

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



March 11, 2003

**IMPORTANT NOTICE
TO AWARDING BODIES AND INTERESTED PARTIES
REGARDING THE
TELEPHONE INSTALLATION WORKER**

Based upon the attached communications dated February 20, 2002, from Bill Quirk of the Communications Workers of America to Chuck Cake, Acting Director of the Department of Industrial Relations, the Office of the Director has determined the following:

Effective March 21, 2003, for all projects advertised for bids as of this date and prospectively which involve voice, data, and video communications work, the scope of work for this determination is clarified to exclude conduit work except in cases involving conduit runs of less than or equal to ten (10) feet within telecommunications rooms/closets.

ID:

FEB 20 '02 17:56 No.004 P.0
Page 1 of 1

Bill Quirk - Conduit issues

From: Bill Quirk
To: ccake
Date: 02/20/2002 5:10 PM
Subject: Conduit issues

>>> Bill Quirk Wednesday, February 20, 2002 3:27:57 PM >>>

Dear Chuck,

I hope the information below will help you.

For C7 licensed contractors with whom CWA holds a collective bargaining agreement in the State of California, I believe the following statement covers 95 % of work performed by our members.

The scope of work that CWA members perform requires the running of conduit from time to time. This conduit work is typically coincidental to Telecommunications work and normally in telecommunications rooms / closets. Usually the conduit run is not longer than 10 feet.

Sincerely,

Bill Quirk
Assistant to Vice President
Communications Workers of America, District 9

DEPARTMENT OF INDUSTRIAL RELATIONS

OFFICE OF THE DIRECTOR

455 Golden Gate Avenue, Tenth Floor

San Francisco, CA 94102

(415) 703-5050



April 13, 2005

RE: Enforcement of Prevailing Wage Obligations for On-Haul and Off-Haul Trucking By Owner-Operators Not Employed by Material Suppliers

Dear Interested Parties:

This notice is in response to the various letters I have received regarding enforcement of prevailing wage obligations for owner-operator truck drivers hauling material and equipment to and from public works sites.

It has been this Department's policy that owner-operators, including owner-operator truckers, performing public work must be paid prevailing wages.¹ It appears, however, and as some of you have acknowledged, the majority of the Department's enforcement of prevailing wage obligations has concerned owner-operators (of any kind) performing work within a public works site.²

In light of the Department's enforcement experience and its current consideration of appropriate wage rates for owner-operators performing on-haul and off-haul trucking, enforcement of prevailing wage obligations for such work is stayed pending DLSR's establishment of the appropriate rates, including a formula for applying them to the unique circumstances of owner-operator compensation.³

In addition, the rates established by DLSR for owner-operator truckers performing off-haul and on-haul deemed to be public work will be applicable to all work advertised for bid on or after the date of the rates issued by DLSR.⁴

Sincerely,

/s/John M. Rea
Acting Director

¹ Under *O. G. Sansone Co. v. Department of Transportation* (1976) 55 Cal.App.3d 434, 458, 127 Cal.Rptr. 799, this excludes owner-operators employed by material suppliers.

² Almost all prevailing wage complaints involving owner-operators performing on-haul and off-haul trucking appear to have come in after the request for a determination or after the issuance of the determination.

³ Labor Compliance Programs are required to enforce prevailing wage obligations in a manner consistent with the enforcement policies of DLSE (title 8, California Code of Regulations, section 16434). Thus, Labor Compliance Programs are directed to observe the same stay policy as described herein.

⁴ Consistent with the Department's enforcement policy, if an awarding body does not advertise the public works project for bid, other benchmarks events, including the first written memorialization of the agreement concerning the public works elements of project or the contract governing the award of public funds will be utilized instead. See e.g., Baldwin Park Market Place, City of Baldwin Park, Public Works Case No. 2003-028, October 16, 2003.

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Arnold Schwarzenegger, *Governor*

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



February 22, 2007

**IMPORTANT NOTICE TO AWARDING BODIES
AND OTHER INTERESTED PARTIES
REGARDING THE DETERMINATIONS ISSUED ON FEBRUARY 22, 2007 FOR
METAL ROOFING SYSTEMS INSTALLER (PAGES 2J - 2J-15)**

Dear Public Official/Other Interested Party:

The Division of Labor Statistics and Research (DLSR) found through the Metal Roofing Systems (Commercial Construction) Statewide Wage and Benefits Survey that there is insufficient or no data to establish a mode for metal roofing in **Alpine, Colusa, Del Norte, Glenn, Imperial, Inyo, Kern, Kings, Lake, Mariposa, Merced, Modoc, Mono, Nevada, Plumas, San Benito, San Luis Obispo, Santa Cruz, Sierra, Sutter, Tehama, Trinity, and Tuolumne** counties. The Director of Industrial Relations determined that the minimum acceptable rate for metal roofing in these counties would be one of the four rates which DLSR publishes as prevailing through broad areas of California (i.e. the Carpenter, Iron Worker, Roofer and Sheet Metal Worker rates published in the General Prevailing Wage Determinations).

These will remain the minimum rates unless and until the rate is successfully challenged, in the context of a specific job with payroll evidence that another rate prevails, under Labor Code Section 1773.4 (for a specific project) or should another party submit payroll data showing that there is a single rate prevailing in a broad labor market which includes these counties or for one of these counties, via petition meeting the requirements of under Title 8, California Code of Regulations section 16302. We will require, as the survey did, actual payroll data linked to a project on which a metal roof was installed by the worker paid that rate. Please note that in the successfully challenged county(ies), a wage and benefits survey will be conducted to determine the prevailing wage rate for this type of work.

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May 10, 2007

**IMPORTANT NOTICE
TO AWARDING BODIES AND INTERESTED PARTIES
REGARDING OVERTIME ON PUBLIC WORKS**

The Department has received several inquiries regarding whether it would be appropriate to refer to the contract provisions for a craft, classification, or type of worker in cases where the prevailing wage is based on a collective bargaining agreement to determine the overtime requirements for public works.

Contract provisions that allow for employees to work alternative workweek schedules in which they may work more than 8 hours per day without overtime pay do not apply to work performed on public works. The laws and regulations governing prevailing wages require that employees of contractors on public works be paid not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours per day and 40 hours during any one week. In addition, overtime compensation may be required at a higher rate than 1-1/2 times the basic rate of pay, for less than 40 hours in a standard workweek, or for less than 8 hours in a calendar workday as specified in the prevailing wage determination. Contractors are required to pay overtime pursuant to Labor Code sections 1810-1815 and as indicated in the prevailing wage determination. Therefore, please refer to Labor Code sections 1810-1815 and the prevailing wage determination and not the contract provisions for each particular craft, classification, or type of worker to obtain the applicable requirements for overtime hours and rates of pay.

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**IMPORTANT NOTICE TO
AWARDING BODIES AND INTERESTED PARTIES
REGARDING
THE DEPARTMENT'S DECISION TO DISCONTINUE THE USE
OF PRECEDENT DETERMINATIONS**

“As part of the Department of Industrial Relations’ (“DIR”) continuing review of Office of Administrative Law determinations and Governor Schwarzenegger’s Executive Order S-2-03, the Division of Labor Statistics and Research (“DLSR”) will no longer rely on Government Code section 11425.60 and will no longer designate public works coverage determinations as “precedential.” The determinations should be considered advice letters directed to specific individuals or entities about whether a specific project or type of work is public work subject to prevailing wage requirements. DLSR is in the process of redesigning the web page for public works coverage determinations but, in the interim, will leave previously posted determinations on the website as a source of information for the public until the replacement web page is available.

Posted public works coverage determination letters provide an ongoing advisory service only. The letters present the Director of DIR’s interpretation of statutes, regulations and court decisions on public works and prevailing wage coverage issues and provide advice current only as of the date each letter is issued. In attempting to relate this advice to your own matter, care must be taken to ensure that the advice has not been superseded by subsequent legislative or administrative action or court decisions. Where there is an inconsistency between a statute, regulation or court decision and a public works coverage determination letter, statutory, regulatory or case law is controlling.”

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**CORRECTION OF THE
IMPORTANT NOTICE TO
AWARDING BODIES AND INTERESTED PARTIES
REGARDING
THE DEPARTMENT'S DECISION TO DISCONTINUE THE USE
OF PRECEDENT DETERMINATIONS**

“As part of the Department of Industrial Relations’ (“DIR”) continuing review of Office of Administrative Law determinations and Governor Schwarzenegger’s Executive Order S-2-03, DIR will no longer rely on Government Code section 11425.60 and will no longer designate public works coverage determinations as “precedential.” The determinations should be considered advice letters directed to specific individuals or entities about whether a specific project or type of work is public work subject to prevailing wage requirements. DLSR is in the process of redesigning the web page for public works coverage determinations but, in the interim, will leave previously posted determinations on the website as a source of information for the public until the replacement web page is available.

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July 1, 2008

**IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES
REGARDING THE PREVAILING WAGE
APPRENTICE SCHEDULES/APPRENTICE WAGE RATES**

Effective July 1, 2008, the determination, issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards.

To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

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January 26, 2009

**IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES
REGARDING PREVAILING WAGE DETERMINATIONS
FOR RESIDENTIAL PROJECTS**

The Division of Labor Statistics and Research (DLSR) will no longer issue residential wage rates as special prevailing wage determinations pursuant to the California Code of Regulations Section 16202. Effective January 26, 2009, the DLSR will make available on demand residential prevailing wage determinations for those crafts/classifications which are on file with the DLSR to any interested party upon request. This does not alter the basis for determination, it only improves the availability of these determinations to the regulated public.

As defined under the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. The residential determinations will apply only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general prevailing wage rates found in the Director's General Prevailing Wage Determinations.

To obtain residential determinations, please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations
Division of Labor Statistics and Research
P.O. Box 420603
San Francisco, CA 94142-0603

It is anticipated that residential determinations will be updated semi-annually as are the Director's General Prevailing Wage Determinations. An important notice will go up on DLSR's website when residential determinations are updated. If you are obtaining residential determinations and your project is not immediately advertised for bids, please refer to these important notices to make sure you are using the residential determinations in effect at the time a project is advertised for bids.

If you have any questions, please contact the Division of Labor Statistics and Research at the aforementioned address or call (415) 703-4780 and ask for the Prevailing Wage Analyst of the Week.

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February 22, 2009

**IMPORTANT NOTICE TO AWARDING BODIES,
OTHER INTERESTED PARTIES, AND CD RECIPIENTS
REGARDING THE GENERAL PREVAILING WAGE DETERMINATIONS FOR THE
CRAFT OF DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

The Department of Industrial Relations ("Department") conducted a wage investigation to determine the prevailing wage rate(s) for the craft of Driver (On/Off-Hauling to/from a Construction Site). Based on the results of this investigation, the Department has issued statewide prevailing wage determinations for the classifications of Dump Truck Driver and Mixer Truck Driver (see pages 2L-1 through 2L-6 and pages 2K-1 through 2K-16, respectively). These determinations will be applicable to public works projects advertised for bids on or after March 4, 2009.

The Department determined that the Dump Truck Driver rates found in the Teamsters Master Labor Agreement for on-site construction also set the prevailing rate for On/Off-Hauling to/from a Construction Site for Marin, Napa, Solano, Sonoma, and Yolo Counties. Based on the results of this investigation, this on-site determination does not apply to any other counties for On/Off-Hauling to/from a Construction Site. To find the applicable rate(s) for the Dump Truck Driver classification in Marin, Napa, Solano, Sonoma, and Yolo Counties, please refer to the prevailing wage determination for the craft of Teamster (Applies only to Work on the Construction Site) found on pages 55, 56, and 56A of the Director's General Prevailing Wage Determinations.

For CD recipients, please note the correction that determination NC-23-261-4-2005-1 for the craft of Driver (On/Off-Hauling to/from a Construction Site), page 59, is no longer applicable to public works projects advertised for bids on or after March 4, 2009. To obtain the current determinations for this craft, please visit our website at <http://www.dir.ca.gov/DLSR/PWD/Statewide.html> on or after March 4, 2009, or contact the Prevailing Wage Unit at (415) 703-4774.

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August 22, 2009

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE SOUTHERN CALIFORNIA LABORERS'
GENERAL PREVAILING WAGE DETERMINATION**

The classifications and type of work listed below, as identified in the Laborers 2006-2009 Master Labor Agreement, Memorandum of Agreement by and between Southern California District Council of Laborers and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc. and Southern California Contractors Association, were not published or recognized by the Department of Industrial Relations in the **August 22, 2009** issuance of the Southern California Laborers' general determination, **SC-23-102-2-2009-1**. The rates associated with these unrecognized classifications **SHALL NOT** be applied or used on public works projects for the associated type of work.

The Department of Industrial Relations has not recognized the amendments under Article 1 in the Memorandum of Agreement. The following classifications have not been adopted for public works projects:

Group 1

Concrete Curb and Gutter Laborer
Environmental, Remediation, Monitoring Well, Toxic waste, Geotechnical Drill Helper
Expansion Joint Caulking by any method (including preparation and clean-up)
Laborer, Concrete
Traffic Control Pilot Truck, Vehicle Operator in connection with all Laborers' work

Group 2

Grout Man (including forming, pouring, handling, mixing, finishing and cleanup of all types of grout)
Irrigation Laborer

Group 3

Bushing Hammer
Guardrail Erector/Guardrail Builder
Shot Blast Equipment Operator (8 to 48 inches)
Small Skid Steer Loader

Group 4

Concrete Handworking by any method or means
Industrial Pipefitter
Installer of Subsurface Instrumentation, Monitoring Wells, or Points, Remediation Systems Installer

Group 5

Environmental, Remediation, Monitoring Well, Toxic Waste and Geotechnical Driller
Directional Boring Drill Operator/Horizontal Directional Boring Driller

Group 6

Boring System Electronic Tracking Locator/Horizontal Directional Drill Locator

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August 22, 2009

**IMPORTANT NOTICE REGARDING
THE SAN DIEGO LABORERS' (ENGINEERING CONSTRUCTION)
GENERAL PREVAILING WAGE DETERMINATION**

The classifications of work listed below, as identified in the 2007-2011 San Diego Laborers' (Engineering Construction) Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89 were not published or recognized by the Department of Industrial Relations in the **August 22, 2009** issuance of the San Diego Laborers' (Engineering Construction) general determination, **SD-23-102-3-2009-1**. The rates associated with these unrecognized classifications **SHALL NOT** be applied or used on public works projects for the associated type of work.

The following classifications have not been adopted for public works projects:

Group 1

Concrete Curb and Gutter Laborer
Environmental, Remediation, Monitoring Well, Toxic waste, Geotechnical Drill Helper
Expansion Joint Caulking by any method (including preparation and clean-up)
Laborer, Concrete

Group 2

Grout Man (including forming, pouring, handling, mixing, finishing and cleanup of all types of grout)
Irrigation Laborer

Group 3

Bushing Hammer
Guardrail Erector
Shot Blast Equipment Operator (8 to 48 inches)

Group 4

Installer of Subsurface Instrumentation, Monitoring Wells, or Points, Remediation Systems Installer

Group 5

Environmental, Remediation, Monitoring Well, Toxic Waste and Geotechnical Driller

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August 22, 2009

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE SOUTHERN CALIFORNIA AND SAN DIEGO
LANDSCAPE/IRRIGATION LABORER/TENDERS'
GENERAL PREVAILING WAGE DETERMINATIONS**

The classifications and types of work listed below, as identified in the Laborers' 2008-2012 Landscape Master Agreement by and between the Southern California District Council of Laborers and Valley Crest Landscape Development, Inc., have not been published or recognized by the Department of Industrial Relations in the August 22, 2009 issuance of the Southern California and San Diego Landscape/Irrigation Laborer/Tenders' general determinations, SC-102-X-14-2009-2 and SD-102-X-14-2009-2. The rates associated with these unrecognized classifications and types of work **SHALL NOT** be applied or used on public works projects for the associated type of work.

The following classifications and types of work have not been adopted for public works

projects: Classifications

- Landscape/Irrigation Equipment Operator
- Landscape/Irrigation Truck Driver

Types of Work

- The operation of horizontal directional drills, including operation of drill and electronic tracking device (locator) and related work.
- Installation and cutting of pavers and paving stones.
- Operation of pilot trucks.
- *The operation of all landscape/irrigation equipment and landscape/irrigation trucks.

* This shall include all of the classifications listed in the prevailing wage determinations for Landscape Operating Engineer (SC-63-12-33-2009-1), Operating Engineers (SC-23-63-2-2009-2 and SD-23-63-3-2009-2), and Teamster (SC-23-261-2-2009-1 and SD-23-261-3-2009-2) in all the Southern California counties, including San Diego County.

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February 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE SOUTHERN CALIFORNIA IRON WORKERS'
GENERAL PREVAILING WAGE DETERMINATION**

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is performed by **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Iron Workers 2007-2010 Master Labor Agreement, between District Council of Iron Workers of the State of California and vicinity and Iron Worker Employers State of California and a portion of Nevada, were not published or recognized for the **Los Angeles, San Diego, and Imperial Counties** by the Department of Industrial Relations starting with the **August 22, 2009** issuance of the Southern California Iron Workers' general determination, **C-20-X-1-2009-1** and continuing with any subsequent Southern California Iron Workers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy systems) **SHALL NOT** be applied or used on public works projects for the associated type of work.

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February 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE SOUTHERN CALIFORNIA LABORERS'
GENERAL PREVAILING WAGE DETERMINATION**

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Laborers 2006-2009 Master Labor Agreement, Memorandum of Agreement by and between Southern California District Council of Laborers and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc. and Southern California Contractors Association, were not published or recognized for the **Los Angeles and Imperial Counties** by the Department of Industrial Relations starting with the **August 22, 2009** issuance of the Southern California Laborers' general determination, **SC-23-102-2-2009-1** and continuing with any subsequent Southern California Laborers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) **SHALL NOT** be applied or used on public works projects for the associated type of work.

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February 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE SOUTHERN CALIFORNIA CARPENTERS'
GENERAL PREVAILING WAGE DETERMINATION**

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is performed by **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Carpenters 1998-2011 Master Labor Agreement, between Southern California Conference of Carpenters and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc., Southern California Contractors Association and Millwright Employers Association, were not published or recognized for the **Los Angeles and Imperial Counties** by the Department of Industrial Relations starting with the **August 22, 2009** issuance of the Southern California Carpenters' general determination, **SC-23-31-2-2009-1** and continuing with any subsequent Southern California Carpenters' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) **SHALL NOT** be applied or used on public works projects for the associated type of work.

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February 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE SOUTHERN CALIFORNIA TEAMSTERS'
GENERAL PREVAILING WAGE DETERMINATION**

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Teamsters 2009-2010 Southern California Construction Master Labor Agreement between Southern California General Contractors and Teamsters Joint Council #42 and Teamsters Local Union #87, Affiliated with the International Brotherhood of Teamsters were not published or recognized for **Los Angeles and Imperial Counties** by the Department of Industrial Relations starting with the **August 22, 2009** issuance of the Southern California Teamsters' general determination, **SC-23-261-2-2009-1** and continuing with any subsequent Southern California Teamsters' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) **SHALL NOT** be applied or used on public works projects for the associated type of work.

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February 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE SAN DIEGO LABORERS'
GENERAL PREVAILING WAGE DETERMINATION**

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the 2007-2011 San Diego Laborers' (Engineering Construction) Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89, were not published or recognized for the **San Diego County** by the Department of Industrial Relations starting with the **August 22, 2009** issuance of the San Diego Laborers' (Engineering Construction) general determination, **SD-23-102-3-2009-1** and continuing with any subsequent San Diego Laborers' (Engineering Construction) general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) **SHALL NOT** be applied or used on public works projects for the associated type of work.

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February 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
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GENERAL PREVAILING WAGE DETERMINATION**

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the 2009-2012 San Diego Laborers' (Building Construction) Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89, were not published or recognized for the **San Diego County** by the Department of Industrial Relations starting with the **August 22, 2009** issuance of the San Diego Laborers' (Building Construction) general determination, **SD-23-102-4-2009-1** and continuing with any subsequent San Diego Laborers' (Building Construction) general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) **SHALL NOT** be applied or used on public works projects for the associated type of work.

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603
San Francisco CA 94142-0603



February 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE SOUTHERN CALIFORNIA PLUMBERS'
GENERAL PREVAILING WAGE DETERMINATION**

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- **Electricians: Inside Wiremen** for the LOS-2009-2, SDI-2009-2, and IMP-2009-2 General Prevailing Wage Determinations.

The type of work listed below, as identified in the Plumbers 2006-2011 Master Labor Agreement for the Plumbing and Piping Industry of Southern California, between Southern California Pipe Trades District Council No.16 of the United Association and California Plumbing and Mechanical Contractors Association, were not published or recognized for the **Los Angeles, San Diego, and Imperial Counties** by the Department of Industrial Relations starting with the **August 22, 2009** issuance of the Southern California Plumbers' general determination, **LOS-2009-2, SDI-2009-2 and IMP-2009-2** and continuing with any subsequent Southern California Plumbers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar systems; all solar systems and components thereof) **SHALL NOT** be applied or used on public works projects for the associated type of work.

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



February 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE LOS ANGELES GLAZIERS'
GENERAL PREVAILING WAGE DETERMINATION**

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the 2008-2011 Los Angeles Glaziers' Memorandum of Agreement and the 2005-2010 Los Angeles Glaziers Master Labor Agreement by and between Painters and Allied Trades District Council No. 36 and Southern California Glass Management Association, were not published or recognized for the **Los Angeles County** by the Department of Industrial Relations starting with the **August 22, 2009** issuance of the Los Angeles Glaziers' general determinations, **LOS-2009-2** and continuing with any subsequent Los Angeles Glaziers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar heat collectors containing glass or glass substitutes) **SHALL NOT** be applied or used on public works projects for the associated type of work.

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



February 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE SAN DIEGO AND IMPERIAL GLAZIERS'
GENERAL PREVAILING WAGE DETERMINATION**

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the 2008-2011 San Diego Glaziers' Memorandum of Agreement and the 2005-2010 San Diego Glaziers Master Labor Agreement by and between Painters and Allied Trades District Council No. 36 and Tower Glass, Inc., were not published or recognized for the **San Diego and Imperial Counties** by the Department of Industrial Relations starting with the **August 22, 2009** issuance of the San Diego and Imperial Glaziers' general determinations, **SDI-2009-2 and IMP-2009-2** and continuing with any subsequent San Diego and Imperial Glaziers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar heat collectors containing glass or glass substitutes) **SHALL NOT** be applied or used on public works projects for the associated type of work.

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



February 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE SAN DIEGO AND IMPERIAL SHEET METAL WORKERS'
GENERAL PREVAILING WAGE DETERMINATION**

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Sheet Metal Workers Addendum to the Standard Form of Union Agreement A-01-05 by and between Sheet Metal Workers International Association, Local Union 206 and the San Diego Chapter of the Sheet Metal and Air Conditioning Contractors National Association, were not published or recognized for the **San Diego and Imperial Counties** by the Department of Industrial Relations starting with the **August 22, 2009** issuance of the San Diego and Imperial Sheet Metal Workers' general determinations, **SDI-2009-2 and IMP-2009-2** and continuing with any subsequent San Diego and Imperial Sheet Metal Workers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar systems) **SHALL NOT** be applied or used on public works projects for the associated type of work.

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



June 15, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE RACEWAYS AND CONDUIT
SYSTEM WORK IN SAN FRANCISCO COUNTY**

Dear Public Official/Other Interested Parties:

The San Francisco Superior Court in *Northern California District Council of Laborers v. California Department of Industrial Relations*, Case No. CPF-10-510339, has ordered the Department of Industrial Relations to rescind the "Notice Regarding Advisory Scope of Work for Electrician: Inside Wireman General Prevailing Wage Determination in San Francisco County" and the "Notice Regarding Advisory Scope of Work for the Northern California Laborers' General Prevailing Wage Determination."

These notices have been rescinded and were removed from the Department's website on May 27, 2010.

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



July 26, 2010

**IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES
REGARDING A CORRECTION IN THE FEBRUARY 22, 2010
“NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA
CARPENTERS’ GENERAL PREVAILING WAGE DETERMINATION”**

On February 22, 2010, the Division of Labor Statistics and Research issued the “Notice Regarding Advisory Scope of Work for the Southern California Carpenters’ General Prevailing Wage Determination.”

In reviewing the notice on our website, the carpenters notice contains a typographical error in the last sentence of paragraph 1, “the minimum rate of pay for work in question is performed by Electricians: Inside Wiremen...”

The correct wording should be as follows, “*the minimum rate of pay for the work in question is – Electricians: Inside Wiremen...*”

Attached is the corrected notice.

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603
San Francisco CA 94142-0603



July 26, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE SOUTHERN CALIFORNIA CARPENTERS'
GENERAL PREVAILING WAGE DETERMINATION**

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Carpenters 1998-2011 Master Labor Agreement, between Southern California Conference of Carpenters and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc., Southern California Contractors Association and Millwright Employers Association, were not published or recognized for the **Los Angeles and Imperial Counties** by the Department of Industrial Relations starting with the **August 22, 2009** issuance of the Southern California Carpenters' general determination, **SC-23-31-2-2009-1** and continuing with any subsequent Southern California Carpenters' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) **SHALL NOT** be applied or used on public works projects for the associated type of work.

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



August 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE SHEET METAL WORKERS'
GENERAL PREVAILING WAGE DETERMINATIONS**

Please note that the gutters, downspouts, and metal flashing work listed in the Labor Agreement between the Sheet Metal Workers International Association Local 162 and Sheet Metal and Air Conditioning Contractors National Association, were not recognized for the **Alpine, Calaveras, Fresno, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tuolumne Counties** by the Department of Industrial Relations starting with the **August 22, 2010** issuance of the Sheet Metal Workers' general determinations, **ALP-2010-2, CAL-2010-2, FRE-2010-2, KIN-2010-2, MAD-2010-2, MER-2010-2, SJO-2010-2, STA-2010-2, and TUE-2010-2** and continuing with any subsequent Alpine, Calaveras, Fresno, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tuolumne Sheet Metal Workers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (gutters, downspouts, and metal flashing) **SHALL NOT** be applied or used on public works projects for the associated type of work.

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director

455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

March 4, 2011

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE SOUTHERN CALIFORNIA AND SAN DIEGO
LANDSCAPE/IRRIGATION LABORER/TENDERS'
GENERAL PREVAILING WAGE DETERMINATIONS**

The classifications and types of work listed below, as identified in the Laborers' 2008-2012 Landscape Master Agreement by and between the Southern California District Council of Laborers and Valley Crest Landscape Development, Inc., have not been published or recognized by the Department of Industrial Relations in the **August 22, 2010** issuance of the Southern California and San Diego Landscape/Irrigation Laborer/Tender general determinations, **SC-102-X-14-2010-1 and SD-102-X-14-2010-1** and continuing with any subsequent Southern California (including San Diego) Counties Landscape/Irrigation Laborers/Tender general determinations until superseded by the Director. The rates associated with these unrecognized classifications and types of work **SHALL NOT** be applied or used on public works projects for the associated type of work.

The following classifications and types of work have not been adopted for public works projects: Classifications

- Landscape/Irrigation Equipment Operator
- Landscape/Irrigation Truck Driver

Types of Work

- The operation of horizontal directional drills, including operation of drill and electronic tracking device (locator) and related work.
- Installation and cutting of pavers and paving stones.
- Operation of pilot trucks.
- *The operation of all landscape/irrigation equipment and landscape/irrigation trucks.

* This shall include all of the classifications listed in the prevailing wage determinations for Landscape Operating Engineer (SC-63-12-33), Operating Engineers (SC-23-63-2 and SD-23-63-3), and Teamster (SC-23-261-2 and SD-23-261-3) in all the Southern California counties, including San Diego County.

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



March 4, 2011

**IMPORTANT NOTICE REGARDING
THE SAN DIEGO LABORERS' (ENGINEERING CONSTRUCTION)
GENERAL PREVAILING WAGE DETERMINATION**

The classifications of work listed below, as identified in the 2007-2011 San Diego Laborers' (Engineering Construction) Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89 were not published or recognized by the Department of Industrial Relations in the **August 22, 2010** issuance of the San Diego Laborers' (Engineering Construction) general determination, **SD-23-102-3-2010-1** and continuing with any subsequent San Diego Laborers' (Engineering Construction) general determination until superseded by the Director. The rates associated with these unrecognized classifications **SHALL NOT** be applied or used on public works projects for the associated type of work.

The following classifications have not been adopted for public works projects:

Group 1

Concrete Curb and Gutter Laborer
Environmental, Remediation, Monitoring Well, Toxic waste, Geotechnical Drill Helper
Expansion Joint Caulking by any method (including preparation and clean-up)
Laborer, Concrete

Group 2

Grout Man (including forming, pouring, handling, mixing, finishing and cleanup of all types of grout)
Irrigation Laborer

Group 3

Bushing Hammer
Guardrail Erector
Shot Blast Equipment Operator (8 to 48 inches)

Group 4

Installer of Subsurface Instrumentation, Monitoring Wells, or Points, Remediation Systems Installer

Group 5

Environmental, Remediation, Monitoring Well, Toxic Waste and Geotechnical Driller

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



September 1, 2011

**IMPORTANT NOTICE REGARDING
THE SAN DIEGO TUNNEL WORKER (LABORER-ENGINEERING CONSTRUCTION)
GENERAL PREVAILING WAGE DETERMINATION**

The classifications of work listed below, as identified in the 2011-2012 San Diego Tunnel Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89 were not published or recognized by the Department of Industrial Relations in the **August 22, 2011** issuance of the San Diego Tunnel Worker (Laborer) general determination, **SD-23-102-5-2011-1** and continuing with any subsequent San Diego Tunnel Worker (Laborer-Engineering Construction) general determination until superseded by the Director. The rates associated with these unrecognized classifications **SHALL NOT** be applied or used on public works projects for the associated type of work.

The following classifications have not been adopted for public works projects:

Group I

Batch Plant Laborer

Group III

Tunnel Concrete Finisher

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



September 1, 2012

**IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES
REGARDING THE APPRENTICE PREVAILING WAGE RATES**

Effective September 1, 2012, the determination, issuance and publication of the apprentice prevailing wage rates have been reassigned by the Department of Industrial Relations from the Division of Apprenticeship Standards to the Office of the Director – Research Unit.

The apprentice rates will be posted online on September 17, 2012. Until this time, please use the Division of Apprenticeship Standards apprentice rates at <http://www.dir.ca.gov/DAS/PWAppWage/PWAppWageStart.asp>.

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director
1515 Clay Street, 17th Floor
Oakland, CA 94612
Tel: (415) 703-5050 Fax: (415) 703-5059/8

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



December 24, 2012

**IMPORTANT NOTICE TO AWARDING BODIES AND
OTHER INTERESTED PARTIES CONCERNING A NEW
AMENDMENT TO LABOR CODE SECTION 1720(a)(1)**

The passage of Assembly Bill 1598 (Chapter 810), effective January 1, 2013, modifies the definition of installation to include the assembly and disassembly of freestanding and affixed modular office systems.

Labor Code section 1720, subdivision (a)(1) now includes the following language:

“For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.”

In accordance with Assembly Bill 1598, its terms will be strictly enforced for all public works projects advertised for bids on or after January 1, 2013.

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



September 1, 2015

**SUMMARY OF IMPORTANT NOTICES CONCERNING BURGLAR ALARM AND FIRE
ALARM INSTALLATION**

Dear Public Officials/Other Interested Parties:

The Department has issued several important notices between June 27, 2002, and June 29, 2015, specifying the prevailing rate of pay for the installation of burglar and fire alarms. The tables on the following two pages provide a summary of the applicable rates of pay for burglar and fire alarm installation by county as of September 1, 2015. The information in these tables summarizes but **does not** alter the applicable rates of pay issued in the aforementioned important notices.

Please note that minimum rate of pay determinations are issued on a “project-by-project basis.” If you have a public works project in one of the counties listed in the tables that indicates “project-by-project basis,” you may request a minimum rate of pay determination prior to the bid advertisement date of the project by sending a written request to the address below. Each request should include all the relevant documents that would assist the Department in issuing a determination. These documents include but are not limited to the contract, financial documents, plans, specifications, as well as contact information for the Awarding Body.

Please refer to the county determinations to find the rates associated with the craft(s)/classification(s) referenced in the tables. The scope of work for each classification is posted on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. This information may also be requested from the Office of the Director – Research Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations
Office of the Director – Research Unit
P.O. Box 420603
San Francisco, CA 94142

Table 1: Burglar Alarm Installation

COUNTY	CRAFT/CLASSIFICATION
Alameda	Project-by-Project Basis
Alpine	Electrician: Inside Wireman
Amador	Electrician: Inside Wireman
Butte	Electrician: Inside Wireman
Calaveras	Project-by-Project Basis
Colusa	Electrician: Inside Wireman
Contra Costa	Electrician: Comm & System Installer
Del Norte	Electrician: Comm & System Installer
El Dorado	Electrician: Inside Wireman
Fresno	Electrician: Comm & System Installer
Glenn	Electrician: Inside Wireman
Humboldt	Electrician: Comm & System Installer
Imperial	Electrician: Sound and Signal Technician
Inyo	Electrician: Comm & System Installer
Kern	Project-by-Project Basis
Kings	Electrician: Comm & System Installer
Lake	Electrician: Comm & System Installer
Lassen	Electrician: Inside Wireman
Los Angeles	Electrician: Comm & System Installer
Madera	Electrician: Comm & System Installer
Marin	Electrician: Comm & System Installer
Mariposa	Electrician: Inside Wireman
Mendocino	Electrician: Comm & System Installer
Merced	Electrician: Inside Wireman
Modoc	Project-by-Project Basis
Mono	Electrician: Comm & System Installer
Monterey	Electrician: Comm & System Installer ^a
Napa	Project-by-Project Basis
Nevada	Electrician: Inside Wireman
Orange	Electrician: Sound Installer
Placer	Electrician: Inside Wireman
Plumas	Electrician: Inside Wireman
Riverside	Project-by-Project Basis
Sacramento	Electrician: Inside Wireman
San Benito	Electrician: Comm & System Installer ^a
San Bernardino	Electrician: Comm & System Installer
San Diego	Electrician: Sound and Signal Technician
San Francisco	Electrician: Comm & System Installer
San Joaquin	Project-by-Project Basis
San Luis Obispo	Electrician: Inside Wireman
San Mateo	Project-by-Project Basis
Santa Barbara	Electrician: Sound Installer
Santa Clara	Electrician: Comm & System Installer
Santa Cruz	Electrician: Comm & System Installer ^a
Shasta	Electrician: Inside Wireman
Sierra	Electrician: Inside Wireman
Siskiyou	Project-by-Project Basis
Solano	Project-by-Project Basis
Sonoma	Electrician: Comm & System Installer
Stanislaus	Electrician: Inside Wireman
Sutter	Electrician: Inside Wireman
Tehama	Electrician: Inside Wireman
Trinity	Electrician: Inside Wireman
Tulare	Electrician: Comm & System Installer
Tuolumne	Electrician: Inside Wireman
Ventura	Electrician: Comm & System Installer
Yolo	Electrician: Inside Wireman
Yuba	Electrician: Inside Wireman

Notes: ^a Installation of conduit, boxes, cables, and devices is performed at the Inside Wireman rate, and the final connection and programming is performed at the Communication and System Installer rate.

Last updated: September 1, 2015

Table 2: Fire Alarm Installation

COUNTY	CRAFT/CLASSIFICATION
Alameda	Project-by-Project Basis
Alpine	Electrician: Inside Wireman
Amador	Electrician: Inside Wireman
Butte	Electrician: Inside Wireman
Calaveras	Project-by-Project Basis
Colusa	Electrician: Inside Wireman
Contra Costa	Electrician: Comm & System Installer
Del Norte	Electrician: Inside Wireman
El Dorado	Electrician: Inside Wireman
Fresno	Electrician: Inside Wireman ^a
Glenn	Electrician: Inside Wireman
Humboldt	Electrician: Inside Wireman
Imperial	Electrician: Sound and Signal Technician
Inyo	Electrician: Comm & System Installer
Kern	Electrician: Inside Wireman
Kings	Electrician: Inside Wireman ^a
Lake	Electrician: Inside Wireman
Lassen	Electrician: Inside Wireman
Los Angeles	Electrician: Comm & System Installer ^c
Madera	Electrician: Inside Wireman ^a
Marin	Electrician: Inside Wireman
Mariposa	Electrician: Inside Wireman
Mendocino	Electrician: Inside Wireman
Merced	Electrician: Inside Wireman
Modoc	Project-by-Project Basis
Mono	Electrician: Comm & System Installer
Monterey	Electrician: Inside Wireman ^b
Napa	Project-by-Project Basis
Nevada	Electrician: Inside Wireman
Orange	Electrician: Sound Installer
Placer	Electrician: Inside Wireman
Plumas	Electrician: Inside Wireman
Riverside	Electrician: Inside Wireman
Sacramento	Electrician: Inside Wireman
San Benito	Electrician: Inside Wireman ^b
San Bernardino	Electrician: Comm & System Installer
San Diego	Electrician: Sound and Signal Technician
San Francisco	Electrician: Inside Wireman
San Joaquin	Project-by-Project Basis
San Luis Obispo	Electrician: Inside Wireman
San Mateo	Project-by-Project Basis
Santa Barbara	Electrician: Inside Wireman
Santa Clara	Electrician: Comm & System Installer
Santa Cruz	Electrician: Inside Wireman ^b
Shasta	Electrician: Inside Wireman
Sierra	Electrician: Inside Wireman
Siskiyou	Project-by-Project Basis
Solano	Project-by-Project Basis
Sonoma	Electrician: Inside Wireman
Stanislaus	Electrician: Inside Wireman
Sutter	Electrician: Inside Wireman
Tehama	Electrician: Inside Wireman
Trinity	Electrician: Inside Wireman
Tulare	Electrician: Inside Wireman ^a
Tuolumne	Electrician: Inside Wireman
Ventura	Electrician: Inside Wireman
Yolo	Electrician: Inside Wireman
Yuba	Electrician: Inside Wireman

- Notes:**
- ^a Conduit installation is performed at the Inside Wireman rate, and the termination, setting of devices, wiring of control panel and system performance checks are performed at the Comm & System Installer rate.
 - ^b Installation of conduit, boxes, cables, and devices is performed at the Inside Wireman rate, and the final connection and programming is performed at the Comm and System Installer rate.
 - ^c The rates for the craft(s)/classification(s) of Electrician: Sound Electrician also apply.

Last updated: September 1, 2015

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



October 27, 2015

**IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES
CONCERNING FIRE ALARM INSTALLATION**

Dear Public Official/Other Interested Parties:

Based on a recent investigation conducted by the Department, it has been determined that the minimum rate of pay for fire alarm installation work in **Riverside County** would be that of the craft(s)/classification(s) Electrician/Communication and System Installer.

These changes apply only prospectively to public works projects advertised for bid on or after November 6, 2015.

This notice also updates the table that was issued with the Important Notice dated September 1, 2015 and Important Notice dated June 27, 2002, regarding the applicable rate of pay for work involving the installation of fire alarms. Please note that the minimum rate of pay for all conduit installation associated with fire alarm system installation would be that of the craft/classification of Electrician/Inside Wireman.

Please refer to the county determinations to find the rates for the craft(s)/classification(s) referenced above. The scope of work for each classification is posted on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. This information may also be requested from the Office of the Director – Research Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations
Office of the Director – Research Unit
P.O. Box 420603
San Francisco, CA 94142

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



December 22, 2015

**IMPORTANT NOTICE
TO AWARING BODIES AND INTERESTED PARTIES REGARDING
THE PREVAILING WAGE RATES BELOW THE CALIFORNIA MINIMUM WAGE**

In accordance with Labor Code Sections 1770, 1773, and 1773.1, the Director of the Department of Industrial Relations is responsible for determining the prevailing wage rates for each worker employed on public works projects of more than one thousand dollars (\$1,000).

Effective January 1, 2016, the minimum wage in California will increase to ten dollars (\$10.00) per hour. The Director's prevailing wage determinations shall not be below the California minimum wage. Each employer is required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by these determinations must also be paid.

If the California minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.



Christine Baker, Director
Office of the Director
1515 Clay Street, 17th Floor
Oakland, CA 94612

Eric Rood, Assistant Chief
Division of Labor Standards Enforcement
160 Promenade Circle, Suite 330
Sacramento, CA 95834

IMPORTANT NOTICE

RE: Electronic Certified Payroll (eCPR) Reporting On Public Works Projects

Dear Interested Parties:

This notice is in response to the numerous inquiries DIR has received regarding the difficulty that many contractors and subcontractors are having with the eCPR requirements effective January 1, 2016. See Labor Code § 1771.4(a)(3).

Effective immediately, enforcement of the eCPR requirement is hereby temporarily stayed pending outreach, education and upgrades to the eCPR system that will allow contractors and subcontractors to more easily submit CPRs into DIR's system. DIR is currently exploring an alternative reporting format that will facilitate compliance with the eCPR requirements for contractors and subcontractors that are having difficulty. DIR anticipates that the upgrades should be completed by June 2016.

This notice **only** applies to the obligation to submit CPRs into DIR's eCPR system. Awarding bodies must still ensure that contractors and subcontractors are registered under DIR's contractor registration system and in compliance with all other prevailing wage laws including, but not limited to, Labor Code section 1776 (Reporting of Certified Payroll Records).

This notice also does not affect the ability or obligation of labor compliance personnel, or rights of other interested parties, to request and obtain certified payroll records (hard copies in the absence of electronic records).

January 21, 2016

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



September 1, 2016

SUMMARY OF IMPORTANT NOTICES CONCERNING BURGLAR ALARM AND FIRE ALARM INSTALLATION

Dear Public Officials/Other Interested Parties:

The Department has issued several important notices between June 27, 2002, and June 29, 2015, specifying the prevailing rate of pay for the installation of burglar and fire alarms. The tables on the following two pages provide a summary of the applicable rates of pay for burglar and fire alarm installation by county as of September 1, 2016. The information in these tables summarizes but **does not** alter the applicable rates of pay issued in the aforementioned important notices.

Please note that minimum rate of pay determinations are issued on a “project-by-project basis.” If you have a public works project in one of the counties listed in the tables that indicates “project-by-project basis,” you may request a minimum rate of pay determination prior to the bid advertisement date of the project by sending a written request to the address below. Each request should include all the relevant documents that would assist the Department in issuing a determination. These documents include but are not limited to the contract, financial documents, plans, specifications, as well as contact information for the Awarding Body.

Please refer to the county determinations to find the rates associated with the craft(s)/classification(s) referenced in the tables. The scope of work for each classification is posted on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. This information may also be requested from the Office of the Director – Research Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations
Office of the Director – Research Unit
P.O. Box 420603
San Francisco, CA 94142

Table 1: Burglar Alarm Installation

COUNTY	CRAFT/CLASSIFICATION
Alameda	Project-by-Project Basis
Alpine	Electrician: Inside Wireman
Amador	Electrician: Inside Wireman
Butte	Electrician: Inside Wireman
Calaveras	Project-by-Project Basis
Colusa	Electrician: Inside Wireman
Contra Costa	Electrician: Comm & System Installer
Del Norte	Electrician: Comm & System Installer
El Dorado	Electrician: Inside Wireman
Fresno	Electrician: Comm & System Installer
Glenn	Electrician: Inside Wireman
Humboldt	Electrician: Comm & System Installer
Imperial	Electrician: Sound and Signal Technician
Inyo	Electrician: Comm & System Installer
Kern	Project-by-Project Basis
Kings	Electrician: Comm & System Installer
Lake	Electrician: Comm & System Installer
Lassen	Electrician: Inside Wireman
Los Angeles	Electrician: Comm & System Installer
Madera	Electrician: Comm & System Installer
Marin	Electrician: Comm & System Installer
Mariposa	Electrician: Inside Wireman
Mendocino	Electrician: Comm & System Installer
Merced	Electrician: Inside Wireman
Modoc	Project-by-Project Basis
Mono	Electrician: Comm & System Installer
Monterey	Electrician: Comm & System Installer ^a
Napa	Project-by-Project Basis
Nevada	Electrician: Inside Wireman
Orange	Electrician: Sound Installer
Placer	Electrician: Inside Wireman
Plumas	Electrician: Inside Wireman
Riverside	Project-by-Project Basis
Sacramento	Electrician: Inside Wireman
San Benito	Electrician: Comm & System Installer ^a
San Bernardino	Electrician: Comm & System Installer
San Diego	Electrician: Sound and Signal Technician
San Francisco	Electrician: Comm & System Installer
San Joaquin	Project-by-Project Basis
San Luis Obispo	Electrician: Inside Wireman
San Mateo	Project-by-Project Basis
Santa Barbara	Electrician: Sound Installer
Santa Clara	Electrician: Comm & System Installer
Santa Cruz	Electrician: Comm & System Installer ^a
Shasta	Electrician: Inside Wireman
Sierra	Electrician: Inside Wireman
Siskiyou	Project-by-Project Basis
Solano	Project-by-Project Basis
Sonoma	Electrician: Comm & System Installer
Stanislaus	Electrician: Inside Wireman
Sutter	Electrician: Inside Wireman
Tehama	Electrician: Inside Wireman
Trinity	Electrician: Inside Wireman
Tulare	Electrician: Comm & System Installer
Tuolumne	Electrician: Inside Wireman
Ventura	Electrician: Comm & System Installer
Yolo	Electrician: Inside Wireman
Yuba	Electrician: Inside Wireman

Notes: ^a Installation of conduit, boxes, cables, and devices is performed at the Inside Wireman rate, and the final connection and programming is performed at the Communication and System Installer rate.

Last updated: September 1, 2016

Table 2: Fire Alarm Installation

COUNTY	CRAFT/CLASSIFICATION
Alameda	Project-by-Project Basis
Alpine	Electrician: Inside Wireman
Amador	Electrician: Inside Wireman
Butte	Electrician: Inside Wireman
Calaveras	Project-by-Project Basis
Colusa	Electrician: Inside Wireman
Contra Costa	Electrician: Comm & System Installer
Del Norte	Electrician: Inside Wireman
El Dorado	Electrician: Inside Wireman
Fresno	Electrician: Inside Wireman ^a
Glenn	Electrician: Inside Wireman
Humboldt	Electrician: Inside Wireman
Imperial	Electrician: Sound and Signal Technician
Inyo	Electrician: Comm & System Installer
Kern	Electrician: Inside Wireman
Kings	Electrician: Inside Wireman ^a
Lake	Electrician: Inside Wireman
Lassen	Electrician: Inside Wireman
Los Angeles	Electrician: Comm & System Installer
Madera	Electrician: Inside Wireman ^a
Marin	Electrician: Inside Wireman
Mariposa	Electrician: Inside Wireman
Mendocino	Electrician: Inside Wireman
Merced	Electrician: Inside Wireman
Modoc	Project-by-Project Basis
Mono	Electrician: Comm & System Installer
Monterey	Electrician: Inside Wireman ^b
Napa	Project-by-Project Basis
Nevada	Electrician: Inside Wireman
Orange	Electrician: Sound Installer
Placer	Electrician: Inside Wireman
Plumas	Electrician: Inside Wireman
Riverside	Electrician: Inside Wireman
Sacramento	Electrician: Inside Wireman
San Benito	Electrician: Inside Wireman ^b
San Bernardino	Electrician: Comm & System Installer
San Diego	Electrician: Sound and Signal Technician
San Francisco	Electrician: Inside Wireman
San Joaquin	Project-by-Project Basis
San Luis Obispo	Electrician: Inside Wireman
San Mateo	Project-by-Project Basis
Santa Barbara	Electrician: Inside Wireman
Santa Clara	Electrician: Comm & System Installer
Santa Cruz	Electrician: Inside Wireman ^b
Shasta	Electrician: Inside Wireman
Sierra	Electrician: Inside Wireman
Siskiyou	Project-by-Project Basis
Solano	Project-by-Project Basis
Sonoma	Electrician: Inside Wireman
Stanislaus	Electrician: Inside Wireman
Sutter	Electrician: Inside Wireman
Tehama	Electrician: Inside Wireman
Trinity	Electrician: Inside Wireman
Tulare	Electrician: Inside Wireman ^a
Tuolumne	Electrician: Inside Wireman
Ventura	Electrician: Inside Wireman
Yolo	Electrician: Inside Wireman
Yuba	Electrician: Inside Wireman

Notes: ^a Conduit installation is performed at the Inside Wireman rate, and the termination, setting of devices, wiring of control panel and system performance checks are performed at the Comm & System Installer rate.
^b Installation of conduit, boxes, cables, and devices is performed at the Inside Wireman rate, and the final connection and programming is performed at the Comm and System Installer rate.

