



JOSEPH M. GOLDSTEIN
PARTNER, BOARD CERTIFIED IN BUSINESS
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June 16, 2023

VIA EMAIL

Robert Gleason
Director of Purchasing
Broward County Purchasing Division
115 S Andrews Ave Ste 212
Fort Lauderdale, FL 33301
rgleason@broward.org

**Re: RFP BLD2124561P1, Janitorial Services for County Facilities
Objection to Proposed Recommendation of Ranking to the Board of County
Commissioners**

Dear Mr. Gleason:

Shutts & Bowen LLP represents Chi-Ada Corporation (“Chi-Ada”) regarding RFP BLD2124561P1, Janitorial Services for County Facilities (the “RFP”). As the second-ranked vendor for Agreements 1, 3, and 4, Chi-Ada is an aggrieved vendor in connection with the proposed recommendation of ranking to the Board of County Commissioners/ Director of Purchasing (“Proposed Ranking”). Pursuant to Chapter 21, Part V. Section 21.42(h) of the Broward County Administrative Code, Chi-Ada objects to the Proposed Ranking of the RFP and states the following grounds for its objection. Sunshine Cleaning Systems, LLC’s, (“Sunshine Cleaning”) failure to disclose its change of ownership renders it non-responsible, and if Sunshine Cleaning had disclosed the following facts, then the Evaluation Committee would have decreased its scores.

Summary of Information Not Presented to the Evaluation Committee

Sunshine Cleaning Systems, LLC, is no longer the locally owned and managed company it represents to be in this procurement. On October 21, 2022, Sunshine Cleaning Systems, Inc., converted to a limited liability company, Sunshine Cleaning Systems, LLC, apparently in anticipation of the sale to out-of-state individuals who are officers for Pritchard Industries, Inc. (“Pritchard”)¹, a national commercial cleaning, and janitorial services company located in the Northeast, South, and Southwest. According to Sunbiz, Sunshine Cleaning is owned by Messrs. Thomas Melton, David Strupinsky, and Jay Leyden, officers of Pritchard.

¹ See LinkedIn Profile Screenshots of all named Pritchard officers, attached as **Exhibit 1**.

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Apparently, not only do they own Sunshine Cleaning, but they are the only managers of Sunshine Cleaning because other than these three (3) members, Sunbiz records do not show any manager for Sunshine Cleaning. Consistent with such, the previous highest-ranking officer of Sunshine Cleaning is now simply referred to as a Senior Advisor, and the corporate titles of the others are meaningless in the context of a limited liability company, which gives the authority to make any ultimate business decisions only through its managers—either member-managers or by retained managers.

Finally, contrary to the assertion that Sunshine Cleaning is a locally based subsidiary with its principal place of business (“PPB”) in Broward County, with three member/owners working and residing in New York and without any duly appointed manager under the LLC operating agreement located in Broward County, under the County’s Code of Ordinances it is presumed that Sunshine Cleaning does not have its principal place of business in Broward County, and no such clear and convincing evidence of such has been produced.²

A. Basis of Objection

i. Failure to Disclose Company Principals and Out-of-State PPB

Sunshine Cleaning, the currently first ranked vendor, on November 17, 2022, failed to include in its proposal response or update the County at its June 5, 2023 presentation of its actual principals, owners, and out-of-state principal place of business (“PPB”), as required by the solicitation.

Pursuant to Chapter 1, Article IV, Division 5, Sec. 1-74, of the Broward County Code of Ordinances:

[I]f fifty percent (50%) or more of the total equity interests in the vendor are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County, **it shall be presumed that the vendor does not have its principal place of business in Broward County.**

(emphasis added)

a. Sunshine Cleaning’s Ownership Change

In 2022, Pritchard, a New York-based company, acquired Sunshine Cleaning. *See* Prichard Website Screenshot 1, attached hereto as **Exhibit 2**.³ While the actual date of acquisition is not

² Upon posting of the rankings, we submitted a public records request for any additional materials Sunshine Cleaning submitted other than its proposal, but have not received a response to such yet.

³ In October 2021, LittleJohn and Co., LLC, a private investment firm based in Greenwich, Connecticut, acquired Pritchard. *See* [Acquisition Announcement Article](#) Screenshot, attached hereto as **Exhibit 3**.

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certain at this time,⁴ as of November 14, 2022, Thomas Melton, the Executive Vice President of Pritchard, was the Executive Vice President of Sunshine Cleaning. *See* Pritchard Website Screenshot 2, attached hereto as **Exhibit 4**; Exhibit 1, at 1; *see also* Sunshine Proposal, at 4-6, 8, excerpts of which are attached hereto as **Exhibit 5**. However, Mr. Melton was not included in Sunshine Cleaning's proposal as a company personnel, officer, or owner as required by the RFP.

b. Omission of Company Personnel

ON NOVEMBER 17, 2022, THREE DAYS AFTER EXECUTIVE VICE PRESIDENT, THOMAS MELTON, SIGNED PRICE SHEET DOCUMENTS FOR AGREEMENTS 1-4, SUNSHINE CLEANING SUBMITTED ITS PROPOSAL RESPONSE TO THE COUNTY. UNDER EVALUATION CRITERION 1, TITLED "ABILITY OF PERSONNEL", THE RFP REQUIRED THAT VENDORS "[S]UBMIT A RESUME OR BRIEF BIOGRAPHY FOR EACH OF THE COMPANY PRINCIPAL." RFP, AT 123 OF 180. (EMPHASIS ADDED.) ADDITIONALLY, PURSUANT TO QUESTION 11 UNDER THE VENDOR QUESTIONNAIRE AND STANDARD CERTIFICATIONS SECTION ("VENDOR QUESTIONNAIRE"), THE RFP REQUIRED VENDORS TO "LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, AND MAJOR SHAREHOLDER." RFP, AT 135 OF 180.

As evidenced by Sunshine Cleaning's proposal submission, Thomas Weldon was neither listed as a company principal under Evaluation Criterion 1 nor as an owner or officer under Question 11 of the Vendor Questionnaire. *See* Sunshine Proposal, at 12-13 of 133; *see also* Sunshine Proposal, at 114-15 of 133. With these representations and no subsequent amendments, Sunshine Cleaning represented that its list was exhaustive of each principal, owner, officer, or major shareholder when in fact it was not.

Under the Vendor Questionnaire requirement, the RFP made it abundantly clear, by stating in bold font, that "[i]f a response requires additional information, the Vendor should upload a written detailed response with submittal." RFP, at 134 of 180. Sunshine Cleaning failed to do so.

c. Omission of Out-of-State PPB

Pursuant to Question 6 of the Vendor Questionnaire, the RFP required vendors to list their PPB address. *Id.* In response to this question, Sunshine Cleaning represented that its PPB is "Sunshine HQ 3445 ne 12th terrace Ft. Lauderdale, FL 33334" *See* Sunshine Proposal, at 114 of 133. A common internet search indicates that Pritchard has listed the same address. *See* Figure 1.

⁴ [LinkedIn](#) update from Laura Coenen, indicates that since November 2022, she became a consultant with Sunshine Cleaning, which supports the proposition that Sunshine Cleaning was acquired by Pritchard in this timeframe before proposal submission. *See* Screenshot of LinkedIn, attached hereto as **Exhibit 6**.

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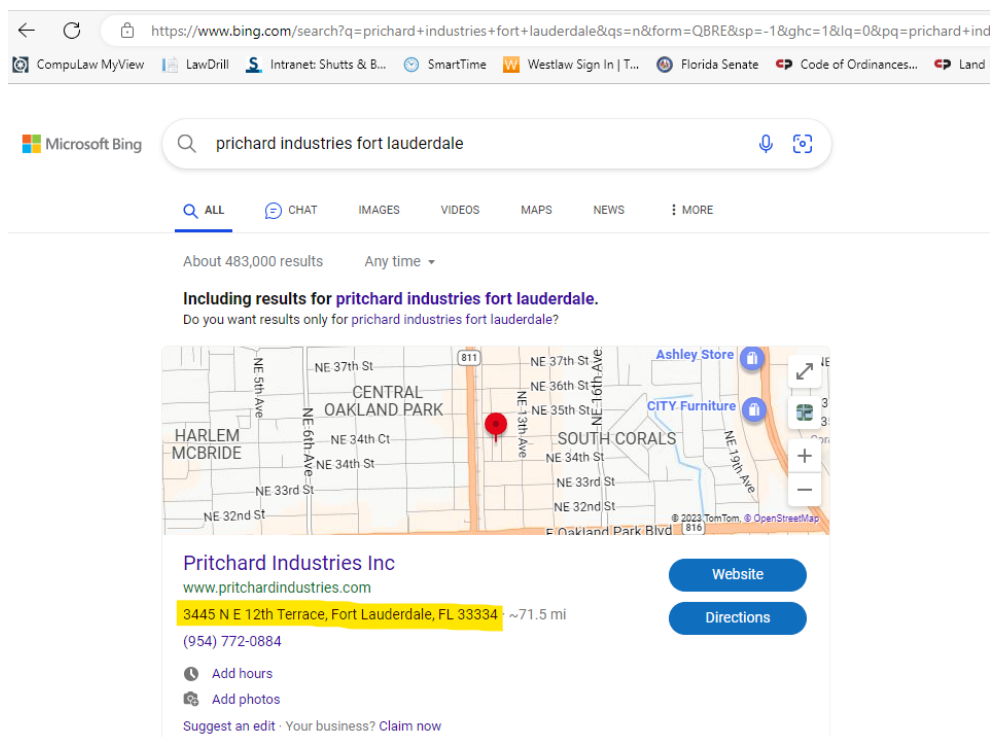


Figure 1. Internet Search of Pritchard Fort Lauderdale Address

However, since at least 2021, Pritchard filed with the Florida Secretary of State in its Annual Report that its PPB and mailing address is 150 East 42nd Street, 7th Floor, New York, NY 10017. *See* Pritchard 2021 Annual Report, attached hereto as **Exhibit 7**. Since the acquisition by Pritchard, it is evident that Sunshine Cleaning is being owned, controlled, and principally managed by its three out-of-state members/owners, as disclosed in its 2023 Annual Report.

On March 1, 2023, after proposal submittals but before vendor presentations, Sunshine Cleaning filed with the Florida Secretary of State its 2023 Florida Limited Liability Company Annual Report. *See* Sunshine Cleaning 2023 Annual Report, attached hereto as **Exhibit 8**. In this report, Sunshine Cleaning listed its current PPB as 150 East 42nd Street, 7th Floor, New York, NY 10017, and its current mailing address as 150 East 42nd Street, 7th Floor, New York, NY 10017. In addition to this material change of its PPB, which is consistent with Pritchard's PPB, all of Sunshine Cleaning's owners were changed. In its 2023 Annual Report, Thomas Melton, David Strupinsky, and Jay Leyden, all of a New York address, and two of which are officers of Pritchard, are listed as the sole members/owners of Sunshine Cleaning.

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The timing of the March 2023 updated filing of Sunshine Cleaning's Annual Report raises serious credibility questions since we know that Sunshine Cleaning was acquired by Pritchard in 2022, and that as of November 14, 2022, Thomas Melton executed documents as Sunshine Cleaning's Executive Vice President.

d. Failure to Update County at June 2023 Presentation

Pursuant to s. 605.0212(1)(e), Florida Statutes, "[a] limited liability company... shall deliver to the department for filing an annual report that states... [t]he name, time or capacity, and address of **at least one person** who has the **authority to manage** the company." (emphasis added). And per the RFP, "[i]f a response requires additional information, the Vendor should upload a written detailed response with submittal."

Sunshine Cleaning identified in its 2023 Annual Report three individuals with the authority to manage the company, all of whom are members with a PPB in New York. *See* Exhibit 8. However, none was identified in the proposal, any supplemental documentation, or at the vendor's presentation, seven months after proposal submissions and three months after filing its 2023 Annual Report, as a company principal.

