

**NORTHERN CALIFORNIA  
MAINTENANCE CONTRACTORS  
AGREEMENT**

**with**

**UNITED SERVICE WORKERS WEST,  
SERVICE EMPLOYEES  
INTERNATIONAL UNION**

**Covering:**

**Bay Area**

**(Santa Clara, San Mateo, Alameda  
and Contra Costa Counties)**

**May 1, 2008 through April 30, 2012**

**and**

**Sacramento Area**

**(Sacramento, Yolo and Placer Counties)**

**June 1, 2008 through April 30, 2012**



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**NON-ECONOMIC LANGUAGE (Main Body, Appendix A, Appendix C).** The numbers of the Articles and Sections appear in consecutive order in the Table of Contents. The numbers of the Sections in Appendix A follow after the numbers of the Sections in the same Articles in the Main Body, and the numbers of the Sections in Appendix C follow after the numbers of the Sections in the same Articles in the Main Body and Appendix A. The page numbers in the first section of the Table of Contents reflect this numbering system.

- **The Main Body of the Agreement** (pages 1-26) contains non-economic language which is identical for the Bay Area and the Sacramento Area.
- **Appendix A** (pages 27-36) contains non-economic language which applies only to the Bay Area.
- **Appendix C** (pages 75-82) contains non-economic language which applies only to the Sacramento Area.

**APPENDIX B** (pages 37-74) contains the economic provisions applying to the Bay Area, and has its own separate system of numbering Sections.

**APPENDIX D** (pages 83-93) contains the economic provisions applying to the Sacramento Area, and has its own separate system of numbering Sections.

**APPENDIX E** (pages 94-95) contains the rules of participation in the SEIU National Industry Pension Fund.

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## **AGREEMENT**

This Agreement is made and entered into effective the dates shown below, by and between those signatory employers hereinafter referred to as the "Employer" and the Service Employees International Union, Local 1877, hereinafter referred to as the "Union".

The Employer recognizes the Union as the sole collective bargaining representative for its employees within the specifically defined counties of Santa Clara, San Mateo, Alameda, and Contra Costa (hereinafter referred to as the "Bay Area"), and Sacramento, Yolo, and Placer (hereinafter referred to as the "Sacramento Area"), in the State of California.

<u>Counties</u>	<u>Date of Inclusion in this Agreement</u>
Santa Clara, San Mateo, Alameda, Contra Costa	May 1, 2008
Sacramento, Yolo, Placer	June 1, 2008

This Agreement is the successor to the Bay Area Maintenance Contractors Agreement and the Sacramento Area Agreement. Any other Collective Bargaining Agreement between any signatory Employer and the Union within the geographic jurisdiction of this Agreement shall remain separate from this Agreement.

See Appendix C for additional provisions applying to the Sacramento Area (p. 75)

### **ARTICLE I – NON DISCRIMINATION AND NON HARASSMENT**

1.1 The Union and the Employer agree they shall not discriminate against any applicant or employee in hiring, promotions, assignments, recall or lay off status, because of race, color, ancestry, religion, creed, national origin, age, sex, disability (as defined by the Americans with Disabilities Act), maternity status or sexual orientation. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

Whenever the masculine gender is used in the Agreement it shall be deemed to include the feminine gender and vice versa as the case may be.

1.2 The Union, the employees and the Employer are committed to providing a work environment that is free of unlawful harassment. This would include harassment based on any of the following categories: race, color, religion, sex, national origin, ancestry, age, sexual orientation or marital status. Any employee who believes that harassment has taken place, should immediately report the facts to the Employer. Any person found by the Company to have harassed another in violation of this policy will be subject to discipline.

## **ARTICLE II – UNION RECOGNITION**

### **2.1 Scope of Bargaining Unit**

The Employer recognizes the Union as the sole collective bargaining agent for all persons that come under the jurisdiction of the Union, in all establishments or places of business which the Employer is now, or may in the future be servicing under contract or otherwise, and the Employer agrees to pay the wages and to work his employees under the terms and conditions of employment hereinafter set forth. The parties have agreed that the classifications covered by this Agreement are exclusive of clerical, supervisory and management employees. See the Appendices to this Agreement for the classifications covered in each geographic area.

### **2.2 Authority of Forepersons**

The Employer shall not authorize Forepersons or other bargaining-unit employees to impose discipline or perform the following supervisory duties: 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.

See Section 2.3 and 2.4 in Appendix A for additional provisions applying to the Bay Area (p. 27).

## **ARTICLE III – HIRING AND EMPLOYMENT**

### **3.1 Union Security**

- A. As a condition of continued employment, all employees employed by the Employer in the unit which is the subject of 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.
- B. The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action resulting from this Article 3 or from the Employer's reliance upon the authenticity or effectiveness of such authorization cards.

### 3.2 **Hiring**

- A. When new or additional employees are needed, the Employer shall notify the Union of the number and classifications of employees needed.
- B. Part-time employees shall have priority over new hires in filling any full-time jobs that become vacant or newly created provided such employee is qualified to perform the work.
- C. Applicants for jobs shall be referred by the Union to the Employer for employment on a nondiscriminatory basis without reference to their Union membership or lack of such membership, provided that such referral shall not be affected in any way by Union rules, regulations, by laws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

See Section 3.4 in Appendix C for additional provisions applying to the Sacramento Area (p. 75).

- D. In hiring, the Employer shall consider giving preference to applicants previously employed in the Service Employees industry in the local labor market area.
- E. The Employer shall give the Union equal opportunity with all other sources to refer suitable applicants for employment, provided the Employer on the date of hiring shall notify the Union of the name and address of each person hired. If the Employer utilizes a fee employment agency for the purpose of securing janitorial employees, the entire fee of said employment agency covering each employee shall be borne solely by the Employer.
- F. During the employment of any person while such person is not yet a member of the Union, the Employer shall pay said person so employed the contract wage rates and provide all other benefits the employee is entitled to. The Employer shall in all other aspects require said employee to work under and live up to all rules and regulations specified in the Agreement.

### 3.3 **Retention of Employees at Non-Union Sites**

When an Employer takes over the servicing of an establishment not being serviced by a Union Contractor and the Union can demonstrate that the changeover of contractor was a direct result of the Union organizing efforts, the Employer shall employ employees of the prior contractor at the site within the specifications of the site. The Employer will give consideration to employees not so retained being hired elsewhere in the company.

## **ARTICLE IV– CHECK OFF**

### **4.1 Payment of Membership Initiation and Dues**

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 and of such employee's obligations of Union membership. Further, the Employer shall, at the time of hire, give each new employee a copy of the Notice to New Employees, an authorization and membership application form. The Union agrees to provide the Employer with copies of these notices.

See Section 4.3 in Appendix A for additional provisions applying to the Bay Area (p. 27). See Section 4.4 in Appendix C for additional provisions applying to the Sacramento Area (p. 75).

### **4.2 Monthly Remittance**

The Employer will furnish the Union with an alphabetical check-off list each month, indicating thereon the amount due for each employee and worksite. The Employer shall add to this list, the name and address and home phone number if available and social security number and worksite of any new employee whose name does not appear on the check-off list, and shall submit union membership forms completed by such new employees. The Employer shall delete the names of employees no longer employed.

Authorization cards will be distributed with employee packet. New employees who refuse to sign an authorization card will be listed with the check-off list.

## **ARTICLE V – ENFORCEMENT**

See Section 5.5 in Appendix C for additional provisions applying to the Sacramento Area (p. 76).

### **5.1 Union Access**

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 twenty-four (24) hours 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.

## 5.2 **Union Steward**

- A. The Employer recognizes the Union's right to elect or appoint Union Stewards on all shifts for the purpose of monitoring this Agreement and representing employees in attempts to resolve all problems or disputes before they are referred to the grievance procedure. The Union shall notify the Employer, in writing, and with at least ten (10) days notice, as to who the Steward and alternates may be in each location.
- B. The employee may request the presence of a Union Steward when being suspended or terminated. The Employer must grant such request except when circumstances are such that require immediate action. In the absence of the Union Steward, the employee may request the presence of another employee.

See Section 5.4 in Appendix A for additional provisions applying to the Bay Area (p. 27).

## 5.3 **Union Bulletin Board**

The Employer shall allow a section of the main bulletin board located at the Employer's office or headquarters to be used by the Union for the purpose of posting notices of official business of the Union. The Employer further agrees to allow the posting of official notices at sites where there are four (4) or more employees covered by this Agreement where it will be reasonably convenient for the employees to observe them, subject to the approval of the client. The Union agrees that it will not distribute handbills, posters or other literature within the building of the client.

## **ARTICLE VI – NO STRIKE/LOCKOUT**

- 6.1 The Union and its members shall not authorize, cause, engage in, sanction or assist any strike, boycotts, slow-down of operations, or other stoppages of work during the duration of this Agreement. There shall be no lockouts indulged in by the Employer during the duration of this Agreement.
- 6.2 In the event of any violation of this Section, the violating party, whether if be the Union or the Employer will, in good faith and without delay, publicly disavow the violation and attempt to bring about a quick termination of the violation.
- 6.3 Honor Union Picket Lines: It shall not be a violation of this Agreement and it shall not be cause of disciplinary action for any employee covered by this Agreement to refuse to go through or work behind any picket line established because of a

strike authorized by the appropriate Central Labor Council or the Teamsters Joint Councils #7 or #38.