Last updated: September 1, 2016

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



**IMPORTANT NOTICE TO AWARING BODIES & ALL INTERESTED PARTIES REGARDING CHANGES TO THE
DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

INTERIM DETERMINATION FOR THE CRAFT OF: # CARPENTER AND RELATED TRADES

DETERMINATION: SC-23-31-2-2016-1

ISSUE DATE: September 6, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other	Total Hourly Rate	Hours	Daily ^a 1 1/2X	Saturday ^b 1 1/2X	Sunday and Holiday
AREA 1											
Carpenter ^{c,h} , Cabinet Installer, Insulation Installer, Hardwood Floor Worker, Acoustical Installer	\$40.40	\$6.85	\$4.66	\$4.95 ^f	\$0.57	\$0.39	8	\$57.82	\$78.02	\$78.02	\$98.22
Pile Driverman ^l , Derrick Bargeman, Rockslinger, Bridge or Dock Carpenter, Cable Splicer	40.53	6.85	4.66	4.95 ^f	0.57	0.39	8	57.95	78.215	78.215	98.48
Bridge Carpenter ^e	40.53	6.85	4.66	4.95 ^f	0.57	0.39	8	57.95	78.215	78.215	98.48
Shingler ^e	40.53	6.85	4.66	4.95 ^f	0.57	0.39	8	57.95	78.215	78.215	98.48
Saw Filer	40.49	6.85	4.66	4.95 ^f	0.57	0.39	8	57.91	78.155	78.155	98.40
Table Power Saw Operator	40.50	6.85	4.66	4.95 ^f	0.57	0.39	8	57.92	78.17	78.17	98.42
Pneumatic Nailer or Power Stapler	40.65	6.85	4.66	4.95 ^f	0.57	0.39	8	58.07	78.395	78.395	98.72
Roof Loader of Shingles	28.37	6.85	4.66	4.95 ^f	0.57	0.39	8	45.79	59.975	59.975	74.16
Scaffold Builder	31.60	6.85	4.66	4.95 ^f	0.57	0.39	8	49.02	64.82	64.82	80.62
Millwright ^e	40.90	6.85	4.66	4.95 ^f	0.57	0.39	8	58.52	78.97	78.97	99.42
Head Rockslinger	40.63	6.85	4.66	4.95 ^f	0.57	0.39	8	58.05	78.365	78.365	98.68
Rock Bargeman or Scowman	40.43	6.85	4.66	4.95 ^f	0.57	0.39	8	57.85	78.065	78.065	98.28
Diver, Wet (Up To 50 Ft. Depth) ^d	⁸ 9.06	6.85	4.66	4.95 ^f	0.57	0.39	8	106.48	151.01	151.01	195.54
Diver, (Stand-By) ^d	⁴ 4.53	6.85	4.66	4.95 ^f	0.57	0.39	8	61.95	84.215	84.215	106.48
Diver's Tender ^d	43.53	6.85	4.66	4.95 ^f	0.57	0.39	8	60.95	82.715	82.715	104.48
Assistant Tender (Diver's) ^d	40.53	6.85	4.66	4.95 ^f	0.57	0.39	8	57.95	78.215	78.215	98.48
AREA 2											
Carpenter ^{c,h} , Cabinet Installer, Insulation Installer, Hardwood Floor Worker, Acoustical Installer	39.83	6.85	4.66	4.95 ^f	0.57	0.39	8	57.25	77.165	77.165	97.08
Shingler ^e	39.97	6.85	4.66	4.95 ^f	0.57	0.39	8	57.39	77.375	77.375	97.36
Saw Filer	39.83	6.85	4.66	4.95 ^f	0.57	0.39	8	57.25	77.165	77.165	97.08
Table Power Saw Operator	40.93	6.85	4.66	4.95 ^f	0.57	0.39	8	58.35	78.815	78.815	99.28
Pneumatic Nailer or Power Stapler	40.09	6.85	4.66	4.95 ^f	0.57	0.39	8	57.51	77.555	77.555	97.60
Roof Loader of Shingles	27.98	6.85	4.66	4.95 ^f	0.57	0.39	8	45.40	59.39	59.39	73.38

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

a. **AREA 1** - Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

AREA 2 - Inyo, Kern, and Mono counties. For Bridge Carpenter, Scaffold Builder, Pile Driverman, Derrick Bargeman, Rockslinger, Bridge or Dock Carpenter, Cable Splicer, Millwright, Head

Rockslinger, Rock Bargeman or Scowman, Diver, Wet (Up to 50 Ft. Depth), Diver (Stand-By), Diver's Tender, and Assistant Tender (Diver's) rates, please see **Area 1** as this rate applies to **Area 2** as well. Basic Hourly Rates for **Area 2** include an additional amount deducted for vacation/holiday.

b. First eight (8) hours worked paid at 1 1/2 times the straight time rate, all hours after that paid at double (2x) the straight time rate. Saturdays in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer.

c. When performing welding work requiring certification, classification will receive an additional \$1.00 per hour.

d. Shall receive a minimum of 8 hours pay for any day or part thereof.

e. For specific rates over 50 ft depth, contact the Office of the Director – Research Unit. Rates for Technicians, Manifold Operators, Pressurized Submersible Operators, Remote Control Vehicle Operators, and Remote Operated Vehicle Operators, as well as rates for Pressurized Bell Diving and Saturation Diving are available upon request.

f. Includes an amount for supplemental dues.

g. All overtime worked Mon - Fri shall be paid at 1 1/2 times the straight time rate for the first four (4) hours and double (2x) the straight time for work performed after twelve (12) hours.

h. A Carpenter who performs work of forming in the construction of open cut sewers or storm drains shall receive a premium of thirteen cents (\$0.13) per hour in addition to his Carpenter's scale. This premium shall apply only on an operation in which horizontal lagging is used in conjunction with Steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms, which work is performed by pile drivers.

i. When performing welding work requiring certification, classification will receive an additional \$1.00 per hour. An additional \$0.50 per hour when handling or working with new pressure-treated creosote piling or timber, or driving of used pressure-treated creosote piling.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

DEPARTMENT OF INDUSTRIAL RELATIONS

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**IMPORTANT NOTICE TO AWARDDING BODIES & ALL INTERESTED PARTIES REGARDING CHANGES TO THE
DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS
INTERIM DETERMINATION FOR THE CRAFT OF: CARPENTER**

DETERMINATION: SD-23-31-4-2016-1

ISSUE DATE: September 06, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within San Diego County

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payment	Hours	Total Hourly Rate	Daily ^a 1 1/2X	Saturday ^b 1 1/2X	Sunday & Holiday 2X
ENGINEERING CONSTRUCTION											
Carpenter (Heavy and Highway Work)	\$40.20	6.85	4.66	4.95 ^b	.57	.38	8	57.61	77.71	77.71	97.81
Bridge Carpenter (Highway Work)	40.33	6.85	4.66	4.95 ^b	.57	.38	8	57.74	77.905	77.905	98.07
Millwright	40.70	6.85	4.66	4.95 ^b	.57	.58	8	58.31	78.66	78.66	99.01
Pile Driver ^c	40.33	6.85	4.66	4.95 ^b	.57	.38	8	57.74	77.905	77.905	98.07
Diver, Wet (up to 50ft. depth) ^d	89.06 ^e	6.85	4.66	4.95 ^b	.57	.38	8	106.47	151.00	151.00	195.53
Diver, Standby ^d	44.53 ^o	6.85	4.66	4.95 ^b	.57	.38	8	61.94	84.205	84.205	106.47
Diver's Tender ^d	43.53	6.85	4.66	4.95 ^b	.57	.38	8	60.94	82.705	82.705	104.47
Assistant Tender (Diver's) ^d	40.53	6.85	4.66	4.95 ^b	.57	.38	8	57.94	78.205	78.205	98.47

DETERMINATION: SD-23-31-4-2016-1A

ISSUE DATE: September 06, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2017** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within San Diego County

BUILDING CONSTRUCTION

Carpenter	\$35.10	6.85	4.66	4.95 ^b	.57	0.05	8	52.18	69.73 ^f	69.73 ^f	87.28
Light Commercial	28.08	6.85	4.66	4.95 ^b	.57	0.05	8	45.16	59.20 ^f	59.20 ^f	73.24

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Rate only applies to the first 4 daily overtime hours and the first 8 hours on Saturday; all other time is paid at the Sunday/Holiday rate.

Saturday in the same workweek may be worked at straight-time rate for the first 8 hours if the employee was unable to complete the 40 hours during the normal workweek for reasons beyond the control of the Employer, such as inclement weather. In addition, for Building Construction only, reasons can be due to major mechanical breakdown or lack of materials beyond the control of the Employer or because the employee voluntarily chooses to miss a scheduled workday, he may voluntarily work on Saturdays at straight time rate.

^b Includes Supplemental Dues.

^c An additional \$0.50 per hour when handling or working with new pressure-treated creosote piling or timber, or driving of used pressure-treated creosote piling.

^d Shall receive a minimum of 8 hours pay for any day or part thereof.

^e For specific rates over 50 ft. depth, contact the Office of the Director – Research Unit. Rates for Technicians, Manifold Operators, Pressurized Submersible Operators, Remote Control Vehicle Operators, and Remote Operated Vehicle Operators, as well as rates for Pressurized Bell Diving and Saturation Diving are available upon request.

^f Rate only applies to the first 4 daily overtime hours and the first 8 hours on Saturday; all other time is paid at the Sunday/Holiday rate.

Saturday in the same workweek may be worked at straight-time rate for the first 8 hours if the employee was unable to complete the 40 hours during the normal workweek due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer or because the employee voluntarily chooses to miss a scheduled workday, he may voluntarily work on Saturdays at straight time rate.

DESCRIPTION:**Engineering Construction**

Refers to construction which requires a Class A license and includes bridges, highways, dams and also power plants and other heavy industrial type projects.

Building Construction

The light commercial wage rate shall not apply to institutional type buildings such as public or private schools, hospitals, libraries, museums, or post offices or other similar structures.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/opri/IDPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/opri/IDPreWageDetermination.htm>. Travel and/or subsistence payments for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



September 12, 2016

**IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES
REGARDING A CORRECTION TO THE
DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

Dear Public Officials/Other Interested Parties:

CRAFT/CLASSIFICATION: Tile Finisher and Tile Layer

DETERMINATIONS: IMP-2016-2, INY-2016-2, KER-2016-2, LOS-2016-2, MON-2016-2, ORA-2016-2,
RIV-2016-2, SBR-2016-2, SDI-2016-2, SLO-2016-2, STB-2016-2 and VEN-2016-2

LOCALITIES: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside,
San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties

The expiration date of "May 31, 2016*" as currently stated for the above referenced crafts/classifications and determinations is incorrect. The correct expiration date should be "**May 31, 2017***".

With the exception of the correction stated above, all of the wage rates and other conditions found in the above referenced General Prevailing Wage Determinations remain in effect.

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
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San Francisco, CA 94142-0603



September 16, 2016

**IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES
REGARDING A CORRECTION TO
THE DIRECTOR’S GENERAL PREVAILING WAGE DETERMINATIONS**

Dear Public Official/Other Interested Parties:

CRAFT: Electrician:

CLASSIFICATION: Inside Wireman – All Shifts; Cable Splicer – All Shifts

DETERMINATIONS: SFR-2016-2

LOCALITY: San Francisco County

A footnote for “Other Payments” for the Electrician: Inside Wireman and Electrician: Cable Splicer crafts/classifications was inadvertently omitted from the above-listed determination. The footnote that was inadvertently omitted is as follows:

OTHER PAYMENTS: In addition, an amount equal to .75% of the Basic Hourly Rate for the Administrative Maintenance Fund is added to the Total Hourly Rate and is factored into the Overtime Hourly Rate.

With the exception of the above correction, all of the wage rates and other conditions found in the above referenced prevailing wage determinations remain unchanged.

Attachment 5: Motorbus Service Contracts

(Admin Code 21C.1)

Collective Bargaining Agreement between Bauer's
Intelligent Transportation, Inc. and Teamsters Local
Union No. 665 in effect from October 1, 2016 to
September 30, 2019

**AGREEMENT
BY AND BETWEEN
Bauer's Intelligent Transportation, Inc.**

AND

TEAMSTERS LOCAL UNION 665

PREAMBLE

This Agreement is made and entered into by and between **Bauer's Intelligent Transportation, Inc.**, hereinafter referred to as the "Employer", and **Teamsters Local Union No. 665**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", covering the employment of persons, coming under the jurisdiction of the Union, in Northern California.

ARTICLE 1 – UNION RECOGNITION

The Employer recognizes that the Union as the exclusive bargaining representative of all employees employed by the Employer, to perform work in the classifications: Bus Drivers contracted to Cisco, EA, Zynga and Intuit.

ARTICLE 2 – TERMS OF AGREEMENT

Unless another date is specified, the wage and fringe benefit terms and other conditions as provided herein shall become effective October 1, 2016. This contract shall remain in full force and effect, and shall expire September 30, 2019.

Either party desiring to terminate this Agreement upon expiration of the term hereof shall give the other party sixty (60) days' notice of termination.

ARTICLE 3 – SAVINGS CLAUSE

Any provisions of this Agreement which conflicts with any State or Federal statute, or Executive Order having the same effect as law now existing or hereinafter enacted, shall not affect the remainder of the Agreement, but such provisions shall be open for negotiation.

ARTICLE 4 – SUCCESSION CLAUSE

In the event the Employer changes hands the seller shall at or prior to the day of change of ownership, pay off all obligations to employees, including unpaid wages, and proration of earned vacation. The payment of prorated vacation shall include all employees, whether or not they have been on the payroll for more / less than one year. Before any sale, transfer, assignment, merger, lease, or other legal change in name or ownership made by the Employer, the Employer shall fully inform the purchase, transferee, assign, lessee, or other new owner (hereinafter "the successor") as to all terms and conditions of this Agreement.

The Employer shall advise the Union in writing one (1) month in advance of such, contemplated sale, transfer, assignment, merger, lease other legal change in name or ownership, if possible.

The Employer shall endeavor to make it a condition of sale, transfer assignment, merger, lease, or other legal change in name or ownership that the successor shall retain all current covered employees at the time of the changeover, and shall recognize the Union as the exclusive bargaining representative for said employees.

ARTICLE 5 – HIRING

When new or additional employees are needed, the Employer may notify the union of the number of employees needed. The Employer reserves the right to concurrently hire from any other source.

The Employer agrees to notify the union of the names and addresses of any persons hired within seven (7) days of hiring, and shall forward to the Union a completed application for membership, once completed by the newly hired employee. It shall be the employee's responsibility to keep the Employer informed of his / her address and telephone number change on forms provided by the Employer.

ARTICLE 6 – UNION MEMBERSHIP

Membership in good standing in the union not later than the thirty – first (31st) day following the beginning of employment, or not later than the thirty – first (31st) day following the effective date of this Agreement, whichever is later, shall be a condition of employment for employees covered by this Agreement.

For the purpose of this Section only the following constitutes membership in good standing in the union: tender of Local 665's initiation fees in full not later than the thirty - first (31st) day following the effective date of this Agreement, whichever required as a condition of retaining membership for purposes of this Agreement.

The Employer at the request of the union is to deduct from the employee's first paycheck each month membership dues and assessments of the union, and promptly transmit such funds to the union by the tenth (10th) of each month, provided that the Employer has assignment which shall not be irrevocable for a period of more than one (1) year or beyond the termination date of the collective bargaining agreement, whichever occurs first.

The Employer shall, upon notification in writing by a business agent or the Secretary-Treasurer of the union, withhold from service any employee or member who is delinquent in union initiation fees and / or dues.

The Union shall indemnify the Employer for any dispute arising from the Employer's compliance with the Union's notice to discharge a member of the unit for failing to timely join the Union or for failing to remain in good standing.

D.R.I.V.E. DEDUCTIONS: (Teamsters Political Action Committee)

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employees earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the name, social security number, and the amount deducted from each employee's paycheck. The International Brotherhood of Teamsters shall reimburse to the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 7 – SENIORITY

Section 1. Seniority Established:

- (a) An employee's seniority shall be from the last date of hire in the employee's job classification. Employees shall be on probation for the first ninety (90) days of employment. Employees during said probation may be terminated at the discretion of the Employer without recourse to the grievance procedure. Upon successful completion, the seniority shall revert back to the date of hire or rehire.
- (b) A list of employees in the order of their seniority within their respective job classifications shall be kept current. If more than one employee is hired within a job classification on the same day, then seniority shall be determined by the drawing of lots. Such drawing shall be made in the presence of a union representative and an Employer representative. A copy of the seniority roster will be given to the Employees and sent to the union at least quarterly. Any protest as to the accuracy of the seniority list must be made within ten (10) days after distribution, with a copy of the protest going to both the Employer and the union. If no protest is made within ten (10) days, then, except for indisputable errors, the seniority list will stand as correct. (In computing the ten days, Saturdays, Sunday, holidays, the driver's days off, vacation, sick leave, leaves of absence, and days not worked, shall be excluded.)

Section 2. Layoff and Recall:

- (a) Reduction of forces due to lack of work shall be by seniority in a job classification provided the senior employee is qualified to do the available job. Each employee will be given notice of layoff except in cases of Acts of God or Civil Riot. The last employee hired in a job classification shall be the first laid off. Recall shall be in reverse order, provided the employee is capable and qualified. No employee shall be laid off on any

of his / her regular working days if an employee of lower seniority within the same classification works.

- (b) All employees are to be given one (1) weeks' written notice of impending layoffs, except in cases of Acts of God or Civil Riot.
- (c) Recall: In the event of a layoff, an employee so laid off shall be given notice of recall by registered or certified mail to his / her last known address. The employee must respond to such notice within three (3) days after receipt thereof and actually report for work within seven (7) days after receipt of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he / she shall lose all seniority rights under this Agreement.

Section 3. Seniority Broken:

Seniority shall be broken by (a) discharge, if not reinstated; (b) a resignation or quit; (c) layoff from the employer exceeding the employee's seniority but not to extend beyond twelve (12) months; (d) retirement; (e) absence from work three (3) consecutive scheduled work days without proper report and proof of reason for absence; or (f) as provided in Section 2 (c) above.

Section 4. Leave of absence:

A leave of absence granted by the employer shall not interrupt the continuity of seniority, providing the employee on such leave does not take another job. Leave of Absence descriptions and applicable time limits are contained in Articles 9 & 10.

Section 5. Rules:

Seniority shall apply, provided the employee is capable and qualified, as to starting time shift preference, work week, work day, overtime, classification, work on premium days, job bidding, or general working rules and shall be a matter of agreement between the union and the employer, subject to the grievance procedure when no agreement can be reached by the parties.

ARTICLE 8 – WORK WEEK AND OVERTIME

Section 1. Work Week:

The workweek is Saturday through Friday.

The lunch period shall be taken in an area specified by the employer. For each four (4) hours of work or major fraction thereof, the employer shall authorize and permit all employees to take a ten (10) minutes rest period or whatever state law requires.

Section 2. Four – Day / Ten – Hour Work Week:

- (a) In the event that the Employer establishes a four (4)-ten (10) day work schedule, it will be bid in seniority order. This shift will be bid at six (6) –

month intervals, except during the months of November through February when they will be sixty 60 days.

- (b) This schedule shall include three (3) consecutive days off.
- (c) Should there be an insufficient number of employees bidding for the four (4) day / ten (10) hour work schedule, the employer may assign unfilled shifts by reverse seniority.
- (d) Overtime shall be paid for all hours worked in excess of ten (10) hours per day and all hours worked in excess of forty (40) hours per week.

Section 3. Overtime:

- (a) Overtime shall be at the rate of time and one – half (1.5).
- (b) All commuter work performed after eight (8) hours in one (1) day shall be paid at the overtime rate of pay
- (c) All commuter work performed after forty (40) hours in one (1) workweek shall be paid at the overtime rate of pay.
- (d) Any employee deprived of the full thirty (30) minute lunch period; such employee shall be paid one (1) hours of straight-time pay in addition to any other pay for the day.
- (e) All overtime work shall be at the option of the driver, except in the case of an emergency.
- (f) All commuter time worked in excess of twelve (12) hours in one day shall be paid at two (2) times the hourly rate.
- (g) Overtime shall not apply to non-commuter work (i.e. charter, retail or events) and any time worked in such regard will be excluded from any overtime calculations.

Section 4. Shifts:

- (a) There shall be as many shifts as needed to serve the client. Employees working the shift shall be guaranteed the number of scheduled hours within their shift as long as they are available for work. Shifts are a minimum of Four (4) hours. Four (4) hour minimum shifts shall only be utilized for those persons who do not wish to work split shifts and shall not be used to replace shifts shorter than twelve (12) hours.
- (b) Any driver working on any of his / her days off shall receive time and one – half (1.5) for the day's work except where such work is a result of a scheduled shift change or such work is non-commuter work (i.e. charter, retail or events).

Section 5. Short Shifts:

An employee called to work and who reports for work shall receive a guarantee of the hours that were scheduled to be worked. Or a minimum of four (4) hours pay at the applicable rate of pay if unassigned to a regular shift

An employee shall receive not less than four (4) hours of pay when he / she works, regardless of the shortness of the duration of the work the employee is used for.

Notwithstanding the provision of Article 8: Section 3, an employee going home ill or leaving work for personal business shall be paid only for those hours worked.

ARTICLE 9 – GENERAL PROVISIONS

Section 1. Time cards:

The Employer shall utilize acceptable time keeping methods, and they shall be accurate. All employees shall record in when reporting for work and shall record out at the termination of their shift.

The Employer shall not alter an employee's time card in any way without notifying the employee before the next payday of the Employer's intention to alter the timecard. This notification shall be in writing and shall explain the reason for the alteration or denial of the claim. This notification, enclosed in an envelope, may be attached to the employee's time card or provided electronically through the payroll reporting system.

Section 2. Pay Method:

If the payday falls on a holiday, all employees shall be paid on the day before the holiday.

All paychecks shall show by coding explained to the driver what pay is due the employee for all regular pay, overtime pay, holiday pay, and any other monies due the employee.

For the employees who desire it, the employer shall make payroll deductions for Savings Bonds or to the recognized Credit Union, provided the driver has furnished the employer with a properly made out and signed authorization from for such a payroll deduction.

The Company shall directly deposit the driver's regular paycheck into the driver's bank account on or prior to the regular payday. It is the driver's responsibility to provide accurate and up-to-date routing information to avoid a delay in payment. Provisions shall be made for those employees who are not permitted to have a checking or savings account.

Section 3 - Required Dress:

The Employer reserves the right to require a professional standard of dress for employees consisting of a black suit, a black tie, a white shirt and black dress shoes. It is the responsibility of the employee to provide, repair and launder his/her own clothing. Drivers shall be allowed to wear a Teamster's union pin if the client/customer approves.

Section 4. Driver Area:

The employer shall provide, equip, and maintain an area which shall contain a table, chairs, restroom facilities, and supplies necessary for the driver to perform duties such as making out waybills, accident reports, timecards, etc.

Section 5. Armed Services Induction: (leaves of absence – unpaid):

Any driver inducted into the Armed Services of the United States under the provisions of the Federal Selective Service Act, or who is compulsorily inducted by the Government into employment into a war industry, shall be assured of return to work in a comparable position to that held at the time of induction. Such return must be within sixty (60) days of the time of the driver's discharge, and provided that the driver be not physically disabled to such a degree that he or she cannot perform the work required in the position.

An employee questioning the decision of the Employer as to his or her fitness or physical condition shall have the case determined by the procedures outlined in the section Penalties and Discharges.

Section 6. Jury Duty:

- (a) Employees who are called for examination for jury duty and / or serve, as jurors shall be paid the difference between any jury pay received and / or the amount of wages lost as a result of such call or service up to a maximum of five (5) days. The employees shall return to work promptly after being released from jury examination or service.
- (b) Jury Duty will be considered work time except for payment of overtime.
- (c) Those employees scheduled on swing or graveyard shift when impaneled on or called for Jury Duty shall be considered temporary day shift while on Jury Duty.
- (d) Employees shall submit to the Employer proof of attendance and documentation of any monies received.

Section 7. Court Appearances:

- (a) Any employee required to appear in a court or to testify on behalf of the employer shall be paid a full day's pay if such appearance or testimony requires four (4) or more hours, and the driver shall not work that day.
- (b) If such appearance or testimony requires less than four (4) hours, the driver shall be paid for four (4) hours at time and one – half pay, and shall report for work.
- (c) An employee shall not start a shift and then be required to appear to testify for the employer.
- (d) Employees required to appear or testify on their assigned day(s) off shall be paid at their regular rate, with a minimum of four (4) hour's pay.

- (e) Appearances at legal office or elsewhere for the purpose of giving a deposition shall be considered the same as appearing or testifying at a court and shall be paid for as required in Section 2.
- (f) The time at which an employee is requested or required to appear at the hearing, trial, or deposition – taking, shall be deemed the start of his or her paid time, even if the employee’s testimony is not made or if the deposition is not taken before the driver is dismissed for that day.

Section 8. Holidays:

There shall be eleven (11)* holidays per year or if the driver works for an exclusive customer, the paid holidays shall be commensurate to those of the customer. The holidays are as follows:

New Year’s Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President’s Day	Day after Thanksgiving
Memorial Day	Christmas Eve*
Independence Day	Christmas Day
	New Year’s Eve*

To be eligible for holiday pay when no work is performed (scheduled off), an employee must be available for work on his / her last scheduled workday immediately prior to the holiday and on his / her first scheduled workday (complete shifts) immediately following the holiday unless the employee can show a justifiable excuse to his /her Employer and the union. To be eligible for holiday pay when scheduled to work, an employee must work the holiday. Holiday pay shall not be paid to employees off on Workers’ compensation, State Disability or Leave of Absence. If an underlying customer is closed during a holiday period (i.e. Christmas to New Year’s) or any other time and employer is not paid by customer, then employee will not be paid by employer nor will such days be treated as holidays. Employees may take unpaid leave or use vacation during such periods of customer closure.

*Christmas Eve and New Year’s Eve shall be paid holidays only if they fall on a week day, or if work is performed on the day they fall.

When an employee works a commuter route on a holiday, he / she shall be paid at the rate of one and one half times for that day.. This does not apply to non-commuter work (i.e. charter, retail or events)

Employees shall be paid eight (8) hours of pay if a regularly scheduled day is not worked due to the holiday. If regularly scheduled to work, holiday pay shall be eight (8) hours plus 1 ½ time for all commuter hours worked. In the event the holiday falls on a non-scheduled day, it shall be paid at eight (8) hours.

When any of the holidays listed in Article 8 falls on a Sunday, and the holiday is celebrated officially on the following Monday, the holiday premium pay shall be paid for work performed on that Monday.

All work performed in excess of eight hours on a premium paid holiday shall be paid at the rate of double time(2) the regular hourly rate of pay. This does not apply to non-commuter work (i.e. charter, retail or events)

Section 9. Vacations:

- (a) Each employee having had one (1) year completed continuous service with his / her Employer shall receive a vacation of one (1) week up to forty (40) hours annually with pay.
- (b) Each employee having had two (2) years completed continuous service with his / her Employer shall receive a vacation of two (2) weeks up to eighty (80) hours annually with pay.
- (c) Each employee having had (5) years completed continuous service with his / her Employer shall receive a vacation of three (3) weeks up to one hundred twenty (120) hours annually with pay.
- (d) Each employee having had ten (10) years completed continuous service with his / her Employer shall receive a vacation of four (4) weeks up to one hundred sixty (160) hours annually with pay.
- (e) Each employee having had fifteen (15) years completed continuous service with his / her Employer shall receive a vacation of five (5) weeks up to two hundred (200) hours annually with pay.
- (f) Vacation pay shall consist of an employee's normal and usual weekly and bimonthly earnings of all time worked, exclusive of overtime, and shall be paid to the employee on the last working day immediately preceding the actual commencement of the employee's vacation.

Employees may take one (1) additional weeks' vacation without pay at the discretion of the Employer.

When a holiday listed in Section falls within an employee's vacation period, the employee shall have the option of receiving an extra day's pay, or an extra day of vacation with pay.

The sign – up for vacation shall be on a seniority basis.

The vacation sign – up shall begin on December 1st of each year and the bidding will close on January 31st of the following year. The vacation period covered will be from February 1st through January 31st of the following twelve – month period. Unless prior arrangement is made with the Employer any employee who has not submitted their vacation request prior to January 31st will be assigned his / her vacation. Any subsequent changes must be in writing and will be granted based on availability of time, regardless of seniority.

Vacation must be used within twelve (12) months of the employee's anniversary accrual. Any unused vacation not scheduled by the employee will be carried over to the following year up to twice the employee's annual accrual.

The Employer may limit the number of drivers permitted to take a vacation at one time, but there shall be no weeks in which no vacation are permitted, at least two qualified employees shall be permitted to take vacations in any one week.

Vacation pay shall not be accrued by employees off on workers compensation, State Disability, or Leave of Absence. Vacation shall be prorated based on the amount of time taken off.

Full – time employees covered by this Agreement, whose services terminate for any reason, shall receive pro – rated vacation with pay for those months for which no vacation has been paid on the following basis: employees who have completed less than one (1) year of employment, no vacation pro – rata. Employees who have completed one (1) year and less than five (5) years of employment, one (1) twelfth (1/12) of two weeks' wage exclusive of overtime up to eighty (80) hours annually, for each completed calendar month of employment; employees who have completed five (5) years and less than ten (10) years of employment, one – twelfth (1/12) of the three (3) weeks' wage, exclusive of overtime up to one hundred twenty (120) hours annually, for each completed calendar month of employment; employees who have completed ten (10) years and less than twenty (20) or more years of employment, one – twelfth (1/12) of four (4) weeks' wage, exclusive of overtime up to one hundred sixty (160) hours annually, for each completed calendar month of employment. Employees who have completed more than twenty (20) years of employment, one – twelfth (1/12) of five (5) weeks' wage, exclusive of overtime up to two hundred (200) hours annually, for each completed calendar month of employment.

Section 10. Leaves of Absence (without pay):

Personal leave:

When operating conditions permit as determined by the employer, employees may be granted personal leave of absence up to twenty (20) days, which, upon the approval of both the employer and Local 665, may be extended to, but not exceeding, one hundred and twenty (120) days. Requests for such extensions shall be made one (1) week prior to the expiration date of the original leave.

All request for leaves of absence, or for extension thereof, shall be in writing, dated, and signed by the employee, and copies shall be mailed to both the employer and Local 665.

A current list of employees on leaves of absence shall be given to the Union.

An employee on leave of absence waives all fringe benefits while on leave.

On leaves of absence over thirty (30) days, sick leave pay and vacation pay will be prorated according to the length of the leave and will not accrue.

Family Medical Leave (FMLA) and the California Pregnancy Act (CPA):

In accordance with Federal and State FMLA requirements and the CPA, leaves of absence will be granted by the Employer to qualified employees. The employer reserves the right to request

certification by a medical doctor every three (3) months for any leave granted that may extend beyond that allowed under FMLA or CPA.

FMLA, CPA and/or other medical leaves shall not count toward vacation, sick or holiday entitlement. Employees going out on FMLA, CPA or other medical leave must utilize all accrued and unused sick and vacation time as part of his or her leave period, and will receive all normal and customary pay for vacation and sick time used. However, if these benefits are exhausted prior to the end of the leave, the remainder of the leave will be without pay. The Employer may grant, upon written request, for extraordinary circumstances, a request for unpaid time off without being required to use paid time.

Upon return from maternity leave, the employee shall be entitled to be reinstated to the same or similar job the employee held prior to the commencement of the leave.

(a) Family or Medical Leave Criteria

If you have worked for the Employer a minimum of one year, and have worked 1,250 hours or more during the 12 months prior to beginning leave, you are eligible for Family or Medical leave under Federal and California law.

You are permitted up to 12 weeks of unpaid leave within any 12 months period for the birth or adoption of a child, to provide either physical or psychological care for a child, spouse, or parent with a serious health condition, or to care for your own serious health condition.

To qualify for medical leave, the health condition or treatments must require you to be absent on a recurring basis, or for treatment or recovery. All unpaid sick time recorded during the twelve (12) - month qualification period will be counted toward your 12 week maximum leave period. If both spouses work for the employer, leave taken for the adoption or birth of a healthy child, or to care for a sick parent, has a combined limit of twelve 12 weeks. If leave is to care for an ill child or spouse, each spouse is entitled to 12 weeks.

Health and welfare premiums are to be paid while employees are off on a leave. If the employee does not choose to return from family or medical leave, the employee is required to repay the amount the employer paid for the benefits during leave, unless certain qualifying conditions are met.

Alcohol / Drug Rehabilitation:

Once during the term of this agreement, an employee shall be permitted to take a leave of absence, up to a maximum of ninety (90) calendar days, for the purpose of undergoing treatment pursuant to an approved program.

Employees returning to their assignment from medical leaves of absence must give five (5) workdays advance notice to the employer prior to returning to service.

School visits Required of employees:

Employees who are parents or guardians of children in kindergarten through 12th grade shall be granted leave for required school visits under the following conditions:

- (a) The employees must give reasonable notice for time off.
- (b) The employee provides proof that he / she visited the school if the Employer requests. Proof means whatever documentation the school deems reasonable.
- (c) The employee may take up to four hours each school year, per child, to visit a child in school, especially if the school requests the attendance of a parent.
- (d) The employee may utilize vacation time, personal time.
- (e) The Employer is prohibited from discharging or discriminating in any way against an employee who is a parent or legal guardian called to the child's possible or actual suspension from school.

Bereavement Leave:

In the event of the death of an employees' current spouse, mother, father, grandchildren, grandmother, grandfather, step – parent, brother, sister, child or step – child, current father / mother in – laws, the employee shall be granted bereavement leave of up to seven (7) days. Employees will be paid for up to three (3) days for actual workdays lost. In the event that a drive must travel beyond a two – hundred mile radius from the employee's home, the employee will be paid for up to five (5) days for actual workdays lost within the seven (7) day bereavement leave period.

Sick Leave:

Employees shall be provided with one (1) hour of paid sick leave for every thirty (30) hours of work. All employees employed by the Employer prior to February 2007 shall be immediately eligible for paid sick leave. Employees hired after the above date shall accrue paid sick leave after ninety (90) days of continuous service up to a maximum of Seventy-two (72) hours per year.

Accrued, unused sick leave will carry over from year to year, to a maximum of Seventy-Two (72) hours of paid sick leave. Paid sick leave may be used for the employee's own illness or medical care, or for that of a child, parent, legal guardian or ward, sibling, grandparent, grandchild, spouse, or domestic partner, whether these relationships are biological or result from adoption, step-relationships and foster relationships. If an employee has no spouse or registered domestic partner, the employee may designate one person whom the employee may use paid

sick leave to provide aid or care. Employees have the opportunity to make or change their designation when they become eligible for paid sick leave and again on an annual basis.

ARTICLE 10 – Sign –Ups, Shift Bids:

There shall be two (2) general open bids – ups for all shifts to take effect the second week of January and July of each year. Bidding shall be by seniority only.

A sheet showing all runs available for bid, with a description of the run and the days off, shall be distributed to the employees at least three (3) weeks prior to the day of the close of the bidding period.

When for any reason a shift (bid – run) becomes vacant and such vacancy appears permanent, then that shift (bid – run) shall be put up for a bid on a seniority basis, beginning with the next drivers under the driver who gave up the shift. Openings will be allowed to be bid on once, with one following bid, after the second bid, the vacant position that is left open shall be filled by the Extra Board drivers for the remainder of the bid period, based on seniority, or if no one bids by inverse seniority.

All drivers must present a current and valid California Class B driver’s license with applicable endorsements and a current valid Medical Certificate (D.O.T. card), such driver will be removed from service and not allowed to work until her or she has the proper documents.

It shall be understood that those drivers who hold a bid which is close to their residence, i.e.; where a driver has minimal time from home to his/her first pick-up; shall have first right of refusal on his/her current bid. Thereafter, if a driver surrenders his/her bid, there will not be any further first right of refusal.

Additionally, it shall be understood that when a driver selects a bid, he/she must be qualified to perform the work in accordance with the Employer’s customer expectations, and be qualified to operate the equipment in the geographic area that is necessary for the bid. The Employer, along with a bargaining unit trainer shall determine if the person bidding has the appropriate qualifications to be awarded the bid.

If a driver has lost either one or both of the required Class B driver’s licenses with applicable endorsements or D.O.T. card, such driver will be removed from service and not allowed to work until he/she has the proper documents in his/her possession.

Any driver who has been off work, for any reason, in excess of thirty (30) days consecutively, and who does not have a doctor’s certificate to return to work within two (2) weeks of the effective date of the shift bids, will not be allowed to bid in the shifts bids (sign – up). Upon that employee’s return to work, he or she will be placed on the extra board in seniority order.

If a shift or “hold down” is not bid on, it will be given to the junior extra board driver.

Accidents:

Section 1: An "accident" is defined as when any part of a vehicle other than the bottom surface of the tires comes in contact with anything other than the top surface of the roadway resulting in death, bodily injury, property damage or physical damage resulting in \$50 or more of injury or damage even though the damage may not be repaired.

An accident is considered preventable unless the Employer determines the driver did everything possible, as an expert driver, to prevent it. The parties' goal is zero preventable accidents.

Section 2: Any driver involved in an at-fault (preventable) accident is subject to discipline up to and including termination of employment (see Section 4). An "at-fault accident" is any accident caused by the driver. For purposes of illustration, an at-fault accident includes any accident where a driver has been deemed by the police or insurance company to be the cause of the accident; or, such accidents as: involvement in a single vehicle accident (e.g., hitting a fixed object such as a tree, a building, a fire hydrant, a parked vehicle, a gas pump; a parking barrier or pole); or, rear-ending another vehicle; or, hitting a pedestrian or bicyclist; or, blatant negligence (e.g., distracted driving while using a cellular device while driving, falling asleep at the wheel).

Accidents will be judged by an Accident Committee with one appointee from the Employer and one appointee from the Union to determine whether the accident was preventable or non-preventable using the ATA guidelines. If the Committee cannot come to a determination regarding preventability, that determination will be made in accordance with the grievance and arbitration procedures in this Agreement. No employee shall be required to pay any part of the cost of any accident in which he or she is not involved. No employee shall be penalized for being involved in an accident in which he or she is not at fault or a non-preventable accident.

If neither the Union nor the driver timely or properly grieves the Employer's determination of preventability, the accident will remain preventable as a matter of record and may not be challenged or contested at a future date.

In the event of accident committee deadlock, then in accordance with DOT the accident is to be decided by employer's safety manager subject to the grievance procedure.

Section 3: Employees shall immediately report any accidents to dispatch and turn in an accident report within thirty (30) minutes after the completion of his / her shift. At the same time, the employee may provide the Employer additional information to aid the Employer with its decision regarding preventability. This is the time for the employee and/or the Union to

provide the Employer any additional information it wants the Employer to consider before a decision is made regarding preventability and potential discipline. However, in the event additional information is requested by the Employer regarding the accident, employees are required to fully comply with the Employer's request for additional information and may provide additional information the employee deems relevant and/or important with his/her response to the Employer's request for additional information.

Section 4: The Employer shall investigate all accidents within thirty (30) calendar days and shall notify the employee on or before the end of the thirty (30) calendar day period whether or not the accidents are preventable.

If an accident is found to be preventable, discipline shall be as follows:

- (a) The first preventable accident may result in up to a three (3) day suspension without pay.
- (b) The second (2nd) preventable accident within a rolling period of twenty-four (24) months may result in a suspension of up to five (5) days without pay. The driver will be required to attend and/or participate in a retraining program as determined by the Employer's safety manager. Such training may include a defensive driving course ("DDC"), classroom training, and/or road course.
- (c) The third (3rd) preventable accident within a rolling period of twenty-four (24) months will result in the discharge of the driver.
- (d) Notwithstanding the above-an accident that is deemed willful, reckless or results in serious injury or body damage-the discipline steps may be skipped and more severe discipline up to and including termination may be administered.

Section 5: On occasion the Employer may classify an accident as a major preventable accident. A major preventable accident is an accident that the Employer reasonably believes may result in death, bodily injury, property or physical damage exceeding \$5,000. If the Employer classifies an accident as a major preventable accident, the Employer can skip progressive discipline and discharge the driver even for a first offense. The Union or the driver can challenge this determination through the grievance and arbitration procedure.

ARTICLE 11 – EQUIPMENT AND LAWS & POLICIES

No employee shall be required by the employer to drive any equipment which does not meet California State Vehicle code Requirement.

No employee shall be required by the employer to drive on any route or in any manner, which causes the employee to violate the California State Vehicle Code or the State of California Public Utilities commission General Order No. 98 – A.

Should any employee receive a citation for driving illegal equipment belonging to the employer, the employer shall reimburse the employee for any fines paid and / or any time lost from work.

Any vehicle assigned to an employee must be in a good mechanical condition and must meet all safety requirements. The brakes must be good, and all horns, lights, and safety equipment must be on working condition. In addition, all windshield wipers, heaters, and defrosters must work when needed. All vehicles must be equipped with both left and right outside mirrors in good condition.

No employee may be penalized in any way for refusing to drive any vehicle, which does not meet the requirements of Article 11.

ARTICLE 12 – PENALTIES AND DISCHARGE

Any employee accused of misconduct shall be given a written notice of the alleged misconduct within Five (5) days of when the Employer learns of the incident. (Saturdays, Sunday, vacations, sick leave, driver's days off, holiday, and days not worked are excluded in computing the delivery time required).

If any oral or written complaint is made by the public a written report of the complaint shall be given to the driver within five (5) days after the Employer receives such a complaint, provided, however, that no complaint shall be valid unless filed by the Employer within fifteen (15) days after the alleged violation occurred. (Saturdays, Sunday, vacations, sick leave, driver's days off, holiday, and days not worked are to be excluded in computing the delivery time required.)

The Employer shall require the employee to sign triplicate copies of the alleged violation or complaint, and shall provide the employee with one (1) copy, and one (1) copy shall be sent to local 853.

Since the signing of the copies of the alleged violation or complaint are not an admission of guilt but only admission of the receipt of the complaint, any employee refusing the notice will receive an automatic one (1) days suspension without pay.

If the Employer does not give the employee and the union a written notice of the alleged violation or complaint, the Employer shall not place a copy of the alleged violation or complaint in future grievance hearings or any in dismissal or penalty hearing.

If any alleged violation or complaint is found during subsequent grievance or arbitration procedures to be not justified, the notice of the alleged violation or complaint shall be removed from the employee's record.

Any employee requested to discuss any alleged violation or complaint with the Employer shall, at the option of the employee, be accompanied by a shop steward or other union official.

Except as provided in accordance with this Agreement, no employee shall be discharged or otherwise removed from the job unless he or she has received one (1) previous written warning

notice for a similar or related offense within the past six (6) months. Such notices shall be effective for a period of six (6) months from the date of issuance.

No employee shall be penalized or discharged for any conduct occurring off the clock, except for grave unlawful offenses, which directly affect the employee's employment.

Under direction from any client or customer of the Employer, an employee may be removed from service of that client or customer if it is deemed the employee is not performing to the client or customer's satisfaction. The employee, however, may bid to work for another client or customer, unless the employee engaged in misconduct or actions warranting discharge from the Employer. If no positions are available with another client or customer, the employee will be deemed laid off.

An employee may be immediately disciplined or terminated from the job (being paid only for the hours actually worked) for any of the following:

- (a) Reporting for work under the influence or in possession of alcohol or drugs or using alcohol or drugs on the job or being under the influence of alcohol or drugs while on the job.
- (b) Disobeying a direct order of a supervisor or management personnel.
- (c) Abandonment of an Employer vehicle or passengers without good cause.
- (d) Theft, embezzlement or deliberate destruction, defacing or damaging of Employer or client property or property of another employee or passenger.
- (e) Threatening, harassing, discriminating behavior against a protected status, retaliating, intimidating, coercing or abusing fellow employees, passengers, customers, employees of a client or members of the public.
- (f) Refusal to comply with reasonable safety rules required by Employer.
- (g) Failure to report an accident immediately to the dispatcher or supervisor. Failure to report a known injury within twenty-four (24) hours to the dispatcher or supervisor.
- (h) Abuse or unauthorized use of Employer equipment.
- (i) Falsification of time records or trip reports, or making time entries for another employee.
- (j) Failure of the employee to obtain or maintain a current valid driver's license with applicable endorsements and / or medical certificate, if required.
- (k) Absence without leave or late three times in one hundred eighty (180) days.
- (l) Refusal to drive a vehicle in good mechanical condition.
- (m) Fighting on Employer's time, vehicles, or premises or the premises of Employer's client.
- (n) Conviction of a misdemeanor that would affect a driver's ability to perform his/her job, or a felony.
- (o) Violation of a felony law or a misdemeanor (not traffic related) while on duty.
- (p) Possession of firearms, weapons or explosives and similar devices while on Employer premises or vehicles.
- (q) Inappropriate physical contact not incidental to one's job duties or indecent exposure to a passenger or fellow employee.

- (r) Knowingly making any false statements or falsifying any document including, but not limited to, employment applications, time records, accident reports, passenger manifests, lost and found report
- (s) Having a personal electronic device powered on while seated behind the wheel of an Employer vehicle regardless if the vehicle is powered on or off. No blue tooth or similar devices may be used while seated behind the wheel of an Employer vehicle regardless if the vehicle is in motion or not.

If the Employer is required to remove any employee at the client or customer's request, the Employer agrees to discuss the matter with the client or customer to attempt to adjust the problem. The Union may receive, upon request, a copy of the directive requiring the removal of the employee. Should the Employer decide to discipline the persons covered by this Agreement, such disciplinary action would be subject to the grievance procedure. However, the requirement to remove the employee as requested in writing by the customer or its designee shall not be subject to the grievance procedure.

ARTICLE 13 – GRIEVANCE AND ARBITRATION

A grievance is defined to be any controversy between the Employer and the Union or a driver arising out of or by virtue of this Agreement.

Any complaints that the Employer has violated the terms of the agreement shall be reported to the Employer via a written grievance within fifteen (15) calendar days after the employee or the union becomes aware of the alleged violation.

Any dispute between the Employer and the union regarding the interpretation or application of this agreement, and disputes concerning proposed penalties or discharges, shall be taken up between the Employer and the union business representative. The employee and/or the Union shall file a written grievance with the employee's immediate supervisor, which must be received by the Employer within fifteen (15) calendar days of (i) the incident complained of or (ii) first notice of the incident complained of by the employee or the Union. At a minimum, the grievance must identify the grievant, the issue(s) in detail.

If any such dispute cannot be promptly adjusted between the Employer and the union representative within seven (7) calendar days, the Union shall refer the grievance to a joint committee, in writing, consisting of two (2) representatives of the Employer and two (2) representatives of the union within five (5) working days.

If such a joint committee deadlocks then the following procedure will apply:

There shall be an expedited arbitration procedure consisting of four (4) available arbitrators. The Employer will name two (2) arbitrators and the Union will name two (2) arbitrators and the arbitrators will be selected based on which has the first available date. No more than one case may be heard before any one arbitrator at any given time, unless mutually agreed by the parties.

The arbitrator's decision shall be final and binding on both, and the arbitrator shall have no authority to detract from, modify, add to, delete, alter, amend, change or subtract from this Agreement.

The dispute shall be submitted to the arbitrator as soon as possible within the forty - five (45) days period.

The cost and expense of the arbitrator shall be borne jointly by the Employer and the Union. In addition, the parties agree to split the cost for a transcript at each hearing and the cost for a mutual location to conduct the hearing. The parties, however, are solely responsible for the cost of its representatives and witnesses

ARTICLE 14 – NO STRIKES OR WORK STOPPAGES

No Strike:

During the period of this agreement, the union agrees that its members will not engage in nor will the union authorize or condone a strike, sympathy strike or stoppage of work except as provided herein, and the Employer agrees not to engage in any lockouts.

Right to Undertake Economic Action:

Notwithstanding the above, the union shall have the right to take any legal and / or economic action, including striking and picketing, against the employer in the event of any of the following: (a) failure of the employer to pay the required sums, including premiums and administration costs as provided for in the trust agreement (excluding errors) into any trust fund as provided for in this agreement within thirty (30) days of the due date; or (2) failure of the employer to meet the payroll of the employees covered by this agreement unless this failure is due to acts of God or other matters herein shall be deemed to preclude the union at its option from utilizing the grievance procedure for any of the above claims in lieu of taking legal and / or economic action.

In the event of a breach of this Section, the Union shall immediately instruct the involved employees that their conduct is in violation of the contract, that they may be disciplined, up to and including discharge, and instruct all such persons to stop the offending conduct and take all reasonable means to end the breach.

ARTICLE 15 – UNION ACTIVITIES

No employee shall be discharged for union activities.

The union agrees that in no event shall shop stewards give orders concerning work changes, the names in which work is not to be done, nor will they interfere with the management or operation of the business.

Upon request of the Union, a Shop Steward or employee will be allowed unpaid time off to assist with Union related activities. The Union shall give at least five (5) days' notice of the need for the employee to be of service to the Union.

ARTICLE 16 – NO REDUCTIONS

No full-time employee shall suffer a reduction in wage by reason of the signing of the Agreement.

ARTICLE 17 – SHOP STEWARDS

Shop Stewards shall be a working employee of the Employer and the Employer agrees to recognize shop stewards appointed by the union the union shall notify the Employer of the names of the shop stewards.

The union agrees that in no event shall shop stewards give orders concerning work changes, the names in which work is not to be done, nor will they interfere with the management or operation of the business. Stewards, including the Chief Shop Steward, are not permitted to discuss grievances or any other Union or Company matter with anyone other than representatives of the Company or representatives of the Union.

Upon proper request and during normal business hours the shop stewards may examine daily work sheets pertaining to the drivers, and may examine drivers' waybills and timecards.

The Employer agrees that the chief shop steward will be contacted and arrangements will be made to have him present during any disciplinary action, either verbal or written, taken by the Employer on any employees if said disciplinary action may result in lost time for the employee being disciplined.

Shop Stewards shall only investigate or process grievances during their split or off hours, however, discussions with management pertaining to resolution of grievances or issues affecting the bargaining unit, will be held during working hours.

ARTICLE 18 – INSPECTION BY UNION OFFICIALS

The Employer agrees to admit to its facility, during its regular working hours the authorized Business Agent of the Union for the purpose of observing the application of this Agreement and adjusting grievances. Upon arrival and departure, the authorized business agent must sign-in and-out with the Employer. These activities may not cause any interruption of the Employer's working schedule nor may it interfere with the work of employees.

Upon proper request during normal business hours, a business agent or the secretary-treasurer of the union shall be allowed to inspect waybills, timecards, or payroll records of any driver. An Employer representative may be present during the examination of these records.

ARTICLE 19 – HEALTH & WELFARE

During the life of this agreement the Employer shall provide to the employees a health and welfare plan through Teamsters Managed Trust Fund, Plan M30 Option II/III (TMT) for medical benefits and TMT plan for prescriptions, vision, and dental. Beginning with February 2016 based on January hours, or as soon as practical, the Employer shall bear the cost of the plan for the employee and eligible dependents. (Life L5/Medical M30IIS/Dental D8S) Kaiser \$666.00 (employee only), \$1,292 employee with 1 dependent), \$1,387.00 (employee with 2 or more dependents); United Healthcare \$772.00 (employee only), \$1,577 employee with 1 dependent), \$1,792.00 (employee with 2 or more dependents), and payment of \$325 per month if the employee waives health insurance coverage. Beginning with the second anniversary of this Agreement, employees shall pay one-half (50%) of any increase in the cost of the health and welfare plan incurred for that year. The Union shall have the option to change plans if it can find a plan that is more cost effective and no more expensive to the employer than the current plan.

All employees who have completed One Hundred (100) hours, or in the case of six (6) hour per day employees Ninety (90) hours, in the previous month shall be eligible for coverage under such plan on the first of the month following completion of such one hundred (100) or ninety (90) hours of work.

Premiums must be paid by the tenth (10th) of the current month. Any employer who fails to pay the required premiums by the tenth (10th) day of the current month shall be held responsible to the employees herein covered for the benefits, which would have been provided by such insurance coverage. It shall not be a violation of this contract for the union to take necessary economic action upon failure of the employer to pay as above provided.

For each eligible employee, the Employer agrees to pay the premium and administrative cost of the health and welfare to include major medical, (Kaiser) drug, dental plan D2, and vision.

Contractual vacations, sick leave, authorized leave of absence and holidays, and all hours worked shall be counted as time worked for the purpose of this Section. Drivers who are on authorized leave of absence of a period of more than twenty (20) days must agree to advance the required monthly premiums to protect their health and welfare coverage as provided in this Agreement.

Health and welfare premiums to be paid while employees are off on workers' compensation up to six (6) months with a maximum of one time in the life of the agreement. The TMT plan shall pay the first three (3) months. The employer shall pay the second three (3) months.

ARTICLE 20 – PENSION-401 (K) PLAN

SIP 401(k) Plan

The Employer shall contribute One dollar (\$1.00) per hour for all hours worked or paid for (up to a maximum of 2080 per calendar year) to the Supplemental Income Plan 401(k) (SIP 401(k) Plan) the effective day of this Agreement, on behalf of each employee. Employees shall be allowed to divert pre-tax wages into the SIP 401(k) Plan. This jointly trusteeed plan allows for

pre-tax diversion of wages, loans, and contributions. The Employer shall pay the administration cost for any employee who wishes to participate.

ARTICLE 21 – WAGES

Bus Driver Classification:	10/1/16*	10/1/17*	10/1/18*
• Double Decker	\$25.75	\$26.50	\$27.25
• Single Decker/Air brake	\$24.75	\$25.50	\$26.25
• Mini Bus	\$21.75	\$22.50	\$23.25
• Van (15 Pax or smaller)	\$17.75	\$18.50	\$19.25
• Casuals shall be paid fifty (\$0.50) per hour less for whichever classification is worked, in addition to split premium if applicable.			

Rates With Shift Differential

Bus Driver Classification:	10/1/16*	10/1/17*	10/1/18*
• Double Decker	\$28.33	\$29.15	\$29.98
• Single Decker/Air break	\$27.23	\$28.05	\$28.88
• Mini Bus	\$23.93	\$24.75	\$25.58
• Van (15 Pax or smaller)	\$19.53	\$20.35	\$21.18

*Increases shall be paid at the nearest payroll date

Split Shift Differential: For any employee working a split shift (working am and pm); the rate of pay shall include an additional 10% differential for all hours worked, at the applicable rate of pay. Employees who do not finish the second portion of their split shift shall not receive the premium for any part of said shift.

Break in Rates: Newly hired drivers shall make 80% of the top rate in their classification for the first 180 days of their employment and 90% of the One (1) year rate until One (1) year of employment is reached. Thereafter they shall be at the full contract rate of hour pay.

Temporary Assignment: When drivers are required to drive a bus outside of their classification they shall make the highest rate between what their classification rate is and the rate for the bus they are driving. For example, a Double Decker driver shall maintain his/her rate regardless of what vehicle he/she drives on a temporary assignment, a Mini Bus driver who is required to drive a larger bus shall receive the rate of pay for that classification.

A Casual is not a regular employee covered by this Agreement, but someone who works on call such as a regular driver from a non-union or non-tech commuter customer account or a charter/retail or special event driver.

ARTICLE 21 – DRIVERS’ DUTIES AND RESPONSIBILITY

No driver shall be required to wash or polish any bus but shall be required to perform full pre and post checks including checking for damage, water, oil, and fuel. Drivers are required to keep the driver's seat area clean and remove all personal debris and inspect the entire vehicle and alert the cleaning crew about any trash, debris, dirt, vomit, urine, excrement or other cleaning that needs to be done. Drivers must check to see that safety equipment, Wi-Fi and HVAC are fully functional and immediately report any malfunctions to dispatch.