Thus, an omission of material company principals from Evaluation Criterion 1 and later failure to inform the County of such an update as the owners of the company and the company's location bring to question the veracity of the titles of the individuals listed as company principals in the proposal since the listed individuals would be subject to the direction of the apparent three members/owners located in New York.

None of the aforementioned material changes to the PPB nor the company's principals were mentioned by Sunshine Cleaning in its November 17, 2022, proposal submission nor at its June 5, 2023, presentation, though by the date of the presentation, these changes have been in effect for at least three months and at most seven months.

Troubled Relationship with its Employees and Their Union

Sunshine Cleaning has failed to inform the County that on December 20, 2022, it filed a complaint against Service Employees International Union. *See* Complaint, attached hereto as **Exhibit 9**.

The aforementioned information presented in this objection to the Proposed Ranking was not presented or submitted to the Evaluation Committee when it made the Proposed Ranking. Had this information been presented or submitted to the Evaluation Committee it would have caused the Evaluation Committee to issue a different ranking, since this information calls to question the veracity of who the County is doing business with, and where the company has its PPB. It is in the best interest of the County to look into this matter as Sunshine Cleaning has been awarded all four

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Agreements not set-aside for small business enterprises, especially where the second ranked vendor, Chi-Ada, has submitted lower bids for at least two of the four agreements, and is a local business.

Attached with this objection are all documents Chi-Ada offers in support of its objection, and an attestation that all statements made in support of the objection are accurate, true, and correct.

Sincerely,

Shutts & Bowen LLP

A handwritten signature in blue ink that reads "Joseph M. Goldstein". The signature is written in a cursive, flowing style.

Joseph M. Goldstein
Janeil A. Morgan

cc:

Fernando Amuchastegui, Esq., FA@broward.org

Carolyn Messersmith, Purchasing Manager, CMESSERSMITH@broward.org

Mary Moss, Purchasing Agent, mmoss@broward.org

Constance Mangan, Purchasing, CMANGAN@broward.org


Randy Plunkett, Purchasing Agent, rplunkett@broward.org

I attest that all statements made in support of the objection are accurate, true, and correct.



Bartholomew Okoro
CEO/President of Chi-Ada Corporation
June 16, 2023

Exhibit 1



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Tom Melton

Executive Vice President at Pritchard Industries, Inc

New York, New York, United States · [Contact info](#)

500+ connections

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Activity


1,377 followers

Tom hasn't posted lately

Tom's recent posts and comments will be displayed here.

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Experience




Executive Vice President

Pritchard Industries, Inc

Jun 2013 - Present · 10 yrs 1 mo


Greater New York City Area



Vice President

Encourage Capital


Jul 2014 - Mar 2016 · 1 yr 9 mos



Associate

American Capital


Jul 2009 - Sep 2011 · 2 yrs 3 mos



Analyst

Lazard

Jul 2008 - Jul 2009 · 1 yr 1 mo




Analyst

Wells Fargo


Jun 2006 - Jun 2008 · 2 yrs 1 mo

Education




Yale University

Master of Business Administration (MBA)



Hampden-Sydney College

Bachelor of Arts (B.A.), Economics and Commerce



The London School of Economics and Political Science (LSE)

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Jay Leyden
CEO of Pritchard Industries, LLC
New York City Metropolitan Area · [Contact info](#)
500+ connections

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About


✓ Vision & Leadership ✓ Strategy & Execution ✓ Innovation & Transformation ✓ Revenue Acceleration ✓ P & L Management

Jay Leyden is a CEO with extensive experience driving aggressive growth while leading operations, pricing, sale ...see more

Activity
1,471 followers


Jay Leyden commented on a post · 2mo

Congratulations Clint! Another great adventure where I have no doubt you will make a big impact!

 121 50 comments · 3 reposts


Jay Leyden commented on a post · 2mo

Wow! A fabulous series of 15 games in only 10 days served by a great Pritchard Team with lots of support from all around! Amazing Job by All!! Thank You!


 91 14 comments

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Experience

**CEO and President**
Pritchard Industries
Oct 2018 - Present · 4 yrs 9 mos
New York, New York

CEO for this high growth facility services company responsible for leading a dynamic team committed to building long term client partnerships and delivering strong measureable results for our clients and stakeholde ...see more

**Exec. Vice President**
Aramark
2011 - Dec 2017 · 7 yrs


Recruited back to Aramark by COO to lead growth for a \$3B sector encompassing Sports and Entertainment, Business Dining, Refreshment Services and Leisure businesses.

**Chief Sales and Marketing Officer**
FM Facility Maintenance
2010 - 2011 · 1 yr
Hartford, Connecticut

Prepared company to double in size via a combination of organic growth and acquisition, establishing and leveraging systems and process to create a repeatable business model.

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Pritchard Industries-Global Services


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**Peter Pritchard** · 3rd+
CEO at Pritchard Industries, Inc


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**Joseph J Tinney, Jr.** · 3rd+
President | CEO | Board Director | Visionary Leadership and...

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**David Strupinsky** · 3rd+
CFO at Pritchard Industries, LLC


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**Tom Melton** · 3rd+
Executive Vice President at Pritchard Industries, Inc


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People you may know
From Jay's school

**Cadice Voisin**
Étudiant à Lycée Notre Dame d'Esperance


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**Mary Walsh**
Impact Leader at First B Corp Certified Swim School


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





**Caroline Grimont**

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David Strupinsky
CFO at Pritchard Industries, LLC
New York, New York, United States · [Contact info](#)
500+ connections

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**Pritchard Industries**

**The George Washington University School of Business**


Activity
599 followers


David Strupinsky commented on a post · 2w
Great team- keep up the good work!
14 2 comments


David Strupinsky commented on a post · 2w
Congrats
122 42 comments


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Experience


**CFO**
Pritchard Industries
Dec 2008 - Present · 14 yrs 7 mos
New York, New York


**VP Operations & Finance**
Fast Capital LLC
Nov 2005 - May 2008 · 2 yrs 7 mos


**CFO**
University Sports Publications
Nov 1999 - Nov 2005 · 6 yrs 1 mo

**Manager**
Konigsberg Wolf & Co., P.C.
Aug 1995 - Nov 1999 · 4 yrs 4 mos



Education

**The George Washington University School of Business**
1988 - 1992

**Poly Prep**

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Director of Risk Management at Pritchard Industries, Inc.
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**Jay Leyden** · 3rd+
CEO of Pritchard Industries, LLC
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**Robert Sokolowski** · 3rd+
COO at Pritchard Industries, Inc
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**Peter Pritchard** · 3rd+
CEO at Pritchard Industries, Inc
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People you may know
From David's company

**Rhonda Jenkins** 
Business Development Specialist Profile
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**Mario Lopez**
Project Manager/Pritchard/Carnival...
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**Bozena Brzezinska**
Director of Risk Management at Pritchard Industries, Inc.

**Messaging** 

Document title: (25) David Strupinsky | LinkedIn
Capture URL: <https://www.linkedin.com/in/david-strupinsky-1036594/>
Capture timestamp (UTC): Fri, 16 Jun 2023 14:09:24 GMT

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Exhibit 2

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Get To Know Pritchard Industries

1986 Pritchard Industries Founded in NYC	1987 Enters Washington DC	1988 Enters Florida	1989 Enters Alabama & Georgia	1990 Enters New Jersey	1994 Enters Houston	1996 Enters Austin & Dallas
2018 Enters Rhode Island	2017 Enters Massachusetts	2012 Enters Oklahoma	2011 Forms CORE Facility Services	2005 Forms SMM	2004 Enters San Antonio	1996 Forms PSEG
2019 Acquires PM of Alabama	2020 Acquires PBS of Texas	2021 Acquires DOW Janitorial, Global Industrial Services & Raritan Building Services	2022 Acquires Capitol City Janitorial, AffinEco, The Arthur Jackson Company, GBM, and Sunshine Cleaning Systems	2023 More to Come!		


Privacy - Terms

Exhibit 3

Exhibit 4


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Leadership Team


Experienced. Skilled. Adaptable. Resilient. Pritchard Industries selects leaders who enable business growth and responsiveness to client standards in a rapidly changing and challenging environment.



Robert Sokolowski
COO

Robert Sokolowski started his career following in his parents' footsteps with window cleaning. After fulfilling his military commitment, Mr. Sokolowski returned to the building service industry while pursuing his education where he received a Bachelor's in Business Administration from St. John's University. Robert involved himself in all phases and aspects of the janitorial and related building services industry throughout the United States and in some parts of Canada. During his tenure with Allied Building Services, Mr. Sokolowski oversaw large accounts such as Madison Square Garden, Mall of America, multiple Airports and Terminals, Arenas and Sporting Venues, and Hospitals.

With over 40 years of expertise, Mr. Sokolowski has continuously mastered all phases of building operations and his proficiency has proven to be invaluable to Pritchard operations, planning and strategy. Serving clients throughout the country, he is accountable for guaranteeing we constantly deliver first class solutions, while driving our philosophy focused on improvement.




David Strupinsky
CFO

David Strupinsky, a Certified Public Accountant (CPA), responsible for the day-to-day administrative operations of Pritchard Industries, as well as company accounting, compliance and investor relations. Mr. Strupinsky has 20 years' hands-on experience in Financial Service Industry, having held senior financial leadership positions at University Sports Publications, Fast Capital LLC, and Pritchard Industries. David is currently responsible for spearheading financial reporting, accounting, and risk management for all of Pritchard and its subsidiaries. His career has revolved around helping businesses to deliver well-defined financial results in complex environments.

With an in-depth understanding of financial markets, David has worked with various lenders such as banks, asset-based lenders, PO funding sources, and leasing and equipment lenders in completing an array of transactions.

Mr. Strupinsky has his CPA from New York and Bachelor of Arts in Accountancy from George Washington University. David is an active member of the AICPA (American Institute of Certified Public Accountants), NYSSCPA (New York State Society of Certified Public Accountants), and RMS (Risk and Insurance Management Society).




Tom Mellon
Executive Vice President and
Secretary President – West

Mr. Mellon has led business transformation initiatives and merger and acquisition strategies for a diverse group of companies and private equity firms over the last 15 years. Prior to joining Pritchard Industries in 2013, he developed a natural resources investment strategy at Encourage Capital, and facilitated new investments and managed portfolio companies at American Capital. Prior to American Capital, Mr. Mellon worked in M&A investment banking for Lazard and Wachovia.

Mr. Mellon earned his MBA from Yale University, his BA from Hampden-Sydney College, and he completed the General Course program at the London School of Economics.

Mr. Mellon serves on the Boards of Pritchard Industries, Hampden-Sydney College, The Lenox Hill Neighborhood House, Diversified Roofing and is a founding member of Turnah!, Inc., a non-profit supporting secondary education in east Africa.



Victoria Pasquale

Victoria Pasquale, a Certified Senior Professional in Human Resources, leads our HR and Talent Acquisition teams for Pritchard. Victoria has over 18 years' experience in both HR and field operations, focusing on development of the team and strategic planning for the corporation. Over the years, her key successes are shown through her future planning and performance development of teams.

Victoria spent 2 years as the Regional Vice President for Aramark foods, where she was responsible for all operations and Human Resources in the Northeast territory. Before Aramark, she spent 15 years at Target, in both field operations and HR.

Mrs. Pasquale earned her MBA, with a concentration in Human Resource Ethics, from Bellevue University and her



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Robert Sokolowski
COO

such as Madison Square Garden, Mall of America, multiple Airports and Terminals, Arenas and Sporting Venues, and Hospitals.