- 6.4 The Union agrees not to utilize Union Access visits scheduled with prior notification to the Employer for the purpose of activities directed to the Employer's client or the client's tenants or employees (including activities or communication related to the Employer); however, this shall not restrict or limit the Union's right to communicate directly with members of the Union.

## **ARTICLE VII – MANAGEMENT RIGHTS**

- 7.1 It is expressly agreed that all rights which ordinarily vest in and are exercised by the Employer, except as such as clearly relinquished herein by the Employer, are reserved to and shall continue to vest in the Employer. This shall include, this enumeration being merely by way of illustration and not by way of limitation, the right to: manage the company and direct the working forces, including the right to hire and to suspend, discipline or discharge employees for just cause, the right to transfer employees from one department and/or classification to another based on the needs of the employer; layoff or relieve employees from work because of a lack of work or for other legitimate reasons based upon the needs of the employer; promote and/or transfer employees to positions and classifications not covered by this Agreement, it being understood that employees in the bargaining unit cannot be forced to take a position outside the bargaining unit; make such operating changes as are deemed necessary by the Employer for the efficient and economical operation of the company, including the right to change the normal work week, the number of hours normally worked during the work week, the length of the normal work day, the hours of work, the beginning and ending time of each shift or assignment and the number of shifts to be operated; the right of the Employer to assign duties and tasks; transfer persons from positions and/or classification not covered by this Agreement to positions and/or classifications covered by this Agreement; maintain discipline and efficiency; determine the type of machines and/or equipment to be used or furnished by the Employer, the location of work assignments, within work periods and the methods and means to conduct the business of the Employer; the right of the Employer to establish, eliminate, combine jobs and classifications.
- 7.2 In the event of any conflict between a provision in this Article VII and another provision of this Agreement, or between a provision in this Article VII and a provision of the National Labor Relations Act, the other provision of this Agreement or of the National Labor Relations Act shall prevail.

See Section 7.3 in Appendix C for additional provisions applying to the Sacramento Area (p. 76).



## **ARTICLE VIII – WAGES AND MILEAGE**

### **8.1 Payment for Travel**

- A. An employee who is required to move from location-to-location in the course of performing his work assignments, shall be paid for all time spent in traveling between such locations.
- B. An employee who is requested or required by the Employer to furnish his own vehicle between locations shall be reimbursed. The mileage allowance shall be thirty five cents (\$0.35) per mile.

Computation of such reimbursed mileage shall begin with the first location and shall include all distances traveled to each location thereafter.

- C. The Employer shall carry non-ownership liability insurance on the vehicles in connection with their work.

See Sections 8.13 and 8.14 in Appendix A for additional provisions applying to the Bay Area (pp. 27-28). See Section 8.17 in Appendix C for additional provisions applying to the Sacramento Area (p. 76).

### **8.2 Working out of Classification**

Any employee required to work out of his/her job classification and/or pay rate into a higher pay classification, shall be paid the higher classification rate for all hours worked, after two (2) hours, in that classification.

See Section 8.18 in Appendix C for additional provisions applying to the Sacramento Area (p. 76).

- 8.3 Wage scale. Refer to Appendix B for the appropriate wage rates and wage increases applying to the Bay Area (pp. 37 and 39). Refer to Appendix D for the appropriate wage rates and wage increases applying to the Sacramento Area (pp. 83 and 85).

- 8.4 Utility Worker/Waxer: see Appendix B for specific provisions applying to the Bay Area (p. 42).

- 8.5 Foreperson: see Appendix B for specific provisions applying to the Bay Area (p. 42).

### **8.6 Payment of Wages**

Employees shall be paid the minimum of two (2) times per month and each Employer shall establish definite paydays and the employees shall be informed of

the paydays. If payday falls on a weekend the Employer will make a reasonable effort to pay employees on the preceding Friday during the business day.

**8.7 Disbursements for Wages**

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 therefrom.

**8.8 Union Inspection of Paychecks**

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, and the Employer shall make the time card and payroll records available to the representative of the Union upon request at any time within six (6) months from the date of issuance. It is agreed that this section shall only be used in case of a dispute between the Employer and the employee over wages, hours or working conditions.

**8.9 Correction of Paycheck Errors.** See Section 8.15 in Appendix A for provisions applying to the Bay Area (p. 28). See Section 8.19 in Appendix C for provisions applying to the Sacramento Area (p. 76).

**8.10 Government Wage Determination**

When an Employer bids or provides service at a location covered by either a State or Federal wage determination and that determination is different from the salary and benefit schedule of this Agreement, then the wage and benefit determination established by the government shall apply.

**8.11 Construction Cleanup.** See Section 8.16 in Appendix A for provisions applying to the Bay Area (p. 28). See Section 8.20 in Appendix C for provisions applying to the Sacramento Area (p. 76).

**8.12 No Reduction of Hours**

No full shift employee or part time employee shall have his hours reduced as a result of the signing of this Agreement.

**ARTICLE IX – HOURS**

See Sections 9.1 through 9.8 in Appendix A for provisions applying to the Bay Area (pp. 28-30). See Sections 9.9 through 9.13 in Appendix C for provisions applying to the Sacramento Area (p. 77).

## **ARTICLE X – WORKING CONDITIONS AND JOB EXPENSE**

### **10.1 Non Solicitation**

The Employer agrees that no member of the Union shall be permitted or requested to solicit customers or work which is being performed by a fair competitor or by any Union member or members.

### **10.2 Uniforms and Safety Equipment**

If special uniforms, safety equipment, overalls, or coveralls are required, it is agreed that such must be furnished by the Employer without cost to the employee and the cost of upkeep and maintenance of them must be paid for by the Employer.

The employees agree to take good care of such uniforms, safety equipment, overalls, or coveralls, and not to wear same except in the course of their working hours, meal time excepted. Employees who fail to wear safety equipment may be disciplined.

The Employer will supply those materials necessary for the employees to perform their work.

The Employer shall supply and store a first aid kit at each job site.

### **10.3 Work Rules**

See Section 10.6 in Appendix A for provisions applying to the Bay Area (p. 30). See Section 10.9 in Appendix C for provisions applying to the Sacramento Area (p. 77).

### **10.4 Non-Bargaining Unit employees**

Non-bargaining unit employees will not perform work of the bargaining unit except for the purposes of training or in emergency situations. Supervisors may perform work as provided in the foregoing sentence or when assisting bargaining unit employees which does not result in a reduction of hours.

### **10.5 No Sexual Harassment**

The Employer, Union and employees agree to cooperate in maintaining an environment free from sexual harassment in accordance with the Employer's policy concerning sexual harassment.

See Sections 10.7 and 10.8 in Appendix A for additional provisions applying to the Bay Area (p. 30). See Section 10.10 in Appendix C for additional provisions applying to the Sacramento Area (p. 77).

## **ARTICLE XI – MAINTENANCE OF WORKING CONDITIONS**

### **11.1 Registration of all Job Locations**

- A. The Employer shall furnish the Union with a written list of all jobs of the Employer, including the exact address and location of each job. Lists will be delivered to the Union in January of each contract year.

As new persons are hired, the Employer will submit to the Union the following information:

1. Employee name, address, and social security number.
2. Address of employment
3. Wage rate
4. Date of hire
5. Contract Appendix/Section

See Section 11.6 in Appendix A for the application of item 5 in the Bay Area (p. 30). See Section 11.9 in Appendix C for the application of item 5 in the Sacramento Area (p. 77).

The Union agrees to maintain all of the information submitted pursuant to this Section as confidential and only for internal use by the Union.

- B. Upon receipt of such information the Union will treat the information on a confidential basis and will release it to another Employer in accordance with the provisions of this Agreement only when it has been determined that bona fide bids are being requested and that said Employer requesting the information is also signatory to a Local 1877 Agreement covering this jurisdiction.

### **11.2 Probationary Employees**

All new employees shall be probationary for a period of sixty (60) work days and shall have no recourse to the grievance procedure. Employees shall not attain building site seniority until they have completed a probationary period of sixty (60) work days. This probationary period may be extended by mutual agreement between the Union and the Employer. Termination for any cause during this period shall not be subject to the Grievance Procedure.

- 11.3 Job Bidding Procedures. See Section 11.7 in Appendix A for provisions applying to the Bay Area (p. 31). See Section 11.10 in Appendix C for provisions applying to the Sacramento Area (p. 78).

11.4 The Employer agrees to inform the Union as soon as reasonably possible when a site is being bid by a non-union contractor(s) and/or is in danger of being lost as a result.

11.5 **Termination of Employer's Services**

The Employer losing a job shall terminate the employees working at that job on the last day of service. The Employer will pay the employees at the time of termination their earned and unpaid wages and any accrued and unpaid vacation pay.

See Section 11.8 in Appendix A for additional provisions applying to the Bay Area (p. 33). See Sections 11.11 and 11.12 in Appendix C for additional provisions applying to the Sacramento Area (p. 79).

**ARTICLE XII – HOLIDAYS**

12.1 Holiday Benefits: See Appendix B for a list of paid holidays applying to the Bay Area (pp. 37 and 46). See Appendix D for a list of paid holidays applying to the Sacramento Area (pp. 83 and 89-90).

