employee dies within six (6) months of their termination date and leaves a surviving spouse or a minor child or children, the conversion pay due such Employee, had they lived, shall be paid to such surviving spouse, or if there is no surviving spouse, to the Employee's minor child or children. If the termination date falls within an elevator Employee's leave of absence for illness or disability as provided in Article XIII, such Employee shall receive conversion pay even though such Employee

was not working in the building on termination date.

(i) By agreement between the Employer, the elevator Employee and the Union, conversion pay may be waived in whole or in part in consideration of other employment in the building or with the agency which manages the building, or for other reasons mutually satisfactory to them.

Section 2. If an Employer has a severance pay plan which is applicable to an elevator Employee whose job is eliminated by conversion to operatorless elevators, the elevator Employee may elect to receive either the conversion pay provided for in this Section, or the severance pay, but shall not be entitled to receive both.

ARTICLE XVII
(UNIFORMS AND LOCKERS)

Section 1. If uniforms are required, it is agreed that the Employer shall furnish them and shall regularly clean, press and maintain same in proper repair. All Employees shall be provided uniforms consisting of at least coat and trousers, but the Employer shall not be liable for failure to furnish uniforms due to causes beyond its practicable control. Operators and doorstaff shall, if requested, furnish and wear clean, pressed white shirts and black or brown shoes as required by the Employer and a clean, wrinkle-free tie, all acceptable to the Employer. The Employees, on their part, agree to take good care of such uniforms and not to wear them except in the course of their duties during working hours, meal time excepted and to wear the uniforms properly. The wearing of personal jewelry with the exception of wedding finger rings may be prohibited by the Employer.

Section 2. Employees shall be provided with clean, sanitary locker areas and lockers, and shall be provided with washing facilities, soap and towels.

Section 3. Each building shall provide and maintain an adequate first aid kit in the office of the building or some other central location.

Section 4. Although this Agreement states essential provisions covering wages, hours, and working conditions applicable to all covered Employees in buildings (Employers), it does not state each privilege, rule of the shop or working condition which Employees of a particular Employer have enjoyed under the prior agreement or the particular working conditions actually in effect at each such building. Accordingly, it is agreed that no building (Employer) shall use the Agreement as a reason for reducing or eliminating a beneficial working condition, rule of the shop or privilege, without first obtaining consent of the Association and the Union.

ARTICLE XVIII
(GRIEVANCE AND ARBITRATION PROCEDURE)

During the term of this Agreement, there shall be no strikes or lockouts. Differences of every kind which may arise with reference to this Agreement which cannot be settled directly by the parties concerned, shall be settled by the grievance and arbitration procedure as follows:

Section 1. Employees within the first one hundred and twenty (120) days of service (probationary period) shall be entitled to file a grievance for any violation of the Agreement, except for termination.

Section 2. STEP 1: Should the Union or any employee covered by this Agreement have any complaint, grievance or dispute concerning or arising from the application of this Agreement or directly related thereto, the Representative of the Union (or designated representative) and the Employee shall meet and discuss the grievance, complaint or dispute with the Building Manager of the Employer (or designated representative) involved within fifteen (15) business days after the

grievance, complaint or dispute arose. Failure to act within the time period specified waives the grievance.

Section 3. STEP 2: If the matter cannot be settled in above manner (Section 2. Step 1) within five (5) business days after the meeting, the representative of the Union shall reduce the complaint, grievance or dispute to writing, stating the nature of the dispute and the requested relief, and send a copy thereof to the Employer or its designated representative, requesting that the principal representative(s) of the Employer (other than the representative of the Employer who participated in the STEP 1 meeting) meet with a principal representative of the Union (other than the representative of the Union who participated in the STEP 1 meeting) within ten (10) business days to endeavor to settle the matter. Failure to act within the time period specified waives the grievance.

Section 4. STEP 2 A: Should an Employer have any complaint, grievance or dispute concerning or arising from the application of this Agreement it shall have the right within fifteen (15) business days after the grievance, complaint or dispute arose to meet and discuss the matter with a principal officer(s) of the Union to endeavor to settle the matter. Failure to act within the time period specified waives the grievance.

Section 5. Differences of every kind which may arise with reference to this Agreement involving members in good standing of ABOMA, and which if not resolved under Article XV, Section 1, Section 2, Section 3 or Section 4 above, shall be referred to a "Joint Board of Arbitration" in the following manner.