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CFO

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Tom Melton
Executive Vice President and
Interim President – West

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Mr. Melton serves on the Boards of Pritchard Industries, Hampden-Sydney College, The Lenox Hill Neighborhood House, Diversified Roofing and is a founding member of Tumaini, Inc., a non-profit supporting secondary education in east Africa.

Exhibit 5


Janitorial Services - Price Sheets - Agreement 1								
	QTY	UOM	DESCRIPTION	Year 1		Year 2		
				Per Hour	Annual	Per Hour	Annual	2 years
Additional Labor - Routine:								
	50	HR	Project Supervisor	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00	\$ 3,150.00
	50	HR	Site Supervisor	\$ 24.30	\$ 1,215.00	\$ 25.03	\$ 1,251.50	\$ 2,466.50
	50	HR	Full Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50
	50	HR	Part Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50
Additional Labor - Emergency:								
	50	HR	Project Supervisor	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00	\$ 3,150.00
	50	HR	Site Supervisor	\$ 24.30	\$ 1,215.00	\$ 25.03	\$ 1,251.50	\$ 2,466.50
	50	HR	Full Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50
	50	HR	Part Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50
Pass Thru:	1	EA	Materials/Supplies		\$ 1,000.00		\$ 1,000.00	\$ 2,000.00
Total (2)					\$ 10,216.00		\$ 10,703.00	\$ 20,919.00
Grand Total - Whole Group (Total 1 + Total 2)					\$ 1,289,775.89		\$ 1,332,784.23	\$ 2,622,560.12
Provide the Percentage of Price Attributed to Labor Portion of Services:				75%				
NAME OF COMPANY:				Sunshine Cleaning Systems				
AUTHORIZED PERSON NAME:				Thomas Melton				
AUTHORIZED PERSON TITLE:				Executive Vice President				
				DATE: Monday, November 14, 2022				

Janitorial Services - Price Sheets - Agreement 2									
ITEM NO.	FACILITY LOCATION	QTY	UOM	DESCRIPTION	Year 1		Year 2		Two Year Total
					Unit Price	Annual	Unit Price	Annual	
1 MAIN LIBRARY 100 SOUTH ANDREWS AVENUE FORT LAUDERDALE, FL 33301				Basic Services					
	12	MTH	General Cleaning	\$ 47,670.17	\$ 572,042.04	\$ 49,152.56	\$ 589,830.72	\$ 1,161,872.76	
	12	MTH	Restroom Cleaning	\$ 3,575.26	\$ 42,903.12	\$ 3,686.44	\$ 44,237.28	\$ 87,140.40	
	12	MTH	Floor Care	\$ 7,150.53	\$ 85,806.36	\$ 7,372.88	\$ 88,474.56	\$ 174,280.92	
	12	MTH	Cleaning Supplies	\$ 1,839.88	\$ 22,078.56	\$ 1,895.08	\$ 22,740.96	\$ 44,819.52	
	12	MTH	Paper Products/Trash Bags	\$ 1,986.37	\$ 23,836.44	\$ 1,986.37	\$ 23,836.44	\$ 47,672.88	
			Additional Services						
	1	YR	Deep Cleaning	\$ 14,301.05	\$ 14,301.05	\$ 14,745.77	\$ 14,745.77	\$ 29,046.82	
	1	YR	Window Cleaning	\$ 13,955.00	\$ 13,955.00	\$ 13,955.00	\$ 13,955.00	\$ 27,910.00	
	195	HR	Porter Hours Per Month	\$ 18.93	\$ 44,296.20	\$ 19.50	\$ 45,630.00	\$ 89,926.20	
	9,833	SQF	Pressure Cleaning	\$ 0.07	\$ 688.28	\$ 0.07	\$ 688.28	\$ 1,376.55	
	23,836	SQF	Carpet Cleaning, Additional	\$ 0.12	\$ 2,860.37	\$ 0.12	\$ 2,860.37	\$ 5,720.74	
	47,673	SQF	Electrostatic Disinfection	\$ 0.10	\$ 4,767.28	\$ 0.10	\$ 4,767.28	\$ 9,534.56	
Total				\$ 827,534.69		\$ 851,766.65	\$ 1,679,301.35		
Total (1) - Summary, all facilities					\$ 827,534.69		\$ 851,766.65	\$ 1,679,301.35	
		QTY	UOM	DESCRIPTION	Year 1		Year 2		
					Per Hour	Annual	Per Hour	Annual	2 years
Additional Labor - Routine:									
	50	HR	Project Supervisor	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00	\$ 3,150.00	
	50	HR	Site Supervisor	\$ 24.30	\$ 1,215.00	\$ 25.03	\$ 1,251.50	\$ 2,466.50	
	50	HR	Full Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50	
	50	HR	Part Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50	
Additional Labor - Emergency:									
	50	HR	Project Supervisor	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00	\$ 3,150.00	
	50	HR	Site Supervisor	\$ 24.30	\$ 1,215.00	\$ 25.03	\$ 1,251.50	\$ 2,466.50	
	50	HR	Full Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50	
	50	HR	Part Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50	
	Pass Thru: 1	EA	Materials/Supplies		\$ 1,000.00		\$ 1,000.00	\$ 2,000.00	
Total (2)					\$ 10,216.00		\$ 10,703.00	\$ 20,919.00	
Grand Total - Whole Group (Total 1 + Total 2)					\$ 837,750.69		\$ 862,469.65	\$ 1,700,220.35	
Provide the Percentage of Price Attributed to Labor Portion of Services: <u>75%</u>									
NAME OF COMPANY: <u>Sunshine Cleaning Systems, LLC</u>									
AUTHORIZED PERSON NAME: <u>Thomas Melton</u>									
AUTHORIZED PERSON TITLE: <u>Executive Vice President</u>									
DATE: <u>Monday, November 14, 2022</u>									

Janitorial Services - Price Sheets - Agreement 3									
ITEM NO.	FACILITY LOCATION	QTY	UOM	DESCRIPTION	Year 1		Year 2		Two Year Total
					Unit Price	Annual	Unit Price	Annual	
1	SOUTH REGIONAL COURTHOUSE 3550 HOLLYWOOD BOULEVARD HOLLYWOOD, FL 33021			Basic Services					
		12	MTH	General Cleaning	\$ 11,166.70	\$ 134,000.40	\$ 11,565.59	\$ 138,787.08	\$ 272,787.48
		12	MTH	Restroom Cleaning	\$ 837.50	\$ 10,050.00	\$ 867.42	\$ 10,409.04	\$ 20,459.04
		12	MTH	Floor Care	\$ 1,675.00	\$ 20,100.00	\$ 1,734.84	\$ 20,818.08	\$ 40,918.08
		12	MTH	Cleaning Supplies	\$ 504.97	\$ 6,059.64	\$ 520.12	\$ 6,241.44	\$ 12,301.08
		12	MTH	Paper Products/Trash Bags	\$ 647.50	\$ 7,770.00	\$ 647.50	\$ 7,770.00	\$ 15,540.00
				Additional Services					
		1	YR	Deep Cleaning	\$ 3,350.01	\$ 3,350.01	\$ 3,469.68	\$ 3,469.68	\$ 6,819.69
		1	YR	Window Cleaning	\$ 3,975.00	\$ 3,975.00	\$ 3,975.00	\$ 3,975.00	\$ 7,950.00
		173	HR	Porter Hours Per Month	\$ 18.93	\$ 39,298.68	\$ 19.50	\$ 40,482.00	\$ 79,780.68
		8,547	SQF	Pressure Cleaning	\$ 0.07	\$ 598.29	\$ 0.07	\$ 598.29	\$ 1,196.58
		15,540	SQF	Carpet Cleaning, Additional	\$ 0.12	\$ 1,864.80	\$ 0.12	\$ 1,864.80	\$ 3,729.60
		10,360	SQF	Electrostatic Disinfection	\$ 0.10	\$ 1,036.00	\$ 0.10	\$ 1,036.00	\$ 2,072.00
				Total		\$ 228,102.82		\$ 235,451.41	\$ 463,554.23
Total (1) - Summary, all facilities					\$ 228,102.82		\$ 235,451.41	\$ 463,554.23	
		QTY	UOM	DESCRIPTION	Year 1		Year 2		
					Per Hour	Annual	Per Hour	Annual	2 years
Additional Labor - Routine:									
		50	HR	Project Supervisor	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00	\$ 3,150.00
		50	HR	Site Supervisor	\$ 24.30	\$ 1,215.00	\$ 25.03	\$ 1,251.50	\$ 2,466.50
		50	HR	Full Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50
		50	HR	Part Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50
Additional Labor - Emergency:									
		50	HR	Project Supervisor	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00	\$ 3,150.00
		50	HR	Site Supervisor	\$ 24.30	\$ 1,215.00	\$ 25.03	\$ 1,251.50	\$ 2,466.50
		50	HR	Full Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50
		50	HR	Part Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50
		Pass Thru:	1	EA		\$ 1,000.00		\$ 1,000.00	\$ 2,000.00
				Total (2)		\$ 10,216.00		\$ 10,703.00	\$ 20,919.00
Grand Total - Whole Group (Total 1 + Total 2)					\$ 238,318.82		\$ 246,154.41	\$ 484,473.23	
Percentage of Price Attributed to Labor Portion of Services					<u>75%</u>				
NAME OF COMPANY: Sunshine Cleaning Systems, LLC									
AUTHORIZED PERSON NAME: Thomas Melton									
AUTHORIZED PERSON TITLE: Executive Vice President					DATE: Monday, November 14, 2022				

Janitorial Services - Price Sheets - Agreement 4								
	QTY	UOM	DESCRIPTION	Year 1		Year 2		
				Per Hour	Annual	Per Hour	Annual	2 years
Additional Labor - Routine:	50	HR	Project Supervisor	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00	\$ 3,150.00
	50	HR	Site Supervisor	\$ 24.30	\$ 1,215.00	\$ 25.03	\$ 1,251.50	\$ 2,466.50
	50	HR	Full Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50
	50	HR	Part Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50
Additional Labor - Emergency:	50	HR	Project Supervisor	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00	\$ 3,150.00
	50	HR	Site Supervisor	\$ 24.30	\$ 1,215.00	\$ 25.03	\$ 1,251.50	\$ 2,466.50
	50	HR	Full Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50
	50	HR	Part Time Service Crew Emp.	\$ 18.93	\$ 946.50	\$ 19.50	\$ 975.00	\$ 1,921.50
Pass Thru:	1	EA	Materials/Supplies		\$ 1,000.00		\$ 1,000.00	\$ 2,000.00
Total (2)					\$ 10,216.00		\$ 10,703.00	\$ 20,919.00
Grand Total - Whole Group (Total 1 + Total 2)					\$ 1,433,269.60		\$ 1,474,361.07	\$ 2,907,630.67
Provide Percentage of Price Attributed to Labor Portion of Services				75%				
NAME OF COMPANY:				Sunshine Cleaning Systems,LLC				
AUTHORIZED PERSON NAME:				Thomas Melton				
AUTHORIZED PERSON TITLE:				Executive Vice President				
				DATE: Monday, November 14, 2022				

Exhibit 6



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Laura Coenen
Consultant
Fort Lauderdale, Florida, United States · [Contact info](#)
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Experience


 **Sunshine Cleaning Systems, Inc.**
8 yrs 11 mos


- Consultant**
Nov 2022 - Present · 8 mos
Florida, United States
- President and CEO**
Mar 2016 - Jun 2023 · 7 yrs 4 mos
Fort Lauderdale FL
- Consultant**
Aug 2014 - Mar 2016 · 1 yr 8 mos


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at
[Connect](#)

Exhibit 7

FILED
Apr 27, 2021
Secretary of State
7251399423CC

2021 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F00000005812

Entity Name: PRITCHARD INDUSTRIES (SOUTHEAST), INC.