12.2 Employees who work less than full-time shall have Holiday benefits pro-rated based on hours worked.

12.3 Eligibility: All regular employees who have worked for a period not less than sixty (60) working days shall receive holiday pay at the employee's regular straight time hourly rate, even though no work is performed on the above mentioned holidays; provided, further, that such employees 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 day before and after said holidays is due to the express permission of the Employer, or bona fide illness confirmed by a doctor's certificate.

12.4 If an employee's day off falls on a designated holiday, said employee shall receive an additional day off with pay within two (2) weeks. If a holiday falls during an employee's vacation period, the employee shall receive an additional day's vacation with pay.

12.5 When an Employer starts servicing a new account within seventy-two (72) hours of a paid holiday and the outgoing Employer does not have an obligation to pay the holiday benefit, then the incoming Employer shall be obligated to provide the holiday pay for those affected employees.

- 12.6 See Appendix B for additional holiday provisions applying to the Bay Area (p. 46). See Appendix D for additional holiday provisions applying to the Sacramento Area (p. 90).

### **ARTICLE XIII – VACATION**

#### **13.1 Vacation Benefits**

See Appendix B for a list of vacation benefits applying to the Bay Area (pp. 37 and 45). See Appendix D for vacation benefits applying to the Sacramento Area (pp. 83 and 88).

Any employee receiving vacation privileges better than those mentioned in this Agreement shall not have them reduced.

#### **13.2 Vacation Period**

- A. An employee must give the Employer at least thirty (30) days notice of his desire to take a vacation at a particular time.
- B. An employee returning from an authorized vacation shall be placed in his former job.

#### **13.3 Prorated Vacation**

After six (6) months of employment, any employee whose employment terminates as well as any employee who is laid off for lack of work, shall receive pro-rated vacation benefits on the basis of calendar months worked.

- 13.4 See Appendix B for additional vacation provisions applying to the Bay Area (p. 45). See Appendix D for additional vacation provisions applying to the Sacramento Area (p. 89).

### **ARTICLE XIV – LEAVES OF ABSENCE**

See Sections 14.7 and 14.8 in Appendix C for additional provisions applying to the Sacramento Area (p. 79).

- 14.1 An employee returning from an authorized leave of absence, shall be placed in his former job.

#### **14.2 Maternity Leave**

Maternity leave up to four (4) months shall be granted for any worker with six (6) or more months of continuous work. The worker shall report back to work within sixty (60) days after the date of delivery. Extension of the leave shall be granted for medical reasons with verification of the employee's doctor. Upon

return to work, the employee will present a statement verifying her ability to return to her normal work. Any replacement for an employee on maternity leave shall perform the work on a temporary basis. This section shall be in compliance with current State and Federal law.

#### 14.3 **Personal Leave of Absence**

Any employee with one (1) or more years of continuous service shall be eligible to request an unpaid leave of absence up to a maximum of thirty (30) days in one (1) calendar year for personal reasons without a break in continuity of seniority. Employees may also request an extended leave. Their request for leave of absence must be in writing and the Employer's acceptance must also be in writing. The Employer shall make the ultimate determination as to the total number of employees who will be granted a leave of absence at any one time. When an employee returns to work after completing an authorized leave of absence, he shall be reinstated to his same classification and work sites where he was employed before his absence.

Failure to return from an authorized leave on the date specified, including extensions granted by the Employer, shall be considered a voluntary quit.

See Section 14.9 in Appendix C for additional provisions applying to the Sacramento Area (p. 79).

#### 14.4 **Unpaid Union Leave**

Leave of absence with accumulative seniority and no pay shall be granted in the event an employee is elected or requested by the Union to take time off from work for official Union business. The leave shall be for a maximum of thirty (30) days but the Union may request an extension. No more than one person per site may be requested at any one time and the Employer reserves the right to refuse a request for day persons and forepersons and for other business necessities. The Union agrees to notify the Employer in a reasonable advanced notice as to the time needed and nature of the time off requested.

#### 14.5 **Sick Leave**

Refer to Appendix B for sick leave benefits applying to the Bay Area (pp. 37 and 46).

#### 14.6 **Funeral Leave**

Refer to Appendix B for funeral leave benefits applying to the Bay Area (pp. 37 and 47). Refer to Appendix D for funeral leave benefits applying to the Sacramento Area (pp. 83 and 90).

## **ARTICLE XV – HEALTH AND WELFARE**

### **15.1 Health and Welfare**

This Section covers employees of the Employer who are covered by this Agreement. It expresses the understanding of the Employer and the Union concerning Employer contributions to the Health and Welfare Plan on behalf of such employees and their dependents, as applicable.

### **15.2 Trust Fund**

All Employer contributions referred to in this Article shall be paid into the General Employees Trust Fund, at the address designated by the Trustees. It is understood that all questions concerning eligibility of employees for coverage, including the commencement and termination of coverage, shall be determined by the Trustees of said Trust Fund.

The Employer agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust (as amended) of the General Employees Trust Fund, and any plan documents or summary plan description thereof, as each of these may from time to time be amended by the Board of Trustees, and hereby acknowledges prior receipt of a copy thereof.

The Employer shall comply with all the provisions of the General Employees Trust Fund and shall maintain, furnish and make available for audit such data and records as the Trustees may require, as provided in the Agreement and Declaration of Trust of the General Employees Trust Fund.

An Employer which requests that an audit take place out of the jurisdictional area of this Agreement shall reimburse the Trust Fund for all additional costs incurred by the Fund Auditors to include travel and out of pocket expenses.

### **15.3 Health Plan, Eligibility and Contributions**

For the appropriate Health and Welfare Plans, Employer contributions and eligibility rules, see Appendix B for the Bay Area (pp. 37 and 42) and Appendix D for the Sacramento Area (pp. 83 and 85).

To the extent that this Agreement changes Health and Welfare benefits, the effective date of any such change shall be subject to the rules of the General Employees Trust Fund.

Until an employee has affirmatively enrolled in the Kaiser benefit plan, he/she shall be covered under the default medical plan (ULLICO) as specified by the Trust Fund rules.



15.4 **Family and Medical Leave Act**

The Employer agrees to comply with its obligations to make Health and Welfare payments pursuant to the Federal or California Medical Family Leave Act (FMLA).

15.5 **Responsibility of the Employer**

If any employee works the required number of hours 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.

15.6 **IRS Code 125**

When possible the Employer agrees to implement IRS Code 125 upon effectuating this Agreement. This allows employees to set aside a portion of their compensation before taxes to make contributions toward the cost of health insurance.

15.7 **Health Care Legislation**

If, as a result of any federal or state law which may become effective subsequent to the effective date of this Agreement, the level of Health and Welfare benefits provided by such law for any group of employees, or their dependents, is lower in certain categories of services than that provided hereunder, the parties shall request that the General Employees Trust Fund, to the extent practicable and necessary, provide a plan of benefits supplementary to the federal or state benefits so as to make benefits in each category of coverage as nearly comparable as possible to the benefits provided hereunder. Employers need only expend for this purpose the actual amount required to achieve parity, if necessary, between the benefits provided under any federal state plan as supplemented in the manner hereinabove described.

If any such law requires payment by the Employers party to this Agreement to a specified plan or fund which is separate from the Health and Welfare provided under this Agreement, the Union and the Employers shall meet to agree on a means of implementing such requirements, and if applicable shall seek a plan of benefits from the General Employees Trust Fund which supplements the federal or state benefits so as to provide benefits in each category comparable to those provided under this Agreement. The Employer shall not be required to pay for duplicate coverage, or to pay duplicate health care costs for the same types of benefits, for the same employee as a result of such new federal or state law. It is understood that "duplicate health care costs" could include a new tax to the extent that such new tax pays for duplicate health care coverage for employees covered under this Agreement.

The Employers and the Union shall meet to discuss any other necessary adjustments to the Health and Welfare provisions of this Agreement caused by federal or state legislation on health care. It is the intent of the parties that total Employer costs will not be increased as result of such discussions.

## **ARTICLE XVI – PENSION**

- 16.1 See Appendix B for pension benefits applying to the Bay Area, if any (pp. 37 and 47).
- 16.2 See Appendix E to this Agreement for the rules of participation in the Service Employees International Union National Industry Pension Fund (p. 94).

## **ARTICLE XVII – LEADERSHIP TRAINING AND EDUCATION FUND**

See Appendix B for contribution rates to the Leadership Training and Education Fund (LTEF) applying to the Bay Area (p. 63) Appendix D for contribution rates to the LTEF applying to the Sacramento Area (p. 93).

## **ARTICLE XVIII – SENIORITY, TRANSFER, AND LAYOFF**

- 18.1 Definition of Seniority. See Sections 18.8 and 18.9 in Appendix A for provisions applying to the Bay Area (p. 33). See Sections 18.15 through 18.17 in Appendix C for provisions applying to the Sacramento Area (p. 80).
- 18.2 **Loss of Seniority**
- Seniority rights shall be lost for the following reasons:
1. Quit
  2. Discharge
  3. A lay-off for a continuous period of six (6) months.
  4. Retirement
  5. Promotion out of the unit after sixty (60) calendar days.
  6. Failure to report to work for three (3) consecutive work days without notice, unless it is beyond the reasonable control of the employee, shall be considered a voluntary quit. Failure to return from an authorized Leave of Absence (LOA) without having an extension approved in writing, unless is beyond the reasonable control of the employee, shall be considered a voluntary quit.
- 18.3 Transfers to a different worksite by the Employer shall be for legitimate reasons only and not be used a means of discipline.