It is the responsibility of each driver to have a valid California driver license with applicable endorsements and medical certificate in his / her possession at all times while operating an Employer bus. It is also the drivers' responsibility to renew the above mentioned documents in a timely manner. In the event that the driver, for any reason, allows his / her driver license or medical certificate to expire, that driver will be removed from service, without pay, until he / she can produce the proper valid document(s) to either the supervisor on duty or the general manager. Any driver, who is found not to possess the proper documents while in service, shall be pulled out of the service for the day.

If a regular or extra board driver, who has accepted a shift, arrives more than ten (10) minutes late, his or her shift becomes extra board work.

The supervisor is to contact the next available extra board driver to fill the shift. Once an extra board driver has been contacted and accepted the shift and if the regular driver arrives for work, the regular driver will be sent home without working or pay.

Drivers are required to display their nameplates in the designated area of the bus at all times while operating the bus. The Employer will buy the first name plate, but any subsequent replacements will be at the driver's expense by the way of payroll deduction.

Drivers will perform efficient service in their work; they will be attentive to their duties; they will observe and conform to the rules, regulations and reasonable expectations and standards of the Employer and its clients/customers; they will comply with the instructions and directions of the officials, officers and supervisors over them; they will fully cooperate in all investigations; and they will operate and handle the Company's equipment carefully, safely and with the upmost regard to safety of fellow workers, passengers, the general public and equipment entrusted to their care. Drivers also will give the riding public courteous and respectful treatment at all times; and they shall at all times use their influence and best endeavors to preserve and protect the interest of the Company and cooperate in the promotion and advancement of the Company's interest. The Union and the drivers are responsible for assisting in promoting safe practices and compliance with the Company's work rules, standards and reasonable expectations.

Each driver is required to cooperate with the Company fully, honestly and in a timely fashion with regard to the Company's inquires in association with an accident, claims for injuries, claims for benefits, claims for time off, and/or any leave, of absence. Such failure to cooperate on the part of the driver in this regard may result in discipline, up to and including, discharge.

All drivers covered by this Agreement shall conform to all federal and State of California laws and regulations, as well as local laws and regulations in San Francisco and San Jose California, including those of the SFMTA if applicable, regarding transportation and safety. All drivers must strictly follow any weight restrictions and non-arterial restrictions. Drivers will be individually responsible for any fines incurred by the employer as a result of a driver's failure to abide by such weight or non-arterial restrictions. The Employer reserves the right to develop and implement procedures and rules that insure compliance with any law or regulation.

ARTICLE 22– DRUG TESTING

Section 1:

The Company and the Union are committed to having a drug-free workplace. In acknowledgment of the nature of the Company's operations, the parties have adopted, and must occasionally revise, formal provisions for drug and alcohol screening to ensure safety. The Company policy is zero tolerance, and a refusal or positive test will result in termination; however, a driver who tests positive will be provided an opportunity to explain the test results. The Company's Drug and Alcohol Policy is incorporated into this Agreement by reference.

Section 2:

The parties agree to be bound by the Federal Transit Administration regulations, the U.S. Department of Transportation regulations, Omnibus Transportation Employee Testing Act, and the Federal Motor Carrier Safety Regulations for drug and alcohol testing. In the event there is a conflict between the regulations and/or state law, drivers will be held to the highest / strictest regulations to ensure safety regardless, if the Company's policy had not been updated to incorporate the specific regulation.

The higher / stricter regulation will trump the Company's policy if there is a conflict. However, at a minimum, the Company may require drivers to submit to testing for alcohol or controlled substances to the extent and in the manner required by applicable law or by a project owner, customer or client. A refusal to timely participate in the test is the same as a positive test.

Section 3:

All drug and alcohol testing will be administered by an independent third party tester. There will be no interference or involvement from the Company or the Union once the testing procedures have started.

Section 4:

To help achieve a drug and alcohol free workplace and encourage any employee with related problems to self-refer to a Substance Assistance Program (SAP). If referred to a recovery

program and released to work the employee will be subject to return to duty testing and follow up testing for a minimum of sixty months. Self-referral must occur prior to any notice of required random or reasonable suspicion testing. The Company shall recognize the Teamsters Assistance Program as a qualified SAP for the purposes of these provisions.

Section 5:

Drivers are prohibited from using an intoxicating substance during work or coming to work under the influence of an intoxicating substance.

Section 6:

The Union and the drivers agree that the Company's drug and alcohol policy is justified because it is intended to protect the safety, health and well-being of drivers, passengers, property and the public in general, which outweighs a driver's right to privacy. The Company also has the right to perform pre-employment, random, reasonable suspicion and post-accident tests because the driver's position is a safety-sensitive position

ARTICLE 23 – PHYSICAL EXAM

Section 1:

The Company may, at its expense, including for reasonable cause and safety concerns, require a physical examination by a doctor of its choice to determine the physical fitness of a driver for continued employment. A driver so examined, may, if he takes exception to the results of the examination, be examined at his own expense by a doctor of his choice to verify or refute the findings of the doctor designated by the Company. If the findings of the two doctors are not in agreement, a third doctor, selected jointly by the two examining doctors shall examine the driver to make a final determination.

The majority opinion of the three doctors will be accepted as final, by both the driver and the Company. The cost of the third doctor shall be borne by the Company.

Section 2:

Department of Transportation physicals must be conducted at a place sponsored or approved by the Company.

Section 3:

When a driver cannot obtain a Department of Transportation card for any reason, such employment status will be handled on a case-by-case basis between the Company and the Union with the final decision being rendered by the Company.

ARTICLE 24 – SAFETY

Section 1:

The Union and the drivers acknowledge safety is a top priority and all safety violations, regardless of severity, jeopardize the safety of driver's passengers, the public at large and equipment that has been entrusted to them by the Company. Safety is paramount to the Company's operation and success.

Section 2:

The Union recognizes that accident prevention work is necessarily incident to the operation of the Company's transportation system and that safety programs, safety meetings and general accident prevention work is mutually beneficial both to the Company and to its employees. The Union, therefore, agrees that it will encourage the drivers to cooperate with the Company in such safety work and will urge them to attend all safety meeting held and conducted by the Company and to take an active-interest in accident prevention work.

Section 3:

The parties will make every effort to comply with all safety rules promulgated by the city, state, and federal government, which apply.

ARTICLE 25 – LOST ARTICLES

Drivers must comply with the underlying customer's protocol for lost articles or in the event no protocol is specified by a customer, turn the belongings into Employer's dispatch office no later than the end of the driver's shift, and notify dispatchers of the item before it is left. A safe location will be provided.

ARTICLE 26– COMPENSATORY INJURIES

In case compensatory injuries under the worker's compensation act, where the employee is able to continue on the job but is required to visit a doctor for treatment upon his order, such employee shall be allowed a maximum of three (3) hours each doctor's visit without a deduction in pay.

The employer shall pay in time lost for the first three (3) days of an industrial accident or injury in the event compensation is not paid under the workmen's compensation laws. This time loss compensation is not deductible from sick leave time, nor will it be paid if the industrial claim is denied. The employer will not prorate vacations based on workers compensation time off up to six (6) months.

ARTICLE 27 - MANAGEMENT RIGHTS

Section 1: The Union recognizes the exclusive right and responsibility of the Employer to manage its facilities and to direct its workforces.

Section 2: The Employer shall have the right to exercise full control and discipline in the interest of safe and efficient service and the conduct of its business; subject, however, to the terms of the Agreement and to the employees' privilege of presenting grievance(s) as herein defined and provided for.

Except as otherwise abridged or modified by this Agreement, the Employer retains rights to fully control any matters concerning the management and conduct of its business, including but not limited to:

1. Manage its business in the light of experience, good business judgment and changing conditions;
2. Manage and fulfill the mission of the Employer and to direct the Employer's employees;
3. Decide what contracts and services to bid on, how to operate any contracts and services, and whether to cancel or cease performing the contract or services;
4. Staff, hire, layoff in order of seniority, assign and direct employees, suspend, discharge or discipline employees for just cause;
5. Select and determine the number of employees, increasing or decreasing the workforce, including the number assigned to any particular work;
6. Establish, increase or decrease the number of work shifts and their starting and/or ending times;
7. Promulgate, post, and enforce reasonable rules and regulations, policies and procedures, governing the conduct and action of employees during the work hours;
8. Install or assign or remove equipment;
9. Determine the methods, including new and improved methods, procedures, materials, technology, and operations to be utilized or to discontinue their performance by employees;
10. Select and determine the need and number of supervisory employees;
11. Train employees, establish, determine content of, and implement such training programs;
12. Determine job content and qualifications of classifications;
13. Regulate, monitor and enforce the use of all equipment and other property of the Employer, including, but not limited to, surveillance, GPS, SmartDrive, and any similar or related technology;
14. Introduce new or improved technology, research, service, maintenance methods, materials, vehicles and equipment;
15. Determine the layout, equipment, assignment, vehicles, structures and other materials to be used in the business;
16. Determine the price at which the Employer provides its services, to determine the methods of financing its operations and services and to determine the number, location and operations of departments, divisions, and all other units of the Employer;

17. Discontinue all or part of the Employer by sale, closure, transfer, relocation or otherwise;
18. Cease doing business, partially or completely terminating operations.
19. Shall be allowed to pay over the minimums of this agreement.

The Employer's exercise or non-exercise of any right, prerogative, or function hereby reserved to it, or the Employer's exercise or non-exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement in the future.

Section 3: The Union recognizes that from time to time routes may be reduced, modified and/or cancelled by the Employer's customer / clients and the Employer has no control over these events

Section 4: The Union and the drivers consent to the Employer using technology which records via video and audio the drivers' comments, actions and behaviors while operating a vehicle for the Employer. The Union and the drivers also consent to the Employer using GPS or electronic tracking devices to monitor the location of vehicles operated by the drivers.

Section 5: No work, operation of any vehicle, equipment or use of any vehicle or equipment will become the exclusive right or jurisdiction of any employee represented by the Union.

Section 6: This Agreement supersedes any previous agreements between the Employer, its employees and the Union. The parties will not be bound by any past understandings, or practices. The parties agree that the relations between them will be governed by the terms of this Agreement, including any written amendments executed by the parties subsequent to the date of this Agreement.

ARTICLE 28 – EXPIRATION AND REVISION

This agreement shall be effective October 1, 2016, and continue in effect until September 30, 2019, and from year to year thereafter for like terms, subject however, to revision by notice in writing by either party to the other sixty (60) days prior to anniversary date. During such sixty, (60) day period, conferences shall be held looking toward a revision of this agreement. If negotiations extend beyond the anniversary date or expiration of this agreement, no change shall be made in any terms or conditions of employment unless expressly agreed to the parties. All revision and wages shall be effective as of the anniversary date of this agreement.

Dated and entered into this 27 day of September 2016

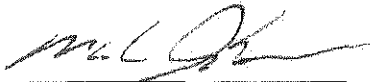
For the Union:
Teamsters Local 665

For the Employer:
Bauer's Intelligent Transportation, Inc.

28X

MARK GLEASON

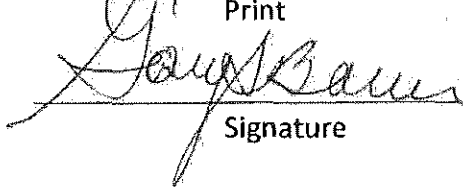
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Signature

Gary S. Baven

Print



Signature

Attachment 6: Janitorial Services

(Admin Code 21C.2)

the Collective Bargaining Agreement between the San Francisco Maintenance Contractors Association and Service Employees International Union, Building Service Employees Union, Local 1877 Division 87, in effect from August 1, 2016 through July 31, 2020

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN FRANCISCO MAINTENANCE CONTRACTORS ASSOCIATION

("Employer")

AND

**SEIU LOCAL #87,
SERVICE EMPLOYEES INTERNATIONAL UNION**

("Union")

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This agreement is made and entered into this 1st day of **August, 2016** by and between the San Francisco Maintenance Contractors Association, designated as the "Employer", and SEIU Local 87, Service Employees International Union, hereinafter designated as the "Union". It is understood that "Employer" as used below includes individual employers where appropriate.

SECTION I RECOGNITION

- 1.1 The employer recognizes the Union as the sole collective bargaining agent for all employees under the provisions of this Agreement.

SECTION 2 NO DISCRIMINATION

- 2.1 No employee of job applicant shall be discriminated against by the Employer or by the union because of race, color, creed, age, sex, sexual orientation, national origin, union membership, lawful union activities or for any other reason inconsistent with applicable state or federal law including the laws regarding sexual harassment. There shall be no difference in wages paid janitors because of their sex.
- 2.2 Employee means all persons covered by this Agreement whether male or female and the use of masculine terms or pronouns shall include the feminine.

SECTION 3 UNION MEMBERSHIP, HIRING, CHECK-OFF

- 3.1 The Employer shall, at the time of hire, inform each new employee who comes under the scope of the Agreement, of the existence and terms of the Agreement. Membership in good standing in the Union not later than the thirty first (31st) day following the beginning of employment shall be a condition of employment covered by this Agreement. As a condition of continued employment all Employees employed by an Employer subject to this Agreement shall become and remain members of the Union not later than thirty-one (31) days following the beginning of their employment, or the execution date of this Agreement, whichever is the later. Upon notice from the Union that any employee is not in good standing, the Employer shall discharge said employee within ten (10) days after receiving such notice, unless the employee puts himself/herself in good standing with the Union before the expiration of the ten (10) day period herein mentioned, and before such discharge.

The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action from this Section 3.1.

3.2 Upon receipt of employee's written authorization, the employer will deduct from employee wages the union's membership initiation fee as follows: (a) one-half of the initiation fee will be deducted from the employee's first paycheck received after completing 30 days of employment; and (b) one-half of the initiation fee will be deducted from the employee's next paycheck. The employer must inform the new employee of their obligation to attend the union orientation. If the employee does not attend within their first sixty (60) days of employment they will be returned to the hiring hall.

3.3 (a) There shall be a sixty (60) shift probationary period for a new employee. This probationary period shall be applicable to each Employer for which the employee works until the new employee works more than sixty (60) shifts for one Employer. Thereafter, the new employee's probationary period shall be twenty (20) shifts for every other employer for whom the new employee works. An employer may consider a new employee to be subject to the sixty (60) shift probationary period unless the employee presents written confirmation from an Employer that he worked sixty (60) shifts. An Employer shall also provide a copy of such written confirmation to the Union.

(b) Shifts worked for an Employer prior to the signing of this Agreement shall count toward the fulfillment of the probationary periods set forth above in (a).

(c) During the probationary period, the Employer may discharge the employee without cause and without recourse to the grievance procedure.

(d) The union shall be entitled to grieve terminations of probationary employees under a just cause standard if the union can establish that the employer is engaged in a pattern or practice of terminating probationary employees in order to prevent such employees from completing their probationary period, contractor shall have to demonstrate good cause before terminating probationary workers. As used herein, the term "pattern or practice" may only be established by the union proving that the employer, in the preceding twelve month period, has terminated probationary employees in a number which equals or exceeds 10 percent of the employer's workforce covered by this Agreement. In any proceeding arising from this section, the threshold issue to be decided is whether above-described pattern or practice exists, and only upon deciding that issue in favor of the union shall the employer be required to establish just cause.

3.4 When a new employee is hired, the Employer shall give such employee a written statement setting forth the union membership obligation stated in Section 3.1 and 3.2 above. The Union shall supply the Employer with forms for this purpose.

- 3.5 A copy of Exhibit C and a copy of this Section 3 shall be posted in the office of both Union and the employer where notice of employee and job applicants are customarily posted.
- 3.6 Should any dispute arise concerning the rights of the Employer, the Union, or the employees under this Section, the dispute shall be submitted to a neutral arbitrator in accordance with the arbitration procedure provided in this Agreement. Such decision shall be final and binding on the said Employer, Union, and employees..
- 3.7 Committee on Political Education (COPE) and or American Dream Fund. The Employer shall honor voluntary payroll deduction for COPE and or American Dream Fund for employees who have on record with the Employer current, written and signed authorization Cards for such payroll deductions. Such payroll deductions shall be made the first pay day period in April and the first pay period in September each year and remitted to the Union. The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action resulting from this section 3, or from the Employer's reliance upon the authenticity or effectiveness of such authorization cards.
- 3.8 The Employer agrees to deduct from the pay of each employee the membership dues required to maintain good standing as defined by the Constitution and Bylaws of the Union. The Union shall advise the Employer of any adjustments made in membership dues in accordance with the Constitution and Bylaws of the Union.
- 3.9 Membership dues shall be deducted in the following manner: Monthly dues shall be deducted one (1) month in advance; that is, February dues shall be deducted from the January paycheck and so on in a like manner. Deduction for monthly dues shall be made from the first paycheck of each calendar month commencing with the second month employment.
- 3.10 Deduction for initiation fees, in the cases of new employees not members of the Union, shall be deducted from the first paycheck received by such employees during the second month of their employment.
- 3.11 All sums deducted for monthly dues and initiation fees shall be remitted to the Secretary- Treasurer of the Union not later than the twenty-fifth (25th) day of the calendar month in which such deductions are made, together with a list showing the names and addresses of employees and the amount of deduction made.
- 3.12 It is understood and agreed between the parties that deduction of Union membership dues shall be made only on the basis of written authorizations from the individual affected.

- 3.13 Once written employee authorization is received, the union and employees shall forever hold and save the employer harmless from any action or cause of action resulting from Section 3 herein, or from employer's reliance upon the authenticity or effectiveness of such authorization cards.

SECTION 4 VISITS BY UNION REPRESENTATIVES

- 4.1 The Union Representative shall be allowed to visit the Employer's building for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. The Union Representative shall report to the Contractor's representative before proceeding through the building. If prior approval is needed for visitation, the Employer will set up the procedure for visitation. In the event the Union Representative wishes to go through the building, the employer may send a representative to accompany him or her. Said Union Representative shall not interfere with normal course of work in the building. The union will notify the employer via email with a minimum of four (4) hours notice in advance of such visits. It shall be the Employer's responsibility to provide the Union with a list of accounts which require prior approval. The Employer shall notify the Union of any special requirements of entry to a building and will make its best efforts to arrange for such entry for the Union official.
- 4.2 The Union shall be required to inform the Employer whenever a business representative begins or ends employment with the Union. The Union shall make this notification to the Employer's President or to his designee.

SECTION 5 WORKING CONDITIONS

- 5.1 If any employee is required or instructed by the Employer to wear a uniform or any specifically designated article of clothing or footwear (other than standard street shoes), the Employer shall furnish and maintain such apparel. All permanent employees will be provided five (5) shirts once a year. Temp employees will be provided 2 shirts upon being hired.
- 5.2 Employees on their part agree to take good care of such apparel and not to wear same except in the course of their duties during working hours, rest periods, and at lunchtime. The Union insignia may be worn by employees.
- 5.3 Adequate locker space, containing a table and chairs or bench, shall be provided for the employees and shall be adequately heated and ventilated by any method authorized by the State of California. If necessary, the Union and employer shall determine where the employees may have their meal in the building. Employees shall be allowed to keep personal belongings in janitor closets located on the floors. These items will be taken home everyday.

Employees will be allowed to drink water on their floor from any appropriate personal container. Employees will be allowed to get water from the faucet or water cooler. In the event that it becomes an issue that the janitor does not have

access to drinking water at a particular site the parties agree to meet and discuss this issue. The parties agree that, subject to existing rules on theft or other misconduct, no employee will be subject to discipline relating to personal drinking water.

The Employer will provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private. The parties will work collaboratively on any client property issues that might arise.

- 5.4 No employee under this Agreement shall be required to clean cuspidors. This exemption, however, shall not apply to receptacles regularly used by patients in doctors' or dentists' offices nor sand boxes wherever located.
- 5.5 The employer agrees not to utilize or require any employee to take any lie detector test under any circumstances or for any reason whatsoever.
- 5.6 Bulletin Board. The Employer shall provide a bulletin board at a place designated by the Employer for the purpose of posting notices of official business of the Union. The Employer will provide a receptacle at or near such bulletin board in which the Union may place such notices of official business. The Union agrees that it will not distribute handbills, posters, or other literature on the Employer's property.
- 5.7 The Employer shall be required to furnish to an employee information concerning the amount of that employee's accrued vacation and sick leave under the following conditions:
- (a) The employee must request from the Employer information concerning his accrued vacation and/or sick leave; and
 - (b) The employee may make a request for this vacation information no more than four times per calendar year. The employee may make a request for this sick leave information no more than four times per calendar year and the request must be made at the time an employee takes sick leave.
 - (c) All Employers must reflect on the payroll checks the employees accrued vacation & sick leave hours at the end of the first year of this contract, August 1, 2017. Employers at their discretion may implement before August 1, 2017.

SECTION 6 SENIORITY

- 6.1 Seniority is the right that has accrued to employees through length of service under the terms of the collective bargaining agreement which entitles them to appropriate preference in layoffs, rehiring and vacation.

Seniority shall be terminated by discharge for cause, resignation, retirement or failure to return from an authorized leave of absence or failure to return from vacation unless good cause for such failure is shown. In addition, seniority with an employer for a temporary employee excluding temporary employees who are paid the top wage rate shall be terminated if that temporary employee fails to work at "least three (3) shifts for that Employer during any twelve (12) month period. Seniority with an Employer for an employee (excluding permanent employees regularly assigned to a building making the top wage rate) shall be terminated if that employee turns down a permanent assignment on the third time for which the employee is qualified and which assignment has been offered to the employee. Documentation of the refusal will be verified by the employer to the Union via email. Union will have five business days to verify the rejection of the offer by the employee, and if the union has not responded within that time period, the employee's rejection of the offer shall be deemed final. When a contractor takes over a particular building seniority for permanent employees will transfers to the new Employer.

- 6.2 In a case of layoff, the Employer shall give a minimum of five (5) days' notice to the affected employee(s) or pay the employee an amount equivalent to the employee's wages for five (5) business days, based on the employee's normal wage, in lieu of such notice.
- 6.3 Employees on layoff shall receive preference over all new hires in the event the Employer hires employees.
- 6.4 When a permanent position becomes available, the Employer shall follow the provisions set forth in Exhibit C.

SECTION 7 HOURS AND OVERTIME

- 7.1 Seven and one-half (7 ½) hours within not more than eight and one-half (8 ½) hours shall constitute a day's work. A week's work shall consist of thirty-seven and one-half (37 ½) hours divided into five (5) consecutive seven and one-half (7 ½) hour working days, followed by two (2) consecutive days off. All employees who work in excess of seven and one-half (7 ½) hours per day within eight and one-half (8 ½) hours or thirty-seven and one half (37 ½) hours worked per scheduled work week, or five (5) consecutive days shall be paid at the rate of time and one-half (1 ½) for such excess.

- 7.2 Employees shall be entitled to a ten (10) minute rest period approximately in the middle of the first half-shift and a ten (10) minute rest period approximately in the middle of the second half-shift.
- 7.3 The Employer shall endeavor to distribute all scheduled overtime equally in each building insofar as practical among all the employees in a particular job classification. In each building, a schedule shall be maintained and posted, setting forth for a period of at least a week in advance the days off, starting and quitting times, scheduled overtime and lunch period for each employee. A posted schedule shall not be changed with less than two (2) weeks' notice, except in circumstances beyond the control of the Employer or a mutual agreement between the parties. The Employer shall notify the Union if it changes the starting times for any shift or changes the days of the week in which the work will be performed.

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SECTION 8 WAGES

8.1 All full-time employees who currently receive \$19.45 per hour shall receive a seventy (\$.70) cents per hour increase effective August 1, 2016. This rate shall remain in effect until August 1, 2017. On that date the above rate will increase by sixty (\$.60) cents per hour. This rate shall remain in effect until August 1, 2018. On that date, the above rate will increase another fifty-five (\$.55) cents per hour. This rate shall remain in effect until August 1, 2019. On that date the above rate will increase by another fifty (\$.50) cents per hour. This rate shall remain in effect until August 1, 2020.

8.2 **PROGRESSION RATE FOR ALL EMPLOYEES:**
 The progression rate shall apply to all employees not covered by section 8.1. Employees shall be placed in the following categories based on the amount of hours they worked for an Employer since June 1, 1983. (Hours worked for different Employers may not be totaled to gain higher placement on the progression rate.) As the employee reaches the minimum hours in the next highest category, said employee shall receive the next highest rate. The wage rates shall be as follows:

JANITOR

Effective August 1, 2016			
0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$14.11	\$16.12	\$18.14	\$20.15
Effective August 1, 2017			
0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$15.00	\$16.60	\$18.68	\$20.75
Effective August 1, 2018			
0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$15.25	\$16.91	\$19.10	\$21.30
Effective August 1, 2019			
	0-3900 hrs	3901-4850 hrs	over 4850 hrs
	\$17.29	\$19.42	\$21.80

FOREPERSON: One (\$1.00) dollar per hour see Section 8.11

RESTROOM ATTENDANT: Twenty-five (\$.25) per hour effective 8/1/16 see Section 8.13. Effective 5/1/17 an additional five (\$.05) cents per hour will be implemented for a total of thirty (\$.30) cents per hour.

RECYCLING COORDINATOR: See Letter of Understanding #2

8.3 Part time employees shall be paid as follows for a call of two (2) hours or less...two hours straight time pay. For a call of more than two (2) hours pay for actual hours worked. It is not the intent of the parties to utilize 2 part time employees to fill a permanent, full time janitor station position. A part time employee will NOT be expected to clean a full time station only fifty (50%) percent of a full time station. For jobs less than 4 hours, the work should be proportionate to that of hours being worked. Employers may not have more than one part time employee per site.

8.4 All disbursements for wages shall be made by voucher check, which shall show the total number of hours worked, the rate of pay, and an itemized list of all deductions made there from.

8.5 At the Employer's discretion, wages may be paid either weekly or biweekly or semimonthly. However, any Employer which is not now paying on a semi-monthly basis and which wishes to do so must give the Union ninety (90) days notice of its intent to change to paying wages on a semi-monthly basis.

All Employers must reflect on the payroll checks the employees accrued vacation & sick leave hours at the end of the first year of this contract August 1, 2017. Employers at their discretion may implement before August 1, 2017.

8.6 The Employer shall not be prevented from paying in excess "of the minimum rates. Any employee earning a wage higher than their progression rate in the contract will continue to receive the higher rate and including any negotiated wage increase. If a foreperson has less than five years as a foreperson and are removed by the Employer for business need, they lose the premium pay. If a foreperson has more than 5 years as a foreperson and are removed by the Employer for business need, they shall retain their foreperson pay. If a foreperson voluntarily steps down, then he/she will forfeit the foreperson pay. Forepersons have the right to request the union be present in any meeting with the Employer that might involve disciplinary action.

8.7 The Union shall have the right to inspect the paycheck of any employee covered by this Agreement after the same has been returned to the Employer by the bank. The Union shall have the right to inspect all payroll records and time sheets and all other records, papers, or documents of the Employer which relate to the terms and conditions of this Agreement.

8.8 In the event the Employer intentionally violates this Agreement by failing to pay the proper wage rate to an employee (except in cases of recognized clerical error), said Employer shall pay the employee an amount equal to double the proper wage rate for the period of violation.

If an employee is owed vacation or sick leave pay they must file a grievance. Upon the Union informing the Employer via e-mail or grievance the Employer has two weeks to verify the claim and pay the member. If the member is not paid

within the two weeks the Employer will pay a penalty to the member of five percent (5%) on top of amount owed.

- 8.9 Utility work is defined as carpet and rug cleaning including Wet Shampooing, Dry Cleaning, Dry Foam Shampooing, Steam Shampooing, Rider Operated Power sweeper, Rider Operated Scrubber, Floor Machines and Power Washers. Effective August 1st, 2016 dedicated utility workers will receive premium pay of fifty (\$.50) cents per hour. Additionally, janitors performing utility duties described above will receive (\$.50) per hour for hours worked performing those functions (training time included).
- 8.10 Forepersons with ten (10) or fewer employees shall receive a one (\$1.00) dollar per hour in addition to the wage rate for which they are eligible. Forepersons with more than ten (10) employees shall receive a one (\$1.00) dollar per hour in addition to the wage rate for which they are eligible.
- 8.11 A forepersons main responsibility is to direct cleaning operations. The Employer shall not authorize forepersons to impose discipline or perform the following supervisory duties which includes: hiring, assigning permanent schedules or work areas, evaluating employees, adjusting grievances, or determining rates of pay in excess of the levels specified in this Agreement. Forepersons are not allowed to authorize employees who request to work their vacation. Foreperson need not be present when disciplinary action is imposed. Unless it is an emergency beyond the control of the Employer, forepersons who lead ELEVEN (11) or more janitors shall not be required to clean a tenant floor station as part of their daily duties.
- 8.12 When the regular foreperson is out on vacation, leave of absence, sick leave or disability for more than 5 days, the Employer's designated replacement, if necessary, to perform the duties of the foreperson shall receive the foreperson pay rate as designated in the contract.
- 8.13

Restroom Attendant Pay

Full-time, fully dedicated restroom attendants will be paid an additional twenty-five (\$.25) cents per hour effective 8/1/2016. Effective 5/1/2017 an additional five (\$.05) cents per hour will be implemented for a total of thirty (\$.30) cents per hour.

SECTION 9 PAYMENT FOR TRAVEL

- 9.1 An employee who is required to move from location to location in the course of performing a day's or night's work assignment shall be paid for all time spent in traveling between such locations.

- 9.2 An employee who is requested or required by the Employer to furnish his/her own vehicle to carry any equipment or supplies between locations shall be reimbursed at the established actual federal rate per mile at the time of reimbursement for use of the vehicle.
- 9.3 All payments due to reimburse employees for the use of their own vehicles shall be paid at each pay period, either by separate check or together with payroll check, the amount of such payment to be specified on the check stub.
- 9.4 The Employer shall carry non-ownership (Property Damage) liability insurance on the vehicles of all employees who are requested or required to use their own vehicles in connection with their work. In the event the Employer fails to secure such insurance, they shall assume full responsibility for all legal fees, court costs, or damages incurred by the use of such vehicle during the course of his work.
- 9.5 Should an employee receive a traffic citation while using his own vehicle at the request of the Employer, the circumstances of the citation will be investigated by the Union and the Employer. Whether the Employer or the employee will be responsible for any payments will be determined by mutual agreement between the Union and the Employer.

SECTION 10 VACATIONS

- 10.1 All employees who have, been in the service of the Employer continuously for one (1) year shall be granted two (2) weeks vacation with pay annually. All employees who have been in the service of the Employer continuously for five (5) years or more shall be granted three (3) weeks vacation with pay annually. All employees who have been in the service of the Employer continuously for twelve (12) years or more shall be granted four (4) weeks vacation with pay annually. Absence from services of not more than sixty (60) days because of illness, temporary layoff or leave of absence shall not interrupt the continuity of service for the purpose of this section. In the event of such an absence of more than sixty (60) days, the first year of employment shall be completed for the purposes of this section by the completion of fifty-two (52) weeks actually worked from the original date of employment. After the first year of service when such absence from service extends beyond sixty (60) days per year, the pay for vacation shall be prorated on the basis of the actual weeks worked.
- 10.2 Any employee who has been in the service of an Employer continuously for more than six (6) months whose employment terminates shall receive the prorata vacation due him. Vacation pay on termination shall not count as hours worked towards contributions to Health & Welfare except when an employee is on a paid vacation at the time the account changes contractors, in which case the prior Employer shall make contribution if hour requirement is satisfied.

- 10.3 If a holiday falls within an employee's vacation period, the employee will receive an additional day of vacation with pay, or and extra day's pay in lieu thereof.
- 10.4 Employees are entitled to paid vacations after each year of service, even though there has been more than one Employer during the year. It is understood and agreed that an employee's vacation credits shall accumulate at the rate of one-twelfth of his annual vacation allowance each month. If the services of a building maintenance contractor are discontinued on any job, the accumulated vacation credits of the employees of such contractor shall immediately become due and payable.
- 10.5 Vacation pay shall be calculated on the basis of the employee's regular straight time hourly rate at the time he/she takes the vacation times the number of hours the employee has coming under this vacation clause.
- 10.6 The Employer reserves the right to limit the number of employees taking vacations at the same time in order to maintain operations.
- 10.7 When an employee submits a vacation request to his supervisor in writing at least thirty (30) days in advance of said vacation or in accordance with company policy if less, the Employer will have the vacation check available prior to the first day of vacation observance.

SECTION 11 HOLIDAYS

- 11.1 The following days shall be observed as holidays:

New Year's Day	Martin Luther King Day
President's Day	*Day After Thanksgiving
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Employee's Birthday
- 11.2 Eligibility: The Birthday holiday does not apply to birthdays falling within an employee's first twenty-five consecutive working days of employment with an Employer.

For all other holidays, the employee must work on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday and, unless the employee so works, he shall receive no pay for such holiday unless such absence on the regular working days before and after said holidays is due to the express permission of the Employer, or a bona fide illness confirmed by a doctor's certificate, or on vacation.

- 11.3 Floating Holiday: The Employer shall have the right tot replace the Day After Thanksgiving with one floating holiday to be determined by the Employer, with the

Employer giving notice to the employee and Union at least thirty (30) days prior to the Day After Thanksgiving.

- 11.4 The individual employee shall provide the employer with not less than two (2) calendar weeks advance notice of date upon which the employee's birthday falls. The employee shall be allowed to observe the holiday on the birthday or such other day during the calendar year as may be determined by mutual agreement between the Employer and the individual employee. This may not be combined with any recognized holidays referenced in section 11.1.
- 11.5 If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday it shall be observed on the preceding Friday. No deduction shall be made from the pay of employees for the observance of said holidays.
- 11.6 Holiday pay shall be at time and one-half (1-1/2) hours' straight time pay. Any employee working on a holiday shall be paid, in addition to this straight time rate, a premium rate of time and one-half the straight time rate of pay. A holiday not worked, which falls within an employee's regularly scheduled work week shall be considered as a day worked for the purpose of computing a week's work. If an employee's day off falls on a holiday, he shall receive an additional day of within two (2) weekends with full straight time pay, or an extra day's pay in lieu thereof. If an employee replaces a regular employee who is absent for reasons other than vacation, and worked the regularly scheduled work day before and after a holiday, the replacement shall receive the holiday pay instead of the regular employee. Vacation relief employees who work at least twenty (20) consecutive days shall be conferred by all provisions of this section.
- 11.7 The holidays recognized in the Agreement shall be observed in conformance with the observances of Federal and State holidays; provided in the event of conflict between State and Federal observances, holidays shall be observed on the same date observed by the Federal government.

SECTION 12 SICK LEAVE

- 12.1 Regular employees who work continuously for the same Employer for at least one (1) full year shall thereafter be entitled to six (6) days sick leave with one pay after each year of continuous service and shall accumulate sick leave at the rate of six (6) days per year. Sick leave shall be paid at the rate of seven and one-half (7 ½) straight time hours per day and the annual allowance of six (6) days shall be forty-five (45) straight hours. After the first year of employment, benefits accrue, and may be used based on one-half (1/2) day per month. Effective 8/01/09 regular employees who work continuously for the same Employer for at least one (1) full year shall thereafter be entitled to seven (7) days sick leave with pay after each year of continuous service, and shall accumulate sick leave at rate of seven (7)

days per year. Effective 9/01/12 employees with twelve years of service shall begin accruing sick leave pay at eight (8) days per year.

- 12.2 Earned but unused sick leave may be accumulated for five (5) years. A regular employee who has worked continuously for five (5) or more years for the same Employer and has not used sick leave for the five (5) previous years and shall, together with the employee's current year's allowance, be entitled to a maximum of thirty- six (36) days sick leave. Any employee who has used sick leave shall be entitled to a lesser amount determined by deducting the number of days of sick leave used in the five (5) previous years, but in no event deducting more than thirty (30) days.
- 12.3 Earned sick leave pay shall be granted only in cases of bona fide illness or accident. Any employee found accepting or claiming benefits under this Section by reason of false statements or documents shall be subject to disciplinary action. A doctor's certificate or other reasonable proof of illness may be required by the Employer, provided, however, in cases of bona fide illness requiring no more than three (3) consecutive work days' absence from the job where the illness is of such nature as not to require the employee to be attended by a physician, the doctor's certificate referred to above shall be waived. However, such waiver shall be conditioned upon notification to the Employer by the employee not later than four (4) hours before the employee's regular starting time on the first work day's absence that the employee shall not report to work on that day due to said illness and further notification to the Employer by the employee on the day before he plans to return to work of such intention to return to work. Earned sick leave pay is not convertible to cash bonus.
- 12.4 Earned sick leave benefits shall be paid in the following manner. First work day's absence, no pay, provided, however, that the sick benefit allowance for bona fide illness or accident shall commence with the first work days' absence if the employee's illness or accident results in his being hospitalized before he returns to work or if the employee has twelve (12) or more days of accumulated sick leave. Effective October 5, 2016 employees shall be eligible for first day pay for fifty (50%) for their annual accrual. They shall not be eligible for first day pay in excess of the fifty (50%) of their accrual unless the illness or accident is a result of being hospitalized or the employee has 12 or more days accumulated. Succeeding work days' absences, full pay until earned sick leave benefits are exhausted. The waiting periods herein provided before full pay commences shall apply for each illness or accident in case the earned sick benefits allowance has not been exhausted in previous illnesses. For the purpose of this Section, full pay shall mean pay for the regular day or night shift schedule working hours, for those days, which the employee would have worked, had the disability not occurred, calculated at straight time. Provisions of section 8.8 will not apply to this section until 8/1/17.

12.5 In industrial or disability cases, Worker's Compensation or Unemployment Disability payments and sick benefit allowance shall be paid separately, but in the event Worker's Compensation payments or Unemployment Disability payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two shall not exceed the sick benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee. Integration of sick leave benefits with Worker's Compensation or Unemployment Disability payments is to be automatic; the Employer may not waive integration, and any employee entitled to Workers' Compensation or Unemployment Disability payments must apply thereof (in order that the principle of integration may be applied) before sick benefits are payable.

12.6 Explicit waiver language as recommended by the City of San Francisco and to be agreed by the parties as follows:

“WAIVER OF SAN FRANCISCO PAID SICK LEAVE ORDINANCE”

San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this agreement.

SECTION 13 BEREAVEMENT LEAVE

13.1 In the event of a death in the immediate family of an employee covered by this Agreement, who has at least ninety (90) days of service with his Employer, he shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days. This provision does not apply if death occurs while the employee is on leave of absence, layoff or sick leave. For the purpose of this provision, the immediate family shall be restricted to Father, Mother, Brother, Sister, Spouse, Child, current Mother-in-Law and Father-in-Law, current Son-in-Law, current Daughter-in-Law and Legal Guardian and domestic partners. At the request of an Employer, the employees shall furnish a death certificate and proof of relationship. Bereavement leave applies only in instances in which the employee attends the funeral or is required to make funeral arrangements, but is not applicable for other purposes, such as settling the estate of the deceased. The Employee may use vacation days or unpaid leave of absence for the additional time after the first three (3) days off up to six months.

SECTION 14 LEAVE OF ABSENCE

- 14.1 An employee who has worked one (1) or more years for an Employer shall be granted, upon request, an unpaid leave of absence up to six (6) months, provided that he has given the Employer acceptable proof that such leave of absence is necessary to recover from personal disability (including personal physical disability due to pregnancy). Leaves of absence up to twelve (12) months shall be granted in cases of industrial illness or injury. The Employer and/or Union may initially fill the temporary vacancy resulting from the granting of this leave under sub-section 14.1 with a Union member according to seniority, similar classification, and who possesses the similar skills and ability required of the vacant position. The employer will comply with the Family Medical Leave Act and any applicable San Francisco County family leave ordinance.
- 14.2 All leave of absence requests shall be done in writing to the union and employer. The Union will submit the request to the Employer. The Employer agrees to notify the union in writing when an employee is granted a leave of absence. The Union does not approve the leave of absence however it does document them. Requests for leaves should be submitted in writing at least two weeks prior to the time being requested. If an employee requests a Leave of Absence while on vacation they must notify the union and Employer in writing. A leave request shall not be denied for a reason which would violate Section 2.1 of this Agreement.
- 14.3 No accrued rights shall be forfeited by reason of a leave of absence. No benefits shall accrue during such leave. Leaves of absence shall not result in adjustment of anniversary date.
- 14.4 Any employee who fails to report to work on expiration of a leave of absence shall be considered as having voluntarily quit, unless the employee notifies the Employer and the Union in writing within 90 days of extenuating circumstances beyond the control of the Employee.
- 14.5 Upon request a full rate employee shall be entitled to a leave, up to twenty four (24) months, pursuant to this paragraph no more than once every thirty (30) months. From the date of return from such a leave, an employee shall be required to work an additional thirty (30) months before requesting another leave. If an employee requests another extended leave within the thirty months due to a different circumstance he or she shall be granted additional leave according to the situation. The Employer may fill the temporary vacancy resulting from the granting of this leave with a union member of the Employer's choice up to a maximum of one (1) year. After one (1) year, the position will be filled according to the seniority rule under Exhibit C.

14.6 Employees will be responsible for notifying the Employer and the union in writing within the first ninety (90) days to request an extension.

FIRST EXTENSION: Employees will be granted one extension for ninety days (90) for extenuating circumstances and shall be returned to their prior position (at their permanent position) upon returning from the leave of absence. If notification occurs after the ninety-first (91) day the Employer at its election may terminate the employee.

SECOND EXTENSION: Shall be up to nine months. Employees requesting a second extension of their Leave of Absence understand that upon their return from the leave of absence the employee shall be returned to dispatch at the hiring hall with existing seniority. All combined leave of absence extension shall not exceed a total of one (1) year. At which point the employee will be considered terminated.

SECTION 15 GROUP INSURANCE

15.1 Group insurance shall be as set forth in Exhibit "B", which is attached hereto and made a part thereof.

SECTION 16 PENSION PLAN

16.1 For the purpose of establishing and maintaining a pension plan, the Employer shall contribute as follows for all employees covered by this Agreement.

The parties acknowledge that the SEIU National Industry Pension Fund ("Fund") has been certified to be in critical status and has adopted a rehabilitation plan containing two schedules of benefit reductions and supplemental employer contributions for which no benefit credit is given, under the authority of Section 305 (b) of ERISA. The bargaining parties adopt the current Preferred Schedule of the rehabilitation plan of the Fund. Pursuant to that Preferred Schedule, effective August 1, 2016, Employer agrees to make base contributions to the Fund for which benefit credit is given at a rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 72.1% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2017 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 85.5% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2018 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and,

in addition, a supplemental contribution equal to 99.9% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2019 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contributions equal to 115.4% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Paid vacations, paid holidays, and paid sick leave, and straight time hours worked, excluding overtime hours, are considered as hours worked in computing pension contributions.

- 16.2 Between the first and tenth day of each month, the Employer shall make irrevocably the required payment for the preceding calendar month to the trustees of the pension plan and shall continue such payments for the term of this Agreement or as required by any subsequent and succeeding Agreement.
- 16.3 The Employer shall comply with all provisions of the Pension Trust Indenture and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Pension Trust Indenture.
- 16.4 The Employer accepts the terms of that certain trust indenture made and executed in San Francisco, California October 30, 1953 as amended, creating BUILDING SERVICE EMPLOYEES PENSION TRUST and accepts the Terms of BUILDING SERVICE EMPLOYEES PENSION PLAN, and further hereby becomes a party to said trust indenture subject to the terms thereof as indicated in Section 3.01 of Article III of said trust indenture.
- 16.5 The Employer further agrees to be bound by all of the provisions of said trust indenture and said pension plan as amended and hereby acknowledges prior receipt of copies of said trust indenture and said pension plan.
- 16.6 The employer hereby authorizes and directs the Union to deposit with the Pension Plan Trustees a duplicate original of this collective bargaining agreement, which, when so deposited, shall indicate the Employer's acceptance of the terms of said trust indenture and the terms of said pension plan, by virtue of the provision of this section and in accordance with said Section 3.01 of Article III of said trust indenture.
- 16.7 The parties agree to re-open the agreement for the purpose of negotiating Pension Fund contributions at the three year point of this agreement, namely on August 1, 2019.

SECTION 17 SAFETY

- 17.1 The Employer shall comply with all applicable Federal and CAL-OSHA laws and regulations pertaining to occupational health and safety, including the Hazardous Substance Information and Training Act.
- 17.2 In the event that the Property Management has identified an infectious disease hazard and has closed the facility, or portion thereof to its normal tenants/occupants, employees assigned to work in any closed portion of the facility will be: a) reassigned to other available work; or b) sent home with pay for the balance of their shift. If the facility remains closed beyond the first day, affected employees will be dispatched per Exhibit C. Employees will not be required to return to the facility until the facility is cleared for occupancy. The union will be notified immediately of any such occurrence.
- 17.3 The Employer, the Union and all employees shall cooperate fully in all efforts to maintain a safe and sanitary work place.
- 17.4 Training shall not be conducted during the Employee's break or lunch hour.
- 17.5 The employer shall make a good faith effort to provide all training in the employee's primary language.

SECTION 18 MILITARY SERVICE

- 18.1 In the event any employee covered by this Agreement is called for active duty in the Army, Navy, Marine Corps, or any other branch of the United States Military Service, he shall retain, consistent with his physical and mental abilities, the right to his former position or its equivalent for the period of this Agreement or any further agreement, and shall receive his former position or a job of equal rank, provided application for reemployment is made within ninety (90) days after release from military service. Any questions that may arise concerning return to work shall be settled in accordance with Section 20.

SECTION 19 DISCIPLINE

- 19.1 The Employer shall have the right to discharge or discipline any employee for just cause.
- 19.2 At the time that an employee is notified of being discharged, the Union shall normally receive notification in writing of the discharge. However, where circumstances make it impossible or impractical to provide written notification to the Union at the time of the discharge, the Employer shall have until 5:00 PM of the business day following notification to the employee to provide written notification of the discharge to the Union. An employee may request the presence

of a Union steward or representative for any meeting or discussion with the employer that may lead to discipline.

SECTION 20 GRIEVANCE PROCEDURE

- 20.1 Any difference between the Employer and the Union involving the meaning or application of the provisions of this Agreement shall constitute a grievance and shall be taken up in the manner set forth in this Section. Before filing a grievance in writing, a grievant and/or his representative may discuss the grievance with a representative of the other party to attempt to resolve the grievance informally.
- 20.2 If the aggrieved party chooses not to attempt to resolve the grievance informally or if the grievance is not resolved through informal meeting, the aggrieved party shall serve upon the other party a written statement setting forth the facts constituting the alleged grievance.
- 20.3 **STEP 1. Grievance** A grievance need not be considered unless the aggrieved party serves upon the other parties a written statement setting forth the facts constituting the alleged grievance. For a discharge case grievance, such notice must be served within fifteen (15) days from that date of discharge. Such written statement concerning any other type of grievance must be served within fifteen (15) days of its occurrence or the discovery thereof by the aggrieved party. The Employer shall respond to the grievance within ten (10) days. If there is no response within ten (10) days the grievance will automatically advance to the next step.
- 20.3 **STEP 2 Informal meeting** It is the intent of the parties that reasonable diligence be used in the discovery and reporting of alleged grievances so they may be adjusted or dismissed without undue delay. The Employer and the Union agree to use, their best endeavors by informal conferences between their respective representatives to settle any grievance within ten (10) days after service of such written statement. For a grievance regarding discipline of an Employee, the Employer will make every effort to provide to the Union upon request any document the Employer relied upon to discipline the Employee no later than 48 hours before the Board of Adjustment Hearing. For a grievance regarding monetary issues the Employer will make every effort to provide no later than 48 hours before the Board of Adjustment Hearing to the Union upon request applicable payroll records and timesheets. Discovery that is provided at the Board of Adjustment does not preclude the union or company from providing additional documents at the mediation or arbitration hearing.
- 20.4 **STEP 3 Board of Adjustment** If the grieving party wishes to take the grievance to the Adjustment Board, the grieving party must submit the request for an Adjustment Board within thirty days from the date the grievance was filed. If the

grieving party fails to submit this request within thirty (30) days, from the date the grievance was filed, the grievance shall be deemed waived.

20.5 Within ten (10) days upon receipt of a timely written request, there shall be an Adjustment Board consisting of two (2) representatives designated by the Union who have not participated in earlier steps of the Grievance Procedure and two (2) representatives designated by the Employer who have not participated in earlier steps of the Grievance Procedure. The Adjustment Board shall meet as required and shall consider fully all aspects of the issue presented. If there is no Board of Adjustment held within ten (10) days from the request for an Adjustment Board Hearing and there is no written agreement between the employer and the Union to extend the time limit the grievance shall automatically advance to the next step.

20.6 Any decision by majority of the four (4) members of the Board of Adjustment shall be final and binding upon all parties, subject to limitations of jurisdiction and authority contained in the contract. If during the period that the Adjustment Board can meet, no majority decision can be reached, either party may, within ten (10) days following a such period, request in writing that the matter be referred to Federal Mediation and Conciliation Service

a. STEP 4 Federal Mediation The mediator shall meet with the parties including affected employee(s) to assist and offer advisory opinions in an effort to help the parties reach an agreement that resolves the grievance. If there is no decision then either party may advance the grievance to arbitration within twenty (20) days following the mediation.

20.7 If the parties cannot agree upon a person to act as an impartial arbitrator within five (5) days after service of such demand, then an impartial arbitrator shall be selected by agreement from the following list of three (3) arbitrators: Tom Angelo, Matthew Goldberg, and Union to submit arbitrator . The union will set dates with each of the arbitrators and the arbitrations will be held when the arbitrators are available on a rotation basis. If an arbitrators date goes unused and is not cancelled by the union then the union shall bear the entire expense. By mutual agreement, the parties can add one more arbitrator to the rotation.

The above procedure will be on a trial basis for two years. If there is no mutual agreement to extend the procedure for the utilization for arbitrators then the following shall apply.

If necessary, an impartial arbitrator shall be named by agreement from the names listed above, if there is no agreement then the parties shall request a list supplied by either the State or Federal Mediation and Conciliation Service. Either party may reject in its entirety any list of arbitrators supplied by the State or Federal Mediation and Conciliation Service, and thereafter request a new list.

- 20.7 The decision of the arbitrator shall be final and binding on both parties hereto. In the event of a willful failure by either party to appear before the Arbitrator, the Arbitrator is hereby authorized to render his decision upon the evidence produced by the party appearing.
- 20.8 Each party shall bear all costs of presenting its case to the Arbitrator. The Arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties hereto.
- 20.9 Proposals to add to or change this Agreement shall not be subject to arbitration. Neither an arbitrator nor a panel of representatives shall have any authority or power to add, alter or amend this Agreement.
- 20.10 The arbitrator shall render a decision in writing within thirty (30) days if possible and in any event no later than sixty (60) days after the close of the hearing. It is understood that a hearing is not "closed" within the meaning of this provision until the post-hearing briefs are filed.
- 20.11 The parties agree that Step Two and Step 3 in the Grievance Procedure herein may be waived in discharge cases, and in cases involving Section 6 and Section 29 of this Agreement may automatically proceed from Step One to Step Four.

SECTION 21 SAVINGS CLAUSE

- 21.1 If any provision of this Agreement or the application of such provision to any person or circumstances be ruled an "Unfair Labor Practice", or in any other way contrary to law, by any Federal or State Court or duly authorized agency, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

SECTION 22 MANAGEMENT RIGHTS

- 22.1 All rights of management not expressly limited by the language of this Agreement are expressly reserved to the Employer, and the express provisions of this Agreement constitute the only limitations upon the Employer's rights. The exercise of any right reserved to management herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the Employer's right or preclude the Employer from exercising the right in a different manner.

SECTION 23 IMMIGRANT WORKERS

- 23.1 The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.