Current Principal Place of Business:

150 EAST 42ND STREET
7TH FLOOR
NEW YORK, NY 10017

Current Mailing Address:

150 EAST 42ND STREET
7TH FLOOR
NEW YORK, NY 10017 US

FEI Number: 58-1927190

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: DAVID K. STRUPINSKY

04/27/2021

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title TREASURER
Name STRUPINSKY, DAVID K.
Address 150 EAST 42ND STREET
 7TH FLOOR
City-State-Zip: NEW YORK NY 10017

Title PRESIDENT
Name LEYDEN, JAY
Address 150 EAST 42ND STREET
 7TH FLOOR
City-State-Zip: NEW YORK NY 10017

Title VP
Name SOKOLOWSKI, ROBERT
Address 1120 AVENUE OF THE AMERICAS
 17TH FLOOR
City-State-Zip: NEW YORK NY 10036

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAVID K. STRUPINSKY

TREASURER

04/27/2021

Electronic Signature of Signing Officer/Director Detail

Date

Exhibit 8

FILED
Mar 01, 2023
Secretary of State
9241254304CC

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L22000452191

Entity Name: SUNSHINE CLEANING SYSTEMS, LLC

Current Principal Place of Business:

150 EAST 42ND STREET
7TH FLOOR
NEW YORK, NY 10017

Current Mailing Address:

150 EAST 42ND STREET
7TH FLOOR
NEW YORK, NY 10017 US

FEI Number: NOT APPLICABLE

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MAUREEN CATHELL

03/01/2023

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MEMBER
Name MELTON, THOMAS
Address 150 EAST 42ND STREET
7TH FLOOR
City-State-Zip: NEW YORK NY 10017

Title MEMBER
Name STRUPINSKY, DAVID
Address 150 EAST 42ND STREET
7TH FLOOR
City-State-Zip: NEW YORK NY 10017

Title MEMBER
Name LEYDEN, JAY
Address 150 EAST 42ND STREET
7TH FLOOR
City-State-Zip: NEW YORK NY 10017

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: THOMAS MELTON

MEMBER

03/01/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date

Case Number: CACE-22-018592 Division: 13
Filing # 163436522 E-Filed 12/20/2022 11:36:15 PM

IN THE CIRCUIT COURT FOR THE
17TH JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

SUNSHINE CLEANING SYSTEMS, LLC
f/k/a SUNSHINE CLEANING SYSTEMS,
INC. a Florida limited liability company,

Plaintiff,

CASE NO.:

v.

SERVICE EMPLOYEES
INTERNATIONAL UNION 32B-32J CORP
d/b/a SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 32BJ,

Defendant.

/

COMPLAINT

Plaintiff, Sunshine Cleaning Systems LLC f/k/a Sunshine Cleaning Systems, Inc. ("Sunshine" or "Plaintiff"), a Florida limited liability company, hereby files its Complaint against Defendant, Service Employees International Union 32B-32-J Corp d/b/a Service Employees International Union, Local 32BJ ("Union" or "Defendant"):

JURISDICTION AND VENUE

1. This is an action seeking declaratory and injunctive relief resulting from a work stoppage and strike by Defendant in violation of the parties' collective bargaining agreement. This action arises under Section 301 of the Labor Management Relations Act of 1947 ("LMRA"), as amended, 29 U.S.C. § 185.

2. Venue is proper in Broward County, Florida, the place where the causes of action asserted herein accrued and the place where the economic damages giving rise to this Complaint occurred.

3. Plaintiff Sunshine is a Florida limited liability company with its principal place of

Complaint
Page 2 of 8

business in Broward County, Florida. At all times mentioned in this Complaint, Plaintiff is an employer in an industry affecting commerce, as defined in Sections 501(1) and (3) and 2(2) of the LMRA, 29 U.S.C. §§ 142(1), (3), and 152(2), and within the meaning of Section 301 of the LMRA, 29 U.S.C. § 185.

4. Defendant Union is and was, at all material times, a Florida Not For Profit Corporation regularly conducting business in Broward County, Florida. Defendant is a labor organization representing employees in an industry affecting commerce, as defined in Sections 501(1) and (3) and 2(2) of the LMRA, 29 U.S.C. §§ 142(1), (3), and 152(5), and within the meaning of Section 301 of the LMRA, 29 U.S.C. § 185.

5. In support of the facts asserted and the relief requested herein, Plaintiff has attached as **Exhibit 1** the affidavit of the Vice President of Sunshine Cleaning, LLC, Randy Kierce.

GENERAL ALLEGATIONS

6. Plaintiff is a janitorial services company responsible for cleaning operations at Fort Lauderdale-Hollywood International Airport (“FLL”).

7. Plaintiff employs approximately 250 janitorial employees at FLL.

8. Plaintiff is a party to a Collective Bargaining Agreement (the “CBA”) with the Union. The current contract went into effect on January 1, 2021 and expires on December 31, 2023. The CBA is attached as **Exhibit 2**.

9. Plaintiff has four subcontractors at FLL that provide janitorial services. These contractors are NAPM, Inc., L&B, Inc., Patrick's Inc., and Ann's Janitorial (collectively the “Subcontractors”). The Subcontractors are also parties to the CBA. They employ approximately 175 janitorial employees at FLL.

10. Article 4 of the CBA titled “No Strikes and Lockouts” is a no-strike clause stating

Complaint
Page 3 of 8

that the Union agrees there will be no strike, walkout, slow-down, or picket of the Plaintiff's business during the term of the Agreement. *Id.* at Article 4.

11. On December 21, 2021, the Union and Sunshine entered into a Memorandum of Agreement that shifted the health insurance benefit plan from the Union to a Sunshine Cleaning health insurance plan. In this Memorandum of Agreement ("MOA"), it was expressly agreed that all other terms of the CBA remain in effect, specifically including Article 4. The MOA is attached as **Exhibit 3**.

12. In late November 2022, the Union requested Sunshine and the Subcontractors to engage in bargaining about the upcoming increase in the living wage payments designated by Broward County. There were three bargaining sessions that occurred on December 9, 2022, December 16, 2022 and December 20, 2022. Sunshine remains open to further bargaining sessions with the Union.

13. Soon after a negotiation session ended on December 20, 2022, the Union issued a flyer to the FLL employees of Sunshine and the Subcontractors. A true and accurate copy of the flyer is attached as **Exhibit 4**.

14. This flyer includes a statement from the Union that "we need to take action now!" *Id.*

15. Soon after this flyer was distributed, the employees of Sunshine and the Subcontractors refused to report to work on the second shift beginning at 2:00 p.m. at FLL. Upon information and belief, employees assigned to the first shift on Wednesday, December 21, 2022 at 6:00 a.m. are participating in this strike and/or work stoppage and may not report to work.

16. The Union has three stewards who represent the Union and are employees of Sunshine. These stewards refused to take any action regarding the work stoppage, and upon

Complaint
Page 4 of 8

information and belief, the stewards led the work stoppage or have ratified, condoned, instigated, supported, or assisted in the illegal job actions that have violated the CBA.

17. Plaintiff called the Union's representative sometime between 2:45 and 3:00 p.m. on December 20, 2022, demanding that the Union comply with the CBA and take action to stop the illegal job action.

18. The Union has failed to provide satisfactory assurances that the Union disavows the job action by the workers, has not immediately issued written notice to the employees that the job action is in violation of the CBA and thereby requested in writing that the employees cease immediately such activity. This is specifically required in Article 4 of the CBA. *See Exhibit 2* at p. 6.

19. Sunshine and the Subcontractors are responsible for maintaining the cleanliness of FLL. The continued illegal job action by the Union and the employees jeopardizes the continued safe and healthy operation of FLL.

20. The Union's conduct has disrupted and will continue to disrupt Plaintiff's business operations and cause Plaintiff irreparable harm and damages unless the Union is restrained by order and injunction of the Court from continuing to violate the CBA, from continuing to engage in the strike within the meaning of the CBA, and from continuing to encourage, instigate or assist Plaintiff's employees in engaging in or continuing the strike and work stoppage.

21. Demand has been made to the Union to cease and desist and take all reasonable steps to remedy the situation in accordance with the CBA.

22. Accordingly, Plaintiff brings the instant action for declaratory and injunctive relief.

23. All conditions precedent to the institution and maintenance of this action have been performed, excused or have otherwise occurred.

Complaint
Page 5 of 8

COUNT 1

DECLARATORY JUDGMENT PURSUANT TO FLORIDA STATUTE § 86.011, ET SEQ.

24. Plaintiff realleges and incorporates the allegations in paragraphs 1 through 23 as if fully set forth herein.

25. This Court has the jurisdiction to declare the rights, status and other equitable or legal relationships whether or not further relief could be claimed. This Court may render declaratory judgments on the existence, or non-existence, of any immunity, power, privilege or right; or any fact upon which existence or non-existence of such immunity, power, privilege or right does or may depend, whether such immunity, power, privilege or right now exists or will arise in the future. Any person seeking a declaratory judgment may also demand additional, alternative, coercive, subsequent, or supplemental relief in addition to seeking a declaratory judgment, pursuant to Florida Statute § 86.011.

26. Based upon the facts and underlying circumstances of this Action, Plaintiff believes the Union has violated the CBA by ratifying, condoning, instigating, supporting, or assisting in illegal job actions prohibited by Article 4 of the CBA.

27. Plaintiff is in doubt and uncertain as to its powers, rights, status, or other legal or equitable rights and interests with respect to the CBA.

28. Plaintiff believes, but is uncertain, that the Union has violated the CBA by ratifying, condoning, instigating, supporting, or assisting in the strike and work stoppage engaged in by the employees of Sunshine and the Subcontractors or by failing to provide satisfactory assurances that the Union disavows the job action by the workers.

29. As a result of the foregoing, Plaintiff is in doubt as to its rights, status, privileges, and immunities and therefore has an actual, present and immediate need for a declaration of its

Complaint
Page 6 of 8

rights, status or other legal or equitable relations and interests regarding the foregoing matter, and Plaintiff is entitled to be free of such doubt.

30. Pursuant to Fla. Stat. § 86.061, this Court has the power to grant supplemental relief based upon a declaratory judgment when necessary or proper. If the application is sufficient, this Court should declare that the Union has violated the CBA, order the Union to direct that its employees to cease all illegal job actions prohibited by the CBA and return to work in compliance with the CBA.

31. Pursuant to Fla. Stat. § 86.111, and so that the parties hereto can obtain a timely declaration of their rights, status, or other equitable relations with respect to the issues described herein, this matter should be advanced on the Court's calendar.

WHEREFORE, based on the foregoing, Plaintiff, Sunshine Cleaning Systems LLC f/k/a Sunshine Cleaning Systems, Inc., respectfully requests that this Court take jurisdiction over this cause and enter its judgment declaring the parties' rights, status, or other legal or equitable relations as set forth herein, for additional, alternative, coercive, subsequent or supplemental relief to effectuate the Court's declaration, costs, and such other and further relief that this Court deems just and proper.

COUNT II
CLAIM FOR INJUNCTIVE RELIEF

32. Plaintiff restates and incorporates herein by reference the statements and allegations contained in Paragraphs 1 through 23 as stated above.

33. The Union members have violated Article 4 of the CBA by engaging in a strike and work stoppage.

34. The Union's duly authorized agents and representatives have violated the CBA by

Complaint
Page 7 of 8

ratifying, condoning, instigating, supporting, or assisting in the strike and work stoppage and by failing to provide satisfactory assurances that the Union disavows the job actions specified herein in violation of the Agreement.

35. The Union, together with its officers, representatives, members and agents of the Union, and all of the persons associated with them, have unlawfully acted in concert with one another to injure Sunshine and harm its business, and have interfered with the conducting of Sunshine's business.

36. The strike and work stoppage referenced above has continued through the filing of this action and will continue unless restrained or enjoined by this Court.