#### 18.4 **Transfers and Job Advancement**

All employees desiring either more hours, a full time job, a job in a specific location or geographic area, or a job with higher pay and benefits shall indicate such specifics, in writing, to the Employer. The Employer will keep such requests on file on a list for at least one year.

When vacancies occur at existing worksites, where part-time employees decline seniority rights as stated in Section 3.2.B, or the Employer secures a new account where hiring will occur, all current employees who have a written transfer request on file, and who meet the reasonable qualifications for the position, will be given preference by seniority for such employment opportunities before workers are hired from the street.

An employee shall transfer his or her seniority upon transfer to another work site, except for disciplinary transfer involving just cause initiated by the client.

The Employer will communicate all vacant positions at job sites covered under this Agreement by notification to employees at the Employer's office.

See Sections 18.10 and 18.11 in Appendix A for additional provisions applying to the Bay Area (p. 33). See Sections 18.18 through 18.21 in Appendix C for additional provisions applying to the Sacramento Area (p. 80).

18.5 **Removal of Employee by Client Request.** See Section 18.12 in Appendix A for provisions applying to the Bay Area (p. 34). See Sections 18.22 and 18.23 in Appendix C for provisions applying to the Sacramento Area (p. 81).

#### 18.6 **Lay-off and Recalls**

A. The Employer agrees to provide five (5) days notice to employees of a permanent layoff if the Employer has knowledge of the planned layoff five (5) days in advance. The Union shall receive copies of such notices.

B. See Sections 18.13 and 18.14 in Appendix A for additional provisions applying to the Bay Area (pp. 34-35). See Sections 18.24 and 18.25 in Appendix C for additional provisions applying to the Sacramento Area (p. 81).

#### 18.7 **Lost Accounts to Non-Union or In-House**

Employees who lose their jobs due to loss of the account to a non-union firm or to in-house service shall be treated as any other laid off employee who shall have preference prior to the Employer hiring new employees.

### **ARTICLE XIX – DISCIPLINE AND DISCHARGE**

19.1 No employee shall be disciplined without just cause. The reason for discharge or other disciplinary action must be given to the employee and the Union Representative or the Steward.

The employee may request the presence of a Union Steward when being suspended or terminated. The Employer must grant such request except when circumstances are such that require immediate action. In the absence of the Union Steward, the employee may request the presence of another employee.

19.2 Discipline will consist of up to four (4) steps:

1. Documented verbal warning
2. First written warning
3. Suspension or Final written warning
4. Termination

Proceeding through the foregoing discipline steps, subject to the grievance procedure, shall constitute just cause.

The type of discipline imposed in any instance depends on the nature and seriousness of the offense involved.

All discipline notices shall be retained in the employee's personnel file for no longer than eighteen (18) months, and thereafter shall be removed from the file and shall no longer count for the purpose of progressive discipline.

Disciplinary steps taken need not be for the same infraction.

19.3 Copies to Union. A copy of all written warnings and reprimands shall be provided to the employee. Copies in regards to steps 2, 3 and 4 above shall be provided to the Union within five (5) working days.

19.4 Union Representation. In case of discharge, an employee may request to have a Union Representative present before the action becomes final except when circumstances require immediate action.

19.5 Appeal of Discipline. Should the employee desire to contest discipline or termination, the matter shall be processed under the grievance procedure.

## **ARTICLE XX – GRIEVANCE AND ARBITRATION PROCEDURE**

### **20.1 Procedure**

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. A grievance need not be

considered unless the aggrieved party serves upon the other party a written statement setting forth the facts constituting the alleged grievance. For a discharge case grievance, such notice must be served within ten (10) days from the 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. Probationary employees do not have recourse to the grievance procedure to grieve disciplinary matters. It is the intent of the parties that reasonable diligence be used in the discovery and reporting of alleged grievances so that they may be adjusted or dismissed without undue delay.

## 20.2 **Steps 1 and 2**

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. Upon receipt of a timely written request there shall be an Adjustment Board consisting of two (2) representatives designated by the Union and two (2) representatives from the Employer. Said board shall meet within thirty (30) days from the filing of the written grievance, or the grievance is automatically waived, unless the time limit is mutually extended by both parties in writing.

Either party may request the following procedure for any Adjustment Board meeting. The chairperson of the Adjustment Board shall be a representative designated by the Federal Mediation and Conciliation Service. The chairperson shall be a non-voting member of the Adjustment Board but shall meet with the panel to assist and offer advisory opinion(s) in an effort to help the panel reach a decision. The Board shall render a decision upon adjournment of the hearing, or by mutual agreement extend such hearing for a period not to exceed ten (10) days.

The mediator shall be chosen from the following list of mediators from the Federal Mediation and Conciliation Service:

Lydia Baca  
Gregory Lim  
Joel Schaffer  
David Weinberg  
Jerry Allen

Whichever mediator from the above list who is available on the earliest date available to the parties shall be selected to attend the Board of Adjustment. The parties shall agree upon on a timeline for the mediated Board of Adjustment to be held at the time that either party requests the above procedure. The parties may also mutually agree to modify the list of mediators.

It is expressly understood that if operating conditions do not allow non-adversary participants, this rule may be modified by mutual agreement as well as time limits.

The Adjustment Board shall meet as required and shall consider fully all aspects of the issues presented. Any decision by the majority of the four (4) members of the Board of Adjustment shall be final and binding upon all parties subject to the limitations of jurisdiction and authority contained in this Contract.

### 20.3 **Arbitration**

If during the period that the Adjustment Board can meet, no majority decision is reached either party may within fifteen (15) days following such period request in writing that the matter be referred to arbitration. The referral to arbitration must be done within thirty (30) days after the Board of Adjustment or the right to arbitrate is waived. 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 named by agreement from a list of five (5) arbitrators supplied by the State of Conciliation Service. The decision of the arbitrator shall be final; and binding on both parties hereto. The arbitrator shall have no power to amend or modify the terms of this Agreement. In the event of willful failure by either party to appear before the Arbitrator he is hereby authorized to render his decision upon the evidence produced by the party appearing. Each party shall bear all costs of presenting its case to the Arbitrator. The Arbitrator's fee and all incidental expense of the arbitration shall be borne by the parties hereto.

The Arbitrator shall not award to an employee back pay for a period beginning more than thirty (30) days prior to the date on which the employee made a written claim or filed a grievance; the Employer must make available a means by which employees can make written claims of pay disputes. This provision shall not apply to scheduled wage increases or benefit increases under this Agreement.

### 20.4 **Expedited Arbitration**

- A. Differences between the Employer and the Union shall be referred to the (new) Expedited Arbitration provisions upon mutual agreement of both the Union and the Employer.
- B. The Employer and the Union shall each designate two (2) representatives who shall meet and work out all the details of an Expedited Arbitration system, such as arbitrator selections, calendaring logistics, billing/notification arrangements, and all other logistics.

## **ARTICLE XXI – EXPEDITED ARBITRATION**

- 21.1 In order to provide for the timely and informal resolution of disputes, grievances filed pursuant to Article XX of this Agreement may be filed to this Expedited Arbitration Procedure. There shall be a panel of not more than three permanent arbitrators on a rotating basis. If the parties cannot agree on the number of panelists, then the Panel shall consist of three (3) arbitrators. The initial panel shall be selected as provided in 21.2. Either party may remove a member of the panel by serving written notice of its intention to do so on the other party within thirty (30) calendar days preceding April 1, 2001, or any subsequent April 1st during the term of this Agreement, Neither party may remove more than two (2) members of the panel during the term of this Agreement. In the event that a member of the panel is removed by one of the Parties, or a position on the panel becomes vacant due to death, disability or resignation, the parties shall meet within ten (10) days of such removal, or the creation of such vacancy for the purpose of selecting a replacement as provided in Section 21.2.
- 21.2 The procedure for selecting the members of the initial panel and for filling vacancies shall be as follows:
- 1) The parties shall meet promptly to select mutually acceptable arbitrators.
  - 2) If they are unable to agree within thirty (30) days of the date of ratification of this Agreement, or the opening on the panel, they shall then exchange lists of five (5) arbitrators each within the following seven (7) days. An arbitrator whose name appears on both lists shall be considered mutually acceptable. If the initial exchange does not result in the selection, the parties shall exchange additional lists within succeeding seven (7) day period until the required number of arbitrators has been selected.
- 21.3 The Arbitrator shall be the sole arbitrator to hear and determine the matter. Such hearing shall be held within ten (10) days after the arbitrator receives notification of the dispute. The arbitrator shall consider and decide the grievance and shall render a decision immediately after hearing and consideration of all evidence presented. The arbitrator may request and upon mutual agreement of both parties to the dispute receive additional time to deliberate on the matters presented but in no case shall the decision be delayed beyond the forty-eight (48) hours following the close of the hearing.
- 21.4 The Arbitrator shall orally advise the parties of his decision with a brief explanation of the basis thereof. He shall make a brief, signed note upon the written grievance stating his disposition of the matter. Such decision shall be final and binding on all parties to the dispute and the aggrieved employee, but shall not be considered as a precedent in any future proceeding.