(a) STEP 3: The written statement of the specific grievance to be arbitrated shall be furnished by the party making the complaint to the other party and to ABOMA or the Union, as the case may be, setting forth in detail the grievance requiring arbitration, the requested relief, the dates of the prior grievance meetings as specified in Article XV, Section 1, Section 2, Section 3 or Section 4 above, and the names of the participants at each meeting within ten (10) business days of the meeting held pursuant to Section 2, Section 3 or Section 4. Failure to act within the time period specified waives the grievance.

(b) STEP 4: The “Joint Board of Arbitration” shall be selected within ten (10) business days from the receipt of the written statement of grievance, and shall consist of one (1) person selected by ABOMA and one (1) person selected by the Union, and shall endeavor to resolve the matter. No party may have legal counsel present. In the event a party insists upon legal counsel being present, that party will be deemed to have waived the right to a Board of Arbitration hearing and decision, and the grievance shall be considered unresolved at Step 5. Upon mutual written consent of the Union and ABOMA, the time limitation contained in STEP 4 may be extended.

(c) All documents including tape recordings and video files that will be used by either party at the Board of Arbitration hearing must be submitted five (5) business days in advance of the Board of Arbitration meeting to ABOMA. ABOMA upon receipt of the above documentation, tape recording and video files will submit the information to the ABOMA Appointed Arbitrator and the Union Appointed Arbitrator.

(d) STEP 5: The " Joint Board of Arbitration" shall meet within ten (10) business days after being selected and shall render their written decisions within (10) business days after the meeting. The arbitrators may not alter, change or in any way expand or contract the provision of this Agreement. Upon mutual written consent of the Union and ABOMA, time limitation contained in STEP 5 may be extended.

(e) In the event that the two members of the Joint Board of Arbitration issue an opinion in which they both concur, the matter shall be considered resolved, and the decision of

the "Joint Board of Arbitration" shall be final and binding on both parties, and shall be enforceable in a court of law in accordance with State and Federal law.

(f) The fees and expenses of the Joint Board of Arbitration shall be divided equally between the Union and the Employer. All other expenses of the arbitration shall be assumed by the party incurring them.

Section 6. The Union or the Employer, as the case may be, may within thirty (30) business days after completion of the Section 2 or Section 3 procedure, or, in cases of ABOMA members in good standing, for matters not resolved by the Section 5 procedure, notify the other party in writing that it wishes to arbitrate the grievance, complaint or dispute. Such notice, in the case of the Union shall be given to its Principal Representative and in the case of an Employer shall be given to its designated Principal Representative. The parties shall then attempt to agree upon an arbitrator. Failure to act within the thirty (30) business day time period waives the grievance. In the event that they cannot so agree within a period of five (5) business days, either party may apply to the Federal Mediation and Conciliation Service for a panel of seven (7) impartial arbitrators from which the parties shall select an arbitrator as follows.

(a) Either party shall have the right to strike the entirety of the first panel submitted by the Service and apply for a second panel.

(b) From the panel which is effective the parties shall, commencing with the party requesting arbitration, alternately strike off six (6) names. The remaining arbitrator shall be the arbitrator in the case.

Section 7. The arbitrator may not alter, change or in any way expand or contract the provision of this Agreement. The decision of the arbitrator shall be final and binding on both parties and shall be enforceable in a court of law in accordance with state and federal law.

Section 8. The fees and expenses of the arbitrator shall be divided equally between the Union and the Employer. All other expenses of the arbitration shall be assumed by the party incurring them.

Section 9. If the parties are unable to resolve a complaint, grievance or dispute concerning the payment of wages or benefits (other than those benefits provided pursuant to the Health Fund, Pension Fund/401(k) Plan and Training Fund), in lieu of arbitration pursuant to Section 5 through 8 of the Article, either party may apply to the Illinois Department of Labor, Conciliation and Mediation Division, for expedited mediation of the dispute. If the parties are unable to reach agreement on a resolution, the Mediator will be empowered to issue a final and binding resolution, which shall be enforceable in a court of law in the same manner and with the same effect as if the Mediator's resolution was an arbitration award.

Section 10. Upon mutual written consent of the parties, time limitations contained in this Article may be extended.

Section 11. Upon mutual written consent of the Union and the Employer and with written notice to ABOMA, Section 3 (STEP 2) or, Section 4 (STEP 2 a) or Section 5 (STEPS 3, 4 and 5) of Article XV can be waived.

ARTICLE XIX
(SEVERABILITY – ADOPTION - WITHDRAWAL)

Section 1. If any law now existing or hereafter enacted or any proclamation, resolution or edict of any national or State official or agency shall invalidate any portion of this Agreement, the entire Agreement shall not thereby be invalidated, but only that Article which may be in violation thereof, and either party hereto, upon request, may reopen for negotiations the

invalidated portion, and if any agreement thereon cannot be reached in thirty (30) days, either party may submit the matter to arbitration as herein provided.