37. The Union's strike and work stoppage have caused and will continue to cause immediate irreparable damage to the business, reputation, and good will of Plaintiff, and Plaintiff is without an adequate remedy at law.

WHEREFORE, based on the foregoing, Plaintiff, Sunshine Cleaning Systems LLC f/k/a Sunshine Cleaning Systems, Inc., respectfully requests this Court to grant temporary, preliminary, and permanent injunctive relief compelling the Union to comply with the CBA, enjoining the Union from engaging in, or continuing to engage in, a strike, work stoppage, or any other illegal job action prohibited under the CBA.

Dated: December 20, 2022

Respectfully submitted,

By: /s/Kenneth A. Knox
Kenneth A. Knox
Fla. Bar No. 0829455
kknox@fisherphillips.com
Michael E. Bonner
Fla. Bar No. 111907
mbonner@fisherphillips.com

Complaint
Page 8 of 8

Fisher & Phillips, LLP
450 East Las Olas Boulevard
Suite 800
Fort Lauderdale, Florida 33301
Telephone (954) 525-4800
Facsimile (954) 525-8739
Attorneys for Plaintiff

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IN THE CIRCUIT COURT FOR THE
17TH JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

SUNSHINE CLEANING SYSTEMS, LLC
f/k/a SUNSHINE CLEANING SYSTEMS,
INC. a Florida limited liability company,

Plaintiff,

CASE NO.:

v.

SERVICE EMPLOYEES
INTERNATIONAL UNION 32B-32J CORP
d/b/a SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 32BJ,

Defendant.

/

DECLARATION OF RANDY KIERCE

I, Randy Kierce, do declare and state as follows:

1. I make this Declaration on the basis of personal knowledge. I'm over the age of 18 years and competent to testify to the following.
2. I am the Vice President of Sunshine Cleaning, LLC. My job duties include managing Sunshine's operations at the Fort Lauderdale Hollywood International Airport ("FLL"). I am also responsible for managing the business of the four subcontractors to Sunshine at FLL. Further, I've been involved in and manage the Union relations between Sunshine Cleaning and SEIU 32BJ.
3. Sunshine Cleaning has four subcontractors: NAPM, Inc., L&B, Inc., Patrick's Inc., and Ann's Janitorial.
4. Attached as Exhibit 2 to the Complaint is a true and accurate copy of the Collective Bargaining Agreement ("CBA") between Sunshine Cleaning and the subcontractors and Service Employees International Union, Local 32BJ. The CBA is in effect from January 1, 2021 to December 31, 2023. The parties also negotiated at the Union's request a Memorandum of Agreement "Agreement") that was signed on December 21, 2021. A true and accurate copy of this Agreement is attached to the Complaint as Exhibit 3.
5. Sunshine Cleaning employs approximately 250 janitorial employees at FLL. The subcontractors listed above employ approximately 175 janitorial employees at FLL.

6. Broward County on or about October 2022, announced increases in the living wage amounts, including the health care supplement. These new rates go into effect on January 1, 2023.

7. As a result of the changes in the living wage amounts, the Union requested Sunshine Cleaning and the subcontractors reopen negotiations as to the implementation of these increases on the wages and benefits of the employees of the subcontractors and Sunshine. Sunshine, with authorization from the subcontractors, has engaged in collective bargaining with the Union in December 2022. No agreement has been reached yet with respect to these negotiations.

8. Soon after a negotiation session ended on December 20, 2022, the Union issued a flyer to the FLL employees of Sunshine Cleaning and its subcontractors. A true and accurate copy of this flyer is attached to the Complaint as Exhibit 4. This flyer includes a statement from the Union that "we need to take action now!" Soon after this flyer was distributed, the employees of Sunshine Cleaning and its subcontractors refused to report to work on the second shift beginning at 2:00 p.m. at FLL. Upon information and belief, employees assigned to the first shift on December 21 at 6:00 a.m. may not report to work.

9. The Union stewards were observed handing out the flyers attached to the Complaint as Exhibit 4. This afternoon, employees had gathered at a vestibule at FLL. When a project manager approached the employees, he specifically spoke with Head Steward Jean Jasmin. The project manager asked if the employees were going to work. Mr. Jasmin replied stating no, the employees were not working.

10. I called Helene O'Brien sometime between 2:45 and 3:00 p.m. on December 20, 2022, demanding that the Union comply with the CBA and take action to stop the illegal job action. Although she has come to the airport, as of now, the Union has failed to provide satisfactory assurances that the Union disavows the job action by the workers, has not immediately issued written notice to the employees that the job action is in violation of the CBA and thereby requested in writing that the employees cease immediately such activity. This is specifically required in Article 4 of the CBA. (Exhibit 2, page 6). Further, the Union Stewards are participating and perhaps leading the illegal job action and, upon information and belief, the Union has not taken any action against these employees who are the Union appointed leaders at FLL.

11. Sunshine Cleaning and its subcontractors are responsible for maintaining the cleanliness in at FLL. The continued illegal job action by the Union and the employees jeopardizes the continued safe and healthy operation of FLL.

12. I hereby declare that the above statements are true to the best of my knowledge and belief and that I understand they are made for use as evidence in court and are subject to penalty for perjury.

Dated: December 20, 2022

Randy Kierce

Randy Kierce






Sunshine Cleaning - Declaration of Randy Kierce (1)

Final Audit Report

2022-12-21

Created:	2022-12-21
By:	Katharine Dunn (KDUNN@fisherphillips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABcek1bIBWI9KL_GRfXAEm-KLhRzBdCay

"Sunshine Cleaning - Declaration of Randy Kierce (1)" History

-  Document created by Katharine Dunn (KDUNN@fisherphillips.com)
2022-12-21 - 2:35:16 AM GMT
-  Document emailed to Randy Kierce (randy@sunclean.com) for signature
2022-12-21 - 2:35:54 AM GMT
-  Email viewed by Randy Kierce (randy@sunclean.com)
2022-12-21 - 2:40:21 AM GMT
-  Document e-signed by Randy Kierce (randy@sunclean.com)
Signature Date: 2022-12-21 - 2:41:02 AM GMT - Time Source: server
-  Agreement completed.
2022-12-21 - 2:41:02 AM GMT



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COLLECTIVE BARGAINING AGREEMENT

by and between

SUNSHINE CLEANING SYSTEMS, INC.

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ

January 1, 2021 – December 31, 2023



Exhibit 2

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INTRODUCTION

This Agreement by and between Sunshine Cleaning Systems, Inc. (hereinafter referred to as the “Employer”) and the Service Employees International Union (SEIU), Local 32BJ (hereinafter referred to as the “Union”).

PURPOSE

The purpose of this Agreement is to promote good working relations between the Employer, the Union and the employees in the unit represented by the Union, by setting forth the basic provisions upon which such relations depend. It is the intent of the parties to work together to provide and maintain satisfactory conditions and terms of employment and to prevent conflict as well as to provide a means for prompt adjustment of day to day problems.

ARTICLE 1. RECOGNITION OF THE UNION

1. The Employer recognizes the Union as the exclusive bargaining agent and representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment for all of its regular full-time and part-time employees who are employed by the Employer at the Fort Lauderdale/Hollywood International Airport to perform work pursuant to the Employer’s contract with Broward County in the classification of general cleaner, project cleaner, or special projects cleaner. Excluded from this Agreement are all other employees, including office clerical employees, managers, and supervisors as defined in the National Labor Relations Act.

2. This Article is for the sole purpose of granting the Union statutory recognition as required by law and contract. The employees represented by the Union and covered by this Agreement are hereinafter collectively referred to as employees and/or individually as the employee.

ARTICLE 2. NON-DISCRIMINATION

1. The Employer and the Union agree that there shall be no coercion or discrimination against any employee because of his membership or non-membership in the Union or because of his race, creed, color, sex, sexual orientation, age, national origin, handicap, military service or any characteristic protected by law.

2. Where the masculine or feminine gender is used in any job title or any provision of this Agreement, it is used solely for the purpose of illustration and is not in any way intended to designate the sex of the employee eligible for the position or the benefits provided by this Agreement.

ARTICLE 3. UNION REPRESENTATION

1. Facility Visitation

If a duly authorized representative of the Union needs access to the Fort Lauderdale Airport facility for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining adherence to the terms and conditions of this Agreement, he shall contact the Employer's Airport Manager or his designated representative. The Employer shall provide such access at a mutually agreeable time, not to exceed 24 hours from the time such request is made. Such visits shall not interfere with, hamper or obstruct normal operations.

2. Steward's Authority

The Employer recognizes the right of the Union to designate three (3) Union Stewards and three (3) alternates from the Employer's seniority list, one of whom may be designated as Chief Steward by the Union in writing. There shall be one Steward per shift.

The authority of the Stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievances in accordance with of this Agreement.

(b) The transmission of information which originates with and is authorized by the Union or its officers provided such information has been reduced to writing or if not reduced to writing is of a routine nature and does not involve work stoppages, slowdowns or refusal to handle goods or any other interference with the Employer's business.

(c) Distribution of membership and checkoff authorization forms during working hours provided such activity does not interfere with production.

The Stewards shall have no authority to take strike action or any other action interrupting the Employer's business. The Employer recognizes the use limitations upon the authority of Stewards and shall not hold the Union liable for any of the Steward's acts which exceed the duties described above and which are not sanctioned, authorized, honored, instigated, supported or assisted by the Union. The names of the Stewards shall be given to the Employer in writing by the Union and such Stewards shall serve the agents and representatives of the Union unless and until the Union notifies the Employer in writing that such employees have been removed.

3. Bulletin Board

The Employer will provide a bulletin board which may be used by the Union for all posting of notices relating to official Union business. Postings shall not contain inflammatory or negative statements.

ARTICLE 4. NO STRIKES AND LOCKOUTS

1. The Union agrees that there will be no strike, walk-out, slow-down or picket of the Employer's business during the term of the Agreement. In the event of a strike, walk-out, slow-down, or picket which is unauthorized by the Union, the Union will take all reasonable steps to immediately remedy the situation, including, but not limited to, immediate written notice to the employees in the bargaining unit that the action is contrary to the contract terms and request the employees to cease immediately such activity.

2. Any employee engaging in any such action in violation of this Article shall be subject to disciplinary action, including immediate discharge. If any such action taken by the Employer is grieved, the arbitrator shall be limited to deciding the factual issues only and shall not have the authority or jurisdiction to pass on the severity of the penalty imposed.

3. The Employer agrees that there will be no lockout during the term of this Agreement.

ARTICLE 5. MANAGEMENT RIGHTS

The management of the Employer's operations and the direction of its workforce are solely and exclusively the functions of the management of the Employer, including the right and responsibility to direct the operation of the company and in this connection to select, hire, demote, and lay off employees, determine the size, composition or staffing levels, and including the right to make and apply rules and regulations for production, discipline, efficiency, and safety, subject only to specific limitations identified in this Agreement . All the rights, functions and prerogatives of management which are not modified by one or more explicit provisions of this Agreement are reserved and retained exclusively by the Employer. In no event shall any right, function or prerogative of management ever be deemed or construed to have been modified, diminished or impaired, provided such rules and regulations and their enforcement shall not violate any express rights of this agreement Moreover, the Union recognizes that the Employer is subject to the rules required of a contractor performing services at the Broward County, Fort-Lauderdale Airport.