- 21.5 Any arbitration held under the provisions of this Step Three shall be conducted as informally as possible, consistent with a full and fair hearing of the issues. The parties to the proceeding shall be permitted to participate only through full-time operating officials who are not lawyers. The Arbitrator shall establish appropriate informal arbitration procedures and have the authority to exclude any representative of either party who does not meet the qualifications set forth in this Section.
- 21.6 Any expense incurred for the production of witnesses, or other evidence, shall be borne by the party seeking to produce such evidence or testimony. For the purposes of this Section, time spent as a witness shall not be construed as working time under the provisions of this Agreement.
- 21.7 The Arbitrator shall have no authority to modify, add to, or subtract from any of the terms of this Agreement. Any expenses incidental to the conduct of the hearing, and the fee of the Arbitrator, shall be borne equally by the parties.
- 21.8 No grievance concerning an employee's discharge shall be considered unless the aggrieved employee files a complaint with the Union, in writing, not more than ten (10) days after the date of his/her discharge or other disciplinary action.
- 21.9 In the event either party believes the matters raised by a grievance are of such importance as to override the desirability of the expedited and informal arbitration procedures contained in this Article, such party shall advise the other in writing of its desire to proceed to arbitration under the provisions of Article XX of this Agreement, wherein the parties are not limited to representation by any person of their choice.
- 21.10 The Arbitrator shall not award to an employee back pay for a period beginning more than thirty (30) days prior to the date on which the employee made a written claim or filed a grievance; the Employer must make available a means by which employees can make written claims of pay disputes. This provision shall not apply to scheduled wage increases or benefit increases under this Agreement.

## **ARTICLE XXII - CHECKOFF FOR VOLUNTARY CONTRIBUTION FOR COMMITTEE ON POLITICAL EDUCATION**

If an employee voluntarily signs a check-off form, the Employer agrees to deduct from the employees paycheck the amount authorized by the check-off authorization in increments of \$1.00 and this amount shall be transmitted to the SEIU Committee on COPE Funds. It is expressly understood that this voluntary contribution is not a condition of employment.



The Union agrees and the employees agree to forever hold and save the Employer harmless from any action or cause of action resulting from such possible withholdings.

### **ARTICLE XXIII - WORK PRESERVATION**

See Sections 23.1 through 23.7 in Appendix A for specific provisions applying to the Bay Area (pp. 35-36).

### **ARTICLE XXIV - SUBCONTRACTING**

See Sections 24.1 and 24.2 in Appendix A for provisions applying to the Bay Area (p. 36). See Section 24.3 in Appendix C for provisions applying to the Sacramento Area (p. 81).

### **ARTICLE XXV - JOINT LABOR MANAGEMENT COMMITTEE**

The Employer and the Union agree that mutual interests are advanced in a climate of respect, mutuality and open communication. Therefore, the parties hereto agree to establish a Joint Labor-Management Committee. The Committee shall meet not more than every three months for a one (1) hour time period, which may be extended by mutual agreement, to discuss mutual concerns; provided that this shall not either expressly or by implication result in any obligation to reopen any of the terms of Agreement or otherwise to bargain with respect to any particular subject. The committee meeting shall be by individual Employer.

### **ARTICLE XXVI - IMMIGRANT WORKERS**

- 26.1 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.
- 26.2 The Employer shall notify the Union by phone or fax and give oral notice to the Union steward, as quickly as possible, if any Department of Homeland Security or Social Security Administration agent appears on or near the premise, or otherwise notifies the Employer of an audit of employee records, so as to enable a Union representative or attorney to take steps to protect the rights of employees.

Notwithstanding the above, this Section shall not require the Employer to take any action prohibited by law or specifically prohibited by a government agency.

- 26.3 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 six (6) months of commencement of the absence. To be eligible for such absence the employee must initiate the court or agency proceedings within the first thirty (30) working days of the absence. The Employer shall not withhold a reasonable extension of the period of absence if the request is made within the six (6) month period. The Employer may require documentation of appearance at such proceedings.
- 26.4 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.

### **ARTICLE XXVII - HEALTH AND SAFETY**

The Employer and the employee shall abide by applicable State and Federal Laws regarding Health and Safety. The Union agrees to cooperate with the Employer in this effort. No employees shall be compelled to work on unsafe equipment or under dangerous conditions.

### **ARTICLE XXVIII - ALCOHOL AND DRUG TESTING**

The Employer reserves the right to establish any lawful policy concerning employee use, possession or transfer of alcohol, controlled substances or drugs as a condition of employment. Said policies include, but are not limited to, reasonable suspicion testing and post-accidental testing.

In the event there are reasonable grounds to suspect an employee is using, possessing or distributing alcohol, controlled substances or non-prescription drugs on the job, the Employer reserves the right to impose any and all discipline, including termination for refusal to submit to lawful testing.

Employees who are terminated as a result of the policy may request reinstatement after completion of a certified drug and/or alcohol rehabilitation program, which must be paid for by the employee.

### **ARTICLE XXIX - SAVINGS CLAUSE**

If any provision of this contract or the application of such provision to any person or circumstances be ruled as 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 contract or the application of such provision to other persons or circumstances shall not be affected thereby, and the parties will negotiate to replace such provision.

## **ARTICLE XXX - ENTIRE AGREEMENT**

- 30.1 The parties acknowledge that during the negotiations, which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all understandings and agreements applicable to covered employees arrived at after the exercise of that right and opportunity are set forth in this Agreement.
- 30.2 In the event of any conflict between the language in the main body of this Agreement or in any of the Appendices attached to this Agreement, and any Table of Contents or the Wage and Benefit charts shown in Appendix B Section 4 and Appendix D Section 3, the language of this Agreement shall prevail.

See Sections 30.3 and 30.4 in Appendix A for additional provisions applying to the Bay Area (p. 36). See Sections 30.5 and 30.6 in Appendix C for additional provisions applying to the Sacramento Area (p. 81).

## **ARTICLE XXXI - MOST FAVORED NATIONS**

- 31.1 If, during the term of this Agreement, the Union enters into a Collective Bargaining Agreement in the area defined in AGREEMENT with another Employer or group of Employers covering employees in the classifications covered hereunder, which provides for a compensation package of wage rates, economic fringe benefits, union recognition, or any other provisions which are more favorable to any Employer than the corresponding or similar provisions of this 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.
- 31.2 Agreements providing more favorable conditions such as "phase-in" schedules at specified worksites or groups of worksites shall not affect other worksites covered under this Agreement; however, any Employer signatory to this Agreement is entitled to bid on or perform work at such worksites under the agreements providing such more favorable conditions.
- 31.3 Effective the execution of this Agreement, the Union agrees to provide the Multi-Employer Group representing the Employers signatory to this Agreement with any contracts or "phase-in" agreements covering the same jurisdiction as this Agreement when those agreements or contracts are executed between the parties.

**ARTICLE XXXII - DURATION OF AGREEMENT**

This Agreement shall become effective in Santa Clara, San Mateo, Alameda and Contra Costa Counties as of May 1, 2008 and shall become effective in Sacramento, Yolo and Placer Counties as of June 1, 2008, and shall remain in effect until April 30, 2012 and shall continue from year-to-year thereafter; provided, however, that each party reserves the right to give notice to the other at least sixty (60) days prior to April 30, 2012 of its desire to change or terminate said Agreement.

**FOR THE EMPLOYERS:**

By: James Bond (Representative)  
By: \_\_\_\_\_  
Date: 1/27/09

**FOR THE UNION**

**Service Employees International Union, Local 1877**

By: Michael P. Sharn  
By: Wesley King Cabera  
By: [Signature]  
By: Richard Lebed  
By: Newman  
By: Ricard Romero  
By: ROSALINA GARCIA  
By: J. [Signature]  
By: [Signature]  
By: [Signature]  
By: [Signature]  
By: [Signature]  
By: [Signature]  
By: [Signature]  
By: [Signature]  
Date: January 23, 2009

**APPENDIX A**  
**BAY AREA NON-ECONOMIC AND LANGUAGE PROVISIONS**

The following additional provisions apply only to the Counties of Santa Clara, San Mateo, Alameda and Contra Costa in the State of California.

**ARTICLE II – UNION RECOGNITION**

- 2.3 The parties have agreed that the classifications covered by this Agreement shall include Janitor, Utility and Power Sweeper, Waxer, Window Cleaner, Matron and Foreperson.
- 2.4 It is hereby agreed by and between the Service Employees International Union Local 1877 and those firms signatory to this Collective Bargaining Agreement with Local 1877 that the work entitled "pressure washing" is excluded from Union jurisdiction.

**ARTICLE IV - CHECKOFF**

- 4.3 Upon signed authorization of the employee, the Employer agrees to deduct from the pay of each employee, union dues, initiation fees, assessments and COPE contributions. The dues shall be deducted on the first pay period of each month and shall be submitted to the Secretary-Treasurer of SEIU, Local 1877 by the 15<sup>th</sup> of the following month. The Union shall notify the Employer of the amounts that are to be deducted from the employee for dues, initiation fees, assessments, and COPE contributions.

The Union agrees and the employees agree to forever hold and save the Employer harmless from any action or cause of action resulting from such possible withholdings.