- 23.2 The Employer shall notify the Union by phone and give oral notice to the Union steward, as quickly as possible, if any Department of Homeland Security or SSA agent appears on or near the premises to enable a Union representative or attorney to take steps to protect the rights of employees.
- 23.3 The employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within one (1) year of commencement of the absence. If the bargaining unit member does not remedy the issue within one (1) year, the bargaining unit member may be discharged and the Employer shall no further obligation to hold a bargaining unit member's position.
- 23.4 In the event that an employee is not authorized to work in the United States of America and his or her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to his or her former position, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within one (1) year from the date of termination.
- If the employee needs additional time the Employer will rehire the employee into the next available opening in the employee's former classification. Upon the employee providing proper work authorization within a maximum of one (1) year.
- 23.5 Errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control. Employees shall not be discharged, disciplined or suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number. These changes shall not be considered new employment or a break in service.
- 23.6 In the event an employee is displaced due to disqualification from employment due to the application by the employer of a E-verify, or similar employment eligibility verification program, including background check, the incoming replacement employee will be paid at the wage rate and benefit eligibility levels of the employee who is being replaced.
- 23.7 Leave of absence will be for two (2) years. Members will be allowed to return to their jobs after renewing work permits and TPS.

SECTION 24 ASSIGNMENTS

- 24.2 The parties agree that in the event that the ownership or management of any plant or company is changed by sale, merger or in any other manner, this Agreement shall be included as a condition of such change or transfer, and shall run to its conclusion as the contract of the successor company, applicable to the particular plant thus sold, merged or transferred. The Union likewise binds itself to hold this

contract in force to its termination, and agrees that no part of this Agreement shall be assigned to any labor organization other than those which are parties hereto, without consent of the parties hereto.

SECTION 25 BIDDING PROCEDURES

25.1 Whenever the Employer bids or takes over the servicing of any job location, building or establishment covered by this Agreement, and where the daily work being performed amounts to seven and one-half (7 1/2) hours or more, the Employers agrees to do the following:

(a) Retain all permanent employees at the job location, building or establishment including those who might be on vacation or off work time because of illness, injury or authorized leave of absence; and recognize that the work time and overall employment service of all such employees shall be considered as continuous, regardless of change of Employers, for all purposes, including seniority, sick leave and vacation benefits, so that no such permanent employee will lose any such benefits because of the change of Employers.

(b) Contact the Union for the number of permanent employees, all job classifications, starting and quitting times, the number of daily hours worked, the rates of pay, and the number of hours each such employees is credited with for purposes of the Progression Rate at such location. The Union agrees to supply such requested information within five (5) working days or the Employer is free to bid the job as he sees fit.

25.2 Within the 30 days of a building changing contractors, the current contractor will not be allowed to transfer anyone into the building. The outgoing contractor, at its discretion, can transfer out an employee within the 30 days of a building transfer.

25.3 BIDDING PROCEDURES FOR DIRECT TENANT SPACES

Effective August 1st, 2016, all direct tenant contracts will be bid at the highest tier wage rate. Permanent employees already working within the building may be transferred to the affected floors being put out to bid. In these situations the following shall apply:

a. The first sentence of Article 25.2 will be waived to ensure that all employees are top tier wage rate employees. In addition, section c.5 shall apply to the selection and assignment of only forepersons & day porters.

b. For office buildings being serviced by a contractor not signatory to this Agreement, all new work involving set up and clean up, including

dishwashers, special event staff and client concierge, shall be bid at the lowest tiered wage rate. For purposes of this clause, the term "signatory" includes any employer which has agreed to be bound by this agreement.

c. For office buildings being serviced by a contractor signatory to this Agreement, all work involving set up and clean up, including dishwashers, special event staff and client concierge, shall be bid based on the top wage rate.

d. The Union shall be entitled to audit contractor compliance with these provisions. Contractors shall be obligated, upon request to provide the union with all payroll records of affected employees.

e. Employers may not bid existing full time work as part-time work.

SECTION 26 SUBCONTRACTING

26.1 The Employer agrees not to subcontract work normally performed by the employees covered by the terms of this Agreement except to persons, firms or companies meeting not less than the terms and conditions of this Agreement relating to wages, hours and conditions of employment.

26.2 The Employer shall not contract out to avoid its obligations under this Agreement nor as a means of reducing the scope of the Union. The Employer will notify the Union prior to any subcontracting, and shall include in its notification the name of the subcontractor, nature of the subcontracted work, and location of the work.

SECTION 27 NEW WORK AND CONTRACTS

27.1 The Employer shall notify the Union, in writing, of any new job where the daily work consists of seven and one-half (7 ½) hours or more, specifying the name of the job and the address of the job location. Such notice shall be given at least two (2) weeks prior to the commencement of the job or if the Employer has less than two (2) weeks notice the Union shall be notified within forty-eight (48) hours after the Employer received notice to start the job.

SECTION 28 WORKING CONDITIONS

28.1 When vacancy is verified by the building, staff reduction shall be automatic and the affected employee(s) shall be placed on the temporary list pending placement into an open permanent position, per Exhibit C.

28.2 The Employer shall have the right to determine and change the assignment of employees within a building and where, what and how the work is to be performed within a building. Any such decision shall be based on business need and shall not be for punitive, discriminatory or personal favoritism reasons.

- 28.3 At its discretion, the Employer shall have the right to determine and change starting times, provided that the Union shall receive at least ten (10) working days notice of any change in starting times and, provided further, that no shift may begin in any day after 6:00 p.m., unless the Union is notified in writing. However, it is understood that the Employer may continue to begin a shift after 6:00 p.m., if the Employer is currently beginning a shift after 6:00p.m.
- 28.4 The Employer shall have the right to transfer employees from one building to another. Any such decision shall be based on business need and shall not be for punitive, discriminatory or personal favoritism reasons. The Union and the affected employee shall be given twenty-four (24) hours notice of any transfer.
- 28.5 The Union shall have the right to conduct an investigation, in order to determine whether any provisions of this Section have been violated.

SECTION 29 OTHER AGREEMENTS

- 29.1 In the event the Employer employs employees in industries or locations where there is an agreement involving the Union, the Employer shall pay the wages rates and provide the benefits contained in such agreement. Employees are entitled to paid vacations after each year of service at any location in accordance with the provisions of the appropriate agreement, even though there has been more than one Employer during the year. An employee's vacation credits shall accumulate at the rate of one-twelfth (1/12th) of his annual vacation allowance each month. Employer are discontinued at any location, the accumulated vacation credits of the employee shall immediately become due and payable.
- 29.2 In the event the Employer is discontinued at any location, the accumulated vacation credits of the employee shall immediately become due and payable. However, in those cases where vacation is billed, the client has the option to request vacation accruals to be transferred to the new contractor. The Employee, the outgoing Employer and the new Employer shall mutually agree to the amount of roll over with a printed copy for each employee of accrued sick leave and vacation.
- 29.3 The outgoing contractor must POST the employees accumulated vacation and sick leave credit hours, when the building is placed out to bid. Any discrepancies on vacation or sick leave credits MUST be resolved before the end of the contract for that building. In other cases where vacation is billed, the client may request that employees be cashed out of their accrued vacation prior to assuming a permanent open position.

SECTION 30 NO STRIKE/LOCKOUT

- 30.1 The language and spirit of this Agreement guarantees the prompt and faithful performance by the Employer and the Union of all obligations imposed by the terms of this Agreement. The parties, therefore mutually agree that during the term of this agreement, the Employer shall not lockout its employees, nor shall the Union or its members either cause, sanction, or engage in any strike, diminution or interruption of the Employer's business. In the event of a violation of the provisions of this Section, the Union shall upon notice from the Employer, immediately resume normal operations.
- 30.2 It is understood that the observance by an individual member of the Union of a lawful picket line of another labor organization, which picket line has been sanctioned by the San Francisco Labor Council, shall not constitute a breach of this agreement.
- 30.3 Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this agreement which proposal, was not incorporated therein shall be used in the construction of this agreement.

SECTION 31 SHOP STEWARDS

- 31.1 The Employer recognizes the right of the Union to designate or elect shop stewards and alternates.
- 31.2 The Employer recognizes the shop stewards or alternates, so designated or elected, as the representatives of the Union.
- 31.3 Upon oral request, Shop Stewards will be provided copies of dispatches, the SEIU card and or names in the event of any emergency basis replacement.
- 31.4 Upon employees' request, Shop Stewards, when available, will be present, if there is no Shop Steward then the Employer will call the Union to send a representative, when disciplinary action is being imposed on an employee. If no representative from the union is available the employer may proceed with the disciplinary action.
- 31.5 When an Employee or Employer requests a shop steward to be present at a meeting called by the Employer and the meeting lasts longer than twenty (20) minutes the employer will provide assistance from the building staff to assist the shop steward at his or her station.
- 31.6 Shop Stewards shall be allowed twenty (20) minutes per month to perform any needed Shop Steward responsibilities when necessary.

SECTION 32 ENTIRE AGREEMENT

- 32.1 The Employer shall not be bound by any requirement which is not clearly, explicitly and specifically stated in this Agreement. Specifically, but exclusively, the Employer is not bound by any past practices of the Employer or understandings with any labor organization, unless such practices of the Employer or understandings are specifically stated in this Agreement. The foregoing does not eliminate the accepted use of past practice when issues arise as to interpretation of ambiguities in the express language of the Agreement.
- 32.2 The Union agrees that this Agreement is intended to cover all matters affecting wages, hours and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither matters affecting these or any other subjects not specifically set forth in this Agreement.
- 32.3 Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this agreement which proposal, was not incorporated therein shall be used in the construction of this agreement.

SECTION 33 TERM OF AGREEMENT

- 33.1 Unless expressly stated otherwise all parts of this Agreement will be effective August 1, 2016 and shall remain to and including July 31, 2020 and shall continue in effect thereafter from year to year unless either party serves notice in writing at least sixty (60) days prior to the expiration of this Agreement of the desire to terminate the Agreement or modify its terms.

DATED: _____

SAN FRANCISCO MAINTENANCE
CONTRACTORS ASSOCIATION

DATED: _____

SEIU LOCAL 87
SERVICE EMPLOYEES
INTERNATIONAL UNION

See attached
signature pages

EXHIBIT A

MEMBERS OF THE SAN FRANCISCO MAINTENANCE CONTRACTORS

1. Able Building Maintenance Company

Signature: _____ Date: _____

2. American Building Maintenance Company

Signature: _____ Date: _____

3. Lewis and Taylor Maintenance Company

Signature: _____ Date: _____

4. Genesis Building Services

Signature: _____ Date: _____

5. Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

See attached
signature pages

EXHIBIT B

HEALTH AND WELFARE COVERAGE:

This Section expresses the understanding of the parties concerning Employer contributions to the General Employees Trust Fund on behalf of employees and their eligible dependents covered by this Agreement.

- B. 1 The Employer agrees to maintain Plan C26 covering medical, dental, vision, prescription drug and life insurance coverage for employees and their eligible dependent(s) in its entirety through October 31, 2012. The cost of Plan C26 is one thousand two hundred seven dollars and four cents (\$1,207.04) per month per eligible employee.

Effective September 2012 hours for October 2012 deposit for November 2012 coverage, employees participating in Plan C26 will be transferred into Plan C26 (A) at the cost of one thousand one hundred fifty four dollars and thirty one cents (\$1,154.31) per month per eligible employee.

For employees hired after August 1, 2012 they shall be eligible after four (4) months for Plan C26 (B) at the cost of nine hundred thirteen dollars and fifty two cents (\$913.52) per month per eligible employee.

After thirty-nine-hundred (3900) hours an employee hired after August 1, 2012 shall be eligible for Plan C26 (A).

For new employees hired after August 1st, 2016 working at least 105 hours in two (2) consecutive months shall be eligible for a contribution in the third (3rd) month, with coverage commencing on the first (1st) day of the fourth (4th) month.

The employer agrees to maintain the amended benefits of the plan (MOB) during the term of the agreement.

- B.2 All Employer contributions referred to in this Section shall be paid into the General Employees Trust Fund in accordance with the procedure set forth below.
- B.3 For the purpose of this Section, Permanent and Top Rate employees (A and B List) are eligible for a contribution if they have worked at least ninety (90) hours in the month prior to the month in which previous contribution is due. "Ninety (90) hours worked" includes straight time hours only, not overtime, and it includes compensable straight hours paid but not worked.

In addition for the purpose of this section Progression Rate Employees (C list Employees) and new hires after August 1, 2012 are eligible for a contribution if they have worked for 105 hours in the month prior to the month in which the previous contribution is due. "One hundred five hours (105) worked "includes straight time hours only, not overtime, and it includes compensable straight hours paid but not worked.

- B.4 If any employee works their qualifying hours or more in the month but is not listed by the Employer, the Employer shall be personally liable and fully responsible for all claims that may be incurred by such employee in the same amounts as though the employee had in fact been listed. This personal liability, however, does not in any way relieve the Employer of his liability to make payments under this Agreement.
- B.5 The Employer shall comply with all provisions of the above-mentioned Health and Welfare Trust Funds and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Health and Welfare Trust Fund.
- B.6 The Union and the Employer will discuss alternative Health and Welfare plans. Any proposed changes will only be implemented by mutual agreement from all parties.

EXHIBIT C
THE FILLING OF AVAILABLE POSITIONS

Notwithstanding any other provision of the Agreement, this provision shall cover the filling of available positions by each Employer (Contractor) covered by the Agreement.

- C.1 Each Employer agrees to maintain four separate lists. The first list will be the Permanent Employee list that will include all Permanent Employees and their building assignments. (Permanent employees are defined as those employees who are assigned by the Employer to a particular workstation on a daily and permanent basis.) The second list will include temporary employees who were permanent for a particular Employer but are now laid off and shall be known as the "A List". The third list will include top wage rate temporary employees for a particular Employer and shall be known as the "B List". (Top wage employees are defined as those employees who have never been permanent.) The fourth list will consist of temporary employees who are earning less than top wage rate for a particular Employer and shall be known as the "C list". To be included on any Employer's "C list", an individual must have worked at least one (shift) in the last twelve (12) months for that Employer.
- C.2 The placement of employees on the "A through C list" will be as follows:
- (a) Employees, who were permanent for a particular Employer but are now laid off, will be at the top of the list for that Employer (A list). The ranking among these employees will be by seniority date.
 - (b) The next ranking will be of employees who are earning the top wage rate for a particular Employer who have never been permanent (B list). The ranking among these employees will be by seniority date.
 - (c) The next ranking will be of those employees who are earning less than top rate for a particular Employer (C list). The ranking among these employees will be based on the number of accumulated hours worked for that Employer.
- C.3 When a permanent position becomes available the most senior employee on the A list will be offered said permanent position. If there is no A list employee then the most senior employee on the B list shall be offered said permanent position. If there is no B list employee available then the most senior employee on the C list shall be offered said permanent position. For day porter and foreperson positions, client and Employer approval will also be a determining factor. For janitorial positions that require specific skills, the Union/Employer will do it's best to dispatch/place a member with the required capabilities.

- C.4 (C.3 original) On any given day, the Employer shall fill available temporary positions with the employee on its A, B or C List who is not working that day in the order of seniority, except for day porter, foreperson positions, and for janitorial positions that require specific skills. However, if the employee filling a temporary position chosen by the employer is on the C list the most senior employee from the A, B or C list can bump the lesser wage temporary Employee, with 24-hour notice, except under extended leaves of absence of 12 months or longer covered in Section 14.5 of this Agreement.
- C.5 In hiring, the Employer may consider individuals recommended by the Union. For day porter and foreperson positions, client and Employer approval will also be a determining factor.
- C.6 The employer will notify the union when there is a permanent open position in the day porter classification.
- C.7 On an emergency basis that does not exceed three (3) days for day porters and forepersons and two (2) days for other positions, the employer may fill the temporary vacancy by an employee of their choice.
- C.8 An employee will be removed permanently from an Employer's A, B or C list for any of the following reasons.
- Termination for Just Cause
 - Not working three shifts within the last twelve (12) months, except for employees on the A or B list.
 - Refusing to accept three (3) dispatches, without just cause, within a thirty (30) day period will be considered a voluntary quit, except for employees on the A or B list.
 - Not responding to three (3) Employer notifications for dispatch without just cause within a thirty (30) day period will be considered a voluntary quit, except for employees on the A or B list. It is understood that an employee will be considered to have not responded to a notification for dispatch on a given day only if the notification was given at some time from 3:00 p.m. to 4:30 p.m. on that day, except under extenuating circumstances. It is further understood that this paragraph does not in any way restrict the Employer's right to notify for dispatch at any time before 3:00 p.m. or after 4:00 p.m.
- C.9 Each Employer shall supply the Union with a copy of the lists stated in C.1. Thereafter, each Employer shall supply the Union with a daily report concerning the filling of temporary vacancies no later than 3:00 p.m. following the completion of the previous workday. For Friday, Saturday and Sunday reports, they shall be supplied to the Union the following Monday, unless Monday is a holiday, in which case the requirement unless there are extenuating circumstances such as phone line being down, in that case the Employer is required to supply the

daily report as soon as possible.) This report shall contain the following information:

- Employee Name
- Name and address of new hires
- Current Assignment, if any
- Date of assignment, if any
- Employee being replaced
- Reasons for Open Position
- Estimated Duration

In addition, each Employer shall supply the Union with an updated version of its permanent list once every six months and an updated version of its A, B and C list once every month.

- C.10 New Construction: For any new jobs that are the result of new construction, an Employer may fill one-half (1/2) of the needed number of employees with employees whose wage rate is the lowest on the progression wage rate. The other half must be filled first with qualified employees on the Employer's A and B list. Once the building is 90% occupied, the property will revert to the standard contract terms.
- C.11 The mediation procedure set forth in Section 20.6a of this Agreement shall be available for a dispute concerning whether or not an employee has the correct ranking on the A, B, or C list. In the event that it is found that the ranking for a particular employee is incorrect, the exclusive remedy which may be ordered is that the ranking be corrected. In the event that there is a monetary claim related to the ranking claim, the monetary claim may be pursued under the regular grievance procedure.
- C.12 The existing Labor Management committees may also discuss Exhibit C and may make any non-binding recommendations.
- C. 13 If an employer agrees to only use the Union hiring hall to fill all positions, both permanent and temporary, it can sign a side letter to opt out of Exhibit C provisions applicable to filling of available positions by the hiring hall.
- C. 14 The Employer agrees to participate in a union hiring hall pursuant to written procedures and responsibilities established by a labor-management committee. The labor-management committee establishing such procedures and responsibilities shall consist of two management representatives appointed by the San Francisco Maintenance Contractors Association, and two union representatives appointed by Union. Employer may subsequently cease participation in the hiring hall if it is unable to efficiently obtain and assign qualified staff.

- C.15** For any one time or reoccurring “tag” work of four hours or more which is above base contract specification, the employer may assign such “tag” work to an employee from the C List. The contractor will notify the union if the “tag” will exceed more than one month. If a permanent utility worker is utilized at another building for tag work for more than two days, the contractor will fill his/her position with a C list employee who is: (a) qualified to perform the utility work; and (b) working at the lowest rate in the progression schedule as set forth in Section 8 of this Agreement.
- C.16** Contractors are willing to interview graduates from San Francisco Community college Partnership Program for potential employment at reasonable times and places to be agreed upon by the parties.

ATTACHMENT 1

Recycle/Green Buildings

City and Union will participate in joint labor-management committee to identify best practices with respect to janitorial services. Committee will be facilitated by Mayoral designee from the Department of the Environment, and may include other stakeholders.

FOR the Contractors,

FOR SEIU Local 87,

By: _____

By: _____

Date: _____

Date: _____

Able Building Maintenance Company

Signature: _____

Date: _____

American Building Maintenance Company

Signature: _____

Date: _____

Lewis and Taylor Maintenance Company

Signature: _____

Date: _____

Genesis Building Services

Signature: _____

Date: _____

Clean-A-Rama Building Maintenance

Signature: _____

Date: _____

See attached
signature pages

LETTER OF UNDERSTANDING
BACKGROUND CHECKS

At client request employees shall be subject to security background checks. Employees shall cooperate with the Employer as necessary for obtaining security background checks. Employees who fail such security background checks shall be subject to termination, if there is just cause. Any employee may elect not to participate in the requested background checks and will be reassigned based on seniority. No bumping of permanent employees shall be allowed.

For the purpose of this provision, just cause to terminate an employee who has failed a security background check exists only if it is established:

1. That one or more of the findings of the background security check is directly related to the employee's job functions or responsibilities, or
2. That the continuation of employment would involve an unreasonable risk to property or to the safety or welfare or specific individuals or to the general public.

If the customer or Employer determines that the employee has failed a security background check, but the Employer lacks just cause for termination under this provision, then the employee may be transferred or reassigned based on seniority. No bumping of permanent employees shall be allowed. Employees who failed a background check will have a right to a copy of the report and can appeal through the grievance procedure.

FOR the Contractors,

FOR SEIU Local 87,

By: _____

By: _____

Date: _____

Date: _____

Able Building Maintenance Company

Signature: _____

Date: _____

American Building Maintenance Company

Signature: _____

Date: _____

Lewis and Taylor Maintenance Company

Signature: _____

Date: _____

Genesis Building Services

Signature: _____ Date: _____

Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

See attached
signature pages

LETTER OF UNDERSTANDING

A. New Position Definition: RECYCLING COORDINATOR

The purpose of a **RECYCLING COORDINATOR** shall be to hand sort the landfill, recycling, and compost waste streams generated in the property/properties in which they are employed to assist properties in meeting or exceeding City mandated waste diversion rates.

B. RECYCLING COORDINATOR Hiring Requirements

Contractors may hire a **RECYCLING COORDINATOR(s)** from the SEIU Local 87 hiring hall to allow hand-sorting, of all landfill, recyclable and compostable material generated in the building(s) in which they are employed.

C. RECYCLING COORDINATOR Training

Contractors agree to train **RECYCLING COORDINATOR**. Training shall include, in addition to instruction on the proper sorting of all waste streams, detailed information on the safe handling and disposal of hazardous materials such as sharps and chemicals. Training will be provided in English and in the Recycling Coordinator's native language.

D. RECYCLING COORDINATOR Safety

Contractors shall provide sorters with protective gear reflecting best practice in the recycling industry, including safety goggles, respiratory protection, protective aprons, hair nets, puncture-proof and waterproof work gloves, and safety boots.

E. RECYCLING COORDINATOR wages and benefits

Effective August 1, 2016 the Employer will pay the second tier rate of the pay scales of this contract. Employers shall not be prevented from paying in excess of the minimum rates indicated in the pay scales of this contract. Recycling coordinator with a minimum of one year's experience shall be eligible to bid on non-sorter janitor positions according to seniority and their placement on the Employers temporary list.

Health and Welfare: Effective on August 2016 hours for September 2016 deposit, recycling coordinators shall be transferred to C23a to C26B after four months of consecutive 115 hours. Thereafter 115 hours per month qualifier.

Pension: Effective August 1, 2016, the Employer shall make the appropriate pension contributions on the recycling coordinators behalf.

LETTER OF UNDERSTANDING

Hiring Hall/Dispatch

On and after January 1, 2017 the following processes will be applicable regarding dispatch of employees from the Union:

1. Employer may follow it's normal screening and hiring processes for all potential new hires, including background checks, interviews, etc. Successful candidates will be offered employment subject to all hiring requirements.
2. Once a candidate has successfully completed the Employer's hiring process, the Employer will refer the candidate to the union hiring hall for dispatch to future jobs in compliance with Exhibit C. Union will not dispatch those employees to a different signatory employer other than the employer who previously processed candidate. Employees working with two different employers will be sent out to work according to Exhibit C.
3. The Employer will notify the Union for dispatch of temporary employees, with the understanding that Union will dispatch only those candidates who have been referred by the employer.
4. The Employer and the Union will review the above process after January 1, 2020 and negotiate whether the process will continue.
5. Day Porters are excluded from this process.

FOR the Contractors,

FOR SEIU Local 87,

By: _____

By: _____

Date: _____

Date: _____

Able Building Maintenance Company

Signature: _____

Date: _____

American Building Maintenance Company

Signature: _____

Date: _____

Lewis and Taylor Maintenance Company

Signature: _____

Date: _____

Genesis Building Services

Signature: _____ Date: _____

Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

See attached
signature pages

LETTER OF UNDERSTANDING

SEXUAL HARRASSMENT

NON-DISCRIMINATION

General Agreement on Non-Discrimination. The provisions of this Agreement shall be applied to all employees without regard to race, color, religion, sex, gender, age, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military and veteran status, sexual orientation, gender identity, gender expression, or pro union activity. The Employer and the Union further agree to comply with all applicable federal, state, and local laws intended to prevent discrimination against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, veteran status, Shop Steward and/or Union activity. The Employer and Union agree that they will not retaliate against any person who makes or assists a person complaining about a violation of any such law.

APPENDIX

A. **Special Provisions Regarding of Sexual Harassment or Misconduct.** The Union and the Employer agree that male and female workers should have access to information about their rights in the workplace, including rights to be free from sexual harassment in the workplace. Accordingly, the Employer and the Union agree to the following concerning sexual harassment and complaints of sexual harassment in the workplace:

1. The Employer prohibits sexual harassment in the workplace of its employees and applicants for employment by any employee, non-employee, or applicant. Such conduct may result in disciplinary action up to and including dismissal.
2. The Employer will not tolerate, condone, or allow sexual harassment, whether engaged in by fellow employees, supervisors, or non-employees who conduct business with the Employer.
3. Sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:
 - (a) Submission to, or rejection of, such conduct is used as the basis for promotions or other employment decisions;
 - (b) The conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment.
 - (c) Sexual assault is a criminal offense which may be immediately reported to the police and to the Employer if it is any way work related.

Employees are entitled to work in an environment free from sexual harassment and a hostile or offensive working environment. Sexual harassment is unlawful discrimination, as is severe and pervasive conduct that belittles or demeans any individual on the basis of race, religious creed, color,

national origin, ancestry, physical and/or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual preference, or other similar characteristics or circumstances.

No manager or supervisor shall threaten or imply that an employee's refusal to submit to sexual advances will adversely affect that person's employment, compensation, advancement, assigned duties, or any other term or condition of employment or career development. Sexual joking, lewd pictures, and any conduct that treats employees of one gender as sex objects are prohibited.

4. Employees who have complaints of sexual harassment may (and are encouraged to) report such complaints to their supervisor. If this person is the cause of the offending conduct, the employee may report the matter directly to the person designated by the Employer to receive such reports or through other proper channels established by the Employer, such as an employee hotline. Employer personnel will abide by proper standards of professionalism and respectful conduct towards employees while taking reports and performing investigations of sexual harassment. Confidentiality of reports and investigations of sexual harassment will be maintained to the greatest extent possible.

In the event that an employee makes a report involving persons not employed by the Employer, e.g. a building tenant or visitor, the Employer will forward copies of such report to the property owner or manager and request that they take immediate and appropriate steps to assure that any harassment stops.

In the case of investigations which involve one (1) or more employees covered under this Agreement, the Employer will make all possible efforts to complete the investigation within two (2) weeks, and both the Employer and the Union shall cooperate with one another in such investigations. Such cooperation shall include full access to all non-privileged investigatory documents prepared by the Employer. The employer shall ensure that the union receives all material information to thoroughly evaluate the underlying facts.

Employer will maintain a hotline through which employees should file initial reports of sexual harassment or work-related assault.

5. Upon receiving a report of sexual harassment or assault, the Employer will take reasonable steps to ensure the accused does not have contact with the person(s) they are alleged to have harassed or assaulted, until such time as the Employer has completed its investigation and made a determination as to the claim. The Employer may suspend accused employees without pay pending investigation. The Employer also may transfer accused employees between work sites on a temporary basis in order to comply with this Section. If an employee is suspended after being accused of sexual harassment at work, he/she will be paid for all hours lost if following the investigation the complaint is determined to have been unsubstantiated. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.
6. Any manager, supervisor or employee who, after appropriate investigation, is found to have engaged in sexual harassment of another employee will be subject to disciplinary action, up to and including dismissal. The Union will support the

Employer's decisions in this regard consistent with the duty of fair representation.

7. Employer will not in any way retaliate against any individual who makes a report of sexual harassment nor permit any employee to do so. Retaliation is a serious violation of this sexual harassment policy and should be reported immediately. Any person found to have retaliated against another individual for reporting sexual harassment will be subject to appropriate disciplinary action, up to and including dismissal. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.

Examples of such retaliation include, but are not limited to, the following: discipline, unfavorable or disparate treatment, ostracization/isolation, or transfer to another worksite (except for voluntary transfers,). If an employee is suspended after reporting having been the target of sexual harassment at work, he/she will be paid for all hours lost when the report is verified to be correct.

8. The Employer shall provide to all new bargaining-unit employees an orientation on the policies and rules regarding Sexual Harassment and Sexual Assault reasonably soon after the employees commence employment, within sixty days. Training shall be conducted in conformity with standards to be established by the State of California, Department of Industrial Relations (DIR), and shall cover at least the following topics:
 - (a) definitions of workplace sexual harassment and assault;
 - (b) potential consequences for perpetrators of workplace sexual harassment and assault;
 - (c) information on representatives of the Employer to whom an employee can report cases of workplace sexual harassment and assault;
 - (d) community and mental health resources locally available for survivors of workplace sexual harassment or assault; including the East L.A. Women's Center Hotline;
 - (e) strategies of defense.

In addition, the Employer shall provide updated training on the topics listed above to all bargaining-unit employees at least once per year.

The Employer shall maintain records to document the trainings listed above and participation by bargaining-unit employees.

9. The Employer shall provide the trainings listed above to all supervisory personnel, and in addition shall train them on their role in taking corrective action when incidents occur.
10. The Employer shall adopt and implement a workplace sexual assault and sexual harassment prevention plan which complies with California law, in conjunction with the Union.

11. The Union will maintain and distribute to its members a list of organizations which provide assistance to survivors of sexual harassment or assault.
12. Employees who in good faith report sexual harassment or assault will be permitted to take any accrued paid leave time to seek assistance from a listed organization. The Employer may, at its discretion, require written evidence of such assistance.
13. Employees with supervisory authority as defined by Section 2(11) of the National Labor Relations Act may not engage in sexual or romantic relationships with a subordinate employee.

- 31.5 When an Employee or Employer requests a shop steward to be present at a meeting called by the Employer and the meeting lasts longer than twenty (20) minutes the employer will provide assistance from the building staff to assist the shop steward at his or her station.
- 31.6 Shop Stewards shall be allowed twenty (20) minutes per month to perform any needed Shop Steward responsibilities when necessary.

SECTION 32 ENTIRE AGREEMENT

- 32.1 The Employer shall not be bound by any requirement which is not clearly, explicitly and specifically stated in this Agreement. Specifically, but exclusively, the Employer is not bound by any past practices of the Employer or understandings with any labor organization, unless such practices of the Employer or understandings are specifically stated in this Agreement. The foregoing does not eliminate the accepted use of past practice when issues arise as to interpretation of ambiguities in the express language of the Agreement.
- 32.2 ~~The Union agrees that this Agreement is intended to cover all matters affecting wages, hours and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither matters affecting these or any other subjects not specifically set forth in this Agreement.~~
- 32.3 Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this agreement which proposal, was not incorporated therein, shall be used in the construction of this agreement.

SECTION 33 TERM OF AGREEMENT

- 33.1 Unless expressly stated otherwise all parts of this Agreement will be effective **August 1, 2016** and shall remain to and including **July 31, 2020** and shall continue in effect thereafter from year to year unless either party serves notice in writing at least sixty (60) days prior to the expiration of this Agreement of the desire to terminate the Agreement or modify its terms.

DATED: 4/18/2017

SAN FRANCISCO MAINTENANCE
CONTRACTORS ASSOCIATION

James Beard

DATED: 4/18/2017

SEIU LOCAL 67
SERVICE EMPLOYEES
INTERNATIONAL UNION

[Signature]

EXHIBIT A

**MEMBERS OF THE SAN FRANCISCO MAINTENANCE
CONTRACTORS**

1. Able Building Maintenance Company

Signature: *A. L. L.* Date: 4-18-17

2. American Building Maintenance Company

Signature: *Carroll* Date: 4-18-17

3. Lewis and Taylor Maintenance Company

Signature: _____ Date: _____

4. Genesis Building Services

Signature: _____ Date: _____

5. Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

ATTACHMENT 1

Recycle/Green Buildings

City and Union will participate in joint labor-management committee to identify best practices with respect to janitorial services. Committee will be facilitated by Mayoral designee from the Department of the Environment, and may include other stakeholders.

FOR the Contractors,

By: *James Beard*
Date: 4/18/2017

FOR SEIU Local 87,

By: *[Signature]*
Date: 4/18/17

Able Building Maintenance Company

Signature: *A. L.* Date: 4-18-17

American Building Maintenance Company

Signature: *[Signature]* Date: 4-18-17

Lewis and Taylor Maintenance Company

Signature: _____ Date: _____

Genesis Building Services

Signature: _____ Date: _____

Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

XX
32-39

LETTER OF UNDERSTANDING
BACKGROUND CHECKS

At client request employees shall be subject to security background checks. Employees shall cooperate with the Employer as necessary for obtaining security background checks. Employees who fail such security background checks shall be subject to termination, if there is just cause. Any employee may elect not to participate in the requested background checks and will be reassigned based on seniority. No bumping of permanent employees shall be allowed.

For the purpose of this provision, just cause to terminate an employee who has failed a security background check exists only if it is established:

1. That one or more of the findings of the background security check is directly related to the employee's job functions or responsibilities, or
2. That the continuation of employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or to the general public.

If the customer or Employer determines that the employee has failed a security background check, but the Employer lacks just cause for termination under this provision, then the employee may be transferred or reassigned based on seniority. No bumping of permanent employees shall be allowed. Employees who failed a background check will have a right to a copy of the report and can appeal through the grievance procedure.

FOR the Contractors,

By: John Beard

Date: 4/18/2017

Able Building Maintenance Company

Signature: A. W.

American Building Maintenance Company

Signature: A. W.

Lewis and Taylor Maintenance Company

Signature: _____

Genesis Building Services

FOR SEIU Local 87,

By: [Signature]

Date: 4/18/17

Date: 4-18-17

Date: 4-18-17

Date: _____

LETTER OF UNDERSTANDING

Hiring Hall/Dispatch

On and after January 1, 2017 the following processes will be applicable regarding dispatch of employees from the Union:

1. Employer may follow it's normal screening and hiring processes for all potential new hires, including background checks, interviews, etc. Successful candidates will be offered employment subject to all hiring requirements.
2. Once a candidate has successfully completed the Employer's hiring process, the Employer will refer the candidate to the union hiring hall for dispatch to future jobs in compliance with Exhibit C. Union will not dispatch those employees to a different signatory employer other than the employer who previously processed candidate. Employees working with two different employers will be sent out to work according to Exhibit C.
3. The Employer will notify the Union for dispatch of temporary employees, with the understanding that Union will dispatch only those candidates who have been referred by the employer.
4. The Employer and the Union will review the above process after January 1, 2020 and negotiate whether the process will continue.
5. Day Porters are excluded from this process.

FOR the Contractors,

By: *Janis Beard*
Date: 4/18/2017

Able Building Maintenance Company

Signature: *A. L.*

American Building Maintenance Company

Signature: *C. P. H.*

Lewis and Taylor Maintenance Company

Signature: _____

FOR SEIU Local 87

By: *[Signature]*
Date: 4/18/17

Date: 4-18-17

Date: 4-13-17

Date: _____

Genesis Building Services

Signature: _____ Date: _____

Clean-A-Rama Building Maintenance

Signature: _____ Date: _____

See attached
signature pages

LETTER OF UNDERSTANDING

SEXUAL HARRASSMENT

NON-DISCRIMINATION

General Agreement on Non-Discrimination. The provisions of this Agreement shall be applied to all employees without regard to race, color, religion, sex, gender, age, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military and veteran status, sexual orientation, gender identity, gender expression, or pro union activity. The Employer and the Union further agree to comply with all applicable federal, state, and local laws intended to prevent discrimination against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, veteran status, Shop Steward and/or Union activity. The Employer and Union agree that they will not retaliate against any person who makes or assists a person complaining about a violation of any such law.

APPENDIX

A. **Special Provisions Regarding of Sexual Harassment or Misconduct.** The Union and the Employer agree that male and female workers should have access to information about their rights in the workplace, including rights to be free from sexual harassment in the workplace. Accordingly, the Employer and the Union agree to the following concerning sexual harassment and complaints of sexual harassment in the workplace:

1. The Employer prohibits sexual harassment in the workplace of its employees and applicants for employment by any employee, non-employee, or applicant. Such conduct may result in disciplinary action up to and including dismissal.
2. The Employer will not tolerate, condone, or allow sexual harassment, whether engaged in by fellow employees, supervisors, or non-employees who conduct business with the Employer.
3. Sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:
 - (a) Submission to, or rejection of, such conduct is used as the basis for promotions or other employment decisions;
 - (b) The conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment.
 - (c) Sexual assault is a criminal offense which may be immediately reported to the police and to the Employer if it is any way work related.

Employees are entitled to work in an environment free from sexual harassment and a hostile or offensive working environment. Sexual harassment is unlawful discrimination, as is severe and pervasive conduct that belittles or demeans any individual on the basis of race, religious creed, color,

national origin, ancestry, physical and/or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual preference, or other similar characteristics or circumstances.

No manager or supervisor shall threaten or imply that an employee's refusal to submit to sexual advances will adversely affect that person's employment, compensation, advancement, assigned duties, or any other term or condition of employment or career development. Sexual joking, lewd pictures, and any conduct that treats employees of one gender as sex objects are prohibited.

4. Employees who have complaints of sexual harassment may (and are encouraged to) report such complaints to their supervisor. If this person is the cause of the offending conduct, the employee may report the matter directly to the person designated by the Employer to receive such reports or through other proper channels established by the Employer, such as an employee hotline. Employer personnel will abide by proper standards of professionalism and respectful conduct towards employees while taking reports and performing investigations of sexual harassment. Confidentiality of reports and investigations of sexual harassment will be maintained to the greatest extent possible.

In the event that an employee makes a report involving persons not employed by the Employer, e.g. a building tenant or visitor, the Employer will forward copies of such report to the property owner or manager and request that they take immediate and appropriate steps to assure that any harassment stops.

In the case of investigations which involve one (1) or more employees covered under this Agreement, the Employer will make all possible efforts to complete the investigation within two (2) weeks, and both the Employer and the Union shall cooperate with one another in such investigations. Such cooperation shall include full access to all non-privileged investigatory documents prepared by the Employer. The employer shall ensure that the union receives all material information to thoroughly evaluate the underlying facts.

Employer will maintain a hotline through which employees should file initial reports of sexual harassment or work-related assault.

5. Upon receiving a report of sexual harassment or assault, the Employer will take reasonable steps to ensure the accused does not have contact with the person(s) they are alleged to have harassed or assaulted, until such time as the Employer has completed its investigation and made a determination as to the claim. The Employer may suspend accused employees without pay pending investigation. The Employer also may transfer accused employees between work sites on a temporary basis in order to comply with this Section. If an employee is suspended after being accused of sexual harassment at work, he/she will be paid for all hours lost if following the investigation the complaint is determined to have been unsubstantiated. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.
6. Any manager, supervisor or employee who, after appropriate investigation, is found to have engaged in sexual harassment of another employee will be subject to disciplinary action, up to and including dismissal. The Union will support the

Employer's decisions in this regard consistent with the duty of fair representation.

7. Employer will not in any way retaliate against any individual who makes a report of sexual harassment nor permit any employee to do so. Retaliation is a serious violation of this sexual harassment policy and should be reported immediately. Any person found to have retaliated against another individual for reporting sexual harassment will be subject to appropriate disciplinary action, up to and including dismissal. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.

Examples of such retaliation include, but are not limited to, the following: discipline, unfavorable or disparate treatment, ostracization/isolation, or transfer to another worksite (except for voluntary transfers,). If an employee is suspended after reporting having been the target of sexual harassment at work, he/she will be paid for all hours lost when the report is verified to be correct.

8. The Employer shall provide to all new bargaining-unit employees an orientation on the policies and rules regarding Sexual Harassment and Sexual Assault reasonably soon after the employees commence employment, within sixty days. Training shall be conducted in conformity with standards to be established by the State of California, Department of Industrial Relations (DIR), and shall cover at least the following topics:

- (a) definitions of workplace sexual harassment and assault;
- (b) potential consequences for perpetrators of workplace sexual harassment and assault;
- (c) information on representatives of the Employer to whom an employee can report cases of workplace sexual harassment and assault;
- (d) community and mental health resources locally available for survivors of workplace sexual harassment or assault; including the East L.A. Women's Center Hotline;
- (e) strategies of defense.

In addition, the Employer shall provide updated training on the topics listed above to all bargaining-unit employees at least once per year.

The Employer shall maintain records to document the trainings listed above and participation by bargaining-unit employees.

9. The Employer shall provide the trainings listed above to all supervisory personnel, and in addition shall train them on their role in taking corrective action when incidents occur.
10. The Employer shall adopt and implement a workplace sexual assault and sexual harassment prevention plan which complies with California law, in conjunction with the Union.

11. The Union will maintain and distribute to its members a list of organizations which provide assistance to survivors of sexual harassment or assault.
12. Employees who in good faith report sexual harassment or assault will be permitted to take any accrued paid leave time to seek assistance from a listed organization. The Employer may, at its discretion, require written evidence of such assistance.
13. Employees with supervisory authority as defined by Section 2(11) of the National Labor Relations Act may not engage in sexual or romantic relationships with a subordinate employee.

Attachment 7: Janitorial Window Cleaning

(Admin Code 21C.2)

the Collective Bargaining Agreement between the San Francisco Window Cleaning Contractors Association and Window Cleaners Union – SEIU Local 1877, AFL-CIO in effect from April 1, 2017 to March 31, 2020

WINDOW CLEANERS AGREEMENT

April 1, 2017 to March 31, 2020

by and between

SAN FRANCISCO WINDOW CLEANING CONTRACTORS ASSOCIATION

and

WINDOW CLEANERS UNION – SEIU USWW, AFL-CIO

THIS AGREEMENT is made and entered into this 1st day of April, 2017 by and between the San Francisco Window Cleaning Contractors Association, hereinafter called the Employer, and the Window Cleaners Union, Service Employees International Union, United Service Workers West, hereinafter called the Union. The terms of the Agreement shall apply to all signatory Employers as listed on the signature page of this Agreement.

SECTION 1. RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agency for all window cleaners employed by the Employer in San Francisco. In order to be recognized by the Union, the Employer must have an established place of business and must employ at least one (1) full time window cleaner. Also, the Employer must furnish the Union with a certificate of Workers' Compensation Insurance for his employees directly from the insurance company involved.

SECTION 2. UNION MEMBERSHIP AND HIRING

(a) Union Membership: It shall be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligation of members. Check-off provisions are set forth in Section 23.

For the purpose of this Section only, tender of the initiation fees not later than the thirty-first (31st) day following the date of employment or not later than the thirty-first (31st) day following the effective date of this Agreement, whichever is later, and tender thereafter of the regular monthly periodic dues uniformly required as a condition of retaining membership shall, for the purpose of this Agreement, constitute membership in good standing in the Union.

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If the Employer uses persons not members of the Union as window cleaners (except conscientious objectors or financial core members), it shall be recognized as a violation of this Agreement. The Board of Arbitration established in Section 22 below, shall assess a reasonable penalty against the Employer, in the event of such employment violation. It shall not be a violation of this Agreement for janitors who are not members of this Union to wipe off glass doors and spot-clean partition glass; however, janitorial employees shall not use natural sponges, window cleaners' brushes or squeegees.

- (b) Hiring: When new or additional employees are needed, the Employer shall notify the Union of the number of employees needed. Applicants for jobs shall be referred by the Union to the Employer on a non-discriminatory basis.

The Employer shall be the sole judge of the competency of all applicants and reserves the right to reject any applicant referred by the Union. The Employer agrees within one (1) day of the date of hiring to notify the Union of the names, phone numbers and addresses of the persons hired.

In hiring, the Employer shall give preference to applicants previously employed as window cleaners in the local labor market area, which shall be defined to mean the City and County of San Francisco. It is expressly understood that neither the Employer nor the Union shall discriminate against any applicant for employment or employee because of religious creed, race, sex, union membership or age as defined in the Age Discrimination Act as amended.

If the Union is unable to refer to the Employer suitable applicants for employment within two (2) days (working days), the Employer may then hire persons from other sources, provided the Employer on the date of hiring shall notify the Union of the name, phone numbers and address of each person hired.

- (c) Probation period: There shall be a sixty (60) working days probationary period for a new employee. The probationary period shall be applicable to each Employer for which the employee works until the new employee works more than sixty (60) working days for one Employer.

During the probationary period, the Employer may discharge the employee without cause and without recourse to the grievance procedure.

SECTION 3. SENIORITY

Seniority is the right accruing to employees through length of service which entitles them to appropriate preference in layoffs, rehiring and vacation.

Seniority shall be terminated by discharge for cause, resignation, retirement or failure to return from an authorized leave of absence or failure to return from vacation unless good cause for such failure is shown. In the event of a lay-off, employee's seniority shall be protected for twelve (12) months. If an employee is recalled to work within the twelve month period and does not report to work, then his seniority is terminated.

In all cases of layoffs, the principal of seniority shall apply. If the Employer is required to reduce the size of his crew, then the last person hired shall be the first person laid off. If an employee is laid off outside his seniority date because he lacks a particular skill, when the Employer regains that particular work that can be performed by the more senior employee, then the more senior employee will be recalled with no change in his seniority date. Recall shall be done on a weekly and not daily basis. This means if there is less than one week's work, recall is not mandatory.

It is understood that the Leadman shall be the last employee laid off because of the type of responsibilities required of the job. This provision shall apply to only one person per company and the Employer shall notify the Union of the person designated under this provision. The Employer agrees that the Leadman will not perform Journeyman work (i.e. window cleaning) if, in fact, a Journeyman with more seniority would be laid off. Once all the more senior Journeymen are recalled, the Leadman may perform Journeyman work, if necessary.

SECTION 4. HOURS AND OVERTIME

(a) The maximum workweek shall be thirty-seven and one-half (37 1/2) consecutive hours segregated into five (5) working days of seven and one-half (7 1/2) hours. The workweek shall be Monday through Friday, with Saturdays and Sundays off. The hours of work shall be from 5:00 a.m. to 1:00 p.m., 6:00 a.m. to 2:00 p.m., 7:00 a.m. to 3:00 p.m., 8:00 a.m. to 4:00 p.m. (Hotels and residential buildings only). Employees shall receive a one-half (1/2) hour between 11:00 a.m. and 11:30 a.m. for lunch. Employees must take a full half (1/2) hour for lunch and no employee shall substitute part of the lunch period for any part of the regular working day. Any work performed in addition to the specified hours contained herein shall be paid at the overtime rate of pay. A ten (10) minute rest period before and after the lunch period shall be given each

employee. The Union pledges its best efforts to enforce the provisions of a seven and one-half (7 ½) hour day, and agrees to discipline any member found to be in violation thereof. It is understood the employees covered by this Agreement will at all times conduct themselves on the job in an orderly and business-like fashion.

If there is a shift change, notification shall be given by Thursday noon for the following week. If a building requires cleaning at different times, the Employer shall establish a swing or grave shift. Any such shift shall start after 1:00 p.m. and shall be eligible for a shift premium of forty (\$0.40) cents per hour. Any shift starting after 1:00 p.m. shall be offered to the most senior qualified employee and down the seniority list until exhausted. If no employee volunteers, the least senior qualified employee shall be assigned such shift.

The parties recognize the principle that the Employer and the Union shall maintain proper and reasonable times on the jobs. In the event of any question concerning reasonable time for performing a job, Employer and Union shall promptly meet and confer in good faith effort to reach agreement. If the representatives fail to agree, the disagreement shall be handled in accordance with the provisions of Section 22 below.

Any problems relating to work schedules, rest periods and lunch periods in connection with scaffold and bos'n chair work shall be determined promptly by agreement between Employer and Union. If the representatives fail to agree, the disagreement shall be handled in accordance with the provisions of Section 22 below.

(b) The maximum workweek with a holiday, as designated in Section 6 below, shall be reduced seven and one-half (7 ½) hours for each holiday falling within that workweek.

(c) Employees covered by this Agreement will not be employed by more than one (1) Employer at any one (1) time, or be self-employed, while in the employ of an Employer covered by this Agreement, subject to approval of the Union.

(d) Overtime work shall be on the following basis:

- a. Time and one half (1 ½) after seven and one half (7 ½) hours worked in a day and double time after twelve (12) hours in a day; and
- b. Time and one half (1 ½) for work performed on Saturday provided that the employee must have completed thirty seven and one half (37 ½) hours in the preceding Monday-Friday unless 37 ½ hours of

work were not available to the employee based on his/her seniority.

- c. Double time for work performed on Sunday provided that the employee must have completed thirty seven and one half (37 ½) hours in the preceding Monday-Friday unless 37 ½ hours of work were not available to the employee based on his/her seniority, and further provided that the employee has not refused Saturday overtime for that same weekend.

Paid non-work hours and daily overtime hours shall be counted as worked hours for the purpose of determining Saturday and Sunday overtime.

(e) Employees may, at their own discretion, request voluntary lay-off from December 1st through March 1st . Said voluntary lay-off cannot be for less than one week. The Employer agrees that unemployment will not be denied should and employee request voluntary lay-off.

(f) The Employer shall make an "off-season" availability list of employees interested in working when regular window cleaning work may be impeded during the off season.

SECTION 5. SPLIT SHIFTS

There shall be no split shifts, but in case of emergency of any store that might change display windows in late afternoon or evening, the employee shall be permitted to go back and wash the inside of said windows at overtime rates. This overtime will not have to be taken off the following week. When an employee is called back to work after completing his regular shift, he shall receive a minimum of two (2) hours work or two (2) hours pay at the applicable overtime rate.

SECTION 6. HOLIDAYS

The following holidays will be observed:

New Year's Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Holiday*

Employees shall be eligible for all holidays except the floating holiday upon completing their probation.

* Employees shall be eligible for their floating holiday one year from their date of hire with the Employer. The employee shall request the floating holiday in writing at least two weeks prior to the date s/he wishes to take it and the request shall be by mutual agreement.

If a holiday falls on a Saturday or Sunday, it shall be observed on the following Monday, provided that in cases of emergency, special arrangements can be made with the Union. If a holiday falls on a Thursday, an employee who gives the Employer one (1) week notice will be permitted to take the following Friday off on his own time without penalty. If a holiday falls on a Tuesday, an employee may be permitted to take the previous Monday off on his own time without penalty provided the entire shop agrees or it is mutually agreed to by the Employer and employee.

All employees shall receive a full day's pay for the observance of said holidays, regardless of the day on which the holiday occurs, provided such employees have reported to work on their regular working day immediately before and immediately after said holiday. An employee shall have been considered to have reported for work, if absence on the day before or after said holiday is due to express permission of the Employer or to a bona fide illness, or to a dispute between Employer and Union that has resulted in work stoppage. An employee required to work on a holiday shall be paid by the Employer for whom he works at the rate of double time in addition to his regular pay. Under no condition whatsoever shall work be permitted on Labor Day. No man shall be laid off for the purpose of defeating this provision.

SECTION 7. WAGES

(a) The minimum hourly wage for all journeymen and for all scaffold and bos'n chair work shall be as follows:

	<u>April 1, 2017</u>	<u>April 1, 2018</u>	<u>April 1, 2019</u>
Base	\$22.90	\$23.55	\$24.20
Scaffold/Bos'n Chair	\$24.36	\$25.01	\$25.66

(b) If the Employer posts the position for Leadman, the job shall be open for bid. If the skills and ability are relatively equal seniority shall govern.

Skills and ability required for the Leadman position are the following:

1. The ability to communicate with building managers and/or engineering staff.
2. Must be able to read and explain OPOS requirements.
3. Must have knowledge of CAL-OSHA, ANSI-IWCA, I-14 standards and CA Labor Code that governs window cleaning operations as long as information is posted in the shop.
4. Must be able to conduct monthly safety training meetings.

The Leadman shall receive one dollar and twenty-five cents (\$1.25) per hour premium over the rate of job he is performing. General duties shall be as follows:

Under general supervision instructing employees in Company's overall method of operation. Assigns employees to particular duties, inspects and checks the employee's work for efficiency and accuracy. Must integrate his operations with those of other crews and department whenever necessary. Also oversees compliance of Safety Regulations.