Section 2. Regular members of the Association, other than those listed in the Schedules who, at the effective date or during the term hereof, elect to adopt this Agreement, shall notify the Association to that effect. It is understood that any Employer may be a party to this Agreement with respect to the building or buildings designated by said Employer without the obligation on the part of said Employer as to any other building owned, managed or controlled by it. Notice of election to adopt this Agreement shall be made by members of the Association in writing and the Association in turn shall notify the Union. Such notice shall state the name and location of the building to which the election applies and the name of the Employer. In like manner, the Association shall notify the Union when any building ceases to be represented in the regular membership of the Association.

Section 3. Withdrawal from membership in the Association does not release the building from its obligations under this Agreement. If any building, which is paying its employee wages higher than those provided in this Agreement, desires to adopt same, it shall not reduce such higher wages during the life of this Agreement.

Section 4. The Employer shall promptly notify the Union of any change in the ownership and or in the management agent of the building and the effective date of any such change.

ARTICLE XX
(MISCELLANEOUS PROVISIONS)

In the event it shall be determined by court or governmental agency that the Federal Wage and Hour Law applies to the labor covered by this Agreement, or in the event any Federal and/or State Law shall be enacted or held applicable to said labor, or to labor performed under like circumstances, then the wage and hour provisions of this Agreement shall, at the option of either party exercised by the giving of written notice to the other, be immediately stayed and suspended and of no further force or effect; and such provisions shall be subject matter of further negotiations between the parties hereto.

ARTICLE XXI
(MOST FAVORED EMPLOYER)

Section 1. If, during the term of this Agreement, the Union enters into a collective bargaining agreement with another employer or group of employers employing employees in elevator apartment buildings in Chicago (other than an employer engaged in the business of providing services within the scope of this Agreement pursuant to contracts with building owners or managers), which provides for wage rates or economic fringe benefits (such as, but not limited to, health and welfare, holidays or vacations) which are more favorable to an employer than the corresponding provisions of this Agreement, the parties to this Agreement will meet promptly to amend this Agreement to incorporate such more favorable provisions.

Section 2. The Union agrees to file with the Association a copy of each collective bargaining agreement it enters into with an employer or groups of employers employing employees covered by this Agreement in elevator apartment buildings in Chicago (other than with an employer engaged in the business of providing services within the scope of this Agreement pursuant to contracts with building owners and managers), within thirty (30) days following the execution of such agreement. The Association shall have the right, after two working days' notice to the Union, to inspect the copies of current non-association residential building contracts during the regular business hours of the Union to determine whether or not the Union has breached the above provisions of the collective bargaining agreement.

ARTICLE XXII
(MANAGEMENT RIGHTS)

The management of the premises and the direction of the work force and the authority to execute all of the functions and responsibilities of management including, but not limited to, the right to schedule the work to be performed and the assignment of Employees to such work, the control and regulation of all equipment and other property of the Employer, the determination, establishment and enforcement of reasonable published rules of safety and conduct, and the right to maintain discipline and efficiency of all Employees, are all vested exclusively in the Employer, except that such rights, functions and responsibilities are subject to and shall not be exercised in such manner as to conflict with any of the provisions of this Agreement.

ARTICLE XXIII
(EXECUTION)

This Agreement shall take effect December 1, 2022 and shall remain in full force and effect through November 30, 2025. For the duration of this Agreement, the parties waive further collective bargaining on all appropriate subjects of bargaining, whether or not mentioned herein.

This Agreement is made in duplicate, and each copy is an original.

Executed at Chicago, Illinois this _____ day of _____, 2022.

APARTMENT BUILDING OWNERS AND MANAGERS ASSOCIATION OF ILLINOIS

By:_____
Robert C. Wiggs, Secretary

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 - RESIDENTIAL DIVISION

By:_____
Genie Kastrup, President

LETTER OF AGREEMENT
DRUG AND ALCOHOL POLICIES

The Union acknowledges the right of ABOMA members to devise and implement a drug and alcohol policy within the parameters of State and Federal laws. The Union states that it has no objection to the implementation of any such policy to the extent that such policy constitutes a lawful exercise of the Employer's managerial discretion to institute reasonable rules and regulations; provided, however, that the Union reserves the right to review such policy and to challenge the unreasonableness of either the policy or its application through the Grievance Procedure set forth in the Standard Agreement.

Approved and Agreed effective as of December 1, 2022.