**ARTICLE V – ENFORCEMENT**

- 5.4 The Employer will make reasonable efforts to meet with Union Stewards up to thirty (30) minutes a week on company time to review items of concern. Union Stewards may also speak with employees in their own worksites within this thirty (30) minute period. It is understood that the thirty (30) minutes referred to does not have to be at one time but it may be spread throughout the week.

**ARTICLE VIII – WAGES AND MILEAGE**

- 8.13 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 the payroll check, the amount of such payment to be specified on the check stub.

- 8.14 In the event the Employer fails to secure non-ownership liability insurance, he shall assume full responsibility for all legal fees, court costs, or damages incurred by the employee by the use of such vehicle during the course of his work.
- 8.15 Any employee whose pay check is short due to the Employer's error shall be reimbursed as soon as possible. The Employer will make a reasonable effort to give out paychecks the day before a holiday if the payday falls on that holiday.
- 8.16 Any clean-up work on any new construction shall be covered under this Agreement after the building has been turned over to the new owner.

## **ARTICLE IX – HOURS**

### **9.1 Days Work**

Eight (8) hours within nine (9) consecutive hours shall constitute a day's work. All employees who work in excess of a day's work shall be paid at the rate of time and one half (1 1/2) the employee's regular rate of pay for such excess time. In cases when there is a change of shift or similar major change affecting an entire group of employees at a worksite (for example, change to day shift or change to "green cleaning" methods), the Employer shall notify the Union.

### **9.2 Week's Work**

A week's work shall consist of five (5) days followed by two (2) consecutive days off; the sixth (6<sup>th</sup>) day shall be paid at time and one half (1 1/2); the seventh (7<sup>th</sup>) day shall be paid at double time. All employees required to work on their day off shall be paid at the rate of one and one half (1 1/2) times the employee's regular rate of pay.

Part-time: The work week for part-time employees shall be up to five (5) consecutive days then have two (2) consecutive days off. After a part-time employee works five (5) days or eight (8) hours in a day, additional time worked shall be at time and one-half (1 1/2). If a part-time employee works seven (7) consecutive days, the seventh day shall be paid at double time (2x) for the actual number of hours worked.

Five (5) Day Cleaning sites: Any employee who is absent without pay during his or her regular straight-time work week and who voluntarily works on what otherwise would have been his or her sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day shall, for that week only, be paid overtime at a rate of time and one-half (1 1/2) for all straight-time hours worked or paid for in excess of eight (8) hours in any one (1) work day or forty (40) hours in that work week.

Seven (7) Twenty-Four (24) Hour A Day Cleaning Sites: Any employee who is absent without pay during his or her regular straight-time work week and who is required or voluntarily works on what otherwise would have been his or her sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day shall, for that week only, be paid overtime at a rate of time and one-half (1 ½ ) for all straight-time hours worked or paid for in excess of eight (8) hours in any one (1) work day or forty (40) hours in that work week.

### 9.3 **Overtime**

Overtime connected with the regular shift and duties of an employee and which is normally performed by on-site employees, shall be first offered to the employee who regularly performs that work, and secondly, to other employees working at the site and shall be spread by rotation as equally as is reasonable among employees at a given site.

### 9.4 **Rest Periods**

Every employee shall be authorized by the Employer to take rest periods which insofar as practical shall be in the middle of each work period. Rest periods shall be computed on the basis of ten (10) minutes within each four (4) hours working time or major fractions thereof for San Mateo and Santa Clara, fifteen (15) minutes for East Bay.

### 9.5 **Minimum Time Off Between Shifts**

Except in bona fide emergencies, the minimum time off between shifts shall be ten (10) hours and the employees called to work sooner than ten (10) hours from the end of their last work period shall be paid time and one-half (1 1/2) for all work performed up to the time of said ten (10) hour period shall have elapsed.

### 9.6 **Minimum Hours**

Should an employee be called for work and no work is available, he shall be paid for two (2) hours work. Should an employee be called for work and start work, he shall be paid for at least four (4) hours work. Should he be worked over four (4) hours, he shall be guaranteed at least eight (8) hours work. If an employee voluntarily leaves his place of employment, he shall be paid for actual hours worked.

### 9.7 **Window Cleaners**

In case of Window Cleaners unable to work five (5) consecutive days because of rain, they may if they so request, be allowed to work on the scheduled days off for that week at straight time to the extent required to make up time lost. In no event, however, shall the Employer lay off a Window Cleaner during the week in order to avoid overtime pay on regularly scheduled days off.

### 9.8 **Replacement of Absent Employees**

When an employee is absent from a worksite due to vacation, leave of absence or similar reasons, the Employer may assign another employee to the worksite temporarily to work the shift of the absent employee.

## **ARTICLE X – WORKING CONDITIONS AND JOB EXPENSE**

10.6 Rules and regulations for the conduct of business as the Employer shall consider necessary and proper and which do not conflict with the terms and conditions of this Agreement shall be observed by all employees. All work rules for which an employee may be disciplined or discharged shall be either posted or supplied to employees so that they may become familiar with such regulations. A copy of these rules and regulations shall be submitted to the Union at least ten (10) days prior to the effective date of said rules. Should the Union consider any rule unreasonable, the parties shall meet and attempt to resolve the differences. If no resolution can be made, then it shall be treated through the grievance procedure.

10.7 No Window Cleaner shall be allowed to work on an extension ladder more than four (4) hours in any one day. Only in case of extreme emergency, where an employee can finish a job, one (1) more hour will be permitted.

There will be two (2) employees required on all jobs where a ladder of eighteen (18) feet or longer is used, one (1) employee will hold and protect the base of the ladder.

All other safety conditions, not specified herein, but which form a part of the rules and regulations of the California Industrial Accident Commission for Window Cleaners shall be observed by the Employer.

### 10.8 **Part-Time Employees**

The Employer may employ part time employees. Two or more part time employees shall not work on the same job and thus reduce work opportunities for one employee. (Example: On an eight (8) hour job, only one (1) employee can work...not two (2) four (4) hour employees. On a six (6) hour job only one (1) employee can work...not two (2) three (3) hour employees).

## **ARTICLE XI – MAINTENANCE OF WORKING CONDITIONS**

11.6 Information provided by the Employer on newly hired employees pursuant to Section 11.1.A, item 5 (Contract Appendix/Section), shall distinguish between the following four (4) types of worksites covered under Appendix B:



1. Master Contract Sites (Areas 1A and 1B, Sections 5-11)
2. Small Master Contract Sites (Area 1C, Sections 5.E and 5.F)
3. New Non-Union Sites (Areas 1L and 1M, Sections 13.C and 13.D)
4. Former Zone 5 Sites (Areas 1J and 1K, Sections 13.A and 13.B)

#### 11.7 **Job Bidding Procedures**

The following rules shall be observed when an Employer is bidding on or taking over the servicing of an establishment where Union members are employed:

1. When requesting staffing information from the Union, the requesting Employer must provide the clients RFQ or like documentation to the Union that the client is out to bid.
2. The Employer shall request and based upon that request, the Union shall provide in writing information regarding the number and names of all permanent employees, number of hours worked, seniority dates, wage rates, Health and Welfare Plan #, Pension rate and the amount of accrued vacation and sick leave of employees.

The Employer shall provide staffing information to the Union upon its request for jobs out to bid within four (4) working days of the request.

The Union agrees to supply such requested information within eight (8) working days of said request to any Union contractor requesting such information or the Employer is not obligated to any staffing levels. Only when a building is going out to bid shall the Employer be obligated to supply this detailed information.

The appropriate staffing shall be considered as the number of employees at the job sixty (60) days prior to such building being put out to bid. Employees working at the job site for less than sixty (60) days shall be considered probationary.

If a contract other than this document is in force at a location going out to bid, the Union will supply a copy of that contract to all bidding parties.

In addition to the above, upon request by the Union staffing information will be provided up to two (2) times per year for major worksites. This information shall be provided either in electronic format or by mail. Following the execution of this Agreement, the parties shall agree upon a list of worksites to which this provision is applicable.

3. The incoming Employer shall recognize the work time and overall employment service of all permanent employees retained at the job location, building or establishment, including those who might be on

vacation or off work because of illness, injury, Workers' Compensation or authorized leave of absence and shall be considered as continuous regardless of change of employers, for all purposes including seniority, sick leave and vacation benefits, so that no employee will lose any such benefits because of the change of Employers.

Employees transferred to a site or building where the incumbent contractor lost the service contract shall in all instance be informed that such a transfer shall be voluntary and that they can refuse such a transfer; this notification shall be in writing and the employee shall at all times be informed that they are on probationary status under the incoming contractor for a period of sixty (60) work days.

If the Employer fails to notify the employee that they are on probation because of the transfer, the employee is to be returned to previous or other site without loss of wages or benefits.

4. The following provisions shall apply specifically to the process of bidding and Employers taking over the servicing of accounts from the previous Employers. The Employer shall not cut the work schedules of any employee which would reduce the number of working hours per day or per week. Only when it is verified in writing by the client that service specifications of a job are altered by the client or that the client requires cost changes that would result in an alteration of service specifications, the Employer may increase or decrease the work force pursuant to the terms of this Agreement.
5. Employees retained by the Employer shall receive the wages and fringe benefits as established in this Agreement based on the employee's seniority at that work location.
6. When necessary based on business need, the Employer shall have the right to determine and change the assignment of employees within a building or site and where, what and how the work is to be performed.
7. When necessary for the operation of its business, the Employer may alter the starting time of work and may change the days of work by up to one (1) day.
8. These rules do not apply to window cleaning.
9. The Employer agrees to notify the Union of all new jobs and also to give written notice to the Union of all job cancellations.