ARTICLE 6: HOURS AND OVERTIME

1. The regular pay period shall consist of seven calendar days starting at 6:00 a.m. on Monday of each week for all employees. The normal workweek is Monday through 5:59 a.m. Monday, which may be modified by the Employer depending upon the requirements established by Airport management. The normal workweek for Full-Time employees shall be eight (8) hours per day and forty (40) hours per week. The normal workweek for Part-Time employees shall be at least four (4) hours per day and twenty (20) hours per week. Employees scheduled to work an eight (8) hour shift shall receive two (2) fifteen (15) minutes paid breaks, one at the first half of the shift

and one at the second half of the shift and a thirty (30) minute unpaid meal break period. The scheduling of the meal time will be set by the Employer at such times so as to least interfere with production and the times established may vary by employee and by location at the Airport. Employees shall be permitted to be outside the facility or in the public areas of the airport and shall also be permitted to patronize establishments at the airport during his/her meal period so long as it does not interfere with his/her job performance obligations.

2. Overtime will be paid at the rate of time-and-one-half (1 ½) the hourly rate for work performed in excess of forty (40) hours in a workweek

3. The Employer shall endeavor, wherever possible, to schedule employees for five (5) consecutive workdays within a workweek. There is no guarantee of the number of days or of number of hours per week of work.

4. The Employer will maintain as many full time employees (40 hours per week or more) as possible. In any case, the Employer will not schedule more than twenty-five-percent (25%) of all positions as part time. The calculation for compliance with this twenty five percent (25%) restriction shall be based on six calendar month periods beginning January 1 to June 30.

5. During periods when the Airport is closed and employees' shifts are canceled, the employees will be paid for missed shifts when the Employer is paid by the County for periods the Airport is closed. The Employer agrees to request payment from the County for these periods and, upon the Union's request, provide information to the Union concerning payment by the County for such periods.

6. Schedules of work shall be determined by the Employer in conjunction with the needs of the operation.

ARTICLE 7. WAGES, AND HEALTH CARE

A. The current rate of pay is \$13.61 per hour. The health benefits supplement rate beginning on January 1st, 2021 will be \$3.44 per hour. Starting January 1st 2021 all Full-Time and Part-Time employees shall receive the supplement in the form of health insurance as described in Section 7 (B) below.

These wage and supplement rates conform to the requirements of the Broward County Living Wage Ordinance. Shall there be any increase in the above agreed upon hourly or supplemental rate by the County, the parties agree that other economic terms of this Agreement may be modified to account for such a change. The parties will meet and bargain over any such change.

B. Health Insurance

1. The parties shall meet each year in September to review employee health insurance plan costs and also discuss enrolment procedures.

2. Effective January 1st 2021, the Employer agrees to make payments into a health trust fund known as the "Building Service 32BJ Health Fund" under such provisions, rules and regulations as may be determined by the Trustees, as provided in the Agreement and Declaration of Trust, to provide all Full-Time and Part-Time employees covered by this Agreement with such health benefits as may be determined by the Trustees of the Fund.

3. The hourly contribution to the Health Fund for each covered employee shall be per hour paid as determined by the Broward County Living Wage Ordinance and shall not exceed same.

~~Full-Time~~ employees shall receive the Fund's "Basic Single" plan of benefits. Part-Time employees shall receive the Fund's "Part-Time Plus" plan of benefits. An employee is considered "Full-Time" if regularly scheduled to work thirty (30) or more hours per week and "Part-Time" if regularly scheduled to work from twenty (20) hours to less than thirty (30) hours per week.

4. If any future applicable legislation is enacted which requires changes to health insurance costs or coverage provided to employees under the Agreement, there shall be no duplication or cumulation of coverage, and the parties will negotiate such changes as may be required by law.

5. The Employer shall make the following monthly contributions on behalf of each employee who elects to purchase dependent child coverage at the employee's own cost in accordance with the process described in Appendix A:

Effective January 1, 2021:	\$712.00 per month
Effective January 1, 2022:	\$761.00 per month
Effective January 1, 2023:	\$801.00 per month

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

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

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

9. Full-Time and Part-Time Employees shall become eligible to the Health Fund starting the first day of employment and wherein the Employer contribution obligations on behalf of the employee starts per the terms of this Article.

10. Employees whose employment status changes from Part-Time to Full-Time, for the purposes of supplement distribution, shall receive the Basic Single plan t as described in paragraph (B)(3) above and such Employees shall not lose seniority.

11. The Building Service 32BJ Health Fund and the Union jointly and severally agree to ensure that the Health Insurance Plan provided for herein shall at all times be in conformity with the Affordable Care Act or any other applicable federal law.

ARTICLE 8. LEAVES

A. SICK LEAVE

1. Regular full-time employees who have worked one (1) or more years of continuous service as of January 1 of each year will be entitled to up to five (5) days paid sick leave per calendar year. The earned sick leave will be paid at the straight-time rate of pay to these employees who have been absent from work due to illness or injury. Sick leave pay must be taken in whole day increments. This pay does not count as "hours worked" for the purpose of calculating an employee's entitlement to overtime during the week in which sick pay is received.

The Employer may require an employee to substantiate a claim of illness or injury when sick leave is exercised by submission of a medical doctor's certificate after two (2) consecutive days.

2. Sick leave must be used within the calendar year and shall not be carried into the next year. Unused sick leave shall not be paid out.

B. LEAVES OF ABSENCE

1. Employees who have been employed for at least six months by the Employer may request an unpaid personal or emergency leave of absence of up to thirty (30) consecutive days upon three (3) weeks' written notice to the Employer. The Employer shall not unreasonably withhold approval of such leave, providing that it is compatible with the proper operation of the location. Emergency leave may be requested on an emergency basis, provided that the Employer, upon the employee's return to work, may request documentation of the emergency. Any unused vested vacation and personal days must be used as part of such leave of absence. No more than two and one-half percent (2.5%) of the Employer's workforce may be on such leave at the same time.

2. Except where required by law and as set forth in paragraph 3 below, seniority does not accrue but is not broken during authorized leaves of absence of less than four (4) months. Employees on unpaid leave shall not accrue vacation or personal leave.

3. In addition to any other leave permitted by law or by this Agreement, the Employer shall provide a leave of absence for Union-related activities under the conditions set forth in paragraph 1 above. Employees on Union-related leave shall accrue seniority during the leave period, but shall not accrue vacation or personal leave. There shall be no more than one (1) employee on leave at the same time except this number shall be two (2) if the Employer employs more than 100 employees. Upon three (3) weeks' notice, the employee shall be granted a leave for up to twelve (12) consecutive months.

4. The Employer agrees to comply with the provisions of applicable local, state and federal family leave laws.

5. All statutes and valid regulations about reinstatement and employment of veterans shall be observed.

ARTICLE 9. VACATION

1. Employees shall earn vacation as follows:

- a. After one (1) year of service: Five (5) days
- b. After four (4) years of service: Ten (10) days

2. Full-time employees are eligible for paid vacation after completion of one (1) year of continuous employment. The employee's date of hire shall be used for computing vacation benefits. Vacation is not earned and does not accrue on a pro-rata or any other basis until an

employee reaches his/her anniversary date of employment. Employees do not accrue vacation benefits while on leave (e.g., medical, personal, FMLA, etc.).

3. Employees who have been hired as part-time, seasonal or temporary employees are not eligible for vacation benefits.

4. The vacation year runs from January 1st through December 31st. Vacation days not used by December 31st shall be forfeited. Vacation time off will be paid on the next payroll date after vacation time is taken. Upon written request of the employee, any unused vacation shall be paid out by December 31.

5. Vacation schedule shall be approved by the Employer and shall be consistent with the operational needs at the airport.

6. . Vacations requested will be approved on a first come, first serve basis subject to operational needs. In the event that all vacation requests received on the date of the requests cannot be granted, the Employer will use seniority in the classification of the requesting employees to approve or deny the requests. Upon request, but no more often than once a month, the Employer will provide the Union Business Representative with a list of scheduled vacations. The Employer will respond, in writing, to an employee's vacation request within ten (10) calendar days of the date of the vacation request.

ARTICLE 10. PERSONAL DAYS

Regular full-time employees who have worked one (1) year or more of continuous service as January 1 of each year will be eligible to take two (2) paid personal day off per calendar year. The personal days off must be scheduled and cannot be used to extend vacations. The personal days off must be used within the calendar year and may not be carried into the next year. Upon written request any unused personal days shall be paid out by December 31,

ARTICLE 11. HOLIDAYS

1. After three (3) months of continuous service, regular full-time employees employed on or after the effective date of this Agreement, shall receive the following holidays:

New Year's Day

Memorial Day

Independence Day

Thanksgiving Day

Christmas Day

2. Regular full-time employees will receive one (1) day of holiday pay at the employee's straight time hourly rate.

3. To be qualified for holiday pay, an employee must work the day before and the date after the holiday or work his/her full regularly scheduled work day immediately preceding and following such holiday.

4. An employee who works on any of the holidays set forth herein shall be entitled to holiday pay as provided in paragraph 1 above, and in addition shall be paid their regular straight-time hourly rate for all hours worked on the holiday.

ARTICLE 12. BEREAVEMENT LEAVE

In the event of death in the employee's immediate family (parent, spouse, child, sibling, grandparent, grandchild, step-parent, step-child, mother/father-in-law, brother/sister-in-law), the employee may take up to three (3) consecutive working days off with pay from the date of notice of death. If the employee leaves work early on the date of notification, that time will not be counted against this leave time. Employees seeking time off for bereavement must promptly notify his or her supervisor. An employee may be required to submit proof of death and proof that the person was within the class of relatives specified and that the employee attended the funeral.

ARTICLE 13. DUES CHECK-OFF AND AUTHORIZATION

1. The Employer agrees to deduct the Union's weekly dues, agency fees, initiation fees, assessments and American Dream Fund (ADF) contributions from the pay of each employee from whom it receives written authorization, and will continue to make such deductions while the authorization remains in effect.
2. The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to ADF Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations 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. Upon request, the Union shall provide the Employer with such proof with a document that contains the employee's signature.

3. The Employer shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

4. Dues deductions will be made from the pay for the first full pay period worked by the employee following the receipt of the authorization, and thereafter will be made from the paycheck that the employee receives. Dues and other monies deducted in accordance with this Section shall be forwarded to the Union not later than the twentieth (20th) day of each month subsequent to the month worked by the employee. Within seven (7) calendar days upon request, the Union shall have the right to receive a list of the names of all employees who have received pay during the calendar month for which the remittance was made.

5. If an employee does not revoke his or her dues authorization at the end of a year following the date of authorization, or at the end of the current contract, whichever is earlier, it shall be deemed a renewal of authorization, irrevocable for another year, or until the expiration of the next succeeding contract, whichever is earlier.

6. If any change in the amount of dues is made by the aforesaid Union during the term of this Agreement, the Union will give written notice of such to the Employer.

7. The Union shall have the right to inspect the Employer's payroll records to determine the employees of the Employer who are covered by this Agreement and all benefit funds provided for under this Agreement.

8. The Union further agrees to hold the Employer harmless from any legal actions growing out of these check-off deductions that may be instituted by an employee involved therein before a court, the National Labor Relations Board or any other body asserting or having jurisdiction against the Employer.

ARTICLE 14. GRIEVANCE PROCEDURE AND ARBITRATION

1. A grievance is defined as any dispute arising between the Employer and an employee or employees covered by this Agreement or between the Employer and the Union as to the interpretation of a provision of this Agreement or involving an alleged violation of a provision of this Agreement.

No grievance shall be entertained or processed unless it is submitted to the Employer in writing within fourteen (14) calendar days after the occurrence or the event giving rise to the grievance (or the affected employee knows or reasonably could or should have known of such occurrence or event).