(c) Inexperienced persons may be hired by the Employer, subject to all provisions of this Agreement, provided that no journeyman window cleaner shall be displaced as a result of such employment, except that the Employer may retain inexperienced employees with longer seniority than newly hired Journeymen for the purpose of training only. The ratio of any one (1) inexperienced employee to four (4) journeyman window cleaners shall not be exceeded, except that shops employment less than (4) journeymen window cleaners may hire not more than one (1) inexperienced person.

Inexperienced employees shall be paid the following minimum hourly wages:

	<u>Start</u>	<u>After 975 hours worked</u>	<u>After 1950 hours worked</u>	<u>After 2925 hours worked</u>
<u>Effective 4/1/17</u>				
Base:	\$15.25	\$16.25	\$17.25	\$18.20
Scaffold/Bos'n Chair:	\$15.75	\$17.75	\$18.75	\$20.66
<u>Effective 4/1/18</u>				
Base:	\$15.90	\$16.90	\$17.90	\$18.85
Scaffold/Bos'n Chair:	\$16.40	\$18.40	\$19.40	\$21.31
<u>Effective 4/1/19</u>				
Base:	\$16.55	\$17.55	\$18.55	\$19.50
Scaffold/Bos'n Chair:	\$17.05	\$19.05	\$20.05	\$21.96

Journeyman rates paid: after 3900 hours worked

Any inexperienced employee who has served a portion of his training period with one Employer and is subsequently hired by another Employer, part to this Agreement, may be credited with the training time served, upon mutual agreement of the Employer and the Union. When an inexperienced person is hired, it shall be compulsory that the inexperienced person work with a journeyman for a period of not less than six (6) months, regardless of the scale that the inexperienced person may be paid. If an inexperienced person is not qualified to perform the work he shall either be laid off, or, by mutual agreement between the Union and the Employer, his training time may be extended. There shall be no reduction of hours for any employee as a result of the signing of this Agreement.

An Employer hiring inexperienced persons shall be required to train such persons in all phases of the window cleaning craft.

At no time shall an inexperienced person be allowed to work more than seven and one-half (7 ½) hours per day or more than thirty-seven and one-half (37 ½) hours per week without the prior approval of the Union.

Journeymen window cleaners must be required to do all phases of window cleaning work as requested by the Employer, provided that no employee shall be disciplined under this provision without prior notice to the Union and discussion of the specific case involved. If the parties fail to agree, the case shall be handled as provided in Section 22 below.

**SECTION 8. HEALTH INSURANCE, DENTAL, VISION,
PRESCRIPTION DRUG AND LIFE INSURANCE**

(a) Health Insurance

1. This Section expresses the understanding of the parties concerning Employer contributions to the General Employees Trust Fund on behalf of employees covered by this Agreement and their dependents.
2. All employer contributions referred to in this Section shall be paid into the General Employees Trust Fund, created under the terms of said plan in accordance with the procedures set forth below. It is understood that all questions concerning eligibility of employees for coverage shall be determined by the Trustees of the said Trust Fund.

The Employer shall provide benefits as contained in the agreed upon worksheet between the Employer and the Union of Menu Plan C18 through General

Employees Trust Fund for eligible employees and dependents. The cost of the current Plan, as of April 1, 2017 is \$1440.05 per month.

3. Between the first (1st) and the tenth (10th) day of each month, the Employer shall submit to the Trust Fund a list of all employees who have worked seventy-five (75) hours or more during the preceding calendar month. The list shall indicate the number of hours worked by each employee. Paid vacations, paid holidays, and paid sick leave are considered as hours worked in computing group insurance plan contributions. The Employer shall pay into the Trust Fund each month an amount to cover the cost of the benefits.

New employees hired after April 1st, 2010 (with the exception of returning Journeyman employees) shall become initially eligible for payment of the Health and Welfare premium after working nine hundred seventy five (975) hours and then working a minimum of seventy-five (75) hours in a subsequent calendar month. The definition of a "returning journeyman" who would not have to wait for a health and welfare contribution as defined above is a journeyman who has worked as a window cleaner for a signatory or me-too employer in the City and County of San Francisco within twenty-four (24) months of being hired by his/her current employer. Any journeyman on payroll of a signatory or me-too employer as of the date of ratification does not have to wait nine hundred seventy five (975) hours for health care.

4. The Employer agrees that the employee benefits established by the General Employees Trust Fund shall be maintained for the life of this Agreement. If the present carrier shall, as a result of loss experience, elect to increase the premiums, the Employer agrees to pay such increases as may be necessary in order to maintain the present employee benefits.

5. The Employer shall comply with all provisions of the Trust Fund and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Trust Fund.

6. If any employee works seventy-five (75) hours or more in the calendar month but is not listed by the Employer, the Employer shall be personally liable and fully responsible for all claims that may be incurred by such employees in the same amounts as through the employee had in fact been listed. This personal liability, however, does not in any way relieve the Employer of his liability to make payments under this Agreement.

7. The Employer hereby accepts the terms of that certain Agreement and Declaration of Trust entered into at San Francisco, California, creating the General Employees Trust Fund and further agrees to become a party to said Agreement and Declaration of Trust. Employer hereby agrees to be bound by all of the provisions of said Agreement and Declaration of Trust and hereby acknowledges prior receipt of a copy thereof.

8. If an employee who has had six (6) months or more of service is injured or ill, the Employer shall continue to make monthly contributions on his behalf for at least two (2) months.

9. If future regulations are passed that render this section as non-compliant with the ACA, the parties agree to reopen this section in order to bring it into compliance.

SECTION 9. PENSION

There is hereby established plan for the purpose of providing pension or retirement benefits to employees covered by this Agreement. The Employer agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund ("Fund") in the amounts specified below. The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the power delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged.

Effective April 1, 2017, based on March, 2017 hours the contribution rate to the Fund shall be two dollars and fourteen cents (\$2.14) per hour for each straight time hour worked and paid for. Paid vacation, paid holidays and paid sick leave are considered as hours worked in computing contributions.

The Employer and the Union agree to adopt the Preferred Schedule for Benefit Changes and Supplemental Contributions adopted by the Trustees of the National Industry Pension Fund (NIPF), and any amendments thereto, for the life of this Agreement. The supplemental contribution amount of \$2.14 per hour is 85.5% effective April 1, 2017; 99.9% effective April 1, 2018; and 115.4% effective April 1, 2019.

SECTION 10. SICK LEAVE AND FUNERAL LEAVE

Every employee covered by this Agreement shall be permitted to accumulate five (5) days sick leave per year accumulated at the rate of 1.7 days for each four (4) months of service.

This paid leave can be used for a bona fide illness, accident or funeral leave, or to care for an immediate family member as defined below. This five (5) days per year shall be accumulated to a maximum of thirty (30) days.

Every employee shall earn sick leave for each month in which he/she works the 75 hours per month needed to qualify for Health & Welfare benefits. Paid vacations, paid holidays, and paid sick leave are considered as hours worked for computing eligibility for paid sick and funeral leave each month.

Earned paid leave benefits shall be paid in the following manner:

First (1st) full workday's absence, no pay except where the employee is hospitalized on such first (1st) day; succeeding workday's absence, full pay until earned sick leave benefits are exhausted.

The waiting period herein provided before full pay commences shall apply to each employee and not each illness or accident. Employees working for one (1) Employer will only have one (1) waiting period. Employees working for multiple Employers shall have one (1) day wait for the first illness or accident for each Employer.

If the employee desires to utilize any earned leave for funeral leave it shall be for a death in the immediately family and immediate family shall be defined as: Spouse, Domestic Partner, Son, Daughter, Father, Mother, Brother, Sister, Grandson, Granddaughter, Grandfather and Grandmother.

Upon resignation, voluntary quit, retirement, discharge, or layoff, all unused sick leave shall be paid to the affected employee at his hourly rate of pay.

The Union and the Employer hereby expressly waive the provisions of Chapter 12W to the Administrative Code of San Francisco relating to paid sick leave. Those provisions shall have no application to the employees covered by the Agreement between the Employer and the Union during the term of this Agreement.

SECTION 11. SCAFFOLD AND BOS'N CHAIRS

All Scaffolds and Bos'n Chairs must be hung by men who work on same. A minimum of two (2) journeymen must work together on all Scaffolds and Bos's Chairs whenever practicable. Inexperienced employees shall not be allowed to work on Scaffolds or Bos'n Chairs, until the inexperienced person has worked at the trade for at least six (6) months. Then the inexperienced person must work with a journeyman.

SECTION 12. VACATIONS

Employees shall accumulate vacation in accordance with their respective amount of time working for the Employer:

	<u>New hire</u>	<u>After 2 years</u>	<u>After 5 years</u>	<u>After 12 years</u>
Vacation Accumulated per month	6.25 hrs	7.5hrs	9.375hrs	12.5hrs

Employees whose employment terminates after six (6) months or more shall receive vacation pay prorated on the basis of one (1) days pay for each month of service during the first (1st) five (5) years of employment, and on the basis of one and one-fourth (1 ¼) days pay for each month of service thereafter. Employees whose employment terminates after twelve (12) years of employment shall receive vacation pay prorated on the basis of one and two-thirds (1 2/3) days pay for each month of service.

Every employee shall earn vacation for each month in which he/she works the 75 hours per month needed to qualify for Health & Welfare benefits. Paid vacations, paid holidays, and paid sick leave are considered as hours worked for computing eligibility for vacation each month.

SECTION 13. MILITARY SERVICE

All Window Cleaners entering the military service of the United States shall, upon their return to civilian life, retain their former shop seniority, providing they are physically fit and apply for their former jobs within ninety (90) days.

SECTION 14. TRAVEL

(a) All commercial vehicles shall be furnished by the Employer. Each contractor may designate as many men as are necessary to drive the contractor's vehicles and also clean windows, subject to notification to the Union. These men shall not be allowed to clean windows or drive vehicles more than thirty-seven and

one-half (37 ½) hours per week. The contractor's name, telephone number and address must appear on the vehicle driven by the employee. All vehicles must be driven by a journeyman, unless otherwise authorized by the Union. Unless authorized by the Employer and the Union, no vehicle shall be used in any manner by an employee after working hours, but shall be returned to the shop each day. No employee shall be disciplined or discharged because of a refusal to drive the contractor's vehicle.

(b) All traveling time and transportation expenses shall be paid by the Employer, except that an Employer may require an employee to report directly to a job and to leave any job at the end of the working day without providing transportation expense or travel time to first job or from last job, provided that all assigned work is within the city limits of San Francisco. All out-of-town work shall be voluntary, and no employee shall be required to accept out-of-town assignments.

SECTION 15. RESTRICTIONS

The foreman shall not be allowed to clean windows. This section does not apply to principal owners.

SECTION 16. EQUIPMENT

Employers shall furnish the employee all normally issued tools and working equipment for that day and the employee shall be held responsible for same except when ordered to leave tools on the job in an unsecured area. The company will notify the employee as to who in the company will issue and receive tool inventory.

All new window cleaning tools must be submitted for approval by the person to employ such new tools. They shall be screened by the joint committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer. They shall not be put into use without the prior approval of said committee. It is recognized that the loss of the Company issued "bucket tools", other than for loss due to bona fide accidents of normal wear and tear will be grounds for the employee to replace the "bucket tools" at the Company cost.

SECTION 17. SUBCONTRACTING

No piece work or sub-contracting of work shall be allowed unless mutually agreed upon by the Union and the Employer.

SECTION 18. SAFETY

- (a) Suitable belts must be used on all buildings that have anchor bolts. Ropes on belts and on Bos'n Chairs must be renewed every six (6) months, or on demand of employee.
- (b) No windows shall be cleaned that are not in good working order.
- (c) No window cleaner shall be allowed to work on an extension ladder more than four (4) hours in any one (1) day. Only in case of extreme emergency, where an employee can finish a job, one (1) hour more will be permitted.
- (d) A person shall be placed at the foot of all ladders in use that exceed eighteen(18) feet in length. Two (2) window cleaners shall work together on extension ladders which are extended thirty-six (36) feet or more in length.
- (e) It is agreed that when the personal safety of a member is concerned, his refusal to work on defective windows, or inadequate window cleaning equipment, shall not be sufficient cause for discharging of the employee and it is further agreed that said member will not be penalized for such refusal by a the Employer.
- (f) All other safety conditions not specified herein, but which form a part of the rules and regulations of the California Occupational Safety and Health Administration (Cal-OSHA) for Window Cleaners, shall be observed by the Employer.
- (g) When the personal safety of a member is concerned, his refusal to pass through a picket line shall not constitute a violation of this Agreement.
- (h) Where acid is used on scaffold work, steel falls shall be used instead of rope falls. Whenever employees are obliged to use acid in the course of their employment, Employers shall furnish employees with rubber gloves or other necessary equipment.
- (i) The Parties agree to establish a Labor-Management Committee of a maximum of seven (7) members from each side. This committee is meant to discuss areas of mutual concern such as safety, training and the preservation of standards in the Window Cleaning Industry. It is not intended to discuss contractual issues.

SECTION 19. BREAKAGE

Employees shall not be held responsible for any breakage or damage, and no deductions shall be made from the employee's wages for any breakage or for insurance, public liability, property damage, employees compensation or for any other reason or purpose except those deductions required by law. Deductions may be made from employees' wages in order to purchase group insurance, provided that the Union is advised in advance concerning the proposed establishment of any group insurance plan the employee agrees voluntarily to be a party to such a group insurance plan.

SECTION 20. DISCHARGE AND DISCIPLINE

Any Employer discharging or disciplining a member of the Union must have just and reasonable cause. In case of a dispute, it shall be taken up under Section 22 of this Agreement.

SECTION 21. SHOW-UP PAY

Any employee who is ordered to work and is not put to work must receive two (2) hours pay. Any employee instructed not to come to work because of rain or wind will not be entitled to show-up pay if informed within four (4) hours prior to the start of the shift. Such notification shall be solely based on seniority of people who work out of the shop and shall not be for punitive, discriminatory or personal favoritism reasons. Any employee who is put to work shall be guaranteed seven and one-half (7 ½) hours work or pay.

SECTION 22. GRIEVANCE PROCEDURE

In case of a grievance or dispute concerning the interpretation or application of the terms of this Agreement, a representative from the Union and a representative from the Employer shall immediately attempt to settle the grievance or dispute.

The right to grieve is lost if the grievance is not brought up in writing within thirty (30) working days from the time the Union is aware of such dispute.

If the parties are unable to do so, a Board of Adjustment composed of two (2) representatives from the Union and two (2) representatives from the Employer shall, within ten (10) working days after written notice is mailed by either party to the other, meet to consider all questions under dispute and endeavor to arrive at a satisfactory settlement.

By advance mutual agreement of the Parties, an Adjustment Board as described above can be convened with the addition of a neutral mediator. The mediator will provide a non-binding recommendation to the parties to assist the parties in settling the grievance. If the parties reach a settlement, it shall be reduced to writing the day of the Board of Adjustment and signed off by the Board members.

The parties may file for Arbitration if the grievance is not settled at the Board of Adjustment. The party filing the Arbitration shall notify the other in writing within twenty business (20) days of the Board of Adjustment.

The Arbitrator shall be selected by mutual agreement between the parties. If the parties are unable to agree upon an arbitrator, they shall request a list of nine (9) arbitrators from the FMCS. Upon receipt of such a list, the parties shall alternately strike one (1) name from the list until one name remains. That person shall serve as arbitrator. The party striking the first name shall be determined by the flip of a coin. The costs of the Arbitration shall be borne equally by the parties. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the employee(s). The Arbitrator shall have no authority to add to, amend, delete or modify this Agreement.

SECTION 23. CHECKOFF

(a) The employer agrees to deduct from the pay of each employee the membership dues required to maintain good standing as defined by the Constitution and Bylaws of the Union.

(b) Membership dues shall be deducted in the following manner:

1. Deducting for monthly dues shall be made from each paycheck based on the percentage established by the Union up to the maximum monthly dues amount commencing with the second (2nd) month of employment.

2. Deduction for initiation fees, in the case of new employees not members of the Union, shall be deducted from the second (2nd) pay check received by such employee during the second (2nd) month of their employment.

(c) All sums deducted for monthly dues and initiation fees shall be remitted to the Secretary-Treasurer of the Union not later than the last day of the calendar month in which such deductions are made, together with a list showing the names and addresses of employees and the amount of deductions made.

(d) It is understood and agreed between the parties that deduction of Union membership dues shall be made only on the basis of written authorization from the individual affected.

(e) The Union agrees to indemnify and hold the Employer harmless as to this provision.

SECTION 24. MISCELLANEOUS

(a) At the Union's request, the Employer agrees to notify the Union of all jobs covered by this agreement. The Employer agrees to give notice to the Union of all job cancellations within thirty (30) days.

(b) The Union shall have the right to inspect the payroll concerning any employees covered by this Agreement, including records showing straight time and overtime work.

(c) At the request of either the Employer or the Union, the parties agree to hold joint labor/management meetings to discuss issues that pertain to the workplace.

(d) Most Favored Nations Clause: If, during the term of this Agreement, the Union enters into a collective bargaining agreement or allows practices with another employer or group of employers employing employees in the classifications covered hereunder which provided for a total compensation package of wage rates or economic fringe benefits which are favorable to any employer than the total of the corresponding or similar provisions of the Agreement, then it is agreed that those more favorable conditions will become effective under the terms and conditions of this Agreement on the same date that they become effective under the other collective bargaining agreement.

(e) Alcohol and Drug Testing:

1) **Purpose.** This policy is to provide guidelines for "reasonable suspicion" alcohol and controlled substance testing to be effective April 1, 2000.

2) **Scope.** This policy applies to all employees of the Employers signatory to this Agreement.

3) **Definitions.** For the purpose of this policy, controlled substances are the drugs that the Federal Department of Transportation (D.O.T.) has defined in its drug testing program. These drugs are marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).

4) **POLICY**

A. **General Rules.**

No employee shall report for duty or remain on duty while intoxicated or use any controlled substance except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his/her job duties.

An employee whose conduct indicates that he/she is not in a physical condition to perform his/her job safely and efficiently will be required to submit to an alcohol and/or a controlled substance test.

Any employee who tests positive for a controlled substance and/or an alcohol or is in violation of any part of this policy may be subject to disciplinary action which could include suspension and/or termination. However, an employee who tests positive for any controlled substance or alcohol will be granted the opportunity for treatment before termination can be considered. Proof of an approved program must be submitted to the Employer. Second abuse will result in termination.

A manager must have a "reasonable suspicion" that the employee is under the influence of, or adversely affected by, alcohol or a controlled substance. Reasonable suspicion exists when there is a clear indication of impairment based on objective evidence and/or based on specific personal observation by a manager who can attest to the appearance, behavior, speech or breath odor of the employee. The manager will document his/her observations and reasons for requesting testing, and get a witness where there is at least one (1) additional employee at the same worksite. Those observations may include but are not limited to:

- Abnormal work performance;
- Any combination of physical conditions and/or symptoms such as unsteady balance, alcohol on breath, glassy eyes, reddened eyes, unsteady gait, etc.;
- Abnormal person behavior or unusual interpersonal relations on the job;
- It is the Employer's policy to test for the abuse of drugs and alcohol following certain accidents on the job, AND when an individual is involved in an OSHA-reportable accident. An accident is defined as requiring more than first aid (e.g. treating by a physician or hospitalization), injuries that require lost time

(at least ½ day), or loss of consciousness. When such accidents occur, a urine drug screen and breath alcohol test will be done.

The Employer will provide training to make managers aware of the above conditions.

An accident that occurs under suspicious circumstances or without any logical explanation may establish "reasonable suspicion" for requiring the employee involved to be tested; however, the mere fact that an accident occurred is not sufficient in itself to establish reasonable suspicion. In any case, an employee involved in a work-related accident who is the victim of another's carelessness shall not be subjected to any testing merely because he/she requires medical treatment.

Failure by an employee to submit to a test when reasonable suspicion exists shall be grounds for termination. Any employee who tests positive for a controlled substance and/or an alcohol test showing a concentration of 0.04 or greater or is in violation of any part of this policy may be subject to disciplinary action which could include suspension and/or termination.

If an employee tests positive or if they volunteer to enter a program, they must enter a program for rehabilitation. Upon successful completion of this program they will be allowed to return to work; however, if they test positive a second time, they shall be terminated without recourse to the grievance procedure.

B. Reasonable Suspicion Testing Procedure.

All alcohol and controlled substance testing will be performed at a qualified collection site. Alcohol testing will be done by Breathalyzer (evidential breath testing device) and controlled substance testing by urine specimen (an initial screening test is done and if necessary a conformation test using gas chromatography/mass spectrometry). Alcohol and controlled substance testing will be done during an employee's paid time.

All samples which test positive for controlled substances will be confirmed using a chromatography/mass spectrometry test, or it may be confirmed by use of a superior or equally reliable test if such becomes available.

The employee, at his/her personal expense, will have the opportunity to have a reputable testing facility test the same sample as was submitted to the original test facility. Accepted chain of custody procedures must be followed and the test facility selected by the employee must meet all standards set by

Federal/Health Agencies for laboratory performance using certified Medical Technologists and Technicians. An employee may request the independent test by notifying the Employer or its manager in writing within two (2) calendar days after the day when the employee is informed of the test results. The test result will be kept confidential and will be available only to a designated Employer representative, a designated Union representative, or a designated legal representative.

None of the testing procedures are intended to be in violation of the law, and if any part of this Policy comes to be in violation of Federal, State law or City Ordinance, only that part shall be void and it shall not nullify any other provisions of this policy.

- f) If the Employer goes out of business, the parties agree to meet to discuss severance pay.

SECTION 25 – NO STRIKE/NO LOCKOUT

The language and spirit of this Agreement guarantees the prompt and faithful performance by the Employer and the Union of all obligations imposed by the terms of this Agreement. The parties, therefore, mutually agree that during the term of this Agreement, the Employer shall not lock out its employees, nor shall the Union or its members either cause, sanction, or engage in any strike, or slowdown or stoppage of work of the Employer's business. In the event of a violation of the provisions of this Section, the Union shall, upon notice from the Employer, immediately direct the affected employees to resume immediately normal operations.

It is understood that the observance by an individual member of the Union of a lawful picket line or another labor organization, which picket line has been sanctioned by the San Francisco Labor Council, shall not constitute a breach of this Agreement.

SECTION 26 - TERM OF AGREEMENT

This Agreement shall become effective as of April 1, 2017 and shall remain in effect until March 31, 2020, and shall continue from year to year thereafter, provided, however, that each party reserves the right to give notice, in writing, to the other at least sixty (60) days prior to March 31, 2020 of its desire to change or terminate said agreement.

Signed this 20th day of July, 2017

FOR THE SAN FRANCISCO
WINDOW CLEANING
CONTRACTORS ASSOCIATION

By: James Beard
James Beard

FOR THE WINDOW CLEANERS UNION
SEIU USWW

By: Colin O'Leary
Colin O'Leary
Union Representative

By: Octavio Villa
Octavio Villa
CBM

By: Joel Pineda
Joel Pineda
CBM

By: Guillermo Rodriguez
Guillermo Rodriguez
Glasstech

Date: 7/18/2017

Date: 7/20/17

Signatory Window Cleaning Employers:

CAPITAL BUILDING MAINTENANCE
ELITE WINDOW CLEANING, INC.
GLASSTECH
LEWIS & TAYLOR BUILDING MAINTENANCE

NATIONAL INDUSTRY PENSION FUND APPENDIX
FOR COLLECTIVE BARGAINING AGREEMENTS
BETWEEN EMPLOYERS AND SEIU LOCALS

Section 1. COVERAGE

The San Francisco Window Cleaning Contractors Association, acting on behalf of all Employers signatory this Agreement ("Employer"), agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund ("Fund") in the amounts specified in Section 3 below.

Section 2. TERM

The Employer agrees to become and remain a participating employer in the Fund throughout the term of this Collective Bargaining Agreement, including any extensions thereof. The employer agrees to abide by the Preferred Rehabilitation Plan.

Section 3. CONTRIBUTIONS

- (a)(1) As of April 1, 2017, the Employer agrees to contribute to the Fund \$2.14 per straight time hour worked and paid for all employees covered by the Agreement.
- (2) The supplemental contribution amounts are 85.5% in 2017, 99.9% in 2018, and 115.4% in 2019 of the above contribution amount of \$2.14 per hour.
- (b) Contributions required by this provision shall be paid to the Fund on or before the fifteenth day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine
- (c) Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.

Section 4. TRUST AGREEMENT

The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection policies,

receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board

Section 5. COOPERATION

The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retirement Income Security Act.

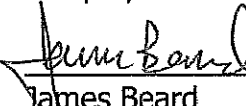
Section 6. APPROVAL BY TRUSTEES

The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

Section 7. MISCELLANEOUS

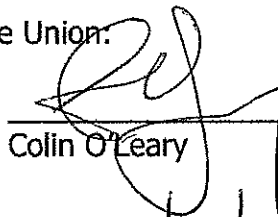
In the event of any inconsistency between this appendix and the Collective Bargaining Agreement, the terms of this Appendix shall prevail.

For the Employer:

By:  _____
James Beard

Date: 7/18/2017

For the Union:

By:  _____
Colin O'Leary

Date: 7/20/17

WINDOW CLEANERS AGREEMENT
April 1, 2017 to March 31, 2020

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Garages, or Storage Facilities for Automobiles

(Admin code 21C.3)

the Collective Bargaining Garage and Parking Lot
Agreement between Parking Employers and Teamsters
Automotive Employees, Local 665 in effect from
December 1, 2016 to November 30, 2019

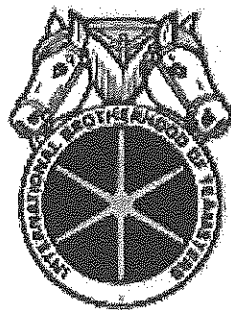
SFO GARAGE AND PARKING LOT AGREEMENT

BY AND BETWEEN

NEW SOUTH PARKING CALIFORNIA, G.P.

AND

TEAMSTERS LOCAL UNION NO. 665



DECEMBER 1, 2016 TO NOVEMBER 30, 2019

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SAN FRANCISCO INTERNATIONAL AIRPORT
GARAGE AND PARKING LOT AGREEMENT

PREAMBLE

AGREEMENT, by and between, NEW SOUTH PARKING CALIFORNIA, G.P., hereinafter referred to individually as the Employer, and TEAMSTERS LOCAL UNION NO. 665, affiliated with the International Brotherhood of Teamsters, covering the employment of persons coming under the jurisdiction of the Union at the San Francisco International Airport.

SECTION 1. RECOGNITION

The Employer hereby recognizes the Union as the exclusive collective bargaining representative of all employees employed by the Employer to perform work in the following classifications: Cleaning, Washing, Polishing, Lubrication, Parking Vehicles, Cashiers, Attendants, Checking Coin Boxes, Non-Attendant Parking Lot Checking, Daily Ticket Audit, Traffic Directors, Shuttle Drivers, Customer Service Attendant, Ambassador, and all other incidental duties.

It is agreed that the signing of this Agreement shall constitute a recognition of the Union, and it is further agreed that no member shall be discharged for activity in or representing their Union.

All employees described above shall be known by the term "Parking Employees."

Persons not covered by this Agreement, including non-bargaining unit employees of the Employer, shall not under any normal circumstances perform any work or services covered by this Agreement.

SECTION 2. HIRING

Only members in good standing in the Union shall be retained in employment. For the purposes of this section, "members in good standing" shall be defined to mean employee members of the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

All employees covered by this Agreement shall become members of the Union within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31)

days from the date of employment, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment.

The Employer shall be the judge of the competency and fitness of the employee for all purposes, including hiring, promotion, and demotion. When an employee is engaged outside of the Union office, the employee shall be required to obtain a referral from the Union before starting to work.

The Employer shall use best efforts to notify the Union of a vacant position in advance of hiring so that the Union may propose a candidate for the vacant position.

PROBATION PERIOD: Employees hired after the ratification of this Agreement shall be on probation for the first ninety (90) workdays or six (6) months, whichever occurs first of employment. New employees terminated by the Employer during the probationary period shall not be subject to the grievance procedure. Wages and other working conditions in the contract shall apply to employees during the probationary period.

NON-DISCRAMINATION: There shall be no discrimination in hiring, promotion, or other aspects of employment, because of age, sex, race, creed, color, national origin, marital status, sexual orientation, religion and disability. No employee shall be discriminated against by the Employer for living up to and observing the provisions of this Agreement.

COST OF HIRING: The Employer agrees to pay the cost of medical examination and bonding fees if required. The Employer shall pay employment agency fees if it or its agent specifically orders employees from employment agencies.

SECTION 3. UNION MEMBERSHIP

Membership in the Union on or after thirty-one (31) days following the beginning of employment, or the effective date of this Agreement, whichever is later, shall be a condition of employment to the extent consistent with the law.

Upon satisfactory proof from the Union, the Employer agrees to suspend or discharge any employee who fails to make application for and complete membership in the Union or, alternatively, fails to tender initiation fee and dues uniformly required as a condition of acquiring or retaining membership. Then Union shall hold the Employer harmless from any and all liability.

The Employer agrees that member of the Union shall not be discriminated against or be penalized because of activities in the Union, provided said activities do not interfere with their regular employment.

The Employer at the request of the Union is to deduct from the wages of employees, membership dues (and initiation fees) of the Union, and promptly transmit such fund to the Union; provided, that the Employer has received from each employee, on whose account such deductions are made, a written assignment which shall be irrevocable for a period of more than one (1) year, or beyond the termination date of the applicable collective bargaining agreement, whichever occurs sooner.

SECTION 4. SENIORITY

- A. Definition: For the purpose of this Agreement, seniority is defined as time spent on the active payroll or actively at work for the Employer at the facility covered by this Agreement on a continuous basis. Any employee transferred to any facility of his or her Employer will carry with him or her all seniority heretofore established, and shall have the right to exercise their seniority shift preference. An employee so bumping shall have the right to exercise their seniority.
- B. Application: When it is necessary to increase or decrease the number of employees, the principle of seniority shall be observed. The last person hired shall be the first person laid off and the last laid off shall be the first rehired. The rule of seniority of employees covered by this Agreement shall apply only within each Employer and shall prevail on different jobs providing the senior employee is qualified to fill the job of the junior employee. The rule of seniority shall also apply to vacation periods. Seniority shall also apply to shift and holiday preference as long as the senior employee is capable and qualified to perform the work.
- C. Site specific seniority rights shall apply to layoffs, reduction in hours, location changing from one firm to another and vacation entitlement.
- D. Open Job: As additional help is needed at an individual location, employees in seniority order may be given the opportunity to fill such open jobs, and hours provided they have applied to the Employer and providing the employee is capable of performing such work as determined by the Employer. Seniority shall not prevent the Employer from moving any employee from one unit to another unit.
- E. Classification Seniority: Seniority shall be separate for each job classification. Each classification shall have a separate and independent shift bid, and there shall be no commingling of job classifications and/or seniority.
 - Job classifications are as follows: Parking Attendant, Office Staff, Customer Service Attendant, and Lead.
 - Effective 1/1/09, any new or first time on-call Leads will be listed by total hours worked and called in order by the one with the most hours. On-call Leads will accumulate hours based on hours worked as an on-call Lead

only. Each time an on-call Lead works, their hours will be added and they will be listed by total hours (most hours to least hours order). After the current list on-call Leads has been exhausted, full time Lead openings will be offered from the actual hours work list, offered in most to least hours worked order.

- F. Layoff: Any employee at the time of layoff will, if recalled within one year, be credited with the amount of service credit he or she had at the time of layoff.
- G. The seniority of an employee will terminate for failure to report for work within five (5) working days after notice of recall is mailed via Certified Mail by the Employer, to the last address of the employee on the Employer's records.

Seniority shall also be broken for the following reasons: Voluntary quit, discharge for cause, retirement, absence from work for three (3) consecutive scheduled work days without proper report off and proof of reason for absence, the use of intoxicants or drugs during the hours of employment or leaving his or her place of employment before the completion of his or her designated shift, unless permitted to do so by his or her Employer, layoff for a period exceeding the employee's seniority but not to exceed twelve (12) continuous months, suspension or revocation of drivers' license, and not returning from a leave of absence.

The term "drug" means any substance or combination of substances, other than alcohol, which could so affect the nervous system, brain, or muscles of a person as to impair, to an appreciable degree, his or her ability to drive a vehicle or perform work in the manner that an ordinarily prudent and cautious person, in full possession of his or her faculties, using reasonable care, would drive a similar vehicle under like conditions.

SECTION 5. VACATIONS

- A. Each employee having had one (1) year completed continuous service with his or her Employer shall receive a vacation of one (1) week with pay.
- B. Each employee having had two (2) years' completed continuous service with his or her Employer shall receive a vacation of two (2) weeks with pay.
- C. Each employee having had five (5) years' completed continuous service with his or her Employer shall receive a vacation of three (3) weeks with pay.
- D. Each employee having had twelve (12) years' completed continuous service with his or her Employer shall receive a vacation of four (4) weeks with pay.
- E. Each employee having had twenty (20) years' completed continuous service with his or her Employer shall receive a vacation of five (5) weeks with pay.

- F. Each employee having had twenty-five (25) years' completed continuous service with his or her Employer shall receive a vacation of six (6) weeks with pay.
- G. Vacation pay shall consist of an employee's normal and usual weekly or bimonthly earning of all time worked, exclusive of overtime, and shall be paid to the employee on the last day immediately preceding the actual commencement of the employee's vacation.
- H. Employee entitled to vacation with pay may take one (1) additional week without pay, to run consecutively with the paid week if desired by the employee. At least two (2) weeks' advance notice of vacation time shall be given by each eligible employee. Vacation period shall be fixed between April 1st and October 21st, both dates inclusive, unless the employee affected desires his or her vacation outside that period.

Once an employee has bid and been awarded vacation dates, an employee may cancel such vacation dates up to one (1) month prior the date(s) awarded. Absent a cancellation, the employee will be required to take and use vacation time as awarded.

It is agreed that employees will have the option to work part or all of their vacations rather than take time off. If an employee desires to exercise said option, employee must communicate his/her desire in writing to the Employer. Unused Vacation hours will be paid out in December each year.

Any vacation request submitted after the annual seniority vacation bid shall be awarded on a first to apply first to receive basis. All requests must be in writing with a date/time stamp affixed. The Employer agrees to confirm said requests within ten (10) working days.

No more than four (4) cashiers and one (1) lead will be authorized to take vacation during the periods of November 18 through December 1, December 16 through January 5 and June 25 through July 7 during each year of this Agreement.

- I. When a paid holiday falls within an employee's vacation, the employee shall receive an extra day's pay or an extra day of vacation with pay.
- J. Vacation time may be split. An employee who splits his or her vacation may exercise his or her seniority rights, for the initial vacation period, however, subsequent selection shall be made after all employees have made their initial selection. This applies to employees with two weeks or more vacation time. Vacation periods shall not be less than one week. Upon obtaining the permission of the Employer, an employee may use an available vacation day in one (1) day increments.

- K. All employees, except those disqualified by Section 12 (Part-Time, Casual and On-call Employees) of this Agreement, who have been employed thirteen (13) consecutive months or more, shall be paid upon termination any unused vacation pay computed at the rate of one-twelfth (1/12) of two (2) weeks pay for each completed month of employment in excess of twelve (12) months.
- L. All employees eligible for three (3) weeks' vacation after five (5) years of employment, except those disqualified by Section 12 (Part-time, Casual and On-call Employees) of this Agreement, who have been employed sixty (60) consecutive months or more, shall be paid upon termination any unused vacation pay computed at the rate of one-twelfth (1/12) of three (3) weeks pay for each completed month of employment in excess of sixty (60) months.

All employees eligible for four (4) weeks' vacation after twelve (12) years of employment, except those disqualified by Section 12 (Part-Time, Casual and On-call Employees) of this Agreement, who have been employed one hundred forty four (144) consecutive months or more, shall be paid upon termination any unused vacation pay computed at the rate of one-twelfth (1/12) of four (4) weeks pay for each completed month of employment in excess of one hundred forty-four (144) months.

All employees eligible for five (5) weeks' vacation after twenty (20) years of employment, except those disqualified by Section 12 (Part-Time, Casual and On-call Employees) of this Agreement, who have been employed two hundred forty (240) consecutive months or more, shall be paid upon termination any unused vacation pay computed at the rate of one-twelfth (1/12) of five (5) weeks pay for each completed month of employment in excess of two hundred forty (240) months.

All employees eligible for six (6) weeks' vacation after twenty-five (25) years of employment, except those disqualified by Section 12 (Part-Time, Casual and On-call Employees) of this Agreement, who have been employed three hundred (300) consecutive months or more, shall be paid upon termination any unused vacation pay computed at the rate of one-twelfth (1/12) of six (6) weeks pay for each completed month of employment in excess of three hundred (300) months.

SECTION 6. HEALTH & WELFARE: MAJOR MEDICAL, DENTAL, ORTHODONTIA, PRESCRIPTION DRUG, VISION COVERAGE, ACCIDENT & SICK, LIFE INSURANCE

During the life of this Agreement, the Employer shall provide to the employees a Health and Welfare Plan and shall pay to the administrator of the Bay Area Automotive Group

Welfare Plan the premium and administrative cost as provided for in the appropriate Trust Agreement and amendments thereto.

All eligible employees, after employed for six (6) months, who have completed ninety-six (96) hours of work or more in the previous month shall be eligible for coverage under such plan on the first of the month following completion of ninety-six (96) hours of work or more.

Premiums must be paid by the tenth (10th) day of the current month. Any Employer who fails to provide his or her employees with insurance benefits described above and who fails to pay the required premiums by the tenth (10th) day of the current month shall be held responsible to the employees herein covered for the benefits which would have been provided by such insurance coverage. It shall not be a violation of this contract for the Union to take necessary economic action upon failure of the Employer to pay premiums as above provided.

For each eligible employee, the Employer agrees to pay the premium and administrative cost of the Health and Welfare, to include major Medical, Prescription Drug, Orthodontia, Life Insurance, Dental, Vision Coverage, Accident & Sick Coverage and Kaiser Option.

The Employer will contribute \$1,109.05 to the Trust Fund per month for each eligible employee. It is understood that the Employer contributions referenced above may be increased as determined by the Trust Fund Agreement in order to maintain such benefits at the same level as presently in effect. The level of Health and Welfare benefits will be maintained.

The Employer agrees to abide by all terms and conditions of the Trust Agreement creating such Health and Welfare Funds as they have been or may be modified, altered or amended, and all regulations and rules of the Board of Trustees of such Trust.

KAISER OPTION: There shall be a Kaiser option effective in each year of the contract.

Each employee shall have the option of coverage under the Bay Area Automotive Group Welfare Fund or Kaiser Foundation Health Plan, Kaiser Plan No. 377 coverage. Each new employee shall make such selection at the time active employment starts. The Employer shall pay the Kaiser coverage in full and maintain-benefits on future increases.

Contractual vacations and holidays shall be counted as time worked for the purposes of this Section.

If during the term of this Agreement, a federal Health and Welfare program is established by legislation, this Agreement may be opened by the Union for the purpose of integrating or coordinating with the Federal program.

New Employees hired after the ratification of the 2008-2012 Agreement shall be eligible for medical benefits subject to the following schedule:

1st 6 months no medical benefits

Employer contributions commence on the first day of the 7th month Basic Major Medical, Kaiser Prescription Drug, & Life Ins.

10th Month and thereafter Vision, Dental, Orthodontia Accident and Sick

All employees who are eligible in a month under Policy No. 4026, or equivalent benefits under a different carrier, with maintenance of benefits, parties agree to seek change in carriers if identical benefits can be obtained by the Board of Trustees has been covered under the Bay Area Automotive Group Welfare Fund within the last twelve (12) months prior to hiring, the employee shall be entitled to full benefits starting with the first eligible month with the Employer.

It is understood that the Employer contribution may be increased as determined by the Trust Fund agreement in order to maintain such benefits at the same level as presently in effect. Effective July 1, 2017, the Employer will contribute \$1,109.05 to the Trust Fund per month for each eligible employee.

The level of Health and Welfare Benefits shall be maintained on future increases commencing July 1, 2018.

The Union agrees to re-open negotiations within seven (7) days' written notice by the Employer in the event that the key provisions of the Affordable Care Act (the "Act") become effective and if there is a risk that the Employer will be subjected to penalties or fines for the Fund's non-compliance with the Act or due to the Employer's participation in the Fund.

SECTION 7. PENSION PLAN

The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee performing bargaining unit work the sums as specified below, for each straight-time hour for which compensation was paid to a maximum of 2080 hours per calendar year. Such contributions must be made by the tenth (10th) day

of each month. Contractual vacations and paid holidays shall be counted as time worked for the purpose of this section.

The Employer will contribute an additional 16.5% to the Western Conference of Teamsters Program for Enhanced Early Retirement (PEER) 80. The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

For probationary employees hired on or after December 1, 2008, the Employer shall pay an hourly contribution rate of \$0.30 (including PEER/80) during the probationary period as defined in Section 2, but in no case for a period longer than the ninety (90) calendar days from an employee's first date of hire.

Contributions shall be made on the same basis as set forth in Section 7 of the Agreement. After the expiration of the probationary period as defined in Section 2, but in no event longer than ninety (90) calendar days from the employee's first date of hire, the contribution shall be increased to the full contractual rate.

FULL CONTRACTUAL RATE:

Effective July 1, 2017, the total contribution including PEER 80 to the Western Conference of Teamsters Pension Trust shall be \$2.40 per hour. Effective July 1, 2018, the total contribution including PEER 80 to the Pension Trust shall be \$2.52 per hour. Effective July 1, 2019, the total contribution including PEER 80 to the Pension Trust shall be \$2.65 per hour. .

The Employer agrees to abide by all terms and conditions of the Trust Agreement creating such pension funds as they have been or may be modified, altered or amended, and all regulations and rules of the Board of Trustees of such Trust.

The Employer further agrees to abide by and be bound by, the method of selection of the Trustees of such Trust as specified in such Trust.

Any firm which fails to pay into such Trust Fund the monthly sums above provided shall be held responsible to the employees herein covered for the benefits which would have been provided by such pension coverage, and such firms shall pay all cost of collecting delinquencies, including attorney fees.

If the Trustees of the above Pension Trust fund find that an Employer has failed to make the monthly payments as above provided, it shall not be a violation of this Agreement for the Union to take necessary economic action.

SECTION 8. SUPPLEMENTAL INCOME 401(K) PLAN

The Employer shall contribute to the Supplemental Income Plan 401 (k) Trust Fund on account of each employee performing bargaining unit work coming under the jurisdiction of the Union, for each straight-time hour worked the sums to be effective and computed as follows:

The Employer shall pay into the Supplemental Income Plan 401 (k) Trust Fund on account of each employee performing bargaining unit work for each straight-time hour worked.

Employees working under this Agreement shall have Supplemental Income 401 (k) Trust Fund Plan contributions, as outlined below:

1st-3rd months.	No Contribution
4th -51st months.	\$0.10 (ten cents) per hour
52 month & thereafter	\$0.30 (thirty cents) per hour

Effective 12/1/09 on the 4th month contributions shall be \$.30 per hour. No increases to 401-K plan contributions for life of Agreement.

Contractual vacation and holidays paid for but not worked shall be considered as time worked for the purposes of this Section.

The employer agrees to abide by all terms and conditions of the Trust Agreement creating such Trust Fund as it has been or may be modified, altered or amended, and to abide by all regulations and rules of the Board of Trustees of such Trust. The Employer further agrees to abide by, and be bound by the method of selection of the Trustees of such Trust as specified in said Trust Fund.

If the Employer fails to pay the Trust Fund the monthly sums above provided, the Employer shall be responsible to the employees herein covered for the benefits, which would have been provided by such Supplemental Income Plan 401 (k) Plan coverage. The Employer shall pay all costs of collecting delinquencies, including attorney fees.

All contributions required to be made by this Section must by the tenth (10th) day of each month. Employees may participate, and the Employer shall facilitate, the Supplemental Income 401 (k) Plan, through the Union administrator, on behalf of all members working under this Agreement.

The Employer will make or cause to be made payroll deductions from participating employee's wages in accordance with each employee's salary deferral election subject to compliance with ERISA and Tax Code Provisions. The Employer will forward the

withheld sum to the Supplemental Income 401 (k) Plan, or its successor, at such time as such form and manner as required pursuant to the plan trust and the paycheck deductions shall be before-tax contributions.

SECTION 9. HOLIDAYS

- A. New Year's Day, Thanksgiving Day, M. L. King, Jr. Birthday, Christmas Day, President's Day, , Memorial Day, , Independence Day, Labor Day, Four (4) Floating Holidays
- B. The following holidays when worked, shall be paid for at double the straight-time rate of pay: Rev. Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Independence Day, . To receive the double straight-time rate of pay for hours worked on these holidays, the employee must work his or her scheduled day of work before and scheduled day of work after the holiday.
- C. The following holidays when worked, shall be paid for at two and one-half (2-1/2) times the straight-time rate of pay: Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. To receive payment at two and one-half (2 ½) straight-time for hours worked on these holidays, the employee must work his or her scheduled day of work before and scheduled day of work after the holiday.
- D. Floating Holidays: Floating Holidays to be mutually agreed upon by the Employer and each employee. At least two (2) weeks advance notice of floating holiday to be given by employees.
- E. When not worked, the above listed holidays shall be paid for at the rate of straight-time pay on the basis of hours normally worked, whether such day occurs within or outside an employee's workweek.
- F. In order to be eligible for holiday pay when no work is performed, an employee must work or be available for work on the last regular workday immediately prior to a holiday and on the first regular workday immediately
- G. following that holiday unless that employee can show a justifiable excuse to his or her Employer and the Union. An employee who fails to report as scheduled for work on a holiday shall forfeit his holiday pay unless that employee can show a justifiable excuse to his or her Employer and the Union. The Employer shall give at least one (1) week's notice to the employee of a contemplated shift change.

- H. A paid holiday shall be considered a day worked, except that if a paid holiday falls on an employee's day off, such paid time shall not constitute "hours worked" for overtime purposes. Holiday pay for hours not worked will, however, count for health benefit eligibility and for purposes of calculating hourly pension contributions.
- I. Employees required to work on the sixth (6th) consecutive day and when that sixth (6th) day falls on a negotiated HOLIDAY will be paid two and one-half (2-1/2) times his or her regular salary.
- J. When any of the above holidays fall on Sunday, the day observed by the State or the Nation shall be considered as the holiday.
- K. Holidays during the first year of employment: New Year's Day, Rev. Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

After 12 months of employment, add four (4) floating holidays. Unused floating holidays will be paid out in December of each year.
- L. Whenever an employee is off the job for reasons of bona fide illness or injury for a period of up to thirty (30) days, the employee shall receive pay for any holiday falling within that time period. Employee must be on State Disability or Workers Compensation to be eligible.
- M. When any of the holidays are observed by the State or Federal Government on a different day, the Federal declaration shall take precedence and such day shall be observed as the holiday under the terms of this Agreement except Christmas Day, December 25, which will always be observed on the day it occurs.
- N. The Employer shall post a Holidays schedule for each garage or lot with 2 weeks advance notice.
- O. When two or more paid holidays fall within one day, the employee shall receive an extra day off with pay.

SECTION 10. SICK LEAVE

- A. Employees shall be credited with the full complement of nine (9) sick days as of March 1st of each year. An employee's final paycheck may be reduced by the number of days taken but not earned, in the event of resignation or termination.

This garnishment of "unused" sick days shall reflect benefit otherwise earned under an accrual formula.

- B. Sick leave will be payable on the first day of an employee's absence due to illness or qualifying need for leave. If an employee has used all of his or her Hospital Pay, he or she will be eligible to use available sick pay on the first day if he or she is readmitted to the hospital and Hospital Leave Pay is exhausted.
- C. Sick leave is specifically payable for regularly scheduled workdays only at the employee's straight-time rate of pay.
- D. New employees upon completion of twelve (12) months of employment shall be entitled to the full complement of paid sick days effective as of March 1st of each year. For the initial period of service, prior to March 1st, an employee shall receive a pro-rata of his or her accumulated sick pay compensation, payable during the first payroll period in February.
- E. Accumulation: During the life of this Agreement an employee upon termination for any reason, except proven theft, shall receive a pro-rata of accumulated sick pay compensation within seventy-two (72) hours.
- F. Regular part-time employees who work less than twenty (20) hours a week shall not be eligible for sick pay compensation.
- G. Regular part-time employees who work twenty (20) or more hours a week shall be eligible for pro-rata sick pay.
- H. All employees presently employed for one year or more, by the same Employer, shall receive all unused sick pay, payable in cash at the accrued rate of pay during the first payroll period in February.
- I. If any employee takes no days off on sick leave between March 1st and April 30th of each year, the employee has an option of electing, in writing to the Employer by March 1st of each year; an additional vacation week and employee shall be paid the full complement of sick pay for five (5) days off.

Employees may accumulate up to a maximum of fifteen (15) days' sick pay carried forward year to year at the accumulated rate of pay. An employee or his/her estate shall collect all unused sick pay on resignation or death.

- J. Any employee found accepting or claiming benefits under this Section by reason of false statements or documents shall be subject to disciplinary action.
- K. In addition to the foregoing, the Employer agrees to comply with the requirements of the San Francisco Sick Leave Ordinance.

SECTION 11. HOSPITAL LEAVE PAY

Each full-time employee with one or more years of seniority shall receive three (3) days of Hospital Leave Pay each year. Such Hospital Leave Pay is to be used prior to the sick pay as described above. Such Hospital Leave Pay is to be used only when the employee is admitted overnight as a patient in a regularly constituted, fully equipped licensed hospital. The employee must be hospitalized overnight. The employee must provide sufficient proof.

The Employee will be paid his or her regular straight-time hourly rate of pay for eight (8) hours each day while confined in said hospital until he or she reaches the limits herein contained. The employee may accumulate unused Hospital Leave Pay for a maximum of nine (9) days, and there shall be no cash out of Hospital Leave Pay.

Hospital Leave Pay shall integrate with any State Disability Benefits Program.

SECTION 12. PART-TIME, CASUAL / ON-CALL EMPLOYEES

- A. Regular part-time employees-Regular part-time employees are defined as those ordered to report to work at regularly specified intervals. Regular part-time employees shall be subject to the following:
1. Regular part-time employees shall be paid according to the time employed but must be guaranteed at least four (4) hours pay per shift, and overtime provisions, as contained in Section 14 of this Agreement shall apply.
 2. Regular part-time employees and casual employee who work less than twenty (20) hours per week shall not be eligible for vacation pay or for paid holidays when not worked. Benefits under the Health and Welfare, Major Medical Orthodontia, Accident and Sick, Dental, Drug and Vision Coverage (Section 6) apply only after they have completed more than ninety six (96) hours of work in the preceding month of their employment.
 3. Part-time employees are eligible for holiday pay and shall be paid on the basis of hours normally worked.
 4. Part-time employees shall receive the applicable premium rate of pay for hours worked on any holiday named in this Agreement.
 5. Regular part-time employees who normally work less than twenty (20) hours but sixteen (16) or more hours shall receive three (3) hours pay for each holiday named in this Agreement for which he or she is scheduled to work but which does not work because the Employer is closed for the holiday.
 6. Part-time employees shall be given first consideration for full-time positions.

7. Part-time employees shall be guaranteed four and eight-hour shifts. All employees ordered to report or working four hours or less shall receive four hour's pay; all employees ordered to report or working more than four hours shall be limited to the straight-time working hours specified in Section 12.
8. Regular part-time employees who work sixteen (16) or more but less than twenty (20) hours shall accrue paid vacation on a pro rata basis based on the number of hours worked.
9. Separate seniority lists shall be maintained for all new part-time employees. A part-time employee shall have seniority on a part-time list, but if a part-time employee becomes a full-time employee, he or she shall be credited with seniority for one-half the time worked as a part-time employee.

B. On-Call Employees.

1. All employees not on a regular shift, by choice or otherwise, shall be placed on the "ON-CALL LIST" in his or her seniority order, and will be designed as "ON-CALL" employees.
2. On-call employees shall not pass available work more than three (3) shifts in any thirty (30) day period. On the sixth (6th) pass in any sixty (60) day period, the employee shall be terminated subject to the grievance procedure.
3. Hold down: a hold down shall be constituted by a temporary vacancy of five (5) working days or more. Hold downs will have either a specific ending date (i.e. coverage for vacations, leaves of absence, etc.) or for an indefinite period of time -coverage for extended sick leave.
4. On Call employees on hold downs will assume the status of regular employees for the duration of the specific hold-down, and he or she will be removed from the On-Call for the duration of the same hold-down.
5. An On-call employee shall not receive overtime pay as a result of a successful hold-down bid that runs concurrent with previous weeks work.
6. If a shift or "hold-down" is not bid on, it will be given to the junior On-call employee.
7. On-call employees will be called, in seniority order for the following day's work. The supervisor on duty will follow this procedure.