10. Partnerships: In the case of partnerships, firms or companies, all persons working with the tools of the trade shall become and remain members of the Union while so performing such work.

#### 11.8 **Operational Changes**

When an Employer needs or is required to make changes and these changes are not connected to the process of bidding or taking over the servicing of an account from a previous Employer, the following provisions shall apply:

- A. The Employer shall notify the Union in writing in advance of the proposed changes at least one (1) week before the date of the changes provided that the Employer has one (1) week's notice; however, such notification does not imply that the Employer must seek the Union's consent to the changes;
- B. The Employer agrees to meet with the Union to discuss the changes;
- C. Any employees laid off as a result of such changes shall retain recall rights as defined in this Agreement;
- D. The Employer shall provide training or orientation to employees affected by such changes;
- E. Once the changes have taken effect, the Employer shall meet upon request with the Union to review the changes.

### **ARTICLE XVIII – SENIORITY, TRANSFER, AND LAYOFF**

- 18.8 Seniority is the right accruing to employees through continuous length of service at a particular work site which entitles the employee to preference in layoffs, recalls from layoff and vacation time.

Seniority shall also apply in filling permanent vacant station assignments within the same building site providing the person applying for said vacancy is qualified to perform the work as determined by the Employer.

- 18.9 An employee's seniority date is defined as the earliest date after which the employee worked continuously for the same Employer or series of successor Employers at a particular location.
- 18.10 An employee shall transfer his or her seniority upon transfer to another work site.
- 18.11 Workers who request a transfer to another site shall be paid at the wage and benefit level in effect at that job site, provided the vacant position is equal to or

better than their current wage and benefit level, corresponding to their level of seniority.

18.12 **Removal of Employees by Client Request**

In the event that the building management requests the removal of an employee from a site without just cause, the Employer retains the responsibility to transfer the employee to another site without loss of wages, benefits or seniority for such employee.

If the Employer cannot place the removed employee in another position utilizing the above procedures, the Employer shall pay two (2) weeks of pay, which may be for work performed during all or part of that period, to the employee and the employee shall go onto Layoff status.

If the employee refuses a transfer within the county where the employee is working, then the Employer shall have no obligations to make the employee whole. Employees transferred as provided here shall not be guaranteed the same schedule either in terms of time of shift or days off.

18.13 Recall from layoff shall be handled in the following manner.

Lay-off and Recalls will be based upon seniority. Employees will be laid off and recalled after lay-offs on the basis of their seniority at that site or with the company whichever is greater, provided the senior employee possesses the ability to do the work required.

- A. Any employee who has been employed for six (6) months or more at a particular site and who is laid off, shall have the right of recall to that site, provided that the period of layoff does not exceed six (6) months.
- B. In addition laid off employees shall have an opportunity to fill permanent vacant positions with the Employer within the County in the following manner.

Employees with less than five (5) years of seniority shall be called by seniority to fill vacant permanent positions to buildings with more than five workers and excluding New-Non Buildings and buildings covered under the previous Zones 5 and 5A, based on the new employee wage rate at the worksite, but with no loss of any other benefits. Employees with five years or more seniority shall be placed on the basis of seniority in permanent vacant positions at their wage and benefit levels at the time of lay-off.

- C. The Employer shall provide the Union with a list of all employees on the recall list on a monthly basis.

18.14 Recalls of laid-off employees to the site from which they were laid off shall be handled in the following manner:

- A. The Employer will contact the most senior qualified employee.
- B. If the most senior qualified employee does not respond, the Employer will notify all laid off employees that a vacancy exists. The employees shall then be given seven (7) days from the date of mailing of the letters in which to express, in person, or by certified mail, his or her desire to accept the available job. During this entire process, the Employer may assign a temporary employee to fill the vacancy until a senior person is selected.
- C. Recall shall be by seniority and qualifications as determined by the Employer of those responding.
- D. Those not responding shall be dropped from the seniority list.

### **ARTICLE XXIII - WORK PRESERVATION**

23.1 Neither the Union nor any Employer signatory to this Agreement will modify its terms nor undertake any conduct in derogation of its terms and conditions while it remains in effect.

23.2 However, the parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor by mutual agreement to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual Employers.

23.3 Notwithstanding the provisions of Section 23.1 above, the parties to this Agreement hereby establish a committee composed of two representatives of the Employer and two representatives of the Union.

23.4 This committee will review requests for changes in the terms and conditions of this Labor Agreement that may be necessary to preserve work opportunities for the individual Employer and the employees covered by the Agreement. The committee is authorized to approve such changes as it deems to be in the best interest of the parties to the Agreement.

- 23.5 The committee, upon such a request for a change in the terms of the Agreement, shall forthwith make the terms of the requested changes known, in writing, to all signatory Employers and to the Union.
- 23.6 The committee, upon granting any such request, shall forthwith notify all signatory Employers and the Union of the terms of its decision and shall not unreasonably withhold such modifications from other Employers similarly situated.
- 23.7 The committee shall be empowered to develop rules and procedures, subject to the approval of the bargaining parties, to carry out the intent of these provisions.

#### **ARTICLE XXIV - SUBCONTRACTING**

- 24.1 The Employer will not contract out bargaining unit work, except when the Employer lacks special equipment or tools for performing the work. 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.
- 24.2 No employee of the Employer shall be requested or allowed to subcontract any work from the Employer or his agents.

#### **ARTICLE XXX - ENTIRE 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.
- 30.4 The parties agree to meet upon conclusion of negotiations for this new collective bargaining agreement to work out the details of providing contractually obligated information via disk, tape, or e-mail generated by particular computer software. The parties agree that the Employer will not need to change its software applications in order to comply with this section. There shall be no additional cost to the Employer.

**APPENDIX B**  
**ECONOMIC PROVISIONS FOR BAY AREA (AREA 1)**

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1. Definition. Area 1 consists of the following Counties: Santa Clara, San Mateo, Alameda and Contra Costa in the State of California.
2. Some of the following wage and benefit levels are based on date of hire or type of job. Please review all eligibility requirements prior to establishing wage and fringe levels.

3. See Section 12 of this Appendix B for wage and benefit levels which differ from those stated in Sections 5 through 11 and which apply only to employees hired before specific dates or working at specific sites. See Section 13 for wage rates and benefits of employees at buildings formerly serviced by employers not signatory to this Agreement (former Zone 5, former Zone 5A, former Zone 5 Tier 1, and New Non-Union Buildings).
4. Use the following chart to determine which Sections of this Appendix B show the appropriate wage and benefit levels for individual employees, based on Date of Hire and Geographic Area or Site.

<b>Date of Hire</b>	<b>Geographic Area/Site(s)</b>	<b>Section(s)</b>	<b>Prev. Zone(s)</b>	<b>Area(s)</b>
On or after 5/1/2008	Sites less than 200,000 square feet (all areas)	5.E-F (wages) 6.C (H&W) 7-11	(all Zones)	1C(A)-(B) (wages) 1C (H&W)
On or after 6/1/2000	Santa Clara and San Mateo Counties	5-11	Zone 1, Area 1 Zone 4, Area 1	1A (wages) 1 (benefits)
	Downtown Oakland outside of buildings in former Zone 3, Area 1 plus specified East Bay sites		Zone 3, Areas 2, 5, 6	
	Alameda and Contra Costa Counties outside Downtown Oakland and specified East Bay sites		Zone 3, Areas 3 and 4	1B (wages) 1 (benefits)
	San Mateo "New Work" sites		Zone 4, Area 2	
On or after 12/1/1983	Downtown Oakland bldgs: Watergate Towers Complex; United California Bank Bldg; 1330 Broadway; Civic Center Plaza [1333 Broadway, Clorox: 1221 Broadway, 475 14th Street]; World Savings: 1970 Broadway; Kaiser Permanente: 1950 Franklin	5-11	Zone 3, Area 1	1A (wages)  1 (benefits)
All employees	300 Lakeside and 1 Kaiser Plaza, Oakland	12.K 12.L	Zone 3 Areas 7 and 8	1D(K) 1D(L)
	Former Non-Union Sites	13	Zones 5, 5A and 5 Tier 1	1J-1M
	Window Cleaners	6-11, 15	Zones 1 and 4 Zone 3, Area 9	1P-1R
	Sites covered by Side Letters	12.A Side Letters	Side Letters	1E-1H
Prior to 6/1/2000 <i>(Some provisions apply to employees hired prior to earlier dates than 6/1/2000)</i>	Santa Clara County	12.B	Zone 1, Area 1	1D(B)
	San Mateo County plus Palo Alto north of Page Mill Road	12.C 12.D	Zone 4, Areas 1 and 2	1D(C) 1D(D)
	Downtown Oakland outside of buildings in former Zone 3, Area 1, plus specified East Bay sites	12.F 12.I-12.J	Zone 3, Areas 2, 5, 6	1D(F) 1D(I)-(J)
	Alameda and Contra Costa Counties outside Dntrn. Oakland plus "New Work"	12.G-12.H	Zone 3, Areas 3 and 4	1D(G)-(H)
Prior to 12/1/1983	Specific Downtown Oakland buildings (see above)	12.E	Zone 3, Area 1	1D(E)



**PART ONE – MASTER WAGES AND BENEFITS**

**Section 5 – Master Wage Rates, Wage Increases and Differentials**

The new minimum rates for the following classifications are specified in this Section: Janitor, Janitress, Waxer, Utility, Working Forepersons, Matrons, Ride on Power Sweepers.