Apartment Building Owners and
Managers Association of Illinois

By: _____

Service Employees International Union,
Local 1
Residential Division

By: _____

LETTER OF AGREEMENT
SUBCONTRACTING

It is understood that Article XIV (Subcontracting) of the Collective Bargaining Agreement between Apartment Building Owners and Managers Association of Illinois and the Residential Division of the Service Employees International Union, Local 1 only covers work which was actually being performed by employees of the employer during the hours being worked by employees of the subcontractor. It is not intended to, and does not, cover work which is being done during a period outside the regular work hours of employer's employees. It is further understood that an employer may not avoid the requirements of Article XIV by laying-off or terminating employees in anticipation of subcontracting all or part of the work they have been performing.

Approved and Agreed effective as of December 1, 2022.

Apartment Building Owners and Managers Association of Illinois

Service Employees International Union,

Local 1

Residential Division

By: _____

By: _____

ABOMA-SEIU LOCAL 1
MEMORANDUM OF AGREEMENT

Apartment Building Owners and Managers Association of Illinois ("ABOMA") and Service Employees International Union Local 1 ("SEIU Local 1") hereby agree as follows with respect to ABOMA member buildings in relation to the collective bargaining agreement between ABOMA and SEIU Local No. 1 Building Services Division covering Doorstaff, Elevator Operators, Receiving and Package Room Employees, Door, Lobby And Hall Attendant employees effective December 1, 2019 (the "CBA"), for the period through November 30, 2025.

In the event an ABOMA member building (the "Property") subcontracts work in conformance with the terms set forth in of the CBA, the Property's former employees and all employees regularly assigned to work at the premises by the contractor may participate in the SEIU Local 1 Retirement Plans (National Industry Pension Fund or SEIU Local 1 401(k) Savings Plan) and the SEIU Local 1 Health Plan contingent on: (a) the Contractor being a party to a Collective Bargaining Agreement with SEIU Local 1; (b) the Property remaining a member in good standing of ABOMA; and (c) SEIU Local No. 1 and the Contractor entering into a Memorandum of Agreement in the form attached hereto as Exhibit 1 ("Contractor MOA").

The Contractor's right to contribute to the SEIU Local 1 Savings Plan and SEIU Local 1 Health Plan shall be contingent on: (a) ABOMA's receipt of a copy of the Contractor MOA signed by both SEIU Local 1 and the Contractor; and (b) confirmation the Property is an ABOMA member in good standing.

Approved and Agreed effective as of December 1, 2022.

Apartment Building Owners and Managers Association of Illinois

Service Employees International Union, Local 1

Residential Division

By: _____

By: _____

MEMORANDUM OF AGREEMENT
TO BE COMPLETED BY CONTRACTOR, BUILDING, AND UNION

Service Employees International Union Local 1 ("SEIU Local 1") and _____ ("Contractor") hereby agree that, inasmuch as Contractor employs employees at _____(the "Property"), which is an ABOMA member, Contractor may contribute on behalf of the employees at the Property to the SEIU Local 1 Retirement Plan (National Industry Pension Fund or SEIU Local 1 401(k) Savings Plan) and the SEIU Local No. 1 Health Plan, in accordance with the terms of the attached Collective Bargaining Agreement between ABOMA and SEIU Local 1 covering Doorstaff, Elevator Operators, Receiving and Package Room Employees, Door, Lobby and Hall Attendant Employees (the "CBA") for the period beginning December 1, 2022.

This Agreement shall be in effect only for so long as the Property remains a member in good standing of ABOMA (or for up to ninety (90) days after receipt by the Property of a written notice from ABOMA that the Property is no longer in good standing, unless the Property cures the deficiency and becomes a member in good standing prior to the expiration of the ninety (90)-day notice period.)

It is understood and agreed that this Agreement is effective only upon submitting a fully executed copy to ABOMA and confirmation the Property is an ABOMA member in good standing. The Contractor shall also provide a fully executed copy to the Union, SEIU Local 1 Health and Pension Funds and the ABOMA Member Building.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1
RESIDENTIAL DIVISION
By:_____
Date:_____

CONTRACTOR NAME
_____
Address: _____
_____
By:_____
Date:_____
Email: _____

Indicate the Pension Fund option the Property is participating in:

€ **The provisions of the CBA requiring contributions to the SEIU National Industry Pension Fund**
OR
€ **The provisions of the CBA requiring contributions to the 401(K) SEIU Local 1 Pension Savings Plan**
(available only if the Buildings has already withdrawn from National Industry Pension Fund (NIPF) or if the building has never contributed to the NIPF)

Name of Property: _____
Address: _____ Zip Code: _____
Management Company: _____
Representative: _____ Telephone Number: _____
Email: _____
Signature of authorized Building Representative _____ Date: _____
Verified by ABOMA _____ Date: _____