- a. Do not call employees on a vacation, hold-down, leave of absence, disability, or extended sick leave.
- b. An employee, who has passed up a shift, whether eight (8), or less than eight (8) hours, passes for the entire day.
- c. Calls are to be made off the On-call list in seniority order. Once the entire list of available employees has been exhausted, start again at the top of the On-call list. Again, call all On-call employees who have not yet accepted an assignment, in seniority order.

When calling On-call employees, the phone is to be allowed to ring at least ten (10) times. If no answer, redial to ensure that the correct number has been called. Again let the phone ring ten (10) times. In the event of a busy signal, wait a few minutes and redial.

1. "ON-CALL" WORK WEEK DEFINITION

"On-Call" personnel shall have a workweek that commences at midnight on Saturday and ends at 11:59 p.m. the following Friday.

2. SHIFT AVAILABILITY RESTRICTION

It is also agreed that all Employees on the "On-Call" List July 1, 1993 will have the privilege of restricting their times of availability by formally notifying New South Parking (SFIA) of those times. Any employee added to the "On-Call List" after July 1, 1993 will not be allowed to restrict their times of availability.

SECTION 13. RATES OF PAY

	7/1/17	7/1/18	7/1/19
A. Journeyman	\$23.73	\$24.56	\$25.41

B. Progression rate wages and scale:

An employee working under this Agreement as of December 1, 2003, and all employees hired after that date, shall be placed at the applicable progression rate based upon his or her seniority, and shall be credited with the full amount of seniority for purposes of advancement through the following wage progression:

Progression Rate	12/1/16
Mos. 0-3	\$16.50
Mos.4-12	\$17.00
Mos. 13-16	\$17.50

Employees on the 17th month of employment shall become a journeyman and be paid the thereafter rate.

Senior progression rate employees who have been employed for sixteen (16) months shall be entitled to the journeyman rate of pay in effect.

It is understood that employees in seniority order shall be bumped up to the journeyman rate of pay in effect if the Employer exceeds the twenty-five percent (25%) rule.

Beginners and progression employees shall not exceed twenty-five percent (25%) of the journeyman employees.

Supplemental Dues:

Effective on 12/1/2010, \$0.20 (twenty cents) per hour for each straight time hour worked supplemental dues for a total on account of each employees performing bargaining unit work. The sum of \$0.20 (twenty cents) per hour for each straight time hour worked has been adjusted out of Section 13 of this Agreement.

SECTION 14. WORK WEEK, HOURS AND OVERTIME

- A. The workweek for all employees commences at 12:00 a.m. Saturday and ends at 11:59 p.m. the following Friday. The workweek shall consist of forty (40) hours, five (5) workdays of eight (8) hours each to be worked within nine (9) hours.

The Employer has provided the Union a list containing the names of seventeen (17) employees whose holiday pay will be curtailed workweek as defined above. The seventeen identified employees shall receive one (1) additional paid holiday per contract year. The seventeen employees are generally scheduled to commence work at 5:00 p.m. or later and may receive less holiday pay for holidays worked as the Employer's workweek policy provides that employees will only be paid a holiday premium for hours actually worked on a holiday.

- B. No split work week unless approved by the Union in any one instance, by a letter of understanding.

- C. Lunch Period: All employees shall be entitled to a minimum of one-half hour and a maximum of one hour lunch period. The lunch period shall commence not less than three and one-half (3-1/2) but before five (5) hours after the employee's starting time, except where otherwise agreed by the Employer and employee.
- D. Rest Period: Each employee is required to take a ten (10) minute paid rest period during each consecutive four (4) hour block of work. Each employee is responsible for notifying a supervisor of his or her need for a break. If an employee is denied a break, he or she must notify the General Manager in writing within twenty-four (24) hours of such denial.
- E. The Employer shall give at least one (1) week's notice to the employee of any contemplated shift change. This provision can be waived by mutual consent of the Employer and employee.
- F. All work performed in excess of eight (8) hours per day and/or five (5) days per week shall be paid for at the rates specified in Section 13 of this Agreement. Overtime must be paid by check and shall not be traded for time off.
- G. All work performed in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2) of the prescribed rate. Time worked on the sixth (6th) consecutive day of any one week shall be paid at the rate of one and one-half (1-1/2) of the prescribed rate. Time worked on the seventh (7th) consecutive day of anyone week shall be paid at the rate of double (2 times) the prescribed rate.
- H. All time worked in excess of twelve (12) hours in any one work day shall be paid for at double (2 times) the employee's rate of pay.
- I. Maximum Rate: Maximum rate payable under this Agreement is triple (3 times) the straight-time rates based on the rate applicable.
- J. Forepersons, Lead Worker Supervisor: Forepersons and Lead Worker Supervisor shall be paid a minimum of seventeen and one-half percent (17.5%) above the Journeyman rates specified in Rates of Pay. A Foreperson, Lead Worker Supervisor, is defined as one who has been designated as such by the manager or owner of the business, and is entitled to all provisions of this Agreement. A Senior Lead Worker shall be twenty five percent (25%) above the Journeyman rates specified in Rates of Pay.
- K. No Reduction: No full-time employee working less than the maximum hours or receiving more than the minimum wage set forth herein shall suffer an increase in hours or a reduction in wages by reason of the signing of this Agreement and

conditions of employment now existing in any place of business more favorable than specified in this contract shall be maintained. This Section shall not apply to commissions, now or in the future, paid to employees for sales of tires or other commodities where special incentive allowances are made.

- L. Hour Guarantees: Four (4) and eight (8) Hour Guarantees: All employees ordered to report or working four (4) hours or less receive four (4) hours pay; all employees ordered to report or working more than four (4) hours shall receive not less than eight (8) hours pay. These guarantees shall be limited to the straight-time working hours.
- M. The Employer may establish a six (6) hour work day, said schedule will be posted for bid and will only be implemented if employees voluntarily bid for the shift. No full-time employees shall be scheduled for a six (6) hour workday if he or she does not volunteer.
- N. The Employer may establish a four (4) day, ten (10) hour workweek. Said schedule will be posted for bid and will only be implemented if employees voluntarily bid the shift.
- O. The employee shall be off Friday, Saturday, Sunday or Saturday, Sunday, Monday, but no employee will be required to work a four (4) day, ten (10) hour work week.
- P. All time worked in excess often (10) hours per day and /or forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2). The sixth (6th) consecutive day worked will be paid at double (2 times) the regular straight-time pay and the seventh (7th) consecutive day worked shall be paid triple (3 times) the straight time rate of pay.
- Q. Employees on a four day week required to work on the fifth (5th) day when it falls on a negotiated Holiday, shall be paid two and one-half (2-1/2) times the regular straight time rate of pay. Employees on the four day week required to work on the sixth (6th) day when it falls on a Holiday shall be paid triple (3 times) the straight time rate of pay.
- R. The Employer may establish a split shift. Said shift shall only be implemented if an employee volunteers. A split shift shall be within twelve (12) consecutive hours. Four (4) hours on, four hours off, four (4) hours on. No employee shall be scheduled for a split shift if not voluntary. Volunteer employees shall be paid a premium often percent (10%) above employee's rate of pay.

Employer's Split Shift Ratio

Ratio Employees	Equivalent
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50	1
50-100	3
100-150	4
150-200	5
Over 200	6

SECTION 15. DUTIES

The duties of employees shall consist of the following: Cleaning, Washing, Polishing, Lubrication, Parking Vehicles, Cashier, Attendants, Checking Coin Boxes, Non-Attendant Parking Lot Checking, Traffic Director, Shuttle Drive, Customer Service Attendant, Ambassador and all other incidental duties necessary to the maintenance and operation of the business.

Cashier is one who makes change for service enumerated in the Agreement and may do daily ticket audit.

SECTION 16. ACCIDENT & SICKNESS DISABILITY PLAN

The Health and Welfare Plan provided for in Section 6 of this Agreement includes the following accident and sickness disability plan benefits:

- A. First work day -when disabled because of accident or when hospital confined for either illness or accident.
- B. 14th work day-when disabled because of an illness
- C. The maximum benefit payment is \$200.00 per week payable for a maximum of twenty-six (26) weeks for any disability.
- D. Employees must be on State Disability or Workers' Compensation to be eligible.
- E. Eligibility of Employees: All employees who have qualified for benefits under Section 6.
- F. Regular part-time employees who have qualified for benefits under Section 6 shall receive \$30.00 benefit maximum.
- G. Contractual vacations and holidays paid for but not worked shall be considered as time worked for purposes of this Section.

- H. The Employer agrees to increase its payments and to pay in full any additional sums necessary to maintain these benefits and administration costs.

SECTION 17. LEAVES OF ABSENCE (PAID)

A. JURY DUTY:

1. An employee with twelve (12) months or more seniority who is required to report for jury duty shall be reimbursed for losses in his or her regular wages up to a maximum of one hundred sixty (160) hours every two (2) years. An employee who does not qualify for paid jury duty leave shall be granted unpaid time off to serve jury duty in accordance with Section 18 Leave of Absence (Unpaid) of this Agreement.
2. Swing shift and Graveyard shift employees are not required to report for work on any day when retained for Jury Service over three (3) hours.
3. Day shift employees are required to report to work prior to reporting for Jury Service if there is sufficient time for a minimum of three (3) hours of work.
4. The Employer will grant jury duty pay to eligible employees who serve jury duty, provided the employee must: (a) Give notice of his or her summons to the Employer as soon as possible, and (b) Provide adequate proof of dates and time served and compensation received.
5. Any employee who has one (1) or more years' seniority with his or her Employer and has qualified for his or her initial vacation with that Employer, if called and reporting for jury duty will be entitled to the difference between jury duty pay and his or her regular daily rate of pay for each day of jury service. Days of jury duty and all fees paid shall be verified by the court official. Service not paid for by the court is not covered by this Section.
6. An employee dismissed from jury duty must immediately call his or her supervisor to determine when to return to work.

B. SUBPOENA: When an employee is requested or subpoenaed by the Employer to attend court or to be a witness for the Employer in any hearing, he or she shall be paid not less than a day's wages for each day at court.

C. BEREAVEMENT LEAVE: When a death occurs in the immediate family of an employee with one (1) year employment, he or she shall be entitled to a leave of absence of three (3) days with pay. Immediate family is defined as employee's father, mother, children, spouse, brother, sister grandparents, current stepparents,

current step grandparents, current in laws, and step-children living with the employee. The leave of absence shall be four (4) days with pay if the death is outside of California. The employee may be required to provide a death notice. Upon request of the employee, and if necessary, the employee may be granted an additional one (1) week unpaid leave of absence.

- D. **TIME OFF FOR VOTING:** If an employee does not have sufficient time outside of working hours to vote in a statewide election, he or she may, without loss of pay, take off up to two (2) hours of working time to vote. Such time shall be at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed. The employee shall notify the Employer at least five (5) working days in advance to arrange voting time. In addition, employees may serve as election officials on Election Day without being disciplined, but the Employer is not required to pay them for such absences.

SECTION 18. LEAVE OF ABSENCE (UNPAID)

- A. **Military Service:** Any employee who is inducted in the Armed Forces of the United States under the Military Selective Service Act, and who leaves a position (other than a temporary position) in the employ of Employer and (1) received a certificate relating to satisfactory completion of military service, and (2) makes application for reemployment within 90 days after being relieved from service, shall be reemployed by the Employer with the appropriate seniority, status and pay in accordance with federal provisions on veteran's reemployment rights.
- B. **Maternity Leave:** The Employer agrees to grant maternity leave. Upon return from maternity leave, the employee shall be entitled to be reinstated to the same or similar job the employee held prior to the commencement of the leave. The Employer is required to maintain Health & Welfare coverage as set forth in the Family and Medical Leave Act during and up to twelve (12) weeks.
- C. **Alcohol/Drug Rehabilitation:** Once during the term of this Agreement, an employee shall be permitted to take a leave of absence, up to a maximum of ninety (90) calendar days for the purpose of undergoing treatment pursuant to an approved program for alcoholism or drug use, consistent with the requirement of local, state and federal law. An employee on such leave of absence may not engage in any employment or services for any other competitive employer.
- D. **Personal Leave:** An employee may be granted a personal leave without pay during the life of this Agreement for reasonable personal business, including paternity leave. An employee requesting such leave may do so in writing. An employee shall

be entitled to a maximum of thirty (30) workdays for such leave. When operating conditions permit, the Employer may grant more, up to a maximum of six (6) months at the sole discretion of the Employer.

- E. An employee on leave as set forth above shall notify the Employer at least five (5) workdays before the beginning of the first shift to which the employee is scheduled to return.
- F. An employee requesting leave shall do so in writing to the personnel office, specifying the type of leave and dates desired. Requests shall be made as much in advance as possible, but at least thirty (30) days prior to the starting date if possible.
- G. Paternal Leave: The Employer will provide up to four (4) months of unpaid leave to employees for the birth or adoption of a child or to care for a seriously ill child, parent or spouse. The Employer may reject an employee's request for leave if the employee's spouse is already on leave or if the spouse is unemployed. Seniority shall accumulate during leaves. Employees shall be entitled to take a total of twelve (12) weeks leave during any twelve (12) month period as set forth in the Family and Medical Leave Act and the Employer is required to maintain Health & Welfare coverage during the twelve (12) weeks of leave.
- H. Medical Leave: Leaves of Absence may be granted by the Employer for illness or disability, with certification by a medical doctor, if requested by the Employer, equal to the employee's seniority with the Employer, but not to exceed three (3) years.

Leaves of absence due to Workers' Compensation Disability or sickness will not be limited, provide employee furnishes the Employer with satisfactory medical doctor certification if requested by the Employer. At least every three (3) months such disability or sickness must be certified.

Employees returning to their assignment from medical leaves of absence must give five (5) workdays advance notice to the Employer prior to returning to service.
- I. Civic Duty Day: All employees covered by this Agreement shall be granted one day's leave each year for Union business if called by the Union. For each employee who declines to take such leave, an unpaid leave shall be allotted to the bargaining unit. Such additional days shall be rotated among employees in order of seniority, i.e., the first additional day shall be offered to the most senior employee, and then to less senior employees until an employee accepts the leave day; the next additional day shall first be offered to the most senior employee who has not yet taken an extra day's leave, and so on. Employees wishing to schedule Civic Duty Day leave shall give the Employer reasonable notice for approval of such leave.

- J. School Visits Required of Employees: Employees who are parents or guardians of children in kindergarten through 12th grade shall be granted leave for required school visits under the following conditions:
1. The employee must give reasonable notice for time off.
 2. The employee provides proof that he or she visited the school if the employer requests. Proof means whatever documentation the school deems reasonable.
 3. The employee may take up to four hours in each school year, per child, to visit a child in school, especially if the school requests the attendance of a parent.
 4. The employee may utilize vacation time, personal time.
- K. The Employer is prohibited from discharging or discriminating in any way against an employee who is a parent or guardian called to school for the child's possible or actual suspension from school.

SECTION 19. NO STRIKES OR WORK STOPPAGES

A. No Strike: During the period of this Agreement, the Union agrees that its members will not engage in nor will the Union authorize or condone a strike or stoppage of work, except as provided herein, and the Employer agrees not to engage in any lockouts.

B. Right to Undertake Economic Action: Notwithstanding the above, the Union shall have right to take any legal and/or economic action including striking and picketing, against the Employer in the event of any of the following: (1) failure of the Employer to pay the required sums, including premiums and administration costs as provided for in this Agreement within thirty (30) days of the due date; or (2) failure of the Employer to meet the payroll of the employees covered by this Agreement unless this failure is due to acts of God or other matters of catastrophic nature beyond the control of the Employer. Nothing herein shall be deemed to preclude the Union at its option from utilizing the grievance procedure for any of the above claims in lieu of taking legal and/or economic action.

C. Picket Line: It shall not be a violation of this Agreement, and it shall not be cause for discharge, for any disciplinary action or for permanent replacement in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line, including any lawful primary picket line established by the Union and including any lawful primary picket lines at the Employer's place of business. However the lawful primary labor dispute or picket line must be sanctioned and must be approved by Local 665.

SECTION 20. GENERAL PROVISIONS

- A. **Business Representation:** The business representative of the Union shall be permitted to visit the place of employment for the purpose of seeing that the Agreement is being observed and complied with, provided however, that such business representative shall not interfere with the performance of work.
- B. **Sales Meetings:** An employee who is ordered to attend a sales service meeting after he or she has completed eight (8) hours of work or on his or her day off shall receive time and one-half (1-1/2) for the time spent in such meeting. This only applies if attendance at meeting is mandatory. Three days' notice of meeting must be given. There shall be no compulsory unpaid meetings on the employees' own time.
- C. **Uniforms and Laundry:** The Employer shall furnish and maintain any specified type or color of uniforms, coats, smocks, or coveralls, where such articles are required. The Employer shall also furnish all boots, aprons, tools, etc. Necessary for the work to be performed and rain gear where required. For employees hired after this Agreement is signed, the Employer shall deduct \$250.00 as a deposit for the return of issued uniforms, said deduction to be taken in the amounts of \$50.00 per month for five months. The deposit shall be returned to the employee at conclusion of the employment relationship when he or she returns the uniform and all apparel issued by the Employer, provided the Employer may make a pro-rata deduction from the deposit for items not returned.
- D. **More Favorable Conditions:** No employee working less than the maximum hours or receiving more than the minimum wage set forth herein shall suffer an increase in hours or a reduction in wages by reason of the signing of this Agreement, and wages and conditions of employment more favorable than specified in this Agreement shall be maintained.
- E. **Partnership:** The Union recognizes the right of bona fide partners or executives of corporations to perform a reasonable amount of manual labor, and such work shall be exempted from the working conditions of this Agreement. Any abuse of this privilege shall be handled in conformity with Section 30 of this Agreement. Only one partner shall be recognized as the Employer and excluded from the terms of this Contract.
- F. **Work Rules:** The Employer has the right to establish Work Rules, which shall be conspicuously posted and which the employees shall observe. On the effective date of this Agreement, the attached Work Rules (Appendix A) shall be in effect,

if the Employer so desires. Any changes to these Work Rules shall be negotiated and agreed to by the parties.

- G. Lie Detector Test: No employee or applicant for employment shall be required to take a lie detector test as a condition of employment or continued employment. The use of lie detector tests shall be voluntary.
- H. Pay Day Schedules: Pay days will be moved forward when banks are closed due to State or Federal Holidays and if a pay day falls on a Saturday or Sunday, the pay day will be rescheduled and move to the previous Friday.
- I. Responsibility: Employees shall not be responsible for damaged, lost or stolen property except in a case of proven negligence or failure to follow the employer's instructions.
- J. Working Managers, Foremen and Assistants, Lead Workers Supervisors: Managers, foremen and assistants, and Lead Worker Supervisors who do bargaining unit work shall have all the rights and privileges in the collective bargaining agreement.
- K. Pay Upgrade: An employee regularly employed in a lower pay classification who performs work in a higher pay classification shall be paid at the higher classification for the entire day.
- L. Commissions and Over scale: None of the following systems shall be employed to compute wages: Flat Rate, Piece Work, Task or Contract system. This Section shall not be construed so as to prevent the payment of commissions or bonuses over and above the minimum wage scale, nor shall the payment of bonuses or commissions be construed as payment for overtime work. There shall be no reduction in pay of employees being paid above contract scale. All such employees shall receive the increases as per the wage schedule contained in Section 13.
- M. Subcontracting: The Employer and the Union agree that stabilized employment is an important objective to be attained. Therefore, the Employer agrees that during the life of this Agreement, no worker services presently performed or thereafter assigned to the collective bargaining unit shall be subcontracted without prior notice to the Union and opportunity for the Union to consult with the Employer concerning the decision to subcontract.
- N. Acts of God: Guarantees shall not apply if the Employer is unable to operate due to an act of God, utility failure, government restriction, fire, flood, riot, civil

commotion, terrorism, the failure or refusal of the group of employees to report for or perform their work, or any cause beyond the control of the Employer.

- O. Commuter Checks: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement pre-tax wages to be used solely for the purchase of Commuter Check Vouchers, under the guidelines of the Commuter Choice Tax Initiative of 1998.
- P. Teamster D.R.I.V.E.: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his or her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction.
- Q. Direct Deposit: The Employer agrees to offer Direct Deposit of paycheck as that plan becomes available to hourly employees covered by this Agreement.
- R. Training: The Employer agrees to pay ten percent (10%) additional compensation to Journeyman employees covered by this Agreement who are assigned to train new hire employees.
- S. Ear Plugs: The Employer agrees to provide, upon request, Ear Plugs to any employee covered under this Agreement.
- T. Shop Stewards: Shop Stewards are allowed to advise and assist employees in the presenting of facts and information as needed in any disciplinary meeting. The Employer agrees to the following terms:

Management must inform the Steward of the subject matter of the interview and/or type of conduct being investigated.

The Steward must be allowed to have a private meeting of reasonable length with the employee prior to any questioning of said employee.

Stewards may speak and ask questions during the interview, but cannot insist that the interview be ended.

Stewards may object to confusing questioning and request that question be clarified so that the employee understands what is being asked.

Stewards may advise the employee not to answer questions that are abusive, misleading, badgering or harassing in nature.

Stewards may provide facts and information to justify the employees' conduct at the conclusion of the Employer's questioning and/or interview.

SECTION 21. TECHNOLOGICAL CHANGE

The Employer shall notify the Union fourteen (14) days in advance of any permanent layoff of employees, which is going to result from the installation of new equipment in order that the impact of such layoff upon the employees may be discussed.

If employees are displaced as a result of technological change, the Employer will make reasonable efforts to find work for such displaced employees if they are available and qualified to perform other work.

Employees who are laid off as a result of technological change shall not lose seniority under the seniority provisions of this Agreement until twelve (12) months of consecutive unemployment.

The provisions of this Section shall not be subject to the grievance-arbitration procedures of this Agreement.

SECTION 22. SAFETY

The Employer and the Union recognize a mutual obligation to encourage and promote safety in the workplace. The Employer may require employees to take certain reasonable precautions and to use certain protective devices in order to promote safety. The Employer agrees to abide by state and federal laws regarding safety.

SECTION 23. MANAGEMENT RIGHTS

Except as provided in this Agreement, the management of the Employer's operation and the direction of the employees, including all of the rights, powers, authority and prerogatives, which the Employer has traditionally exercised, are expressly reserved to the Employer.

The choice, control and direction of supervisory and management of staff shall be vested solely and exclusively in the Employer.

SECTION 24. COMPENSATORY INJURIES

Health and Welfare premiums are to be paid while employees are off on Workers' Compensation up to six (6) months with a maximum of two (2) times in the life of this contract and shall apply to the rest of this section.

1st three (3) months will be paid by the Bay Area Automotive Group Welfare Fund.

2nd three (3) months will be paid by Employer.

For those employees who have coverage under the Kaiser Plan the Employer shall pay six (6) months of such coverage two (2) times during the life of the Agreement.

Employer will not prorate vacations based on Workers' Compensation time off up to six (6) months. Absence due to Workers' Compensation injury shall not break the continuity of continuous service for the purpose of vacation eligibility and pay only up to six (6) months.

SECTION 25. CHANGE OF OWNERSHIP

In the event the Employer changes hands, the seller shall, at or prior to the date of change of ownership, pay off all obligations to employees, including unpaid wages, pro-rata of earned vacation, unpaid premiums or contributions on health and welfare, medical hospital and insurance plan, dental, orthodontia, vision, prescription drugs, life insurance, accident and sickness disability, pension and supplement income.

Before any sale, transfer, assignment, merger, lease or other legal change in the name or ownership, the Employer shall advise the Union in writing one (1) month in advance of such contemplated sale, transfer, assignment, merger, lease or other legal change in name or ownership. The Employer shall notify the Union in writing at least fourteen (14) calendar days prior to the actual effective date of any sale, transfer, assignment, merger, lease or other legal change in name or ownership. The date designated shall presumptively be the date of change of legal change in name or ownership.

Before any sale, transfer, assignment, merger, lease or other legal change in name or ownership made by the Employer, the Employer shall fully inform the purchaser, transferee, assign, lessee or other new owner as to all terms and conditions of this Agreement.

SECTION 26. CHANGE OF MANAGEMENT, LOCATION

In the event of a parking location changing from one firm to another, the former owner/firm shall, at or prior to the date of change, pay off all obligations to employees, including unpaid wages, pro-rata vacations, unpaid premiums, or contributions to the medical, dental, hospital, prescription drug, vision care and insurance plan and pension plan. The payment of pro-rata vacation shall include all employees, whether or not they have been on the payroll for more/less than one year.

The new owner/firm shall have sixty (60) days from the date of taking possession in which to decide whether to keep or terminate any employee and may terminate any such employee. During such sixty (60) day period, the new owner/firm shall be obligated to pay the wages, vacation, contributions toward hospital, medical and insurance plan, dental plan and pension plan and comply with all other conditions of this Agreement in effect at the time of the sale and transfer.

In the event that the new owner/firm continues to employ such employees for more than sixty (60) days after date of sale or transfer, such employees shall carry with them all seniority, vacations and pension rights accumulated during their employment by the former owner/firm and be carried on the books of the new employer as of the service starting date of the former Employer.

SECTION 27. DRIVER'S LICENSE

To be eligible for employment or continued employment, an applicant or employee must possess a valid California driver's license and must provide the Employer with a photocopy of his or her driver's license. In addition, every applicant for employment must obtain from the California Department of Motor Vehicles (DMV) a printout detailing his or her driving record and driver's license information.

Failure of an employee who parks motor vehicles to inform the Employer that his or her driver's license has been suspended or revoked may result in immediate termination. Failure of an employee to maintain or renew a current California driver's license may result in immediate suspension without pay until the employee obtains a valid California driver's license but not to exceed ninety (90) days. Provided that any current employee who has been allowed to work without license shall continue to be allowed to work so long as the employee's work assignment does not require driving a motor vehicle.

SECTION 28. EMPLOYEE WARNING NOTICE & CONDUCT OF EMPLOYEES

The Employer shall not discharge or suspend any employee without just cause and shall give at least two warnings of any complaint against such employee in writing to the employee before he or she is discharged or suspended. Discharge or suspension must be by proper written notice to the employee.

No warning notice need be given in the case of: 1. proven dishonesty, 2. being under the influence or possession of narcotics or intoxicating beverages or possession or drinking of the latter while on duty, 3. failure to report any accident which has resulted in personal injury or property damage, 4. willful destruction of property, 5. proven theft, 6. using a customer's vehicle for personal use without permission, 7. loss of driver's license, 8. not returning from a leave of absence, 9. leaving a place of employment before the completion of a designated shift, 10. breach of confidence, 11. three (3) consecutive days without report, 12. altering own timecard or another employee's timecard unless permitted to do so by Employer.

An employee may request an investigation of his discharge or suspension or any warning notice and the Union shall have the right to protest any such discharge, suspension or warning notice. Any such protest shall be presented to the Employer in writing within ten (10) days for discharge and thirty (30) days for suspension and warning, exclusive of Saturdays, Sundays and holidays after the discharge, suspension or warning notice, and if not presented within such period, the right of protest shall be waived.

The Employer shall give to a discharged employee a written notice of termination.

All notices of discharge, suspension or warning notices shall be issued within ten (10) days from when the occurrence involved took place, or within ten (10) days from when the Employer knew or should have known of the occurrence, excluding Saturdays, Sundays and contract holidays. If not presented within such period, the right to discipline shall be waived. There shall be no time limits in cases where the offense is proved theft.

No suspension shall extend for a period greater than fifteen (15) workdays.

Such warnings shall expire after twelve (12) months, unless there is a 2nd warning issued within twelve (12) months.

All warning notices shall be stricken and become null and void twelve (12) months from their date of issuance, provided the employee has not received another notice for the same type of infraction within that twelve (12) month period. When two (2) or more

correction notices have been issued in a twelve (12) month period, for the same type of infraction, the correction notices will stand as issued for a period one (1) year before being stricken from the records.

SECTION 29. TIME LIMIT FOR FILING A GRIEVANCE

- A. Discharge: An employee may request an investigation of his or her discharge; any such protest shall be presented to the Employer within ten (10) days excluding Saturdays, Sundays, and Holidays, after the employee becomes aware of the discharge. If not presented within such time period the right of protest shall be waived.
- B. All other complaints or disputes (excluding discharge) shall be presented to the Employer within thirty (30) days after the employee or the Union becomes aware of the complaints or disputes.
- C. Claims: All money claims against the Employer must be made within thirty (30) calendar days of alleged violation and settlements made shall not exceed the last ninety (90) days of employment.

SECTION 30. GRIEVANCE PROCEDURE, ADJUSTMENT BOARD OR MEDIATION, ARBITRATION

- A. Any grievance that cannot be settled directly by the Local Union Business Representative with the location manager of the Employer shall be reduced to writing and referred by the Union Business Representative to the local Employer representative or the designated representative of the Employer within seven (7) working days.
- B. All complaints concerning a violation of the Agreement, all questions or disputes concerning the meaning, interpretation, application or enforcement of this Agreement which are not settled in the manner above provided within five (5) business days, unless mutually extended, shall be referred to a Board of Adjustments upon written requests of either party, who shall specify the nature of the complaint in such requests. If mutually agreed between the parties, the grievance shall proceed to an impartial mediator selected from the Federal Mediation and Conciliation Service instead of the matter proceeding to a Board of Adjustment. The mediator will issue a non-binding recommendation to the parties. Either party to the mediation may reject the non-binding recommendation by demanding Arbitration in accordance with Section 32 (D) below within ten (10)

business days of receiving the non-binding recommendation; otherwise it shall become final and binding.

- C. The Board of Adjustment shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. No member of the Union or any representative of the Union directly involved in, or a party to the dispute, and no Employer or Representative or Attorney of any Employer directly involved in, or a party to the dispute, shall be eligible to serve as a member of the Board of Adjustment. A decision by a majority of the members of such Board shall be final and binding on all parties. If mutually agreed, the Board of Adjustment may take place on the date that has been set aside for other Board of Adjustments to meet; otherwise it will meet at the parties' convenience.
- D. In the event that the Ad
- E. justment Board is unable to reach a decision by majority or unanimous vote on any such matter, or a party is dissatisfied with the non-binding recommendation of the mediator, the party may bring the matter to impartial arbitrator by demanding arbitration in writing to the Federal Mediation and Conciliation Service within ten (10) business days of receiving notification from the Board of Adjustment or the mediator. The decision of the impartial arbitrator shall be final and binding. Each side shall pay one-half the charges of such Arbitrator. Selection of the impartial Arbitrator shall be from a list of five (5) names furnished by the Federal Mediation and Conciliation Service, with each side striking one (1) name in order to reduce the list to one (1) person. If the Arbitrator so selected cannot hear the matter within forty-five (45) days, a second Arbitrator selected by lot shall be the Arbitrator, and so on.

There shall be no transcripts of any arbitration unless the parties mutually agree to do so. No briefs shall be submitted and the arbitrator shall render a bench decision upon conclusion of the case, unless the time is extended by mutual agreement of the parties, but in no case shall the extension be in excess of five (5) working days.

Neither the Board of Adjustment nor the Arbitrator will have the authority in any manner to amend, alter or change any provision in the Agreement.

Time limits projected herein may be extended or waived by mutual agreement between parties.

The Employer will not discharge or suspend any employee without just cause.

If an Employer discharges an employee the wages and unpaid vacation at the time of discharge are due and payable immediately.

SECTION 31. SAVINGS

If any provisions of this Agreement is declared illegal or invalid by final decree of any lawful authority, such provision shall be modified to comply with the requirements of the law or shall be renegotiated for the purpose of adequate replacement.

SECTION 32. PROBABLE CAUSE TESTING

Probable Cause Testing: The Employer and the Union have agreed that drugs and alcohol have no place in the workplace. The Company has the right to implement a Drug and Alcohol Program, which includes a Drug and Alcohol Testing Program. If there is probable cause to believe that an employee has reported to work or is working under the influence of drugs or alcohol, he/she will be asked to submit to the testing procedures agreed to by the Employer and the Union.

Probable cause will include witnessed evidence of impairment by two (2) Supervisors or Leads.

Probable cause is based in, but not limited to, direct observation of one or all of the following behaviors:

Slurred speech

Disorientation Odor or alcoholic beverage on breath

Odor of marijuana Glassy or unusual appearing eyes

Sharp mood swings Unsteadiness-unable to walk a straight line

The witness to "probable cause" will exercise his/her best efforts to follow the steps as outlined below:

1. The supervisor will meet with the employee in an appropriate area to assure confidentiality.
2. The supervisor will explain to the employee the behavior that has been observed and concern the company has for the employee and the safety of others.

3. The supervisor will explain to the employee the testing procedures that he/she will be asked to submit to and the consequences of refusing to submit to testing will result in the termination of employment.
4. The supervisor will ask the employee to submit to testing.
5. The supervisor will document the employee's behaviors and the employee meeting. An employee from the Employer will drive the employee to the designated testing facility and remain at the facility until the testing procedures have been completed.

Testing without Probable Cause: An employee will be required to submit to a post-workplace accident or injury drug test even in the absence of probable cause. For testing without probable cause, the Employer will take no action on a positive test for marijuana for an employee who has a valid medical marijuana card unless the employee who tested positive drives as part of his or her job duties.

Arrangements must be made to take the tested employee home. Failure to cooperate with this testing procedure shall be ground for immediate termination. The designated testing facility will advise the Employer of the results of the standard drug and alcohol test as soon as possible. The employee will remain on suspension until the results are received.

-If the results are negative: The employee will be immediately reinstated with back pay.

-If the results are positive: The employee will be immediately discharged from his/her employment, unless the employee, within 24 hours of notification of the positive results, requests to enroll in a rehabilitation program. If the employee so requests, he/she will be required to complete the treatment program that the medical care provider recommends. Failure to complete the program within the terms specified by the medical care provider will result in discharge.

Any action taken will be immediately communicated to the Union Agent. To release specific information pertaining to the results of the test to any Union Representative will require written authorization from the employee.

Local 665 retains the right to grieve and arbitrate any complaints that may arise as a result of the testing program.

SECTION 33. EXPIRATION AND REVISION

This Agreement shall be in effect on December 1, 2016 and shall continue in effect until November 30, 2019, and from year to year thereafter for like terms, subject however, to revision by notice in writing by either party to the other sixty (60) days prior to the anniversary date. During such sixty (60) day period, conferences shall be held looking toward a revision of this Agreement. If negotiations extend beyond the anniversary date or expiration of this Agreement, no change shall be made in any terms or conditions of employment unless expressly agreed to by the parties. All revisions and wages shall be effective as of the anniversary date of this Agreement.

In witness hereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of 30th day of March, 2017.

For the Employer:

SP Plus Corporation
d/b/a New South Parking

By: [Signature]
Its: SVP - West Airports
Date: 3/30/2017

For the Union:

Teamsters Local Union No. 665

By: [Signature]
Its: Business Agent

LETTER OF UNDERSTANDING #1

This letter of understanding is entered into by and between New South Parking San Francisco International Airport (Employer) and Teamsters Local Union No. 665 (Union) for the purpose of clarifying several issues surrounding seniority and its application thereof. By signature below the parties hereby acknowledge the following resolutions as set forth and that these resolutions shall take precedent over any prior oral or written agreement or past practice.

1. ANNUAL SHIFT BID: Shift bids will be conducted once a year, typically in March, unless the Airport directs the Employer to conduct more frequent shift bids. In the event the Airport orders the Employer conduct more than one shift bid in a contract year, the Employer will notify the Union in advance of such bid(s) and will meet with the Union to discuss the impact of any additional shift bids. Shift bid positions in valet are subject to qualifications as specified by New South Parking.

Bids will be awarded based on seniority.

Bids will consist of days off and workday hours. The Employer may adjust workday start times by one-half (1/2) hour once a bid is in place with at least one (1) week's notice given to the employee. This provision can be waived by mutual consent of the Employer and the Employee.

Any employee who has not secured a shift during the bid process, by choice or otherwise, will be placed on the ON-CALL list in his or her seniority order and will be designated as an ON-CALL employee until the next shift bid.

Any employee who has secured a shift during the bid process, and later abandons said awarded shift shall be placed on the bottom of the ONCALL list at the time of abandonment until the next shift bid.

2. BARGAINING UNIT OFFICE STAFF: The bargaining unit office staff (OFFICE STAFF) shall remain on a separate seniority list from the other unit employees and shall not participate in the general shift bid. However, the office staff shall have their own shift bid in which said office staff shall be the only participants.

There shall be no commingling of the office staff and the other unit employees. However, during periods of vacation relief and emergency fill-in the Employer, at its sole discretion, may offer available office work to cashiers who are office-trained.

It shall be the Employer's prerogative to establish the frequency and duration of the office staff shift bid.

LETTER OF UNDERSTANDING #2

NEW SOUTH PARKING hereinafter referred to individually as the Employer, and TEAMSTERS LOCAL UNION NO. 665, affiliated with the International Brotherhood of Teamsters, covering the employment of persons at the San Francisco International Airport, agree that the following language shall supersede any language to the contrary contained in the parties' Collective Bargaining Agreement that is effective by its terms from December 1, 2008 to November 30, 2013, including but not limited to Section 2. Hiring, Section 29. Time Limit for Filing A Grievance, and Section 30. Grievance Procedure, Adjustment Board of Mediation, Arbitration, and said language shall be deemed to constitute the complete agreement of the parties and incorporated into the parties' Collective Bargaining Agreement:

NON-DISCRIMINATION: The Employer and the Union each agree that it will not discriminate against any employee covered by this Agreement by reason of his or her race, sex, religious creed, color, age, physical or mental disability, medical condition, marital status, national origin, ancestry, sexual orientation or Union activity. The Union and the Employer further agree to comply with all federal and California laws regarding employment (defined as wage and hour, leave of absence, equal employment and anti-discrimination, harassment and retaliation laws) and that any employee covered by this Agreement who believes that the Employer has violated his or her statutory rights under federal and/or state laws regarding employment shall present such a claim only under the Grievance and Arbitration procedure set forth in this Agreement within the time period(s) prescribed by the particular law(s). The employee may proceed to Arbitration represented by his or her attorney. The Employer will pay all the costs (fees and expenses) of the arbitrator. The California Code of Civil Procedure shall govern discovery and all discovery disputes shall be resolved by the arbitrator. The arbitrator is authorized to award all remedies and relief provided by law.

LETTER OF UNDERSTANDING #3

CASHIER ATTENDANT/INVENTORY LOT CHECKER ON-CALL PROCEDURES

Definition: On-Call personnel, by definition do not have a fixed work week. Therefore, the start of their workweek can be in accordance with the Labor Law.

A fixed workweek of Saturday through Friday will be established. The On-Call employee can work any five of the seven days to establish their forty hour workweek. This could give the employees split days off.

- All employees not on a regular shift, by choice or otherwise, shall be placed on the On-Call list in order of his or her seniority, and will be designated as an On-Call employee.
- On-Call employees shall not pass available work more than three (3) shifts in any thirty (30) day period. On the sixth (6th) pass in any 60-day period the employee shall be disciplined up to and including termination subject to the grievance procedure.
- An On-Call position is subject to availability two of the three daily shifts (day, swing, grave) seven (7) days per week. Shift availability shall be identical for all seven (7) days. If there is a day that an On-Call employee cannot work, it must be requested "off" in writing using a "Time off Request" form. Time off will be granted subject to rules governing time off requests.
- "HOLD-DOWNS": a temporary vacancy of five (5) working days or more shall constitute a Hold-down. Any acceptance of a Hold-down by an On-Call employee will be limited to either a period of 20 regular scheduled shifts or the return of the scheduled employee, whichever occurs first. Said acceptance obligates the On-Call employee to remain on the Hold-down for the duration. At the end of an existing Hold-down, either by expiration (20 shifts) or early return of the scheduled employee for whom the Hold-down is covered, the "On-Call" employee will resume his or her position on the On-Call list and be available to answer On-Call positions in that order. If that On-Call employee is the most senior available from the On-Call list, then he or she can elect to accept to continue the Hold-down if the scheduled employee continues with an authorized absence.
- A more senior On-Call employee may opt not to accept a Hold-down shift when offered. That On-Call employee then remains in his or her regular position on the On-Call list.

- There will be no "bumping" of any employees holding down a shift by any other employee, regardless of seniority for the duration of the hold-down period.
- On-Call employee on Hold-downs will assume the status of regular employees for the duration of the specific Hold-down. He/she will be removed from the On-Call list for the duration of the Hold-down.
- An On-Call employee shall not receive overtime pay as a result of a successful Hold-down bid that may run concurrent with previous week's work.
- If a shift of "Hold-down" is not accepted by any employee on the On-Call list, it will be assigned to the junior On-Call employee.
- On-Call employees will be called, in seniority order, for the following day's work. The supervisor on duty will follow this procedure.
 - A. Do not call employees on vacation, hold-down, leave of absence, disability, or extended sick leave.
 - B. An employee, who has passed up a shift, whether eight (8) or less than eight (8) hours, passes for the entire day.
 - C. Calls are to be made to employees on the On-Call list in order of seniority. Once the entire list of available employees has been exhausted, the last available on-call employee must take the open shift, (i.e. when a shift is open, proceed with above process calling available on-call employees #1 through #10: if an on-call employee denies or fails to respond, employee #10 must take the shift. If 2 shifts are open, employee #9 and #10 must take the shift, etc.) Again, call all on-call employees who have not yet accepted an assignment, in seniority order.
 - D. When calling On-call employees, the phone is to be allowed to ring at least ten (10) times. If no answer, redial to ensure that the correct number has been called. Again, let the phone ring ten (10) times. In the event of a busy signal, wait a few minutes, and then call again.
 - E. If a message is left, the employee is required to return the call within five (5) minutes or the shift will be offered to next eligible employee. **NOT RETURNING CALLS CAN BE CONSIDERED A DENIAL.**

APPENDIX "A" WORK RULES

Violation of the following rules may result in discipline or discharge, subject to the contractual grievance procedure.

1. The Employer shall have the right to request that an employee produce verification of illness or injury in cases where the employees is absent in excess of three (3) workdays.
2. Excessive absenteeism shall be cause for discipline and continued excessive absenteeism after warning shall be cause for discharge.
3. Employees shall not be under the influence of and/or possession of illegal intoxicants-alcohol or narcotics-at the Employer's premises during working time. Drugs shall not be used at work without written permission from a physician.
4. Gross insubordination.
5. Theft or embezzlement.
6. Deliberate falsification of Employer records, including timecards.
7. Unauthorized use to the Employers property or vehicles.
8. Fighting on Employer's time or premises.
9. Failure of the employees to obtain or maintain a current, valid driver's license; provided that any current employee who has been allowed to work without a license shall continue to be allowed to work.
10. Deliberate destruction of the property of the Employer, customers or other employees.
11. Refusal to comply with reasonable safety precautions required by the Employer.
12. Breach of confidence: no employee shall disclose any confidential information pertaining to the Employer's business.
13. Failure to report damage of a customer's car to your Employer.
14. Unauthorized removal from company premises of merchandise, money or property belonging to the Employer or other employees and customers.
15. Altering your own timecard or another employee's timecard unless permitted to do so by his or her Employer.

16. Leaving his or her place of employment before the completion of his or her designated shift, unless permitted to do so by his or her Employer.
17. Bringing weapons to the Employer's premises during work time.
18. Any warning letter or suspension issued for violation of any of these Rules shall be void after twelve (12) calendar months, provided the employee has not received another notice for the same type of infraction within that twelve (12) month period.
19. Parking Privileges: Any employee caught parking in a non-designated employee parking area will lose their parking privileges in the public garages, and will be permanently assigned parking in employee parking facility (currently Lot D).
20. Failure to provide satisfactory customer service despite initial training and any retraining.

Attachment 9: Theatrical Workers

(Admin code 21C.4)

the Project Collective Bargaining Agreement between the City and County of San Francisco and the International Alliance of Theatrical Stage Employees Bargaining Agreement, Local 16 for July 1, 2016 through December 31, 2016



2016

PROJECT COLLECTIVE BARGAINING AGREEMENT BETWEEN

CITY & COUNTY OF SAN FRANCISCO

AND

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED
CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA**

LOCAL NO. 16

Local 16 I.A.T.S.E.
240 Second Street, First Floor
San Francisco, CA 94105

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www.local16.org

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I. GENERAL PROVISIONS

This Collective Bargaining Agreement, hereinafter referred to as the CBA, is made and entered into on July 1, 2016 by and between **CITY & COUNTY OF SAN FRANCISCO**, hereinafter known as the Employer and Local 16 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, counties of Marin, Lake/Mendocino, Sonoma, Napa, San Mateo, Palo Alto/Stanford University and the City and County of San Francisco, located at 240 Second Street, San Francisco, California, hereinafter known as Local 16.

A. WITNESSETH

Whereas the Employer has the need to hire skilled technicians; and whereas Local 16 can supply such skilled stage technicians to the Employer; the Employer agrees to the wages and conditions hereinafter specified in this CBA,

B. RECOGNITION

The Employer recognizes Local 16 as the exclusive bargaining agent for all persons employed by the Employer, regardless of venue, who perform work under the jurisdiction of Local 16, whose jurisdiction includes: San Francisco County, Marin County, Santa Rosa, Lake County, Mendocino County, Sonoma County, Napa County, San Mateo County and Palo Alto/Stanford University.

C. SCOPE AND JURISDICTION

It is agreed that the Employer shall hire workers supplied by Local 16, regardless of venue, to perform all work that is by custom and practice performed by technicians under the jurisdiction of Local 16, including, but not limited to, general carpentry, ground cover for arena and stadium events including terraplast, plywood, tarps or any other cover that may be developed in the future, theater maintenance, construction and assembly of scenery and stages, properties, stage lighting, room lighting and associated electrical work, generator set up and operation, power distribution, all rigging, video, ENG and studio production, sound, laser, electronic recording, graphics presentation, and projection, including slide, video and motion picture projection, and any other work described in EXHIBIT A.

It is further agreed that the installation, operation and removal of computers that stand alone, are networked together or that are used for the operation, control or interfacing of any electrical, projection, audio or video equipment is work performed by technicians under the jurisdiction of Local 16.

It is further agreed that the Employer may utilize Local 16 technicians to layout, test, package, and prepare equipment as needed for specific shows. All such Local 16 personnel working on such a job will be covered by the wages and conditions of this CBA.

D. COMPENSATION

It shall be the ultimate responsibility of the Employer to ensure that each employee working under this agreement is compensated properly in accordance with the provisions herein. It is the Employer's responsibility to review all payroll reports, whether executed by a payroll marshal, a third party payroll company, or a union steward, to assure that all employees are paid for the hours worked each day, that all minimum calls are covered and that they are paid at the appropriate rates.

E. RULES AND REGULATIONS

The Employer shall have the right to establish rules and regulations as may be deemed necessary for the conduct, dress, management, job performance and working conditions of the company, and the Union agrees that its members will obey all rules and directions of any authorized representative of the Employer, insofar as any rule or direction does not expressly conflict with the terms and conditions of this Agreement or other pertinent regulations.

F. NEW CATEGORIES AND CLASSIFICATIONS

It is agreed that the Employer shall notify Local 16, as soon as practical but not less than thirty (30) days in advance, of the creation of any new category and/or classification not mentioned in this CBA and to meet and confer with Local 16 with respect to whether such a category and/or classification falls properly within the scope of this CBA and, if it is determined that it does, to bargain with respect to the minimum wage for the category and/or classification.

II. DEFINITIONS

A. RIGGING

The category of rigging is to include the installation, operation, maintenance, and repair of counterweight systems, aerial winches, the spotting of lines, block and falls, motorized hoists and truss, traveler tracks, and/or all types of theatrical apparatus which are attached to or hang from beam, grid or ceiling, etc.

When motorized hoists are to be activated or when a performer is to be flown a Head rigger must be present.

Local 16 agrees that, when requested, technicians referred to employment as head rigger shall be certified through the Entertainment Technician Certification Program (ETCP). In the event that a facility or an employer requires or requests that an ETCP certified technician be employed in specific positions, that technician shall receive a \$2.00 per hour increase in their hourly wage.

When rigging is performed without an elevated work platform there shall be a minimum of three (3) riggers present (the third person may be a Local 16 technician trained in fall protection and rescue).

B. HEAD OF DEPARTMENT

Whenever a master sound technician (A1), master electrician, master carpenter, head rigger video engineer (EIC), property master, head projectionist (P1), teleprompter, special effects head, webcast technician, network engineer, high resolution routing engineer, graphics operator, or head computer technician (C1) is required to set up a show by virtue of installing equipment, patching, cueing and performs said work during the show, that employee shall be paid at the head of department scale. The following shall also be classified as Head of Department:

1. When there is an event with three (3) or more camera operators, one (1) camera operator shall be paid as the head of department.
2. Front of House, sound and Lighting board operators in General Sessions.
3. When an A-2 audio technician installs and/or operates equipment that has a combined total of twelve (12) or more wireless frequencies (such as, but not

limited to, wireless microphones, wireless intercom, in-ear monitors, IFB monitors) they shall be designated as head of department for the duration of the entire call.

4. Any employee contacted directly by the employer shall be listed on the call as "must be" and shall be compensated as a head of department.
5. Local 16 agrees that, when requested, technicians referred to employment as a Head Electrician (not as a board operator only) shall be certified through the Entertainment Technician Certification Program (ETCP). In the event that a facility or an employer requires that an ETCP certified technician be employed in specific positions, that technician shall receive a \$2.00 per hour increase in their hourly wage
6. A projectionist shall be paid as a Head of Department when:
 - a. projectionist is used to converge projectors on one screen, or use LED wall and/or plasma wall systems;
 - b. there is a blended screen used with additional displays;
 - c. there are two (2) to eight (8) active projectors. There shall be additional Head for each succeeding eight (8) active projectors.
7. Whenever a power generator (with a rated output of over 100 amps and three phase capability) is used to power any element of an event staffed by local 16 technicians, there shall be a local 16 technician assigned as head of department to serve as generator operator.

The foregoing conditions are intended to provide the appropriate skill level to properly perform the duties necessary for each position. Discussions may be held between Local 16 and the Employer regarding the scope of a particular job. These discussions will be addressed on a case by case basis.

C. MULTI-SOURCE TECHNOLOGY

Multi-source technology is defined as equipment that includes but is not limited to video or data projectors, analog and digital audio equipment, multi-media computer interfacing, display processing equipment, teleconferencing, streaming media technologies, current and emerging multi-source delivery systems.

D. MULTI-SOURCE TECHNICIAN

Whenever a technician is called to set-up and operate the following multi-media equipment for the purposes of a presentation or lecture in a breakout room or demonstration on the trade show floor they shall be paid as a multi-source technician.

1. A sound system used for voice, computer and/or video tape equipment requiring active cueing or mixing.
2. A video or computer projection device used in conjunction with multiple sources such as computers, video tape or video equipment such as cameras, scan converters and line doublers.
3. Computer interfacing and source routing equipment used to control signals sent to projection devices requiring monitoring or switching.

E. COMPUTER SOFTWARE TECHNICIAN (C2)

A Computer Software Technician (C2) shall be required to load or install software onto the operating system of a computer.

F. GENERAL COMPUTER TECHNICIAN (C3)

A General Computer Technician's duties shall be limited to the unpacking, setup and simple operation of basic computer equipment.

G. GENERAL AUDIO VISUAL

A General A/V Technicians duties shall be limited to the unpacking, setup and simple operation of all A/V equipment.

H. STEWARD

Any job that employs fifteen (15) or more technicians shall be staffed by a supervising steward paid as a Head of Department who will be appointed by the President of Local 16 and paid for by the Employer. The steward shall remain on the job for its duration.