2. Whenever a grievance arises, the employee, or one designated member of a group having a grievance, shall first take the grievance up with the Employer's Airport Manager. In the event that a group is involved, the names of the affected employees in the group shall be submitted to the Airport Manager. In the event that the matter cannot be resolved informally, it shall be processed through the following procedure:

STEP 1

The grievance shall be reduced to writing and presented to the Employer's Airport Manager, within the fourteen (14) day time limit set forth above. No grievance will be considered under this procedure unless it is filed within this time limit. The written grievance must identify the facts giving rise to the grievance, the specific contract provision(s) allegedly violated and the relief requested. The written grievance shall be signed by the employee(s) involved. Within seven (7) calendar days after the written grievance is presented, the Union, Airport Manager and the employee involved shall meet to discuss and resolve the grievance. The Airport Manager shall give his answer in writing to the shop steward within seven (7) calendar days after the date of the last adjournment of the meeting between the Airport Manager and the shop steward.

STEP 2

If the grievance is not resolved in Step 1, the Union may appeal the matter by delivering, within seven (7) calendar days after the date on which the Airport Manager's Step 1 answer was received, a written notice of appeal on the grievance to the President of the Employer or his designee. Within fourteen (14) calendar days after receipt of the notice of appeal, the President and/or her designee shall meet with the Union Representative and attempt to reach a mutually satisfactory resolution of the grievance. Other employees may be present upon mutual agreement of the parties.

The Employer's decision shall be given in writing to the Union Representative and Union Steward within fourteen (14) calendar days following the date of the last adjournment of the Step 2 meeting on the grievance.

Arbitration. If the grievance is not settled at Step 2 of the procedure, the matter may be submitted to arbitration in the following manner. Within fourteen (14) calendar days after the date

~~Agreement.~~ Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence to the extent that it is not restricted by the terms of this contract, but an arbitrator shall not have jurisdiction to determine that the parties by practice or implication have amended or supplemented any of the written terms of this Agreement. An arbitrator shall have no power to establish or change any wage or rates of pay for employees covered by this Agreement.

3. Grievances arising out of the discharge of an employee shall be expedited and filed in writing directly with the President in Step 2 of the grievance procedure within fourteen (14) calendar days of the discharge. A discharge grievance shall be given precedence over any other grievance case. Both the Union and the Employer agree to exercise their best efforts to resolve such grievances promptly

4. A grievance must be filed and appealed through the grievance procedure within the established time limits or it shall be considered settled on the basis of the last answer given. The failures of the Employer to make a timely response at any step in the grievance procedure shall be construed as a denial of the grievance, however, the Union may appeal within the time limits set forth in this Agreement to the next step of the grievance procedure, including arbitration. Failure to timely file a written grievance or timely file a written notice of appeal shall bar further processing of a grievance.

5. The filing and appealing time limits in this Article are of the essence, but may be extended as necessary by mutual written agreement between the parties.

6. Occurrences prior to the execution date or subsequent to the expiration date of this Agreement shall not be subject to arbitration.

of the Step 2 decision, the matter may be submitted to arbitration by a written notice of intention to arbitrate. Failure to meet this deadline bars arbitration. Then either party may request the Federal Mediation and Conciliation Service to furnish the parties with a list of seven (7) names of impartial arbitrators. All arbitrators on this panel must be members of the National Academy of Arbitrators and have an office within 300 miles of the Employer's facility. The arbitrator shall be selected by each party alternately striking three names from the list of seven persons, the moving party to have the first strike. The person remaining after each party has exercised its alternate strikes shall be requested to serve as the arbitrator.

The expense of the arbitration, including the arbitrator's fee and expenses, and the cost of facilities will be shared equally by the Employer and the Union. Each party to the proceeding shall bear the expense of its own representative, the fees and expenses (including reimbursement for lost time) of its own witnesses, and the expense of preparing and presenting its own case.

Unless there is mutual Agreement to the contrary, not more than one (1) grievance shall be submitted to or be under the review of one (1) arbitrator at any one time. The decision of the arbitrator made in accordance with this contract shall be final and binding upon the parties as to the matter in dispute.

Scope and Procedure. The function and purpose of the arbitrator is to determine disputed interpretations of the express terms of this Agreement, or to determine disputed facts upon which the application of those express terms depends. An arbitrator shall not have authority nor shall he or she consider his or her function to include the decision of any issue not mutually submitted, or to interpret or apply the Agreement so as to change the intent of the parties as expressed herein. An arbitrator shall not have jurisdiction to make an award which, in practical or actual effect, modifies, revises, detracts from, amends, alters, enlarges, or ignores any provision or term of this

ARTICLE 15. SENIORITY

1. Probationary Period

a. Newly hired employees will acquire no seniority until they have performed work for the Employer for ninety (90) continuous calendar days. The Employer will have the sole right to decide whether an employee is to be retained beyond these ninety calendar days. Dismissal of such new employees shall not in any way be subject to the grievance procedures.

b. Employees who are retained after this ninety calendar day period will accumulate seniority from the employees last date of hire. Seniority shall accumulate during layoffs of less than twelve (12) months and approved absences. (Side letter for grandfathered employees)

2 Seniority Definitions

a. "Seniority Date" shall be defined as the first day of continuous service with the Employer and of its subcontractor Employers at FLL.

b. A "Classification" is the classification or department as defined by the Employer.

c. Employees may obtain positions by seniority only if they are capable of performing the work and meet all written, pre-existing qualifications of the Employer and the customer.

d. Seniority, including with the Employer's subcontractor Employers at the FLL, shall apply to eligibility for employer benefits.

e If the Union and the Employer disagree on an employee's seniority date, the issue may be resolved through the grievance and arbitration procedure.

3. **Classifications**

The following classifications of jobs shall be utilized at staffing levels determined by the Employer:

1. General Cleaner
2. Project Cleaner (in addition to performing general cleaner assignments, qualified operate equipment and perform high work assignments)
3. Special Projects Cleaner (in addition to performing general cleaner assignments, qualified to perform work in high passenger density locations with significant public interaction).

Nothing in this Article shall preclude the Employer from assigning general cleaning work to employees in the second or third classifications.

4. **Loss of Seniority**

An employee will lose his seniority and all rights as an employee in the event of any of the following:

- a. quits or retires.
- b. is discharged for just cause.
- c. does not report to work within twenty-four (24) hours when recalled from layoff. The Employer will make a good faith effort to notify the recalled employee by telephone, text message or email. If the Employer cannot verify the employee's receipt of this notice, the employee shall have five (5) calendar days after the mailing of a certified

or express service letter to the employee's last known address to respond and report to work. It will be the employees' responsibility to keep the Employer advised of their current address and telephone number.

d. has not worked for the Employer for twelve (12) consecutive months.(Side letter for grandfathered employees)

e. absence for three (3) consecutive working days without properly notifying the Employer within that time. Notice may be made by telephone so long as it can be verified. This provision shall not be construed in any way to modify the Employer's right to discipline employees for unexcused absence.

f. fails to report to work as scheduled at the end of an authorized leave of absence or vacation.

5. **Layoff**

The decision to lay-off, reduce hours or recall employees shall be solely at the discretion of the Employer. When a reduction of work force hours is necessary, the Employer will notify the Union and meet in order to discuss how such reduction is implemented. Whether the reduction takes the form of hours or layoffs, seniority with the Employer within the classification and by shift (only if necessary to maintain efficiency and continuity of operations) will be the determining factor in such reduction

6. **Layoff Recall**

When there is a recall after layoff, an employee qualified to perform the work in his or her classification shall be reinstated to Employer's employment in the order of his or her seniority in his or her last classification.

7. **Seniority Relating to Job Assignment**

a. Insofar as practical, the Employer will recognize seniority of employees requesting a transfer to another work responsibility (not classification). Consideration shall be given to the reason for the transfer and insofar as practical, the Employer will endeavor to grant such request. The Employer agrees to maintain a list of those employees desiring such transfers and will use the list to facilitate consideration of employees for transfer.

b. In the event of an opening, seniority shall prevail in the case that an employee desires to change shifts within classification, providing the employee in the opinion of the Employer is qualified for the job.

8. Any new permanent position or vacancy shall be posted on the bulletin board that the employees read from, for not less than seven (7) consecutive calendar days. Employees who wish to change shifts shall apply for the posted vacancies by sending a written request to the applicable Employer's Airport Supervisor by noon on the seventh day from the first day of posting. The Employer shall award the position to the applicant, who in the Employer's judgment is best qualified. Seniority will apply if the applicants are equally qualified. Employees from other employers who are party to the terms of this Agreement may also apply for the vacancy. If there are no qualified bidders by employees of the Employer, the Employer shall consider the bid(s) by the other employees using the same criteria set forth herein.

ARTICLE 16. DISCHARGE AND DISCIPLINE

1. Management shall have the right to discipline including warnings, suspensions and discharge for just cause only. The Employer recognizes the concept of progressive discipline and will apply it in situations where appropriate. Only situations involving serious misconduct shall result in discharge without prior warnings. Disciplinary action including discharge shall be subject to the grievance and arbitration provisions of this Agreement.

2. Progressive Discipline will consist of four (4) steps:

- a. Documented verbal warning
- b. Written warning
- c. Suspension
- d. Termination

3. At the Employer's sole discretion, a written warning may be issued in lieu of a suspension.

4. Major offenses (serious misconduct) are not subject to the four (4) step procedure. Possible major offenses include but are not limited to physical fighting, theft, security violations, scavenging, falsification of Employer records such as time cards and timesheets, use of alcoholic beverages during work hours on the property where the Employer conducts business, violation of the drug free workplace policy, sleeping on duty, safety rule violations that result in serious injury to persons or property, failure to report an injury, and gross insubordination.

5. In case of discharge, an employee may request to have a Union Representative present. Should the employee desire to contest discipline or termination, the matter shall be processed under the grievance procedure. The Employer shall give the employee a written notice as to the reasons for termination or discipline within five (5) days of issuance.

6. All disciplinary actions, including warnings and suspensions, shall not be used as the basis for further disciplinary action after one (1) year if the employee has not received any disciplinary action during the previous one (1) year.

ARTICLE 17. SUPERVISORY EMPLOYEES' DUTIES

Supervisory employees will not be used on work of the same nature as that performed by employees in the bargaining unit, except as follows:

1. Supervisory employees may fill in for absent employees;
2. Supervisory employees may perform bargaining unit work in the course of training employees for bargaining unit positions or for supervisory positions;
3. Supervisory employees may perform bargaining unit work where the supervisor believes that it is necessary due to any emergency or unexpected condition;
4. Supervisory employees may perform bargaining unit work where it is necessary in order to relieve employees for their regular breaks and the inability of the supervisor to perform such work would require that production be stopped or slowed down;
5. Supervisory employees may perform bargaining unit work in connection with the installation, tuning and/or testing of equipment.

ARTICLE 18. TEMPORARY AND SPECIAL PROJECT EMPLOYEES

The Employer may use temporary workers for special needs so long as these workers do not work at the Airport for more than thirty (30) consecutive days and so long as this does not cause a loss of bargaining unit work. These workers shall not be covered by the terms and conditions of this Agreement.

ARTICLE 19. COMPANY RULES

1. The Company retains the right to make and post such reasonable rules and regulations, not in conflict with this Agreement, as it may, from time to time, deem best for the purposes of maintaining order, safety and/or effective operation in its operations and, after advance notice thereof to the employees, to require the compliance herewith of said employees.

2. No employee shall disobey any reasonable rule or order of a supervisor. If the employee thinks such rule or order is contrary to the terms of this Agreement, he/she may file a grievance as provided in this Agreement. Disobedience of such a rule or order in violation of this Section is grounds for progressive discipline up to and including immediate discharge.

3. Employees shall be required to maintain at all times the badging approval required by the Airport and/or TSA. The Employer will to the extent possible provide employees with assistance in understanding the process.

ARTICLE 20. JURY DUTY

For employees summoned to jury duty service, the Employer shall excuse the employee from work each day the employee provides jury service, regardless of the regularly scheduled time such employee reports to work. The notice that the employee shall be required to give to the Employer and any pay made to the employee by the Employer shall be regulated by the Broward County Jury Duty Ordinance in effect at the time the employee receives the jury duty summons.