Date Copy submitted to SEIU Local 1 Benefit funds _____

Memorandum of Understanding With Respect to Collective Bargaining Agreement By And Between ABOMA And SEIU Local 1
Covering Doormen, Receiving Room Employees, and Others

For the period beginning September 10, 2021 and ending August 31, 2025
the following will be in effect:

COVID-19 Vaccination Mandate

Section 1. At its option, any authorizing ABOMA member Employer covered by the Agreement between ABOMA and SEIU Local 1 applicable to doormen, receiving room employees, and others (the "Agreement") may mandate COVID-19 vaccination for its Employees covered by such Agreement as a condition of their continued employment, subject to all of the following:

(a) The Employer must give all covered Employees at least 45 days' advanced written notice of its intent to impose a COVID-19 vaccination mandate as a condition of employment.

(b) The COVID-19 vaccination mandate must permit covered Employees the opportunity to pursue, and be granted where appropriate, reasonable accommodations as required by law where the individual is unable to become vaccinated on account of pregnancy, disability, or religious reasons. Employees granted exemption may be required to undergo regular COVID-19 testing during regularly-scheduled work hours, not to exceed two hours, on a weekly basis (where testing during regularly-scheduled work hours is not possible (e.g., an Employee working nights), the Employer may require testing before or after the Employee's regular shift).

(c) Employees who elect to receive a vaccination are responsible for scheduling and obtaining all recommended doses of an FDA-approved COVID-19 vaccine or a COVID-19 vaccine granted Emergency Use Authorization by the FDA. Employees shall receive paid leave time, up to a maximum of four hours, for the time it takes Employees to obtain each required dose of a COVID-19 vaccine.

(d) The Employer will grant up to one day of paid COVID-19 vaccination leave time for any and all Employees who experience side effects after receiving a COVID-19 vaccine that make them unable to work. This COVID-19 vaccination paid leave time will be in addition to the five paid sick leave days already awarded to Employees under the Agreement.

(e) All Employees must continue to comply with masking and other safety requirements as outlined in other Employer policies and directives as agreed to by the Union.

(f) Hazard Pay - If the Employees covered by the mandate are considered essential frontline workers by the State of Illinois, they shall be paid a wage premium of five (5%) percent of their regular hourly straight time wage per hour worked (maximum of forty (40) hours per work week) while working when, by Executive Order of the Governor of the State of Illinois, a stay-at-home order is in effect and only essential workers are allowed to work.

Section 2. To the extent an Employer has instituted a COVID-19 vaccination mandate pursuant to this Memorandum, all covered Employees of the Employer must provide proof of their vaccination to the Employer by any reasonable method requested by the Employer, including, but not limited to, production of a fully-executed U.S. Centers for Disease Control and Prevention "COVID-19 Vaccination Record Card."

(a) The Employer shall be required to keep all Employee "COVID-19 Vaccination Record Cards" in a separate folder away from Employee personnel folders.

(b) In cases where the Employer has reason to believe that the vaccination information provided by an Employee was not true or accurate, an Employee may be required to submit verification of vaccination from a state immunization information system.

Section 3. Any covered Employees, except those granted reasonable accommodation pursuant to Section 1(b) of this Memorandum, who fail to become fully-vaccinated against COVID-19, as defined by the U.S. Centers for Disease Control and Prevention, by the date of their Employer's implementation of a COVID-19 vaccination mandate in accordance with this Memorandum, may be terminated from employment (i.e., Employers may require vaccination as a condition of continuing employment).

Section 4. This Memorandum prohibits retaliation against any Employee on the basis of the election not to receive the vaccine, including seeking an accommodation as outlined in Section 1(b). The preceding sentence does not limit the right of Employers to terminate Employees as set forth in Section 3. The Parties further prohibit retaliation for reporting violations of this Memorandum or any other health and safety concern.

Section 5. Public health guidelines regarding COVID-19 and COVID-19 vaccines are rapidly changing as new information becomes available, as further research is conducted, and additional vaccines are approved and distributed. As a result, this Memorandum shall remain in effect through August 31, 2025, at which time ABOMA (on behalf of authorizing ABOMA members) and the Union will consider whether they wish to seek an extension. ABOMA (on behalf of authorizing ABOMA members) and the Union reserve the right to seek a modification of this Memorandum at any time to adapt to changing circumstances and business needs consistent with their commitment to maintaining a safe and healthy workplace.

The Apartment Building Owners and Managers Association of Illinois ("ABOMA")	**Service Employees International Union, Local No. 1**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date:_____

[Include Schedules]