The responsibilities of the supervising steward will include the following:

- (a) The oversight and maintenance of all contract provisions.
- (b) The collection of required start papers from each Local 16 referral.
- (c) The keeping of hours worked by each Local 16 referral. The steward will make every effort to submit accurate sign in sheets if requested to the Employer along with the Steward Report for verification of hours worked. Sign in sheets must be kept by the steward for a minimum of six (6) months.
- (d) The submission of daily reports to the Employer for the purpose of verification of hours worked.
- (e) The submission of steward reports to the Local 16 offices and the Employer and/or payroll agency for the purposes of benefits submissions.

It is ultimately the legal responsibility of the Employer for the correct payment by the Employer to each referral as stated in California Labor Code Section 226. The Employer is expected to review the daily steward reports, check them for accuracy and sign off on the hours related therein.

I. BASE RATE

Base rate of pay will equal the straight time hourly rate as determined by the applicable work category as outlined in Section IX, Rate Schedule, of this CBA.

J. MOSCONE CENTER EXHIBIT BOOTHS ONLY

Except as stated below in this section, all conditions and rates as negotiated in this contract will apply. This section shall apply to all labor requests by show management or their authorized contractors and sub-contractors.

1. The work week will consist of Monday through Sunday.
2. Time and one half (1-1/2x) the base rate shall apply for all work performed on Saturdays and after 5pm on any day.
3. Double time (2x) the base rate shall apply for all work performed on Sundays.

III. CONDITIONS

A. WORK WEEK

The first day any given employee begins work shall be the first day of said employee's work week.

B. HOURLY WAGE CALCULATIONS

All time worked shall be computed in one (1) hour increments. A work call may begin on the half hour or the hour but it must end on the corresponding half hour or hour

C. MINIMUM CALLS (THESE CONDITIONS ALWAYS APPLY)

1. The minimum call for all Heads of Department shall be eight (8) consecutive hours, exclusive of a maximum two (2) hour meal period.
2. The minimum call for all other employees shall be five (5) consecutive hours, exclusive of a maximum two (2) hour meal period.
3. The minimum call on show days for General Sessions/Entertainment, all show technicians shall be eight (8) consecutive hours, exclusive of a maximum two (2) hour meal period.
4. Local 16 will schedule split shifts when requested by the Employer when setup starts after 12:00 midnight for separate installation crew and operating crew. All employees on the installation crew shall have an eight (8) hour minimum.

D. STRAIGHT TIME (THESE CONDITIONS ALWAYS APPLY)

1. The straight time hourly rate is determined by the applicable work category as outlined in Section IX, Rate Schedule, of this CBA.
2. The straight time hourly rate shall prevail between 7:00 a.m. and 12:00 midnight except where provided otherwise in the commercial, industrial and product demonstration show conditions, or in provision III J.

E. NINE HOUR REST PERIOD

Should any employee be excused for the day and called back the next day, before a rest period of nine (9) hours has elapsed, said employee will be paid one (1) hour of the basic straight time rate for every hour worked in addition to the employee's prevailing rate.

F. TIME AND ONE- HALF RATE

1. These conditions always apply except for the work described in paragraph III J:
 - a. After eight (8) hours of work in any day, time and one-half (1-1/2 times the base rate) shall prevail.
 - b. The first eight (8) hours worked per day will count towards the forty (40) hours in a work week. Unless subject to another applicable section of this agreement, time and one half (1-1/2 times the base rate) shall prevail for all additional hours worked in a work week.
 - c. For all work performed on the sixth (6th) day of a work week between the hours of 7:00 a.m. and 12:00 midnight, time and one half (1-1/2 times the base rate) shall prevail.
 - e. The Employer will not replace, or substitute for, employees to avoid payment of overtime.

2. These conditions only apply to breakout rooms, theme parties without entertainment and events without entertainment:
 - a. Between the hours of 12:00 midnight and 7:00 a.m. time and one-half (1-1/2 times the base rate) shall prevail.
 - b. In the case of any call made prior to 5:00 a.m., time and one-half (1-1/2 times the base rate) shall prevail until the employee has had at least a nine (9) hour rest period.

G. DOUBLE TIME RATE

1. These conditions always apply, except for the work described in paragraph III J.
 - a. Double time shall be paid after twelve (12) hours of work in any one day, regardless of the cumulative hour total.
2. These conditions only apply to general sessions, plenary sessions, key note addresses, theme parties and events with entertainment.
 - a. Between the hours of 12:00 midnight and 7:00 a.m., double time (2 times the base rate) shall prevail.
 - b. In the case of any work performed between midnight and 6:00 a.m., double time (2 times the base rate) shall prevail until the employee has had at least a nine (9) hour rest period.
3. All work performed on the seventh (7th) consecutive day shall be paid at double time (2 times the base rate).

H. UN-WORKED HOURS

In the event that the hours specified in a minimum call exceed the worked hours, any un-worked hours shall be paid at the hourly rate at which each technician began the minimum work call. (For example, if a work call begins at 11:00 pm, and the work is completed at 1:00 am, the hours from 1:00 am to 4:00 am required to fulfill the minimum five (5) hour call shall be paid at the rate applicable for each technician when the call began at 11:00 pm).

I. VACATION PAY

All employees shall receive not less than eight percent (8%) of all their gross wages for vacation pay

J. MEAL PERIODS

1. Each employee shall receive one (1) full hour for meal breaks or no time shall be deducted. Time between all meal breaks, or from the beginning of the shift shall be not less than three (3) hours nor more than five (5) hours.
2. Penalty for violation of either case shall be one (1) hour at the straight time rate, in addition to one (1) hour at the prevailing rate for every hour, or fraction thereof, until either a one (1) hour break is given or until a meal is provided as described below.
3. The Employer may also avoid a continuing meal penalty situation by meeting the following conditions:
 - a. A meal shall be provided, at the Employers expense, to each and every employee in meal violation.
 - b. Said meal shall be provided neither less than three (3) hours nor more than five (5) hours from the beginning of the employee's shift or end of employee's last meal break.

- c. Each and every employee must be given one half (1/2) hour to eat the provided meal from the time that the employee receives the meal and no time shall be deducted.
- d. The five (5) hour work clock resets at the end of the half (1/2) hour meal period.
- 4. If the employees are broken for at least one (1) hour or up to two (2) hours, they shall receive a two (2) hour minimum call when they return to work.
- 5. If the employees are broken for more than two (2) hours, they shall receive a four (4) hour minimum call when they return to work.

K. HIGHER SCALE

- 1. In the event that under the terms of this CBA two (2) or more rates of pay are applicable for the same work done within the same period of time, the highest of all applicable rates shall prevail.
- 2. When multiple Employers are working the same event in the same room then the same contract provisions shall apply to all work performed regardless of Employer.

L. HOLIDAYS

- 1. The following shall be designated holidays for all employees: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day, the day after Thanksgiving and Christmas Day.
- 2. Should any employee at any time work on a designated holiday, said employee shall be paid one half (1/2) of the basic straight time rate for every hour worked in addition to the employees prevailing rate.

M. RATES AND CONDITIONS

- 1. At no time may the Employer reduce any of the rates or change any of the conditions contained herein.
- 2. At no time may any of the rates or conditions contained herein be waived by any consensus of employees.
- 3. At no time will the Union ask for any services from the Employer "gratis".

N. CANCELLATION OF CALLS

- 1. When a call is cancelled by the employer after 5 P.M. for a call that night or the next day, the affected technician(s) shall receive the minimum remuneration for the position cancelled.
- 2. Should a "call back", given at the conclusion of a shift to an employee for work to be performed on a future date (more than 72 hours in the future) on the same job, be cancelled with less than 24 hours' notice, the affected technician(s) shall receive the minimum remuneration for the position cancelled

IV. FRINGE BENEFITS, WORK FEES AND PAYROLL

A. HEALTH AND WELFARE

- 1. The Employer agrees to make contributions to the Local 16 Health and Welfare Trust Fund in the amount of fifteen and a half percent (15.5%) of all gross wages (including vacation pay) of each employee working under this CBA.
- 2. Said monies are to be made payable, by separate check with each payroll, to the Local 16 Health and Welfare Trust Fund (IRS # 94-6138741).

B. PENSION

1. The Employer agrees to make contributions to the Local 16 Pension Trust Fund in the amount of fourteen percent (14%) of all gross wages (including vacation pay) of each employee working under this CBA, in accordance with the Contribution Equity Requirement adopted by the Board of Trustees on August 31, 2015. The contribution rate of 14% of gross wages is a combination of the previous contribution rate of 7% of gross wages that will continue to be applied towards benefit accruals for the Participants and an additional 7% in the form of a required enhancement that is not applied towards benefit accruals.
2. Said monies are to be made payable, by separate check with each payroll, to the Local 16 Pension Trust Fund (IRS # 94-6296420).

C. CHECK-OFF WORK FEES

1. The Employer agrees that upon receiving a signed voluntary check-off authorization from the employee(s), the Employer will withhold three and one half percent (3.5%) of all gross wages (including vacation pay) for each employee working under this CBA.
2. Said monies are to be made payable, by separate check with each payroll, to Local 16, I.A.T.S.E.

D. TRAINING AND CERTIFICATION PROGRAM EMPLOYER CONTRIBUTION

1. The Employer agrees to make contributions to the Local 16 Training Trust Fund in the amount of two percent (2%) of all gross wages (including vacation pay) of each employee working under this CBA.
2. Said monies are to be made payable, by separate check with each payroll, to the Local 16 Training Trust Fund (EIN#61-6335362).

E. SICK LEAVE

Pursuant to Section 12W.9 of the San Francisco Administrative Code, the Union, on behalf of Employees covered hereunder, expressly agrees herein to waive the sick leave obligations set forth in said Section 12W.

F. REPORTING OF FRINGE BENEFITS AND WORK FEES

Once each month, the Employer must provide a complete and accurate payroll report that must include the following:

1. Job name and venue.
2. Local 16 job number.
3. Job start date and end date.
4. Completed copies of all steward's payroll reports for all wages being paid.
5. Listed in separate columns across the same line of the report:
 - a. Employee's social security number.
 - b. Employee's name.
 - c. Employee's job classification.
 - d. Total gross wage.
 - e. Health and Welfare Fund amount.
 - f. Pension Fund amount.
 - g. Work fee amount.
 - h. Training Trust Fund amount.
6. Four (4) separate checks shall be submitted to Local 16 with each payroll as follows:

- a. One check equaling fifteen and a half percent (15.5%) of the gross wages (including vacation pay) payable to the I.A.T.S.E. Local 16 Health and Welfare Trust Fund (IRS # 94-6138741).
- b. One check equaling fourteen percent (14%) of the gross wages (including vacation pay) payable to the I.A.T.S.E. Pension Trust Fund (IRS # 94-6296420).
- c. One check equaling three and one half percent (3.5%) of the gross wages (including vacation pay) made payable to Local 16 I.A.T.S.E.
- d. One check equaling two percent (2%) of the gross wages (including vacation pay) made payable to Local 16 Training Trust Fund. (EIN # 61-6335362).

G. PAYROLL

- 1. The Employer and the Union confirm that workers supplied by the Union to perform work under the jurisdiction of the Union who are hired on a project-by-project or assignment-by-assignment basis for less than a full-time regular basis (i.e. a forty hour work week) shall be deemed "on-call workers".
- 2. Workers shall be issued their payroll checks in accordance with the Employer's regular pay period. The Employer and Union understand that these regular pay periods shall be no longer than sixteen (16) days in length and that payroll checks shall be issued within seven (7) days of the conclusion of each period.
- 3. The Employer shall provide the Union with a written schedule of Employer's regular pay periods for each year of this collective bargaining agreement, corresponding to the dates set in Section X. LENGTH OF AGREEMENT. Any changes to this schedule must be agreed upon between the Business Manager/ Secretary and the employer in writing 30 days prior to said changes taking effect.
- 4. Upon the completion of a project or assignment, such "on-call workers" shall not be deemed to have been "discharged" within the meaning of California Labor Code Sections 201, 201.5 or 203. Instead, such "on-call workers" shall remain eligible to continue employment with the Employer.
- 5. Payroll checks shall be distributed using one of the following options:
 - a. Payroll checks may be mailed directly to each individual technician.
 - b. Payroll checks may be mailed to Local 16 for distribution to the individual technicians ONLY if they are in a postage paid envelope and accompanied by a payroll report.
- 6. The Employer shall advise the Union prior to the execution of this agreement which payroll company they will use, and the Union will indicate whether such payroll company is acceptable to the Union. Employer shall either deposit one weeks' worth of gross wages and benefit contributions, or a payroll amount representing the number of days of the event or project (whichever is less) (the "Deposit"), calculated by the Union based on the labor order/labor request submitted by the Employer, in the payroll company's escrow account sufficient to cover gross wages and benefit contributions for the covered employees, or alternatively, Employer shall place such Deposit in a Local 16 administered escrow account at the Union's bank. In the event the initial deposit amount is not sufficient to cover one weeks' gross wages and benefits or the payroll amount representing the number of days of the event or project, the Union shall immediately notify the Employer of its need to deposit additional funds. Such subsequent deposit shall be made within 24 hours of notice from the Union. If the payroll company is acceptable to the Union, the payroll company must be notified by the Union (or the Employer) in advance of the project and

used by the Employer throughout the project until completion. The Employer shall cause the payroll company to certify to the Union that it has on deposit enough funds to cover gross wages and benefit contributions for the aforesaid time period and such funds are to be used exclusively for such purposes. Said amount shall be held as and for a security deposit in case of default by Employer. At the end of the project such amount shall be returned to the Employer if the funds have not been used for payroll and no default has occurred.

V. SAFETY

A. OSHA REGULATIONS

1. The Employer and his subcontractors shall comply with all Federal-OSHA and Cal-OSHA Safety and Health regulations at the Employer's expense.

B. WORKERS COMPENSATION INSURANCE

1. The Employer shall present a Certificate of Coverage showing that a current Workers Compensation Insurance policy is in effect from the moment employees are called to work at any venue until such time as they are released from work.

C. RIGGING AND SAFETY

1. A minimum of three (3) Local 16 technicians (refer to Section II. A.) are required when fall protection gear is in use. While working from a beam (without scaffolding and/or catwalks) which is in excess of twenty five (25) feet above the floor, \$5.00 per hour premium rate for the day shall apply in addition to the prevailing scale. This will also apply to any person required to walk a truss, use a boatswain's chair and/or hanging from a line or lines, cables, etc., in excess of twenty-five (25) feet above the floor. This shall not apply to a person located inside a boom lift, scissors lift or man lift.

Initial construction of scaffolding up to twenty five (25) feet in height and use of said scaffolding within fall prevention or protection systems (i.e. handrails and attached ladders as approved or exempted by O.S.H.A. Standard 1926.451 (g) (2) 1926.451(e) (9)) shall remain exempt from this premium.

D. SAFETY EQUIPMENT

1. The Employer shall be responsible for providing all safety equipment, including, but not limited to, harnesses, ladders of the proper height for the work being attempted, scaffold, railings, goggles, and ear protection.
2. Technicians shall not perform any unsafe practices due to the absence of the proper tools or safety equipment.
3. All employers shall adhere to ANSI Standard 359.2007.0, 1, 2, 3, 4. -.

VI. COMMERCIAL, INDUSTRIAL AND PRODUCT DEMONSTRATION SHOWS

When it is determined that a particular show or event will be governed by the conditions of the commercial, industrial and product demonstration show contract, as dictated by the International Alliance, the following conditions shall be in effect and will supersede all other conditions in this CBA. Any conditions of this CBA specifically not superseded by one or more of the following conditions of the commercial, industrial and product demonstration show contract are still in full force and effect.

A. MINIMUM CALLS

The minimum daily work call shall be no less than eight (8) consecutive hours.

B. VACATION PAY

All employees shall receive not less than eight percent (8%) of their gross wages for vacation pay.

C. MAXIMUM OVERTIME RATE

No rate shall exceed two (2) times the base rate except where meal violations occur, or where government regulations are different (i.e., Canada).

D. BASE RATE

"Base Rate" = straight time rate.

E. WORK WEEK

The work week will consist of Monday through Saturday until 5:00 p.m.

F. OVERTIME

1. Any work performed after eight (8) hours in a day or forty (40) straight time hours worked will be paid at the rate of one and one-half (1-1/2) times the base rate and overtime as required by California State Law.
2. Work performed after 5:00 p.m. on Saturday will be paid at one and one-half (1-1/2) times the base rate.
3. Sunday Clause: Work performed between the hours of 8:00 a.m. and 5:00 p.m. will be paid at the rate of one and one-half (1-1/2) times the base rate. All work performed before 8:00 a.m. or after 5:00 p.m. will be paid at two (2) times the base rate.

G. DOUBLE TIME

1. All work beginning or performed between the hours of 12:00 midnight to 8:00 a.m. will be paid at two (2) times the base rate.
2. Work beginning prior to 6:00 a.m. will be paid at the rate of two (2) times the base rate, and will remain at two (2) times the base rate until a eight (8) hour break is called.
3. Calls starting between 6:00 a.m. and 8:00 a.m. = double base rate; balance of eight (8) hours = base rate.
4. If workers are laid off and called back the next day before a rest period of eight (8) hours has elapsed, two (2) times the base rate will be paid until a rest period of eight (8) hours is called.

H. MEAL PERIODS

1. Each employee shall receive one (1) full hour for meals or no time shall be deducted.
2. Time between meals shall be no less than three (3) hours nor more than five (5) hours.
3. Penalty for said violation in either case shall be one (1) hour at the straight time rate in addition to one (1) hour at the prevailing rate.
4. If the employees are broken for one (1) hour, they shall receive a three (3) hour minimum call when they return to work.

I. LOAD OUTS

Load outs shall be no less than eight (8) hours. All un-worked hours to fulfill minimum call requirements shall be paid at straight time, Sunday or holiday rates.

J. SHOW CALLS

Show call defined: the term "show call" shall be construed as a period of three (3) consecutive hours, or less, used by the Employer for speeches, presentations of products or entertainment. If the performance runs more than three (3) hours, the applicable hourly rate shall be paid for each additional hour or fraction thereof.

K. COMPUTATION OF TIME

1. Fractions of an hour shall constitute one (1) hour.
2. When working on the hourly rate, a call may begin on the half hour or the hour and must end on the corresponding half hour or hour.

L. HOLIDAYS

1. The following shall be designated holidays for all employees: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day and Christmas Day.
2. Employees required to work on a designated holiday shall be paid no less than double time of the base rate for a minimum of eight (8) hours.

VII. GRIEVANCE AND ARBITRATION

A. GRIEVANCE

In the event of any dispute or controversy between Local 16 and any of the persons subject to this agreement and the Employer related to the application or interpretation of any part of the terms and conditions of this agreement, a grievance can be filed by the employee, Local 16, or the Employer. Only Local 16 or the Employer, however, may process a grievance through this procedure. The procedure, unless otherwise specifically provided for herein, shall be as follows:

STEP 1:

A party, that is either Local 16 or the Employer, shall mail or deliver to the other party a written notice of the claim or grievance within five (5) working days (work days equal Monday through Friday) of the event(s) giving rise to the grievance. The written notice shall contain the specific contract sections which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the facts on which the grievance is based, the name(s) of the individual(s) aggrieved and the remedy sought. The party receiving the grievance shall, within ten (10) working days after the grievance is received, respond in writing to the aggrieved party, setting forth the reasons, if any, for the action(s) taken by it, which action(s) gave rise to the grievance. The representative of Local 16 and the designated representative of the Employer shall immediately discuss the matter within two (2) work days of the written response and the grievance shall be settled if at all possible. The decision, if any, of such representatives shall be final and binding upon the parties and any employee(s) concerned. If the party receiving the grievance fails to serve the written response required by STEP 1, then the other party may elect to proceed directly to arbitration or to STEP 2 by serving a written demand upon the other party within five (5) working days after the written response is due.

STEP 2:

If the parties fail to meet and/or confer, or the grievance is not settled, then the aggrieved party may proceed to STEP 2, by delivering or mailing, within five (5) working days as set forth above, a written demand, which shall include a statement of the particulars of the claim, upon the other party. If neither requests a STEP 2 conciliation meeting, then the aggrieved party may proceed directly to STEP 3, arbitration, by serving a written demand upon the other party within the time period set

forth above. Failure of the aggrieved party to serve such demand for STEP 2 conciliation meeting or arbitration on a timely basis shall constitute a waiver of the grievance, unless both parties mutually stipulate otherwise in STEP 1.

If a demand for STEP 2 is served, the grievance shall be brought before a committee consisting of two (2) persons, each designated by Local 16 and the Employer. They shall be known as the Joint Conference Committee. The Joint Conference Committee shall meet no later than ten (10) work days following the receipt of such demand. The parties to such grievance shall be present and shall be responsible for the presentation of their own position at the designated time and place of the Joint Conference Committee. If the aggrieved party fails to appear, the grievance shall be considered to be waived. If the responding party fails to appear, the aggrieved party shall be entitled to proceed with the presentation of its position. The Joint Conference Committee, upon presentation of the evidence showing a contract violation, has the authority to settle the grievance and determine the matter if the majority of the persons designated render such a determination.

B. ARBITRATION:

Local 16 or the Employer, after properly utilizing all steps of the grievance procedure, and desiring to submit a matter to arbitration, shall notify the other in writing within ten (10) working days of the conclusion of STEP 1 or within ten (10) working days following the STEP 2 meeting or the cancellation of the STEP 2 meeting. The party desiring arbitration must, within five (5) working days of such notice, request the State Mediation and Conciliation Service of the Federal Mediation and Conciliation Service to submit a panel of five (5) or seven (7) Arbitrators. If the parties cannot agree to an Arbitrator within five (5) working days after receipt of such a list, each party shall have a right to alternatively strike an Arbitrator's name from the panel until such time as one Arbitrator is left, and the remaining Arbitrator shall be selected as the Arbitrator in the proceedings.

The arbitration hearings shall be held at such a time and place as the Arbitrator shall determine. The decision of the Arbitrator shall be rendered in writing, relating his or her reasons for the award after the submission of the grievance for decision. The Arbitrator's decision shall be final and binding upon the parties. The Arbitrator shall not have the power to amend, modify or effect a change in the provisions of this Agreement. Fees and expenses of the Arbitrator and the cost of the Court Reporter (if required by the Arbitrator) and the original transcript, where jointly requested, shall be borne equally by both parties to the dispute. If only one party requests a transcript, that party shall pay for it. All other costs shall be borne by the party incurring the cost. No individual employee shall have the right to initiate the arbitration process.

C. ALTERNATIVE DISPUTE RESOLUTION PROCESS

At any time in this dispute/grievance process, with mutual agreement, the parties may request to submit the matter to mediation. With the concurrence of both parties, the Federal Mediation and Conciliation Service shall be contacted to request the services of a mediator. Time lines may be mutually waived for the mediation to proceed. If the parties fail to reach a mutually satisfactory resolution, the moving party may proceed through the grievance procedure. Request to have the matter heard by an Arbitrator shall be submitted in writing within ten (10) calendar days of the final date of mediation.)

VIII. BROADCAST, WEBCAST AND SIMULCAST RATES – SEE EXHIBIT B

IX. RATE SCHEDULE

A. Minimum hourly rates of compensation for work performed as described.

		7/1/2014 to 12/31/2014	1/1/2015 to 6/30/2015	7/1/2015 to 12/31/2015	1/1/2016 to 6/30/2016	7/1/2016 to 12/31/2016
General AV and C3 computer technicians for breakout rooms, Extra help for events or theme parties without entertainment (not including traditional stage crafts).	Base Rate Over Time Double Time	8% Vacation 34.62 51.93 69.24	8% Vacation 34.62 51.93 69.24	8% Vacation 35.49 53.23 70.97	8% Vacation 35.49 53.23 70.97	8% Vacation 36.37 54.56 72.74
Multi-source and C2 computer technicians for breakout rooms and events or theme parties without entertainment.	Base Rate Over Time Double Time	8% Vacation 41.03 61.55 82.06	8% Vacation 41.03 61.55 82.06	8% Vacation 42.06 63.08 84.11	8% Vacation 42.06 63.08 84.11	8% Vacation 43.11 64.67 86.22
Traditional Stage Crafts: (Carpenters/Electrics/Props/A2) Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment. Extra help for commercial, industrial and product demonstration show and events with entertainment. Camera set up and tear down, including Video utilities.	Base Rate Over Time Double Time	8% Vacation 44.13 66.20 88.27	8% Vacation 44.13 66.20 88.27	8% Vacation 45.24 67.85 90.47	8% Vacation 45.24 67.85 90.47	8% Vacation 46.37 69.56 92.74
Department Heads	Base Rate Over Time Double Time	8% Vacation 49.28 73.92 98.56	8% Vacation 49.28 73.92 98.56	8% Vacation 50.51 75.76 101.02	8% Vacation 50.51 75.76 101.02	8% Vacation 51.77 77.66 103.54
<u>ETCP Certified Rigger and Electrician (Head of Dept Rate plus \$2.00)</u>	Base Rate	8% Vacation 51.28	8% Vacation 51.28	8% Vacation 52.51	8% Vacation 52.51	8% Vacation 53.77

A. Show Call Rates - Commercial, Industrial and Product Demonstration Shows

		7/1/2014 to 12/31/2014	1/1/2015 to 6/30/2015	7/1/2015 to 12/31/2015	1/1/2016 to 6/30/2016	7/1/2016 to 12/31/2016
Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment and events with entertainment, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.	Show Call	8% Vacation 189.60	8% Vacation 189.60	8% Vacation 194.34	8% Vacation 194.34	8% Vacation 199.20
Spot light operators, camera operators per show call, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.	Show Call	8% Vacation 205.40	8% Vacation 205.40	8% Vacation 210.54	8% Vacation 210.54	8% Vacation 215.80
Department Heads	Show Call	8% Vacation 225.95	8% Vacation 225.95	8% Vacation 231.60	8% Vacation 231.60	8% Vacation 237.39

X. LENGTH OF AGREEMENT

This agreement shall be in full force and effect from July 1, 2016 through the end of this project date (which shall be no later than December 31, 2016).


XI. SIGNATURES

FOR THE EMPLOYER:

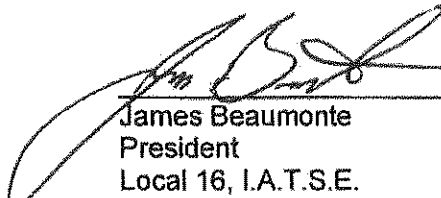
Date
Authorized Agent
CITY & COUNTY OF SAN FRANCISCO

Date
Authorized Agent
CITY & COUNTY OF SAN FRANCISCO

FOR THE UNION:



Date
Steve Lutge
Business Agent-Secretary
Local 16, I.A.T.S.E.



Date
James Beaumonte
President
Local 16, I.A.T.S.E.

/iatse-b-18
2016JULTODECPROJECT05052016

EXHIBIT A JURISDICTION

RIGGING Including but not limited to: The rigging of all overhead truss and motor installation (and operation) on the exhibit floor, in general sessions, in breakouts and at any locations in any facility or location where this type of apparatus may be incorporated.

SOUND Including but not limited to: operation of all elements of sound for reinforcement and distribution; including broadcast radio and television, webcast or podcast, simultaneous language translation and recording. The setting, operating and striking of any associated equipment provided for such tasks. This shall include breakout meetings, general sessions or exhibits as well as any location where a sound reinforcement system is used.

PROJECTION Including but not limited to: All projection units of any brand from 35 millimeter to video projection with single or multiple source settings that need to be adjusted, cabled, routed, switched through or into video/LED walls, retro boxes, or screens, either through I-MAG front or rear projection, such as Barco, Sony, Sanyo, Christie, Digital Projection, Eiki, JVC and any other brands that may be incorporated through computers or any switching device.

THEATRICAL LIGHTING Including but not limited to: All lighting, (including all lighting on the exhibit floor, breakout rooms, general sessions, area work lighting, and/or mood 'up and down' lighting) that is incorporated through the use of dimmer packs or is console controlled via robotic moving light units, such as, Varilite, Martin, etc. Setting, operating and strike of said equipment, either truss supported or ground supported.

VIDEO Including but not limited to: All ENG, EFP, archive, or facility operated show cameras, either statics or hand-held for exhibit, breakout, general session, exhibits and pickup shots for products and convention services. Full service switching and editing are available, but should be referred to Local 16 for consultation of current needs.

COMPUTERS Including but not limited to: All exhibit floor, speaker ready/rehearsal rooms, breakout rooms, general sessions (computer registration, kiosk, Internet / Networking access stations), Video/Media Servers, Audio Servers, Video Conferencing Systems, Disk Recorders, Digital Effects Systems, Digital Transmission devices, CBT (Computer Based Training), CLS (Learning Systems), DCLS, Digital NLE and Graphic Systems, Computer Labs, Audience Response Systems, Teleprompting. The setting, operating and strike of said equipment.

DRAPING Including but not limited to: All draping within the general session rooms, theatrical presentation and breakout rooms, masking of screens, support towers and platforms, masking drape, and carpet on all stages.

CARPENTRY Including but not limited to: All work pertaining to that performed by traditional stage carpenters. The moving, unpacking, assembly, erection, repair, use and removal, and packing of stages, stage sets, band gear, backdrops, décor, furniture, and any theatrical or scenic elements.

SPECIAL EFFECTS Including but not limited to: Handling of all special effects components including, but not limited to pyrotechnics of all kinds, atmospheric treatments, laser lights and the use of any device or procedure that produces a "special effect".

PROPERTIES Including but not limited to: Handling of all elements intended for use by actors or speakers or others in front of an audience or as part of a presentation or production.

GROUND COVER Including but not limited to: Ground cover for theater, arena and/or stadium events, including terraplast, plywood, tarps or any other cover that may exist or may be developed in the future.

POWER DISTRIBUTION Including but not limited to: Power distribution required in connection with the installation, operation, or maintenance of temporary or portable electrical equipment as performed by technicians in the theatrical, motion picture production, hotel, exhibition, and trade show industries. Cabling for any and all transformers as well as any and all devices covered within all other categories of this exhibit and section I. GENERAL PROVISIONS Section C. SCOPE AND JURISDICTION. Power distribution for arena, stadium, and outdoor events. All installation, cabling, and operation of mobile power generators.

EXHIBIT B BROADCAST, WEBCAST AND SIMULCAST RATES

For the taking of motion picture, television (direct, videotape or film), radio broadcast, podcast, webcast, streaming audio webcast, live or delayed, with or without the use of visual images any employee who performs duties as part of the working crew necessary for such a production shall be governed under the jurisdiction of Local 16.

It is understood that Local 16 has full jurisdiction over the filming or videotaping of motion pictures within the geographical area granted it under its I.A.T.S.E. Charter (San Francisco County, Marin County, Lake County, Mendocino County, Sonoma County, Napa County and San Mateo County) and the Employer agrees to be governed under the prevailing scales and conditions concerning studio and location work if and when the Employer, or any of its subsidiaries and/or affiliates, are filmed, televised or webcast (visual and/or audio).

It is understood that the Employer may present a television, video or webcast project proposal to Local 16 which represents a television, video recording, or webcast activity. It is agreed that the Employer and Local 16 will consider each television, video or webcast proposal on a case-by-case basis. Such consideration may result in mutually agreed special wages and/or conditions for each such television, video or webcast project proposal.

Any broadcast, recording, web cast media forward or capture shall be subject to the broadcast fee as defined herein.

Payment for any of the recording classifications outlined above, not covered by the conditions and rates, shall consist of an additional three hundred ten and fifty-eight (\$310.58) dollars for each technician working the show plus benefits.

Upon payment for any of the classifications outlined above, the following rights are included:

1. Taping of performances (or live telecasts) for release on television.
2. Stereo simulcast(s).
3. Documentary filming, if any, of the preparation of the production to include cinema rights, simulcast rights and use of any documentary portions in the telecast release and audio-visual material.

The following classifications are exempt from the provisions of this Exhibit "B". However, should any of these taped properties be subsequently used for commercial broadcast or webcast, then the conditions outlined above are applicable retroactively, and it is the Employer's obligation to inform the Union of such an occurrence.

1. Camera Blocking (preparation) videotapes for preparation purposes which may be made during performances or rehearsals prior to the projected taping duties.
2. Preparation videotapes may be used in the telecast release, in noncommercial educational segments and in any documentary footage or promotion material.
3. Segments from performance or rehearsal tapes may be used for television promotion segments not more than three (3) minutes in duration.
4. Segments of the telecast to be utilized in audio visual presentation for public school educational material provided on a non-commercial basis.
5. Taping subsequently used for non-commercial, public access television.
6. Taping for archival purposes.

**TO: ALL SIGNATORY EMPLOYERS CONTRIBUTING TO THE
IATSE LOCAL 16 TRAINING TRUST FUND**

**FROM: BOARD OF TRUSTEES
IATSE LOCAL 16 TRAINING TRUST FUND**

RE: NOTICE TO ALL PARTICIPANTS

Training Trust Plans that provide exclusively apprenticeship training benefits, other training benefits or a combination of apprenticeship and other training benefits are exempt from all reporting and disclosure requirements of ERISA if they file a brief notice with the Department of Labor as prescribed under final regulations. Under these final regulations, the notice must be made available to employees of employers who may be eligible to enroll in any course or program of study offered under the Training Trust Plan.

The Training Trust Plan meets the notification requirements of the Department of Labor if each employer makes the required information available to employees by mail or personal delivery or by posting the notice in a conspicuous location at all job sites.

Enclosed is the notice which contains the following required information:

1. The name of the Training Trust Plan
2. The Employer Identification Number of the Training Trust Plan sponsor
3. The name of the Training Trust Plan Administrator; and
4. The name and location of an office or person from whom an interested individual can obtain a description of the procedure by which to enroll in any course or program of study offered under the Training Trust Plan

Please make the notice available to all your employees by mail or personal delivery or by posting the notice in a conspicuous location at all job sites.

Steve Lutge, Trustee
IATSE Local 16 Training Trust Fund

Enclosure

cc: Steve Lutge, Trustee
James Beaumonte, Trustee
Daniel Borellis, Director of Training
William A. Sokol, Legal Counsel
Apprenticeship & Training Plan Exemption Office of Reports & Disclosures
Pension & Welfare Benefit Programs US Department of Labor

NOTICE TO ALL PARTICIPANTS IATSE LOCAL 16 TRAINING TRUST FUND

This is to inform you that the IATSE Local 16 Training Trust Fund, Identification Number 61-6335362 provides training and re-training for those entering the industry and those already in the industry.

For information about enrolling in the courses or a description of what courses are or will be available, please contact:

Daniel Borelis, Director of Training
IATSE Local 16
240 Second Street, First Floor
San Francisco, CA 94105

The Training Trust Plan is administered by the Board of Trustees of the IATSE Local 16 Training Trust Fund.

Board of Trustees
IATSE Local 16 Training Trust Fund

Attachment 10: Solid Waste Hauling

(Admin code 21C.5)

the Collective Bargaining Agreement between Recology
Sunset & Recology Golden Gate and Sanitary Truck
Drivers and Helpers Union Local 350, IBT, in effect from
January 1, 2012 until December 31, 2016

COLLECTIVE BARGAINING AGREEMENT

2012-2016

BETWEEN

RECOLOGY SUNSET & RECOLOGY GOLDEN GATE

AND

**SANITARY TRUCK DRIVERS AND HELPERS UNION
LOCAL 350, IBT**

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into by and between SANITARY, TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

WITNESSETH

It is the intent and purpose of the parties hereto that this Agreement promote and improve the industrial and economic status of the parties, provide orderly collective bargaining relations between the Employers and the Union, and secure a prompt and fair disposition of grievances so as to eliminate interruption of work and interference with the efficient operation of the Employers' business.

SECTION 1. RECOGNITION

The Employers recognize the Union as the sole collective bargaining representative for all employees of the Employers working in the classifications hereinafter set forth, except and excluding the directors, office clericals, guards, and supervisors as defined in the National Labor Relations Act.

The Employers shall not subcontract any bargaining unit work currently being performed by bargaining unit employees.

SECTION 2. NON-DISCRIMINATION

The Employers agree with respect to all hiring and employment decisions that there will be no discrimination or favoritism of any kind based on race, creed, color, sex, sexual orientation, religion, age or national origin or on the basis of physical or mental disability or medical condition as defined under the Americans With Disabilities Act and the California Fair Employment and Housing Act, or the FMLA, so long as the affected person is fully capable of performing all essential job duties.

SECTION 3. UNION SECURITY

(a) It shall be a condition of employment that all employees covered by this Agreement shall apply for Union membership on or after the thirtieth (30th) day following the beginning of their employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment, shall maintain their membership in the Union in good standing. "Union membership" and "membership in good standing" shall mean for purposes of this provision the payment or tender of payment by the employee of the initiation fee and monthly dues uniformly applied by the Union pursuant to its Bylaws. In the event an employee shall not comply with his/her obligation under this provision, the Union shall so notify the individual, providing such information as is required by the National Labor Relations Act in such circumstances, and copy the Employers. Thereafter, if the employee fails to remove his/her

delinquency within such period of time as the Union allows, but not less than ten (10) days, the Union shall so notify the Employers and the Employer shall terminate the employee forthwith.

(b) The Employers recognize the right of the Local Union to designate a job steward from the Employers' seniority lists. The authority of the job steward so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities: the steward, upon receipt of prior approval from the Employers, shall be allowed a reasonable time to investigate, present and process grievances on Company property without loss of time or pay during his regular working hours, and, where mutually agreed to by the Employers and the Union, off the property and at times other than during his regular working schedule without loss of time or pay. Time spent handling grievances during steward's regular working hours shall be considered working hours in computing daily or weekly earnings.

(c) The steward shall, whenever possible, investigate, present and process grievances after the completion of his daily duties. All employees, including the steward shall report to the proper Employer representative with any concerns regarding unsafe working conditions, including, but not limited to, hazardous material, defective equipment or dangerous access. No shop steward or employee may change a customer container, location of pickup, frequency of pickups, level of service without express authorization from Employer. All employees must report, promptly, any changes in service provided to customer. In the event the handling of grievances and the daily duties of the steward require more than a regular working day, the steward shall receive no extra compensation.

(d) This Agreement shall be binding upon all the parties hereto and their successors. In the event the operations of the Employers which are covered by this Agreement, or any part of said operations, are sold, transferred or assigned, the Employers shall require the purchaser, transferee or assignee to adopt and become a signatory to this Agreement for the duration of its term. At such time as the purchaser, transferee or assignee adopts and signs this Agreement, the Employers' obligations to the Union and to the employees shall cease and the Employers shall have no continuing liability hereunder.

(e) The Employers shall give notice in writing of the existence of this Agreement to any purchaser, transferee or assignee, with a copy to the Union, not later than the effective date of the sale, transfer or assignment.

SECTION 4. EMPLOYERS' RESPONSIBILITY

It is recognized that in addition to other functions and responsibilities, the Employers have and will retain the right and responsibility to direct the operations of the Employers and in this connection to determine the assignment of all work to employees; the scheduling of routes and the methods, processes, and means of operation, to select, hire, promote, demote, and transfer employees, including the right to make and apply rules and regulations for discipline, efficiency, and safety, providing, however, that exercise of such rights shall not conflict with the following provisions of this Agreement.

SECTION 5. JOB CLASSIFICATION AND WAGE RATES

(a) All occupations to which employees within the respective bargaining units are or may be assigned are classified into categories listed below. It is understood that the determination and operation of the job classification is the function and responsibility of the Employers and placement of employees in any of the following classifications shall be subject to the requirements of the Employers. Job descriptions for each of the classifications which are covered by this Agreement and which are utilized by the Employers are set forth in Section 23 of this Agreement.

(b) Each employee will be assigned to a classification, the duties of which he/she is competent to perform and which generally reflects his normal work. The fact that a job classification is listed herein does not necessarily mean that it must be utilized by the Employers.

(c) Any employee assigned by his Employers to perform work for any other company shall, for the duration of such assignment, remain subject to the terms and conditions of this Agreement.

(d) Any dispute involving job classifications shall be settled in accordance with the procedures set forth in Section 16 hereof.

WAGE RATES:

	1/1/12	7/1/13 COLA 3.0%-5.0%*	1/1/14 COLA 3.0%-5.0%*	1/1/15 COLA 3.0%-6.0%*	1/1/16 COLA 3.0%-6.0%*
Helper/Driver	39.01	COLA 40.18	COLA 41.39	COLA 42.63	COLA 43.91
Recycling Collector	39.01	Adjust to Fan 3 Wage w COLA 42.23	COLA 43.50	COLA 44.80	COLA 46.15
Commercial Driver	41.00	COLA 42.23	COLA 43.50	COLA 44.80	COLA 46.15
Route Leadperson Fantastic 3	41.00	COLA 42.23	COLA 43.50	COLA 44.80	COLA 46.15
Shop Foreperson	44.10	COLA 45.42	COLA 46.79	COLA 48.18	COLA 49.63
Assistant Shop Foreperson	42.64	COLA 43.92	COLA 45.24	COLA 46.59	COLA 47.99
Mechanic/Truck Welder	42.00	COLA 43.26	COLA 44.56	COLA 45.89	COLA 47.27

	1/1/12	7/1/13 COLA 3.0%-5.0%*	1/1/14 COLA 3.0%-5.0%*	1/1/15 COLA 3.0%-6.0%*	1/1/16 COLA 3.0%-6.0%*
Shop Person	39.36	COLA 40.54	COLA 41.76	COLA 43.01	COLA 44.30

*The dollar amounts shown for 7/1/13, 1/1/14, 1/1/15, and 1/1/16 are minimums, which assume a COLA increase of 3% each year.

The percentage increase above of three to five percent for the 7/1/13 and 1/1/14 adjustments and three to six percent for the 1/1/15 and 1/1/16 adjustments shall be referred to hereinafter as "floor/ceiling". Employer agrees that increases in wages shall be based on the BLS Consumer Price Index (BLS CPU-U) All Urban Consumers for San Francisco-Oakland San Jose area (1982-84=100) (hereinafter "Index") subject to the following conditions:

Employers shall determine the increase in the Index as follows:

For the increase effective July 1, 2013, the Employers shall apply the Index based on the period October 2011 to October 2012, subject to the Floor/Ceiling. For example, if the Index based on October 2011/October 2012 is 1.2%, the increase applicable July 1, 2013 shall be 3.0%. January 1, 2014, the Employers shall apply the Index based on the period October 2012 to October 2013, subject to the 2014 Floor/Ceiling. The increase in each year commencing January 1 thereafter shall be based on the same October to October test, as follows: 2015 shall be based on October 2013/October 2014, and 2016 shall be based on October 2014/October 2015 subject to the floor/ceiling applicable for that year.

The percentage increases above shall be based on the wage rate then in effect. For example, if the wage rate for Helper/Drivers in 2014 is \$41.39/hour, and the Index for 2015 as determined above is 3.3%, the Helper/Driver hourly rate effective January 1, 2015 shall be \$42.75. These increases shall be cumulative, and permanent.

Any Employee who is required to maintain a Class A drivers license for the purpose of performing work, shall receive the same wages as the Transfer Drivers in the Recology SF "Long Haul" CBA.

Employees in the Cart Department shall be paid at the Helper/Driver rate of pay; if the employee drives, he/she shall be paid at the Fan 3 rate of pay for all time spent driving/on the road.

When the need exists for a second person on a front loader route, the Company will pay the second person at the Commercial Driver wage rate. Second persons on rear loaders will be paid under the Helper Driver scale. All Drivers will be paid the Fan 3 rate of pay with the following exceptions: Recycling Drivers who will be paid under the Recycling Collector scale above until 7/1/13 at which time they will be paid according to the Fan 3 scale.)

The above rate for the Shop Foreperson of \$44.10 was calculated at 5% above the \$42.00 Mechanic Truck Welder rate. Beginning with the July 1, 2013 increase, the rates for the Shop

Foreperson set out above were calculated by applying the applicable COLA formulas to the \$44.10 rate.

(e) New Hire Addendum

All employees who have completed six full months of employment as of January 1, 2012 will receive 100% of the hourly wage and benefits for their classification from that date forward. All employees hired after January 1, 2012 shall be hired under the following wage percentages which take precedence over any conflicting wage in the Collective Bargaining Agreement.

1. **Wages** - New hires shall work under the applicable percentage in the employee's classification.

During 1st 12 months of employment	80% of hourly wage
During 2nd 12 months of employment	85% of hourly wage
During 3 rd 12 months of employment	90% of hourly wage
After completion of 36 months	100% of hourly wage

(f) Mechanic Certifications

A.S.E. Certified mechanics will receive a base hourly wage increase based on the level or levels of certification they obtain and maintain. This certification is available to the Shop Foreperson and Assistant Shop Foreperson, and Mechanics.

- 1st Level: Diesel Engine Certification 5%
- 2nd Level: Certified Master Technician T3, T4, T5, T6 & T8 5%

The Shop Persons who perform the work of a Lube Preventive Maintenance Person will receive a maximum base hourly wage increase of 3% if they pass the T8 test.

SECTION 6. GUARANTEED HOURS AND REASSIGNMENT

(a) All regular employees shall be guaranteed eight (8) hours per day and forty (40) straight time hours of pay per week; provided such employees make themselves fully available for work; provided further, however, that such guarantees shall not apply to employees with less than one hundred twenty (120) calendar days of continuous service to the Employers.

(b) Upon completion of an employee's assigned route in less than eight (8) hours, the employee must report to the garage before going home. Any employee who is reassigned to perform any additional work (except missed pickups) shall be paid time and one-half for all such additional work.

(c) Any employee who, at the specific direction of the dispatcher, is assigned and performs work in a higher job classification shall receive the wage rate shown in Section 5 (above) for such higher classification for each day on which such work is assigned and performed.

(d) No Helper/Driver shall be required or allowed to perform said duties unless he is specifically directed to do so by the company official in charge of Route Leadperson. Any Helper/Driver who is directed to perform said duties shall be paid Route Leadperson wages for the actual time spent performing said duties.

SECTION 7. HOURS OF WORK

(a) Straight Time Hours

Forty (40) hours of work shall constitute the maximum straight time work week, provided that this section shall not be construed as limiting the number of hours of work any employee may perform at overtime wage rates.

(b) Overtime

All work performed in excess of eight (8) hours in any work day shall be paid for at the overtime rate of one and one-half (1-1/2) time the straight time rate. All work performed after twelve (12) hours in one day shall be paid at the double time (2X) rate of pay.

(c) Saturday and Sunday Work

All work performed on Saturday shall be paid for at the overtime rate of one and one-half (1-1/2) times the straight time rate, and any employees performing Saturday work shall be paid for not less than eight (8) hours.

All work performed on Sunday shall be paid for at the overtime rate of two (2) times the straight time rate and any employee performing Sunday work shall be paid for not less than eight (8) hours.

(d) The regular work week shall be Monday through Friday, inclusive.

(e) All shifts on Fridays that are required to perform Saturday work shall be scheduled after 6:00 p.m. and at the rate of Saturday rate of pay.

All shifts on Saturdays that are required to perform Sunday work shall be scheduled after 6:00 p.m. and at the rate of Sunday rate of pay.

All shifts on Sundays that are required to perform Monday work shall be scheduled after 6:00 p.m. and at the rate of Monday rate of pay.

(f) It is agreed that the Employers have the right to require employees to work overtime as needed and that employees may be held over after completion of their regular routes or shifts as needed. Call-out overtime (e.g. Saturday and Sunday overtime) shall be offered in

descending order of their seniority to employees who are qualified to perform the work required on the particular route. If the most senior qualified employee declines the offer, the overtime shall be offered to the next most senior qualified employee and so forth until the roster is exhausted; the least senior qualified employee shall be required to accept the call-out overtime assignment. In case of an emergency, the Employers shall have the right to depart from the foregoing seniority procedure and the employee designated to work the call-out overtime shall be required to perform the work. No employee will be allowed to work a double shift in violation of DOT policy.

(g) The Employers shall maintain seniority rosters of qualified employees and shall rotate overtime on a fair basis.

SECTION 8. PAID HOLIDAYS

(a) The following shall be paid holidays under the terms of this Agreement and all eligible regular employees shall receive eight (8) hours straight time pay for each of such holiday in addition to pay received for work performed during the course of such holidays.

New Year's Day	Employee's Birthday
Martin Luther King's Birthday	Labor Day
President's Day	Columbus Day
Cinco de Mayo	Veteran's Day
Memorial Day	Thanksgiving Day
July 4 th	Christmas Day

(b) The total pay for a holiday received by regular employees shall be eight (8) hours straight time holiday pay plus an additional eight (8) hours pay at the overtime rate of 2 times the straight time rate of pay for any holiday actually worked: provided such employees work the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day following the holiday. If the employee works the holiday but does not work both the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day following the holiday, they will receive eight (8) hours straight time holiday pay plus an additional eight (8) hours pay at the straight time rate. The employee shall be excused from the requirement of working the day before and/or the day after if, upon either such day, the employee is absent on a leave of absence approved in writing by the Operations Manager, or his substitute, excused by evidence of a doctor's note, on vacation, on another holiday, or on account of any work related illness or injury sustained on the job or off the job. In any event, the employee must present verification of illness or injury satisfactory to the Employers. Payments for holidays shall be in strict conformity with this subparagraph (b), and all past practices by which employees of either Employer have in the past received payments which vary from the provisions of this subparagraph (b) are hereby abolished.

(c) With respect to all employees other than regulars, any employee who reports for work and is put to work more than ten (10) days in a calendar month shall be entitled to any paid holiday which occurs during that month.

(d) If an employee's birthday falls on a regular working day for that employee, the employee will be allowed to stay home as long as the Employer can cover the work with its existing complement of employees. Any employee who desires to take his birthday off shall so notify the dispatcher five (5) days prior to his birthday. In the event that more than one employee desires to take the same day off as his birthday and the dispatcher is unable to allow all such employees to take the day off, the employee(s) granted the day off shall be selected on the basis of Company seniority; and if the remaining employees still desire to take a day off in lieu of their birthday, the dispatcher and each such other employee will select a mutually acceptable alternative date. In that event, the alternate date shall be deemed to be the employee's birthday for purposes of payment. If the employee takes his birthday off, he shall be paid a total of 8 hours at the overtime rate of 2 times the straight time rate. If an employee works on his birthday (except that in the case where an alternative date is selected as set forth above, the alternate date shall be considered to be the birthday), he shall be paid in accordance with paragraph (b) of this Section. It is understood between the parties that all regular employees are entitled to eight (8) hours pay for each holiday whether the holiday is worked or not, provided they are still generally eligible for benefits.

(e) If any of the above-mentioned holidays falls on Sunday, the following Monday shall be observed as a holiday; if any of the above-mentioned holidays falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls during an employee's vacation period, the employee shall be paid an additional day's pay.

(f) Notwithstanding the foregoing, there shall be no pyramiding of pay for holiday work.

(g) All holiday work must be assigned by seniority.

(h) All employees assigned to the City Can Routes shall perform their job on the holidays in that department as required.

SECTION 9. VACATIONS

(a) All regular employees shall be entitled to a paid vacation following each year of continuous employment to be taken at a time agreeable to their Employers. They shall be entitled to paid vacations as follows: one (1) week after one (1) year of continuous employment; two (2) weeks after two (2) years of continuous employment; three (3) weeks after four (4) years of continuous employment; four (4) weeks after seven (7) years of continuous employment; five (5) weeks after twelve (12) years of continuous employment; six (6) weeks after twenty (20) years of continuous employment; seven (7) weeks after twenty-five (25) years of continuous employment; and eight (8) weeks after thirty (30) years of continuous employment. Time off as a result of an industrial injury shall be credited as time worked for purposes of this section.

(b) All vacations shall be subject to the qualifying requirements of the Company.

(c) Employees shall be required during December of each year to sign up for their vacation dates for the coming year in accordance with the following procedures:

(i) During the first week of December the Employers shall notify all employees that the vacation sign-up will occur during the last two (2) weeks in December, Employees may sign up for vacation through a written proxy. The employee's vacation will be recorded at the time he/she would normally sign per seniority. In the event that any weeks are unavailable, the employee will be allowed to sign in person per part (iv).

(ii) During the last two weeks in December, the Employers will assign a date for each employee to meet with the Dispatcher for the purpose of signing up for the employee's vacation preferences. The date for meeting with the Dispatcher shall be assigned on the basis of departmental seniority, with the employee in the department having the most Company seniority being given the opportunity to sign up first, and so forth;

(iii) Any employee who fails to show up on the date assigned will be allowed to sign up for a later date, but will not be entitled to bump other employees who signed up timely. In such event, the Employers shall attempt to accommodate the employee's first choice of vacation dates, but the Employers retain the sole discretion to require the employee to choose from other available dates.