ARTICLE 21. SAFETY

1. The Employer shall furnish and use safety devices and safeguards and shall adopt and use methods and processes adequate to render such place of employment safe and shall do everything necessary to protect the life, health and safety of the employees. The employees shall cooperate with the Employer's safety initiatives.

2. The Employer shall comply with legal regulations regarding safety of working conditions. Employees shall observe Employer safety rules and shall report immediately to their supervisors any accident or injury. Employees shall also report conditions to the Employer which may lead to potential unsafe and hazardous conditions.

3. The Employer and Union agree to compose a Safety Committee made up of three employees and three managers. This committee shall meet quarterly and its purpose shall be to review safety issues. Employees who attend such meetings during scheduled work time shall be paid their regular rate of pay by the Employer.

4. **Uniforms:**

As a means of promoting personal cleanliness and creating a favorable impression on the client and our client's customers and employees, all employees will be required to wear uniform clothing while on duty. Each employee will be furnished with the necessary uniforms at the Employer's expense.

ARTICLE 22. MORE FAVORABLE CONTRACT

The parties agree that any contract terms or conditions that the Union agrees to with any other employer providing cleaning services on contract to Broward County at FLL pertaining to work covered by the Broward County Living Wage Ordinance shall be granted to the Employer and this Agreement shall be revised accordingly.

ARTICLE 23. SAVINGS CLAUSE

Should any of the terms or provisions of this Agreement be held unlawful or unenforceable by reason of any federal or state law, directive order, rule or regulations now existing or hereafter enabled or issued:

a. Only those specified terms or provisions in this Agreement held to be unlawful and unenforceable shall be affected and all other terms or provisions of this Agreement shall remain in full force and effect for the term of this Agreement.

b. Upon the request of either party to this Agreement, the Union and the Employer shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such terms or provisions.

ARTICLE 24. RE-OPENER

If Broward County significantly modifies the Living Wage Ordinance, if the amount of increase to the Ordinance's Health Supplement for subsequent years is inadequate to Fund current benefits, if the ratio of Full-Time and Part-Time employees is inadequate to Fund the current benefits, or if Broward County claims that the current benefit is non compliant, or if the federal government substantially modifies health insurance requirements, the Agreement is subject to renegotiation upon the request of either party. This Article shall not require the Employer to pay any amounts above the amounts required by the Living Wage Ordinance. Further, if the Employer is required to incur additional costs (including pay supplements, back pay, liquidated damages and attorney fees) as a result of an administrative or judicial finding that the health plan(s) provided for herein are not in compliance with the Broward County Living Wage Ordinance, the parties agree that this contract would be subject to be reopened for negotiation at the Employer's request.

ARTICLE 25. LABOR MANAGEMENT MEETINGS

1. The Employer and the Union have agreed to conduct Labor Management meetings to discuss matters of mutual concern to both parties. Matters of mutual concern will include but not be limited to issues concerning the employment of relatives and disparity in work assignments. Issues concerning safety should be discussed in the Safety and Health Committee.
2. These meetings will be held upon request by either party on a reasonable timeframe and schedule. An agenda with the attendee's shall be provided at least three (3) days prior to the meeting. The purpose of these Labor Management meetings will be to facilitate the relationship

between the workers, the Union and Management, including ensuring that employees are given equal opportunity to job openings, and any training that may be relevant to ensuring such equal opportunity. The purpose of these meetings is not to discuss or resolve grievances. The subjects discussed during these meetings will not be subject to the grievance and arbitration process in the collective bargaining agreement. Employees whom attend such meetings during scheduled work time shall be covered by the Employer at his/her regular rate of pay.

ARTICLE 26. WORK AUTHORIZATION

1. In the event an issue or inquiry arises involving the work authorization of an employee, the Employer shall promptly notify the employee in writing. The Employer shall grant up to One Hundred and Eighty (120) calendar days unpaid leave to the employee in order to correct any work authorization issue. Upon return from leave and remediation of the issue, the employee shall return to employee's position, without loss of seniority. However, seniority shall not accrue during such leave for purposes of paid leave. If the employee does not remedy the issue within One Hundred and Eighty (120) calendar days, the employee may be discharged for cause.
2. Social Security Administration No-Match Letters, or SSNVS or Phone No-Matches: Except as required by law, a social security "no-match" shall not constitute a basis for taking an adverse employment action against an employee, for requiring an employee to correct the no-match, or for re-verifying the employee's work authorization. The Employer shall notify the

employee and provide the employee and Union with a copy of the no-match letter or other notification.

3. Change in Social Security Number or Name: Except as prohibited by law, when an employee presents evidence of a name or social security number change, the Employer shall modify its records to reflect such change and the employee's seniority will not be affected.
4. The Employer shall not impose work authorization verification or reverification requirements greater than those required by federal law.

ARTICLE 27 – SUCCESSOR/SALE

- 1 The Employer shall notify any purchaser of the fact that the unit employees are covered by this Agreement and provide a copy of this Agreement to the purchaser prior to the date of sale. The Employer shall also notify the Union of the pending sale as soon as practicable, but in no event less than 30 days prior to the date of the closing of the sale. Such notice to the Union shall include (1) the name of the purchaser, (2) a contact name for the purchaser, (3) the business address and telephone number for the purchaser.. Should the Employer cease to be the Employer, the Employer shall be responsible for all payment of wages under this Agreement through the date the Employer ceases to operate at the Broward County Fort-Lauderdale Airport, which shall be paid on the next regular pay date after the termination date. The parties will meet and bargain over any accrued and vested benefits.

ARTICLE 28 – SEPARABILITY

- 1 It is the belief of the parties hereto that all clauses and provisions of the Agreement are lawful; if, however, any portion of this Agreement is determined by a court of competent jurisdiction or proper governmental agency to be in contravention to any State, Federal law, or city, county or local ordinance, such decision shall not invalidate the entire Agreement. In such case, it is the express intention of the parties that the remainder of this Agreement shall remain in full force and effect, and the parties agree to negotiate, if possible, a substitute for those portions, which are deemed invalid.
- 2 No provision of this Agreement is retroactively effective unless expressly specified.

ARTICLE 29. DURATION OF THE AGREEMENT

This Agreement shall become effective on January 1, 2021 and continue in full force and effect until December 31, 2023. Upon expiration of the Agreement, the Agreement shall remain in effect until a successor Agreement is executed, unless either party provides ten (10) days written notice terminating the Agreement. .

SEIU Local 32BJ

Sunshine Cleaning Systems, Inc.

By: _____

By: _____

Date: _____, 2020

Date: _____, 2020

APPENDIX A

HEALTH INSURANCE FOR DEPENDENT CHILDREN

Effective January 1, 2021, the Health Fund shall offer dependent health care coverage to employees covered by the Health Fund with medical coverage. The coverage shall satisfy the requirements of the Affordable Care Act, to eligible full-time employees who elect such dependent coverage in accordance with the Fund's enrollment procedures and agree to contribute at rates to be determined by the Health Fund Trustees. The Employer agrees to work in good faith with the Union and the Health Fund to get the necessary confirmations and documentation the Employer reasonably deems necessary so that employee contributions for said dependent health care coverage may be deducted on a pre-tax basis from the wages of eligible full-time employees who have elected such coverage through a Section 125 Plan, prior to January 1, 2016. If the necessary confirmations and documentation can be provided, the Employer shall establish and sponsor a plan in compliance with the requirements of Section 125 of the Internal Revenue Code, and any regulations issued thereunder, to allow full-time employees to choose between receiving the amounts above as cash paid in the employee's wages or paying the Health Fund for dependent health care coverage. Upon written authorization by the Employee, the Employer shall deduct from the Employee's wages in equal amounts every pay period, on a pre-tax basis, an amount which shall equal the applicable monthly contribution described above and remit those employee contributions to the Health Fund in accordance with the Health Fund's policies and procedures.

Effective January 1st, 2021 through December 31, 2022. The Employer shall deduct the following amounts in equal installments from employees' paychecks and transmit the amount deducted from the employee's paycheck to the Health Fund on behalf of each employee who elects dependent child coverage. The Employer shall be responsible for remitting the below contributions (in addition to the above Tri-State Single Coverage rates) on behalf of all employees enrolled for dependent health care regardless of whether the aforesaid payroll deductions were actually made.

Effective January 1, 2021:	\$712.00 per month
Effective January 1, 2022:	\$761.00 per month
Effective January 1, 2023:	\$801.00 per month

Newly hired employees may elect dependent child care coverage any time within one hundred twenty (120) days of their dates of hire, although coverage cannot begin earlier than the ninety-first (91st) day of employment. Thereafter, there shall be an annual open enrollment period of thirty (30) days commencing on dates established by the Fund each year during which employees may elect to enroll or discontinue child coverage.

Enrollment of children due to family status changes such as the birth or adoption of a child or loss of coverage by a non-enrolled dependent may be done at any time in accordance with Fund Special Enrollment Rules as set forth in the Health Fund Summary Plan Description.

The Employer and Union will facilitate open enrollment periods with the Health Fund and make such changes as may be required by the Fund in accordance with its enrollment rules as may be amended. Employees who do not respond in open enrollment shall be placed in single coverage. Enrollment of dependents for those who elect dependent child coverage shall follow the Fund's eligibility and special enrollment rules.

This Amendment shall expire concurrently with the collective bargaining agreement it amends and the obligations among the parties shall not extend to the next Agreement unless specifically agreed to in the successor Agreement.

MEMORANDUM OF AGREEMENT

Sunshine Cleaning Systems, Inc. (hereinafter referred to as the "Employer") and the Service Employees International Union (SEIU), Local 32BJ (hereinafter referred to as the "Union") are parties to a collective bargaining agreement (the "Agreement") that expires December 31, 2023. The parties agree to modify the Agreement as follows.

Add additional sentence to the end of Article 7(A) as follows:

Effective January 1, 2022, the hourly wage rates be \$14.02 for the Basic Plan participants and \$15.67 for the Part Time Plan participants.

Amend Article 7(B) as follows:

14. Effective January 31, 2022, the Employer shall no longer participate in the Building Service 32BJ Health Fund (the "Fund") and Fund coverage for employees shall end on that date.

15. Effective February 1, 2022, the Employer shall offer employees health insurance plans as follows:

- a) All employees with a hire date of January 1, 2020 or later will automatically be enrolled for single coverage in the employer's plan. Such employees shall receive a hourly wage rate of \$14.92. These employees can opt out of (decline) the Employer's healthcare plan participation if they provide confirmation of Medicare, Medicaid, or Spouse's employer coverage only.
- b) Employees hired prior to January 1, 2020 shall have the option to decline the Employer's health insurance and receive a wage rate of \$16.75. Such employees shall decline coverage by signing a declination form that includes an attestation that the employee has alternative coverage.
- c) All employees who had been receiving the Fund's Part-time Plus benefit shall have the option to enroll in the Employer's health plan or decline coverage by signing a declination form that includes an attestation that the employee has alternative coverage. Such employees shall receive a hourly wage rate of \$16.75.

Replace Article 24 - Re-Opener language with the following:

The parties agree to re-open this Agreement no later than July 1, 2022 to bargain over health insurance, wage rates and the terms of other economic items for the remainder of the Agreement.

ALL OTHER TERMS INCLUDING Article 4 WILL REMAIN IN effect to
AGREED: The termination DATE OF THE Agreement. JJC 12/21/2021

For Sunshine Cleaning Systems, Inc.

Laura J. Coenen 12/21/2021
Signature Date

Laura J. Coenen
President / CEO

For SEIU Local 32BJ

Helene O'Brien 12-21-2021
Signature Date

Helene O'Brien

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Committee