(iv) The Employers guarantee that if an employee is sick or otherwise off work at the time he is supposed to sign up for his vacation, the Employers will allow the employee to sign up at the time such employee returns to work.

(v) An employee who has already signed up may change his prior choice of vacation dates, but only after consulting with his Employer and reaching a mutually satisfactory agreement. The Employers, insofar as is practicable, will grant employees vacation on the dates selected by the employees.

It is also agreed that employees will have the option to work part of their vacations rather than take time off. This option is available for any weeks in excess of three (3) weeks that the employee has earned. If an employee desires to exercise said option, he must communicate his desire during the sign-up in December of the year preceding the vacation year. Once the employee has decided to cash out excess vacation, said vacation checks shall be issued during the month of February.

(vi) In the administration of the provisions of these vacation scheduling procedures, there shall be absolutely no bumping of employees already signed up, regardless of seniority, unless agreed to by the employees involved in the individual change being requested.

VACATION SCHEDULE

**GOLDEN GATE DISPOSAL & RECYCLING COMPANY EMPLOYEES
GARBAGE ROUTE**

January to middle of June - 10 per week
Middle of June to middle of September - 10 per week
Middle of September to end of the year - 10 per week

DEBRIS BOX DEPARTMENT

January to middle of June - 3 per week
Middle of June to middle of September - 4 per week
Middle of September to end of the year - 3 per week

FRONT LOADERS

3 per week all year

SHOP DEPARTMENT

Mechanic/Truck Welder - 3 per week
Shop Person - 2 per week

**SUNSET SCAVENGER COMPANY
GARBAGE ROUTE**

January to June 15th - 20 per week
June 15th to September 15th - 20 per week
September 15th to the end of the year - 20 per week

DEBRIS BOX DEPARTMENT

January to June 15th - 3 per week
June 15th to September 15th - 4 per week
September 15th to the end of the year - 3 per week

FRONT LOADERS

3 per week all year

SHOP DEPARTMENT

Mechanic/Truck Welder - 4 per week
Shop Person - 2 per week

CART DEPARTMENT

2 per week

(vii) In the event there is a conflict between a mechanic's vacation and his night shift obligations, the mechanic will try to arrange a voluntary switch with another mechanic. In the event that the switch cannot be done on a voluntary basis, the lowest mechanic on the Seniority List will be required to switch.

(d) If upon termination, an employee has completed less than a full year of continuous service from his last anniversary, the employee shall be paid pro rata his accumulated vacation based on the number of months worked since his last anniversary.

(e) No employee shall be allowed to take more than four (4) consecutive weeks of vacation, except that an employee who furnishes proof that he is going to go out of the country for his vacation and that he needs additional time off may request more than four (4) weeks. The additional time shall be granted upon satisfactory proof.

(f) Vacation pay shall be computed and paid at the classification in which the employee worked the most hours in the preceding calendar year. This shall not apply where an employee has successfully "bid into" a new classification. In that instance, vacation pay shall be paid at the classification rate which the employee bid into.

(g) All employees who retire pursuant to the Employers' pension plan during any month of the year shall be entitled to receive their full vacation pay in the event that such employee did not take their vacation-time allowance off during the same year.

(h) No Employee shall be charged vacation (during any absence) day except when approved by the individual employee. This paragraph does not change the requirements/qualifications for vacation scheduling, use, and approval.

(i) The Company commits to make sufficient slots available at Vacation Sign Up to allow all employees to sign up for all their vacation during the calendar year.

SECTION 10. SICK LEAVE

(a) Each regular employee shall be entitled to take up to twelve (12) days paid sick leave per year. As used herein, the term year means a period from January 1 to January 1 during the life of this Agreement.

(b) An employee shall be entitled to receive pay for a sick day commencing with the first day of each illness; provided, however, that he must furnish satisfactory medical verification of each said illness if requested. Any employee absent due to illness for only one day will not be requested to provide a medical certificate to be paid.

(c) On the first payday following January 1, of each year each employee shall receive a day's pay for each unused day of sick leave. Said pay shall be at the wage rate which was in effect during the period in which the unused sick leave was accrued.

(d) There shall be no accumulation of sick leave from year to year.

(e) No Employee shall be charged a sick day (during any absence) except when approved by the individual employee. This paragraph does not change the requirements regarding the use of sick days.

SECTION 11. MAINTENANCE OF BENEFITS

(a) If an employee is off work due to illness or injury on state disability, any benefit, except health and welfare insurance, due him or her under the Collective Bargaining Agreement shall be paid for a maximum of six (6) months. The contract provides disability insurance which begins after the employee has been disabled for one hundred eighty (180) days. Health and welfare benefits shall continue for a maximum of twelve (12) months. Any employee being paid under workers compensation laws are not subject to these limitations. Benefits to employees being paid under workers compensation laws shall terminate at the conclusion of the workers compensation proceeding. No employee shall suffer a reduction of his or her hourly wage by the implementation of this Collective Bargaining Agreement.

(b) Health and Welfare. Effective on the first of the month following ratification of this Agreement, employees who work eighty (80) or more hours per month will receive the Recology Health, Life and Long-Term Disability Package. The Employers may modify said package from time to time, upon notice to the Union, but guarantees that the level of benefits included in the package will not be reduced during the term of the Agreement unless required by law. Further, during the term of this contract there will be no monthly employee premium contribution for the employee to participate in the Aetna EPO Plan, Aetna PPO Plan, Kaiser HMO Plan or HealthNet HMO.

(i) Effective July 1, 1997, the Kaiser HMO Plan and HealthNet will be changed so there will be no co-pay for doctor visits.

(ii) Effective January 1, 2007, the annual maximum for dental benefits in the dental indemnity plan will increase from \$3,500 to \$4,000.

(iii) Effective January 1, 2005, with the exception of Aetna, the maximum number of chiropractor visits in Kaiser will be forty (40) per year and HealthNet will be fifty (50) per year.

(iv) Effective January 1, 2007, the eyeglass frame allowance for the Aetna vision plan will be increased from \$100 to \$200.

a) Allowances in the other health plans are as follows:

(1) Kaiser eyewear allowance: \$200.

(2) HealthNet eyeglass frame allowance: \$100.

(v) Effective January 1, 2002, the lifetime orthodontic maximum in the dental indemnity plan will be increased from \$2,000 to \$2,500.

(vi) This agreement supersedes the San Francisco Healthcare Accountability Ordinance and the San Francisco Healthcare Security Ordinance and the Union hereby waives any additional rights or benefits employees covered by this agreement may have under these laws if either or both were legally applicable or subject to waiver.

(c) Supplemental Payment. The Employers shall pay \$75.00 per week to each employee who is off work on account of illness or injury; provided, however, that there shall be no payment for the first two (2) weeks of absence.

(d) Retiree Health Plan. Effective January 2007 (December hours/January Contributions) the Employers shall participate in the Teamsters Benefit Trust (TBT) by contributing to the Retirement Security Plan ("RSP"), a retiree health plan, on behalf of each employee who has passed their probationary period and who works eighty (80) hours or more per month. The Employers shall submit the RSP monthly contribution rate as determined by the TBT Board of Trustees on behalf of all active members subject to this Agreement and shall pay a supplemental RSP monthly contribution as determined by the TBT Board of Trustees for purposes of making the RSP comparable to active employee coverage for Rule of 84 Retirements as described in paragraph (k) up to the retiree's 65th birthday. Said supplemental RSP premium shall not exceed 10% of the standard RSP GOLD premium through 12/31/15 and shall not exceed 12% of the standard RSP GOLD premium thereafter. The Employers shall maintain both the standard and supplemental components of the RSP benefit for the duration of this Agreement.

For purposes of their participation in the RSP the Employers hereby adopt the TBT Agreement and Declaration of Trust and agree to accept the TBT Subscriber's agreement providing for participation in the RSP.

(e) Pension Plan. The Employers shall continue to maintain a pension plan for all eligible employees. The designation of the plan for employees hired prior to January 1, 1989 and employed by Golden Gate Disposal Company is the RECOLOGY INC. DEFINED BENEFIT PENSION PLAN. The designation of the plan for employees hired prior to January 1, 1989 and employed by Sunset Scavenger Company was the ENVIROCAL, INC.—RETIREMENT PLAN. The ENVIROCAL, INC. RETIREMENT PLAN was merged with and into the RECOLOGY INC. DEFINED BENEFIT PENSION PLAN and remains a separate benefit structure under that plan. Employees hired by either Company on and after January 1, 1989 shall be participants in the RECOLOGY DEFINED BENEFIT PENSION PLAN, and not in the other plans mentioned above. The current trustee of the pension plan is Prudential Bank and Trust Company, FSB, and the Employers may change trustees at any time.

The earnings upon which pension benefits under each plans shall be determined, shall be those earnings defined in each plan.

(f) For eligible employees who retire under the terms of the pension plan on or after January 1, 2000, the multiplier in the RECOLOGY—DEFINED BENEFIT PENSION PLAN shall be 1.6% and the multiplier in the ENVIROCAL benefit structure under the RECOLOGY INC. DEFINED BENEFIT PENSION PLAN shall be 1.75%. These multipliers for eligible

employees will be used for all years of Benefit Service. Effective January 1, 2001, employees who are participants in the RECOLOGY DEFINED BENEFIT PENSION PLAN who are represented by Teamsters Local No. 350 and who accrue the RECOLOGY benefit will have their retirement benefits calculated using a maximum Benefit Service of 40 years, and their maximum benefit will be \$4,166.67 per month. Plan Compensation does not include any compensation earned after 40 years of Benefit Service. Participants who accrue the ENVIROCAL benefit will continue to have their retirement benefits calculated using a maximum Benefit Service of 40 years, their maximum benefit will be \$4,166.67 per month, and Plan Compensation does not include any compensation earned after 40 years of Benefit Service.

(g) Starting with the Pension Plan Year beginning 10/01/2012, and for the term of any successor agreement(s), Recology Inc. will increase its annual contribution to the Recology Defined Benefit Pension Plan so that (by generally accepted actuarial standards) the plan is projected to be funded at 90% no later than September 30, 2016. "90% funded" for this purpose shall be measured by taking the market value of plan assets and dividing by the actuarially determined accumulated benefit obligation (ABO) on the Company's pension plan disclosure at the end of the prior plan year. In order to obtain this 90% funded status, the Employers agree to make an average annual contribution of \$18 million until the 90% funded status is reached. In addition to the annual average contribution of \$18 million an additional average contribution of \$7 million will be made each plan year (for a total average contribution of \$25 million per plan year over the term of this Agreement), or such lower amount to bring the funded status up to 90%, but the total contribution for the plan year shall not exceed the maximum deductible under the Internal Revenue Code. "Average" for purposes of the Employers' funding obligation is not intended to (1) change the Employers' overall funding obligation but to recognize that the Employers may contribute more than \$25 million in one year and less than \$25 million in another; or (2) allow the Employers to backload this funding obligation on the later years of this agreement. As long as the Plan is at the 90% funded level as described above, no contributions in excess of ERISA minimum contributions will be required by this Agreement.

(h) In addition to the 90% funding obligation described in the preceding paragraph, effective October 1, 2015 the funded percentage of the Recology Defined Benefit Plan shall be no less than 80% as defined by the Adjusted Funding Target Attainment Percentage as that term is defined by the Pension Protection Act of 2006. At the conclusion of each plan year, the Employers shall allow an independent actuary to review information and data actuarially necessary to determine the Plan's funded status. Such review shall be performed by Milliman USA (or such other qualified actuary designated by the Union).

(i) The Union may designate one individual to be appointed by the Recology Board of Directors to the Recology Pension Committee. Such individual must be competent in pension matters, be willing to carry out the fiduciary duties under ERISA, and be approved and appointed by the Recology Board of Directors.

(j) The parties acknowledge that, (a) although this Agreement applies to Recology subsidiaries Golden Gate Disposal and Sunset Scavenger, the funding obligations described in this paragraph (g) are assumed by parent corporation Recology, Inc., and (b) these funding obligations are intended to reach the targeted funded percentages listed for purposes of the

Recology Defined Benefit Plan in its entirety, not simply the Golden Gate Disposal and Sunset Scavenger benefit structures within that Plan.

(k) Rule of 84 Retirement. Effective January 1, 1998, when an Employee reaches the age of fifty-four (54), and the Employee's age when combined with the total years of contributory service exceeds eighty-four (84), the Employee shall meet the age and contributory service requirements to retire with one hundred percent (100%) of the pension benefits. Employees who choose to exercise this early retirement option after September 2012, shall not be eligible to participate in the Employer's health plan but shall instead be eligible to participate in the Teamsters Benefit Trust's RSP and Supplemental Retirement Security Plan, referenced above, according to the eligibility requirements of that plan (with the exception of those former Envirocal Notsholders, who are entitled to coverage under the Employer's plan by separate contractual undertaking).

It is understood between the Parties that employees who choose to retire prior to October 2012 as Rule of 84 Retirees shall continue to participate both in the Employer's health plan up to age 65 and TBT's RSP plan.

SECTION 12. FUNERAL LEAVE

Each employee shall be entitled to receive up to eight (8) days' paid funeral leave (or nine (9) days if the employee is required to travel outside of the State of California) on each occasion of the death of a grandparent, grandchild, mother, father, grand-parent-in-law, mother-in-law, father-in-law, sister, brother, spouse or child. The Employers agree that once the employee satisfies his Employer, with proof of death, the funeral leave will automatically be paid without delay.

SECTION 13. UNIFORMS AND EQUIPMENT

(a) Packing Can: It is understood that most rubbish collection employees employed by Golden Gate Disposal Company do not utilize packing cans. Should the need arise on any route, Golden Gate Disposal Company agrees to supply an appropriate packing

Sunset Scavenger Company shall supply and maintain, within each twelve-month period, one standard packing can, 24 inches in diameter, with wheels, carrying handle and dumping handle, for each employee who is required to use one on the route.

Each employee of the Employers to whom a can is furnished is responsible for any damage to it which is the result of the negligence of the employee. In the event a can is lost or damaged beyond repair, the can must be replaced by the employee at his own expense. Before a replacement can is issued, the employee seeking a replacement at the end of the twelve-month period must turn in his old can.

(b) Rain Gear: The Employers shall furnish each contract year, at Company expense, rain gear when required for route employees, not to exceed one set every year. In the event the rain gear is lost or damaged beyond repair before the expiration of the one-year period, the employee must replace it at his own expense.

The Employers will maintain an adequate number of sets of rain gear in the shop for use as needed by shop personnel.

(c) Uniforms: The Employers will furnish to each regular employee, including shop, five (5) sets of uniforms in February of each year. The Employers shall also furnish for use by shop personnel an adequate supply of coveralls. All employees working outside the facility must have their high visibility vests as the outermost garment.

(d) Work Boots: Employers agree during January of each year during the term of this Agreement to pay each regular employee \$200.00 to be used for the purpose of purchasing work boots. Work boots shall be substantial in quality and of the type customarily worn by garbage collectors and shall be in reasonably good condition. Employees will not be allowed to wear excessively worn boots or unsafe footgear.

(e) Safety Equipment: The Employers shall maintain for use as required by shop personnel an adequate supply of safety equipment such as welding masks, hard hats, dust filters and such other devices as may be required by law or regulation. Safety bonus that were paid separately in prior contracts are now computed in the hourly wage as set forth in Section 5.

(f) Hand Tools and Insurance: Shop personnel must provide all their own hand tools. The Employers agree to provide adequate insurance to compensate shop personnel for losses as the result of theft or other casualty. Such compensation shall be by replacement of the tool and not by cash.

(g) Gloves: The Employers will furnish fifteen (15) pairs of working gloves per year to route employees.

(h) No Cash Allowance: Except as provided in subparagraph (d), above, there shall be no cash allowance given to any employee in lieu of the receipt by him of any of the items provided for in this Section 13.

(i) Employees are required to wear their uniforms and work shoes at all times during working hours. Any employee who violates this requirement shall be sent home without pay and shall receive a warning letter.

SECTION 14. NO STRIKES OR LOCKOUTS

It is agreed that there shall not be any stoppage of work either by strike or lockout by the Union or the Employers during the life of this Agreement. It shall not be deemed a violation of this Agreement or cause for discharge for any employee to honor any picket line authorized by the Joint Council of Teamsters having jurisdiction in the territory where the picket line is in effect, and no employee shall be discharged or discriminated against for Union activities or upholding Union principles.

SECTION 15. DISCHARGES AND SUSPENSIONS

(a) Employees shall be subject to discharge for dishonesty, intoxication, willful insubordination, recklessly negligent performance of duties, competing with Employers, without

prior warning or notice. Discipline for other matters such as, but not limited to, habitual tardiness, failure to report for work, neglect of duty, and violation of published company rules and regulations shall require a written warning to the employee and any similar offenses occurring after two prior warnings and within six (6) months of the last warning shall be grounds for discharge. Discipline for absenteeism and tardiness shall be tracked separately from other offenses for purposes of discipline. All warning letters may not be used for disciplinary action if said warning letter is more than six (6) months old. Copies of all warnings must be sent to the Union.

(b) Any suspension for more than five (5) days is governed by the same procedure as that required for discharges. A suspension of five (5) days or less may be given without notice but shall not be given without just cause. A notice of suspension of less than five (5) days shall be sent to the Union and shall constitute a written warning within the meaning of subsection (a) hereof.

(c) Probationary employees are subject to discharge for any reason deemed sufficient in the sole discretion of the Employers.

SECTION 16. SETTLEMENT OF DISPUTES

(a) Disputes: In the event that a dispute arises during the term of this Agreement regarding the interpretation or enforcement of any section of this Agreement, or the terms or provisions of written agreements supplementary to this Agreement, the matter in dispute in all its particulars shall be set forth in writing by the complaining party and served upon the other. If the dispute is not settled by the parties within ten (10) working days following the receipt of such written notice, or within such extended time as may be agreed upon, the dispute shall be referred to the Federal Mediation and Conciliation Service. No change in this Agreement, or interpretations resulting from a Federal Mediation and Conciliation Service or arbitration proceeding hereunder, will be recognized unless agreed to by the Employers and the Union.

(b) FMCS: If the dispute is not settled by the parties within ten (10) working days following the receipt of such written notice or within such extended time as may be agreed upon, the dispute may be referred to the Federal Mediation and Conciliation Service (FMCS) in accordance with subsection (b) hereof. Written notices given under this provision may be transmitted by telefacsimile (fax). If the United States Postal Service is used for notice, the post-marked date will be the date upon which service is effective.

(c) Arbitration: In the event that a resolution of a dispute regarding the interpretation or enforcement of any of the sections of this Agreement, or the terms or provisions of written agreements supplementary hereto, is not reached at the FMCS step, the dispute shall, upon the request either of the Union or the Employers, be submitted to a neutral arbitrator mutually selected and agreed upon, whose decision shall be final and binding.

(d) Selection of Arbitrator: Unless the parties can otherwise agree upon an arbitrator, a list of arbitrators shall be requested from the Washington, D.C. Office of the Federal Mediation and Conciliation Service. After a toss of a coin to decide which party shall move first, the Employers' representative and the Union representative shall alternatively strike one name from

the list until one name remains and such person shall be the arbitrator for the determination of the case. The next to the last name stricken shall be the alternate arbitrator, and so on. The arbitrator shall have no right, power or authority to add to, subtract from, alter, amend or change any term or provision of this Agreement. Discovery procedures as permitted under California Law are permissible.

(e) Cost of Arbitration: Each party shall bear its own expense in presenting the case to the arbitrator. The expense of the arbitrator and of the reporter, if any, shall be divided between the parties hereto. The Employers agree to pay a sum equal to but not greater than one-half of said expense, and the Union agrees to pay a sum equal to but not greater than one-half of said expense. Each side shall bear its own expense of producing witnesses, experts, interpreters and the like.

(f) No Interruption of Work: There shall be no interruption of work during the settlement of a dispute.

SECTION 17. CHECK-OFF SYSTEM AND CREDIT UNION

(a) The Employers agree to recognize all written authorizations from Union members authorizing the deductions for their compensation of all uniformly required dues for the period of authorization which, in any event, shall be irrevocable for a period of one year. The Employers do not agree to deduct initiation fees, assessments or other exactions imposed by the Union unless the expense to the Company is paid by the Union. All deductions made pursuant to this Agreement shall be deducted from the employee's second payroll check of the month and shall be transmitted to the office of the Union by the twenty-eighth (28th) day of the same month. In the event the amount of said deductions is not transmitted to the office of the Union by the 28th day of any month for some reason beyond the Employers' control (for example, the fact that a particular pay period ends on or close to the 28th day), the Employers shall have a reasonable time within which to make said remittance. In no event shall the Employers' failure to make timely remittance be deemed by the Union, for any purpose whatever, to be a default in the timely payment of dues by any Union member.

(b) The Employers shall make credit union deductions from employee paychecks and transmit the amounts deducted to the employee's credit union upon receipt of authorization and designation duly executed by the employee; provided, however, that the deduction so authorized is a fixed sum each payday and the amount is not changed by the employee more frequently than once a year.

(c) DRIVE Deduction: (Upon ratification) the Employers agree to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employers of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly/bi-weekly basis for weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

Employers shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf

a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employers annually for the Employers' actual cost for the expenses incurred in administering the payroll deduction.

SECTION 18. PAST PRACTICES

(a) The parties agree that during the term of this Collective Bargaining Agreement, all past practices shall continue provided they are consistent, well-defined and have been repeatedly followed by both parties, over a reasonable period of time without objection. Both parties agree that during the term of this contract to meet as often as needed to list all past practices that currently exist.

(b) No past practice which may subsequently be determined to constitute a discriminatory employment practice shall be maintained; provided further, that should any provision of this Agreement or any practice maintained in effect pursuant to this Agreement be required to be terminated, modified or amended in any way by an order of any court of competent jurisdiction, the parties hereto agree that they will forthwith make whatever changes, modifications or amendments as required to be made to this Agreement or said practice by the order of said court.

SECTION 19. CASUAL AND EXTRA EMPLOYEES

(a) The parties recognize that the Employers have a need for casual and/or extra employees to replace employees who are sick, on vacation or who for other reasons do not report for work. Accordingly, the Employers shall establish a pool of persons who are available for such work. A list of such individuals shall be maintained by the Employers, arranged sequentially in accordance with their first day of work, and shall be updated as needed for accuracy.

(b) Available extra work, including vacation relief, shall be assigned by seniority from the list of casuals in the order that such casuals appear on the list. When a casual completes the assignment, he shall be returned to his place on the casual list for further work assignment.

(c) The Employers shall have the right to eliminate names from the casual list on the basis of unreliability, poor work performance, or for other legitimate reasons. The grievance procedures of this Agreement shall not be available to casuals because they have been eliminated from the list, except as provided in paragraph (d) below.

(d) New registrants on the casual list shall be considered on probation, and shall not acquire seniority until they have completed one hundred twenty (120) calendar days. Upon achieving seniority, a casual shall be entitled to use the grievance procedures of the Agreement. The Guaranteed Hours provision of the Agreement shall not be applicable to casuals or extra employees.

(e) Casuals shall not be used in the manner that deprives regular employees of reassignments under Section 6(b) of this Agreement.

(f) Casual employees who have acquired seniority shall accrue vacation pay and sick leave on a pro-rata basis, and those who work at least 80 hours or more in a month will also be eligible for Recology Health and Welfare benefits. Casual employees shall receive the same benefits as regular employees after two years of employment as a casual.

(g) Vacancies in regular employment shall be filled from casuals who have achieved seniority, in the order that their names appear on the casual list. In the event of layoff of regular employees, they shall have the right to be included at the top of the casual List, in accordance with their seniority. Their recall rights under this Agreement shall remain intact while performing work as casuals. Such laid off regular employees shall receive the full contractual rate of pay while working off the casual list.

SECTION 20. STARTING TIME

(a) Changing of established starting times shall be at the discretion of the Employers, with notice of any such change posted on the bulletin board at least 24 hours in advance. Said posting requirement applies only to general changes in shift starting times and does not apply to changes in individual starting times which may from time to time be required.

(b) It is understood that all routes that ordinarily leave the garage before 6:00 a.m. are considered to be night routes. All routes which ordinarily leave the garage at or after 6:00 a.m. are morning routes.

SECTION 21. COFFEE BREAKS

All employees shall each day be entitled to take two (2) paid coffee breaks of fifteen (15) minutes each. An unpaid lunch break of thirty (30) minutes at as near to mid-shift as possible is also permitted.

SECTION 22. SENIORITY AND LAYOFFS

(a) Separate Seniority: It is understood and agreed that the seniority provisions of this Agreement shall apply separately to Golden Gate Disposal Company and to Sunset Scavenger Company. It is further understood that said seniority provisions shall also apply separately to the Shop Departments and the Garbage Collection Departments of each Employer and to the Curbside Recycling Program Department at Sunset Scavenger Company and that said departments shall be considered as distinct entities for purposes of the application of these provisions.

(b) Attainment of Seniority: Seniority shall not apply to an employee until he shall have been employed for one hundred twenty (120) calendar days. Upon attainment of seniority, an individual shall be considered a regular employee.

(c) Application of Seniority: In the reduction of forces due to the slackness of work, the last employee hired shall be the first employee laid off and in rehiring, the last employee laid off shall be the first employee re-hired until the list of former employees is exhausted, provided, however, that seniority shall be broken, and there shall be no re-hire right, after an employee has been on layoff for a period of six (6) consecutive months due to lack of work.

(d) Seniority List: The Employers shall maintain master seniority lists of all employees covered by this Agreement and provide the Union with a copy.

(e) The Employers shall not lay off any seniority employee without proper justification.

(f) Re-Hire Procedure: In the event of a layoff, an employee so laid off shall be restored to duty according to seniority.

(g) Filling All Positions: Seniority shall be adhered to in filling positions under this Agreement. Employees working other classifications under the jurisdiction of this Agreement shall be given reasonable trial of up to one week on the basis of seniority to qualify for and accept such positions. Upon request by the employee, the Company shall grant the employee an additional week of training for an accepted position. Employee may only try and reject one route in a twelve month period. Employee may bid on an additional route but must accept the route without the trial period. Training will be provided on the accepted route.

(h) Vacancies: All jobs and classifications will be subject to a direct bid. Wherever a permanent vacancy occurs, it shall be posted for a period of ten (10) working days, during which interested employees shall be entitled to bid on the vacancy. At the conclusion of the posting period, the Employers shall award the position to the most qualified bidder with the greatest seniority. The Employers shall establish a separate telephone system that provides up to date voice mail that provides route openings/vacancies. Any employee who is absent during these postings/vacancies shall notify the Company of their interest by contacting the Company immediately. Any employee who is absent during the awarding of the new vacancy shall be notified by the Company of their turn to accept/reject such vacancy, and they will be required to give their decision on the vacancy in a timely manner.

The Company shall post all vacancies at all time clock locations within two (2) weeks after such openings become available.

All future vacancies in commercial route positions such as front-end loader drivers, debris-box drivers and any other classifications in the commercial department shall be posted on the bulletin board to allow all employees qualified to bid for such vacancies.

Any employee who successfully bids for and is assigned to fill any vacancy shall not be eligible to bid on another vacancy for one year after he/she is so assigned, except that this limitation shall not prevent an employee from bidding on a vacancy in a higher classification.

(i) Temporary Vacancies: All temporary openings shall be awarded by seniority within the Floater Pool, defined as regular employees that do not have an assigned route, and with refusal rights by each employee. If no employee accepts the assignment, the Company shall appoint the least senior employee in the Floating Pool. Such temporary openings shall be posted within (1) week of the job opening, and shall be awarded in accordance with Section 22 of the CBA. The definition of a temporary vacancy is when an employee is off of work due to illness, injury, approved leave, or any absence of three (3) weeks or more. Any driver within the Floater Pool who selects or is assigned such a route shall remain in this position until the regular employee returns. The driver shall be returned to the Floater Pool in accordance with his/her

seniority upon completion of such an assignment. Such an employee may bid on permanent vacancies during this period.

(j) Job Seniority in Reassignment: Twenty (20) working days in a thirty (30) day period will establish seniority in a classification, except that employees assigned to cover temporary assignments such as vacation relief or temporary leaves of absence shall not acquire seniority in the classification to which they are temporarily assigned, no matter how long a period the assignment covers. An employee does not gain seniority in a classification except in the situation where the employee has been permanently assigned as the result of a permanent bid.

When an employee, at his own request, is placed in a lower paid classification, he shall be paid at the rate of the lower classification. In the event the Employers have to cut down on any of the operations, they will have the right to reassign any employee to a lower classification without being obligated to pay the higher rate of pay. Seniority will be observed in such reassignment.

(k) Reduction in force protection: No employee employed under this agreement on the date of ratification will be laid off or removed from the bargaining unit as a result of a reduction in force through December 31, 2016; provided, however, that this paragraph shall not apply in the event of a reduction in force caused by an act of God, terrorist action, loss of any City contract, or a successful challenge to the 1932 Initiative Ordinance. Such losses shall be verified.

(l) Removal of routes: In the event that route reductions are implemented, the seniority of the employee(s) on the removed route(s) will be compared to the remaining employees in that classification with a steady route(s). The senior displaced employee(s) has the option to assume the Route(s) of the least senior employee(s) in that classification. If the senior employee(s) exercise his/her option then, the least senior employee(s) within the affected classification with the steady route will be moved to the floater department in accordance with his/her seniority. The more senior employee(s) from the displaced route(s) will then be allowed to assume those route(s). The change of status form will indicate the effective change date of transfer. Additionally, if the senior employee(s) does not exercise his/her option to assume the least senior employee's route then he/she will be assigned to the floater department. Any option to assume an existing route under this provision is limited to those displaced employees without any trial period (except for directions) as time is of the essence to minimize customer disruption.

SECTION 23. DESCRIPTIONS

1. Helper/Driver: The second man on rear loader routes. Shuttles garbage collection truck from house to house and collects garbage and refuse; washes truck inside and outside.

2. Shop Person: Performs all duties in the shop assigned to him or her by a supervisor or a leadperson. The duties shall include, but not be limited to, those performed by Parts Room Persons, Lube/Preventive Maintenance Persons, Tirepersons and Container Shop Persons.

3. Mechanic/Truck Welder: Performs all mechanical, truck welding and truck painting duties necessary for fleet maintenance, as assigned to him by a supervisor or leadperson in the shop.

4. Commercial Driver: Drives drop-box, front-end loader, long-haul equipment, bin-truck, from city routes to transfer station and in the case of long haul equipment, from transfer station to disposal site. Responsible for truck and route; and drives truck to and from the dump.

5. Route Leadperson/Fantastic 3: Maintains route services, customer relations and principal revenue collections and rate adjustments. Has to also be able, when situation requires, to perform physical work on the route such as driving truck or collecting refuse. Responsible for truck and route; and drives truck to and from the dump.

6. Shop Foreperson: The Shop Foreperson is responsible for the repairs to all the equipment; is directly in charge of the Shop Employees and oversees the purchase of parts.

7. Assistant Shop Foreman: The Assistant Foreperson helps the Foreperson in his daily duties and takes over for him in his absence.

8. Recycling Collector: All Recycling Collectors must possess a California Class A or B Commercial drivers license; are required to drive a specialized 30-foot recycling collection vehicle assigned by the Company; collect all recyclable materials either placed at the curb, in an apartment house or combination of the two on an assigned route as established by management and the City and County of San Francisco; are responsible for accurate documentation of general route information including participation rates, route conditions and vehicle data as prescribed by management; other duties as required. Responsible for truck and route; and drives truck to and from the dump.

SECTION 24. JURY DUTY

Any employee scheduled and who is summoned and reports for jury duty shall receive the difference between jury pay and his regular daily rate of pay for each day for which he reported for jury duty and on which he would normally have worked.

SECTION 25. EXTRA CONTRACT AGREEMENTS

The Employers agree not to enter into any agreement or contract with their employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

SECTION 26. SUBSTANCE ABUSE

The Employer's Substance Abuse Policy provides that employees who test positive pursuant to Department of Transportation guidelines shall receive a one (1) month suspension and, upon execution of a Return to Work Agreement, be reinstated to their position without loss of seniority. In the event the employee needs additional time, the Employer agrees to allow all employees to complete their rehabilitation program up to three months, as directed by the treating physician and/or counselor without loss of seniority.

During the period that the person is suspended, the Employer will pay for COBRA (medical, dental, EAP) coverage provided that the employee has elected to accept COBRA coverage within the required time period.

SECTION 27. DRIVER LICENSES

(a) All employees must be in possession of a valid California Drivers License of the proper class needed to perform the employee's job duties.

(b) All employees who lose their license for a non-medical reason shall be suspended until such time as the employee obtains a current Drivers License. During this lay-off, the employee may use any accrued but unused vacation time. If the employee is unable to obtain a license within thirteen (13) months of the suspension, the employee shall be discharged. The employee shall be responsible for paying the COBRA premium for his/her health benefits after the first (6) months.

(c) Employees who lose their license due to a medical condition will use their best efforts to have the license reinstated. The Employers agree to make all reasonable accommodations, as defined by law, for the employee to continue to work. Any employee working without a license on the effective date of this Agreement shall continue in that capacity, provided the employee makes best efforts to become licensed.

(d) The employees agree to be in compliance with any and all regulations of the U.S. Department of Transportation, California Highway Patrol, and California Department of Transportation regarding hours of work, medical conditions, and required license.

SECTION 28. EMPLOYEE LOYALTY

During the employee's employment, the employee shall not engage in competition with the Employers as a sole proprietor, partnership, employee, agent or through any other means. Salvaging while on duty or at Employers' facility or customers of Employers' facility is forbidden. Any employee competing with the Employers is subject to immediate discharge. Competition includes collecting recyclables which have been packaged or left for pick-up for the Employer.

SECTION 29. TRANSFER OF EMPLOYMENT WITHIN THE RECOLOGY CORPORATION/COMPANY

Starting January 1, 2012, any employee represented by Teamsters Local No. 350 who transfers, from a San Francisco Recology company to another San Francisco Recology company shall maintain his/her seniority for all benefits and start at the top rate of the hourly rate involved. For any employee represented by Teamsters Local No. 350 who transfers from a Recology company outside of San Francisco to a San Francisco Recology company, Employer shall waive the new hire addendum and the employee will start at 100% of the hourly wage involved.

The pension benefits will be the plan in effect at the company the employee transfers into. As of the date of such transfer, if the transfer involves moving from one pension

plan to another or from one benefit structure under the Recology Pension Plan to another benefit structure under the Recology Pension Plan, the employee's pension benefit accrued while employed by the employee's former employer shall be frozen, and future pension benefit will be determined in accordance with the terms of the plan maintained by the company to which the employee has been transferred.

SECTION 30. SUPPLEMENTAL INCOME 401(K)

Effective October 2005 the Employers agree to recognize all written authorizations from the union members covered by this agreement authorizing deductions from their compensation for contributions to a Supplemental Income 401(k). This Plan will be administered by New York Life at no cost to the Employers. The parties recognize that due to the need to make administrative and payroll changes in order to participate in this Plan, actual participation may be delayed for a reasonable period of time to allow the administrative and payroll changes to be made. Employees covered by this agreement and hired after October 1, 2005, will be eligible to participate on October 1st or April 1st whichever comes first following the first 1000 hours of service. If an employee is hired after October 1, 2005, and has previously participated in the Teamster Supplemental Income 401(k) Plan, their entry is immediate. The participation in the Plan will be on a voluntary basis, without cost to or matching from the Employers.

SECTION 31. LEAVE OF ABSENCE

Section 1. In all cases where an unpaid leave of absence is granted by the Employer to an employee, it shall be in writing and the Union shall be notified in writing of the name of the employee, the effective date and the termination date of the leave of absence in cases where such leave of absence exceeds two (2) weeks.

Section 2. In the event the leave of absence is extended, such extension shall be made in writing to the employee with a copy to the Union. Any employee who overstays or does not return will be considered to have quit his employment. If rehired by the Company, such individual shall be considered a new employee.

Section 3. Such leaves of absence as granted by the Employer shall be without pay and Employer shall be under no obligation to the employee except to return him to work at the expiration of such leave in accordance with the employee's seniority.

Section 4. Effective January 1, 2012, employees who have been employed for more than one (1) year may take up to five (5) days per calendar year of unpaid personal days provided the Employer has been given twenty-four (24) hours notice and the employee has received supervisor approval, supervisor approval shall not be unreasonably withheld.

SECTION 32. TERM OF AGREEMENT

This Agreement shall be effective on January 1, 2012, and shall remain in full force and effect to and including December 31, 2016. Thereafter, it shall renew itself for yearly terms beginning with January 1st of each year unless written notice is received by either party from the other party not less than sixty (60) days but not more than ninety (90) days prior to

December 31, 2016, or December 31st of any subsequent year that it is desired to terminate, modify, change or amend the Agreement. Notwithstanding the foregoing, the parties hereby agree to commence negotiations on June 1, 2016 for a successor agreement to be effective as of January 1, 2017.

During said negotiations, both parties are free to make any proposals on mandatory subjects of bargaining, including but not limited to, seniority; vacation; holiday; hourly wages; lump sum payments; cost of living adjustments; health insurance; dental insurance; and pension.

Should any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or by the decision of any authorized governmental agency, including the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice, the remaining parts or provisions shall remain in full force and effect.

Dated: 5-11-12

FOR UNION:

SANITARY TRUCK DRIVERS AND
HELPERS UNION LOCAL 350

By: _____

Robert Morales
Secretary-Treasurer

FOR EMPLOYERS:

RECOLOGY GOLDEN GATE DISPOSAL
COMPANY and RECOLOGY SUNSET
SCAVENGER COMPANY

By: _____

John Legnitto
Vice President and Group General
Manager

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Appendix A

**SIDE LETTER RE PAYMENT OF PENSION COMMITTEE REPRESENTATIVE
(Section 11(j)).**

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

The Union and the Employers hereby agree as follows

Regarding the individual designated by the Union and appointed by the Recology Board of Directors to the Recology Pension Committee (See Section 11(j)), if the designee is not a Recology employee, subject to confirmation that such payments can be lawfully made, the Employers shall compensate the Union designee for attendance at meetings of the Recology Pension Committee and preparation time at the amount paid to non-employee members of that Committee (currently \$1000 per meeting). This payment is limited to non-employees only. Employee Union designees shall receive no compensation for their service on the Recology Pension Committee.

Dated: 5-11-12

FOR UNION:

**SANITARY TRUCK DRIVERS AND
HELPERS UNION LOCAL 350**

By: _____
Robert Morales
Secretary-Treasurer

FOR EMPLOYERS:

**RECOLOGY GOLDEN GATE DISPOSAL
COMPANY and RECOLOGY SUNSET
SCAVENGER COMPANY**

By: _____
John Legnitto
Vice President and Group General
Manager

Appendix B

SIDE LETTER OF AGREEMENT

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

The Union and the Employers hereby agree as follows:

Upon ratification, all warning letters shall be removed from all employee files (this paragraph does not affect any prior suspensions or terminations or any agreement arising out of prior suspensions or terminations).

Dated: 8-11-12

FOR UNION:

**SANITARY TRUCK DRIVERS AND
HELPERS UNION LOCAL 350**

By: _____

Robert Morales
Secretary-Treasurer

FOR EMPLOYERS:

**RECOLOGY GOLDEN GATE DISPOSAL
COMPANY and RECOLOGY SUNSET
SCAVENGER COMPANY**

By: _____

John Legnitto
Vice President and Group General
Manager

Appendix C

SIDE LETTER OF AGREEMENT

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY, TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

All employees on the payroll as of the date of ratification of this 2012-16 collective bargaining agreement shall receive a one-time signup/negotiation incentive of five hundred dollars (\$500.00)

All employees on the payroll on January 1, 2015 shall receive a one-time signup/negotiation incentive of five hundred dollars (\$500.00).

All employees on the payroll on January 1, 2016 shall receive a one-time signup/negotiation incentive of five hundred dollars (\$500.00).

Dated: 5-11-12

FOR UNION:

**SANITARY TRUCK DRIVERS AND
HELPERS UNION LOCAL 350**

By: _____
Robert Morales
Secretary-Treasurer

FOR EMPLOYERS:

**RECOLOGY GOLDEN GATE DISPOSAL
COMPANY and RECOLOGY SUNSET
SCAVENGER COMPANY**

By: _____
John Legnitto
Vice President and Group General
Manager

Attachment 11: Workers Engaged in Moving Services

(Admin code 21C.6)

the Agreement between the Service West and the Northern California Regional Council of Carpenters and the Carpenters 46 Northern California Counties Conference Board regarding furniture movers and related classifications, in effect from September 1, 2017 to August 31, 2019

2017-2019

CARPENTERS TRUCK DRIVER AND MOVER AGREEMENT

For the 46 Northern California Counties

This AGREEMENT ("Agreement") made and entered into this 29 day of MOVING SERVICES
August, 2012 by and between Legal Installation and ("employer"),
the NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL and the CARPENTERS
46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, for and on behalf of its
affiliated Local Unions having jurisdiction in the 46 Northern California Counties ("Union").

It is hereby agreed that the wages, fringes and working conditions set forth in the current 46 Northern California Counties Carpenters Master Agreement for Northern California ("Master Agreement"), or any amendments, modification, additions, extensions, or renewals thereof, will be applicable to all covered work performed by the employer unless specifically amended herein.

SECTION 1 RECOGNITION

1.01.00 Union Recognition

The employer hereby recognizes the Carpenters 46 Northern California Counties Conference Board and its affiliates as the sole and exclusive bargaining agent for employees hired to perform work as outlined below.

1.02.00 Union Security

- (1) Every person performing work covered by this Agreement who is a member of the Union and in the employment of an employer on work covered by this Agreement on the effective date of this Agreement shall, as a condition of employment or continued employment, remain a member in good standing of the Union or the appropriate Local Union of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union or the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on the expiration of eight (8) days of employment, continuous or cumulative, on such work following the beginning of such employment or the effective date of this Agreement, whichever is later. Membership in any Local Union shall be available to any such person on the same terms and conditions generally applicable to other members. If Federal Law is hereafter amended to permit a lesser requirement for union membership or union membership as a condition of employment than provided in this Agreement, the employer and the Union will promptly enter into negotiations with regard to such subject.
- (2) The employer shall not be required to discharge any employee pursuant to this Section until a written notice from the appropriate Local Union of the Union of such employee's non-compliance with this Section, stating all pertinent facts showing such non-compliance, shall have been served upon such employer and two (2) working days shall have been allowed for compliance therewith.

1.03.00 Union Representative

Union representatives shall be permitted at all times upon any place or location where any work covered by this Agreement is being, has been or will be performed.

The Union Representative shall check in with the designated management representative prior to visiting the work area.

Where there are visitation restrictions imposed at the jobsite by entities other than the employer, the employer will use his best efforts to provide access to the site by the union representative.

SECTION 2 **SCOPE OF WORK**

2.01.00 Covered Work

This Agreement shall cover the transportation and delivery of furniture and furniture components to the point of first drop at the jobsite and all warehouse work activities. This Agreement shall also cover all delivery and handling of non furniture items including, but not limited to, boxed supplies, boxed goods, and office supplies.

This Agreement shall also cover the moving of free standing furniture, fixtures and equipment in health care facilities. This Agreement shall not cover any work in health care facilities that is currently covered by the scope of work covered provisions of the Office Modular Systems Addendum to the 46 Northern California Counties Carpenters Master Agreement for Northern California or any work currently covered by the scope of work provisions of the 46 Northern California Counties Carpenters Master Agreement for Northern California.

This Agreement shall not cover the handling, installation, removal, relocation and maintenance of all new or used free standing manufactured modular office furniture systems ("Furniture Systems"). Specifically excluded from the scope of this Agreement are the handling, installation, removal, relocation and maintenance of all manufactured parts (which come unassembled or are disassembled), and components (desks, filing systems, etc.). Drivers doing work that requires a Class A license are not covered by this agreement. If the employer employs Class A drivers, not currently covered by a collective bargaining agreement, the Union and the employer will sit down and negotiate wage and fringe benefits for Class A drivers within thirty (30) days of the hiring of the Class A driver(s).

This Agreement shall not apply to the construction industry or any work covered by the scope of work covered by the 46 Northern California Counties Carpenters Master Agreement for Northern California.

SECTION 3
CLASSIFICATIONS AND WAGE RATES

3.01.00 Classifications

Five (5) classifications shall be covered by this agreement; Mover, Packer, Crater, Driver and Helper.

3.02.00 Wage Rates

Area 1: The counties of San Francisco, San Mateo, Santa Clara, Alameda, Contra Costa, Solano, Napa, Sonoma and Marin.

Area 2: All other California counties within the geographic jurisdiction of the Northern California Carpenters Regional Council.

Effective September 1, 2017*

Classification	Area 1	Area 2
Mover, Packer, Crater	\$19.85	\$13.00
Driver	\$20.12	\$13.30
Helper	\$19.85	\$13.00

Effective September 1, 2018*

Classification	Area 1	Area 2
Mover, Packer, Crater	\$20.15	\$13.30
Driver	\$20.42	\$13.60
Helper	\$20.15	\$13.30

***Sets forth the minimum hourly wage rate for the above classifications. In the event that an employee is currently working at an hourly wage rate above the minimum hourly wage rate they shall receive the hourly increases on top of their current hourly wage rate.**

No current employees will suffer a reduction in hourly wages or fringes as a result of this agreement.

SECTION 4
FRINGE BENEFITS

4.01.00 Health & Welfare Contributions

The modified Plan B of the Carpenters Health & Welfare Plan shall be the applicable Health & Welfare Plan. The Health & Welfare Plan B contributions effective September 1, 2017 shall be \$10.30 per hour per employee.

The Health & Welfare Plan B contributions effective September 1, 2018 shall be \$10.65 per hour per employee.

No current employees will suffer a loss or a break in Health and Welfare coverage as a result of this agreement.

4.02.00 Hour Cap on Health & Welfare Contributions

Contributions to the modified Plan B of the Carpenters Health & Welfare Plan shall be capped at 1800 hours. This covers the Agreement anniversary year for each employee working for a single employer during that year.

4.03.00 Fringe Benefits

The employer agrees to contribute the following amounts for all hours worked or paid by employees covered by this agreement:

Effective September 1, 2017

	Health & Welfare	Annuity	Vacation	Work Fee
Area 1				
Mover, Packer, Crater	\$10.30	\$1.15	\$1.05	\$0.83
Driver	\$10.30	\$1.15	\$1.05	\$0.83
Helper	\$10.30	\$1.15	\$1.05	\$0.83
Area 2				
Mover, Packer, Crater	\$10.30	\$0.65	\$0.50	\$0.83
Driver	\$10.30	\$0.65	\$0.50	\$0.83
Helper	\$10.30	\$0.65	\$0.50	\$0.83

Effective September 1, 2018

	Health & Welfare	Annuity	Vacation	Work Fee
Area 1				
Mover, Packer, Crater	\$10.65	\$1.15	\$1.05	\$0.85
Driver	\$10.65	\$1.15	\$1.05	\$0.85
Helper	\$10.65	\$1.15	\$1.05	\$0.85
Area 2				
Mover, Packer, Crater	\$10.65	\$0.65	\$0.50	\$0.85
Driver	\$10.65	\$0.65	\$0.50	\$0.85
Helper	\$10.65	\$0.65	\$0.50	\$0.85

SECTION 5
HOURS OF WORK, OVERTIME AND SHIFTS

5.01.00 Regular Work Day

The regular work day shall be eight (8) consecutive hours between the hours of 5:00am and 5:00pm. The regular workweek will be forty (40) hours, Monday through Friday or Tuesday through Saturday.

5.02.00 Overtime

Hours worked in excess of eight (8) hours on the first through the fifth workday and up to ten (10) hours on the sixth workday, shall be paid at the rate of one and one-half times (1 1/2x) the straight time hourly rate. All hours worked in excess of ten (10) hours on the sixth workday and all hours worked on the seventh workday and Holidays shall be paid at two times (2x) the straight time hourly rate.

5.03.00 Special Shift Work

When work covered by this Agreement is of such a nature that it is not appropriate or practical to perform during the regular work day(s), then such work shall be performed as a "Special Shift" at a suitable time as designated by the employer. Employees performing work under this provision shall be paid at the Special Shift wage rate of 1.125x the straight time hourly wage rate.

5.04.00 Multiple Shift Work

When more than one shift is required, the first shift shall work eight (8) hours for eight (8) hours pay. The second shift shall work seven (7) continuous hours and receive eight (8) hours of pay and the third shift shall work seven (7) continuous hours and receive eight (8) hours pay at the employee's current rate of pay. No employee shall be required to work more than one shift during a twenty-four (24) hour period at shift rates.

SECTION 6
HOLIDAYS

6.01.00 Holidays

No "designated off-days" are recognized under this Agreement. The following are the recognized holidays: New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, and Christmas Day.

SECTION 7
RE-EMPLOYMENT

7.01.00 Re-employment

It shall be a contractual obligation of the employer signed to this Agreement to re-employ Movers, Packers, Craters, Helpers and Drivers who have been laid off, due to a lack of work prior to any new hires being employed.

SECTION 8
TRAVEL

8.01.00 Travel and Subsistence

Drivers and helpers shall be paid at the regular schedule while in actual service, and shall receive meal and lodging when out of town overnight with a value of not less than forty-five dollars (\$45.00).

SECTION 9
SUBCONTRACTING

9.01.00 Subcontracting of Covered Work

An employer who opts to subcontract covered work shall notify the union of any such subcontractor. The employer acting as a subcontractor shall also be bound to this Agreement.

9.02.00 Assumption of Covered Work Job

In the event a contractor takes over the performance of a contract covered by the terms of this Agreement for another contractor, the successor contractor shall notify the Union by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work. Failure to give such notice shall subject to successor contractor to any liability for any delinquent fringe benefits of the predecessor contractor through the grievance procedure in addition to any other claims which may arise because of such failure.

SECTION 10
GRIEVANCE PROCEDURE

10.01.00 Grievance Procedure

Any grievance arising under this Agreement shall be processed in accordance with the procedures established in Section 51 – Grievance Procedure of the 46 Northern California Counties Carpenters Master Agreement for Northern California.

SECTION 11
SHOP STEWARD

11.01.00 Shop Steward

The Union maintains the right to appoint one (1) shop steward. The shop steward will make every reasonable effort to perform their duties in a manner that does not unduly disrupt the work day.

SECTION 12
BREAKS AND REST PERIOD

13.01.00 Breaks and Rest Period

The parties agree that the provisions of Section 22 of the Carpenters Master Agreement regarding meal, break and rest periods will be incorporated as part of this Agreement.

SECTION 13
SICK LEAVE

12.01.00 Sick Leave

The parties agree that to the fullest extent permitted, this Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, effective February 5, 2007, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement.

In addition, this waiver shall apply to any other city, county or other local ordinance requiring mandatory paid sick leave that may be adopted during the term of this Agreement.

SECTION 14
TERM

14.01.00 Term

This Agreement shall remain in full force and effect from the 1st day of September 2017 through the 31st day of August 2019, and shall continue in full force and effect thereafter unless either party, not more than ninety (90) days nor less than sixty (60) days prior to the 31st day of August 2019, or not more than (90) days nor less than sixty (60) days prior to the 31st day of August of any subsequent year, serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.



Name & Title

Wilfredo Galindo

Company Name

Galindo Installation
& Moving Services

Company Address

2901 Mariposa St #3

San Francisco CA

Company City, State & Zip Code

94110

(415) 861-4230

Company Telephone Number

(415) 861-4234


Company Fax Number

22


Local Union



Authorized Union Representative



Robert Alvarado, Executive Officer
Northern California Carpenters
Regional Council



William Feyling, Executive Director
Carpenters 46 Northern California
Counties Conference Board

Attachment 12: Trade Show and Special Event Work
(Admin code 21C.8)

the Collective Bargaining Agreement between
Convention Services Employer and Allied Trades District
Council 36, on behalf of Sign Display and Allied Crafts
Local Union 510, in effect from April 1st 2015 to March
31, 2018