See Section 15 for wage rates of Window Cleaners.

**5.A Master Wage Rates – Area 1A**

Area 1A consists of the following geographic areas:

- (1) Santa Clara County (former Zone 1, Area 1)
- (2) Downtown Oakland (former Zone 3, Areas 1, 2, 5, and 6 – defined as the area bounded by Martin Luther King Jr. Way, 30th Street, Richmond Blvd, I-580, Lakeshore Ave, Lake Merritt Channel, Oakland Inner Harbor)
- (3) The following additional East Bay locations (former Zone 3, Area 2):
  - (a) 1947 Center Street, Oakland
  - (b) C.W.A. Hall, Oakland
  - (c) Holy Name College, Oakland
  - (d) I.B.E.W. Hall, Oakland
  - (e) Newpark Mall, Newark
  - (f) St. Mary's College, Moraga
  - (g) Sanwa Bank, 3001 East 14th St., Oakland (Fruitvale Branch)
  - (h) U.P.S., Oakland
- (4) San Mateo County plus the City of Palo Alto to the north of Oregon Expressway and Page Mill Road (former Zone 4, Area 1)

Minimum Master wage rates in Area 1A shall be as follows:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Minimum Rate	11.64	12.24	12.84	13.44

Minimum wage increases for all employees in Area 1A who were on the payroll prior to May 1, 2008, with the exception of employees who have not completed two (2) years of service or employees in buildings covered under Zone 5, Zone 5A or Zone 5 Tier 1 of the previous Agreement, shall be as follows:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Wage Increase	0.60	0.60	0.60	0.60

5.B **Master Wage Rates – Area 1B**

Area 1B consists of the following geographic areas:

- (1) Locations in Alameda County outside Downtown Oakland as defined above and locations in Contra Costa County (former Zone 3, Area 3), excluding the additional East Bay locations (former Zone 3, Area 2) listed above in Section 5.A(3).
- (2) Locations under the East Bay New Work Agreement (former Zone 3, Area 4).
- (3) Locations under the San Mateo County New Work Agreement (former Zone 4, Area 2).

Minimum Master wage rates in Area 1B shall be as follows:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Minimum Rate	11.24	11.84	12.54	13.24

Minimum wage increases for all employees in Area 1B who were on the payroll prior to May 1, 2008, with the exception of employees who have not completed two (2) years of service or employees in building covered under Zone 5, Zone 5A or Zone 5 Tier 1 of the previous Agreement, shall be as follows:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Wage Increase	0.60	0.60	0.70	0.70

5.C **Employees Hired between May 1, 2006 and May 1, 2008**

Employees hired on or after May 1, 2006 but prior to May 1, 2008, based on the anniversary date of each employee, shall be paid at the wage rates listed below, which are a percentage of the regular wage rate applying to the employee’s work location as specified above:

<u>Length of Service</u>	<u>Percentage of the Regular Wage</u>
Start	80% of the Minimum Rate shown above
After one (1) year	90% of the Minimum Rate shown above
After two (2) years	Master Wage Rate shown above

Effective May 1, 2008, each employee covered under this Section shall receive the percentage wage rate indicated above based on his/her length of service and the appropriate Master wage rate for his/her work location as specified above; upon each anniversary date thereafter, he/she shall receive the appropriate percentage wage rate based on the his/her length of service and the appropriate Master wage rate in effect at his/her work location effective May 1, 2008, or shall

receive the appropriate Master wage rate then in effect as specified in subsection 5.A or 5.B above.

**5.D New Employees hired on or after May 1, 2008**

Effective May 1, 2008, all new employees, based on the anniversary date of each employee, shall be paid at the wage rates listed below:

<u>Step</u>	<u>Length of Service</u>	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
1	Start	8.75	8.95	9.15	9.35
2	After one (1) year	9.50	9.70	9.90	10.10
3	After two (2) years	10.25	10.45	10.65	11.00
4	After three (3) years	Appropriate Master Wage Rate then in effect			

Upon being hired, each new employee shall receive no less than the Step 1 (Start) wage rate indicated above on his/her date of hire; after (1) year of service he/she shall receive no less than the Step 2 wage rate in effect on his/her date of hire; after two (2) years of service he/she shall receive no less than the Step 3 wage rate in effect on his/her date of hire; after three (3) years of service he/she shall receive no less than the appropriate Master Wage rate then in effect for his/her work location as specified in subsection 5.A or 5.B above, or subsection 5.E or 5.F in the case of Small Sites as defined below.

**5.E Area 1C: New Employees Hired on or after May 1, 2008 at Small Sites**

The definition of a Small Site shall be a multi-tenant office building or single-tenant office building of less than 200,000 total cleanable square feet at full occupancy. An individual building of less than 200,000 total square feet which is part of a complex or group of buildings which totals 200,000 square feet or more, and which is serviced under a contract between the Employer and a single client, shall not be covered under this Provision. Master and New Employee wage rates and wage increases under the Small Site provision for employees hired on or after May 1, 2008 shall be as follows.

Minimum wage increases for employees hired on or after May 1, 2008 at Small Sites shall be as follows:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Wage Increase	0.40	0.40	0.40	0.40

New employees hired on or after May 1, 2008 at Small Sites shall receive the New Employee wage rates as specified above in 5.D. After three (3) years of service new employees at Small Buildings shall receive the Master Wage Rates for Small Sites as specified below.

Area 1C(A): new Employee Master Wage Rates at Small Sites in Area 1A as defined above in 5.A shall be as follows:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Minimum Rate	(N/A)	(N/A)	(N/A)	12.64

5.F Area 1C(B): New Employee Master Wage Rates at Small Sites in Area 1B as defined above in 5.B shall be as follows:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Minimum Rate	(N/A)	(N/A)	(N/A)	12.44

5.G **Minimum Wage**

All employees covered under this Agreement shall be paid no less than twenty five cents (\$0.25) per hour above the Federal Minimum Wage or California State Minimum Wage, whichever is higher.

5.H **Utility Worker**

Defined as an employee whose duties are shampooing of rugs by the utilization of machine operation and/or waxing as defined as a person who wet strips, seals, and finishes floors. Employees designated as a Utility Worker/Waxer shall receive an additional twenty five cents (\$0.25) per hour for all hours worked. Employees who are not designated "Utility Worker" but perform the aforementioned duties shall be paid twenty five cents (\$0.25) per hour above the Janitor's rate of pay for each hour performing these tasks.

This differential shall also apply to Ride On Power Sweeper.

5.I **Foreperson**

Forepersons working in Santa Clara or San Mateo County shall not be paid less than \$2.40 per day above the individual's Janitor's scale. Forepersons working in Alameda and Contra Costa County shall not be paid less than \$2.00 per day above the individual's Janitor's scale. Forepersons shall be paid the higher rate of foreman/utility worker rate but with no pyramiding. Former working forepersons and/or utility workers shall not continue to receive the utility of foreperson premium after leaving the classification.

**Section 6 – Health and Welfare**

6.A **Coverage**

Coverage for eligible employees pursuant to this Section, except for site-specific agreements, shall be under the following plans provided through the General

Employees Trust Fund: Plans #E21 (Employee Only) and #C20 (Composite) as appropriate for those participating Employers.

**Plan E21\*\* (Employee Only):**

Medical – choose one:

Kaiser Plan Z

ULLICO Plan MP043: \$500,000 lifetime maximum

UHC Dental

Prescription Solutions Plan C: \$5 for generic prescription, \$10 for brand-name

Life Insurance: \$5,000 benefit

**Plan C20 (Composite):**

Medical – choose one:

Kaiser Plan U

ULLICO Plan MP090: \$500,000 lifetime maximum

UHC Dental

Prescription Solutions Plan C: \$5 for generic prescription, \$10 for brand-name

Life Insurance: \$5,000 benefit

\*\*see Side Letter to this Appendix A regarding modified version of Plan E21 for employees hired prior to May 1, 2008

6.B **Eligibility (Master Contract Sites)**

Employee-Only coverage - Eligibility Defined. Employees shall become eligible for Employee-Only Health and Welfare coverage (Plan E21) after completing twelve (12) consecutive months at one hundred ten (110) hours per month.

Composite coverage - Eligibility Defined. Employees shall become eligible for Dependent Health and Welfare coverage (Plan C20) after completing twenty four (24) months of service.

Effective May 1, 2011, employees shall become eligible for dependent Health and Welfare coverage (Plan C20) if they have completed eighteen (18) months of service.

The waiting periods specified above shall apply to all employees hired prior to May 1, 2008 based on their existing length of service, as well as employees hired on or after May 1, 2008.

An employee will be required to work one hundred and ten (110) hours for the three (3) consecutive months prior to the month of eligibility for a composite contribution. If an employee does not work one hundred and ten (110) hours in

one of the last three months then the employee will restart his/her three (3) consecutive month requirement the following month in order to qualify for a composite contribution.

**6.C Area 1C: New Employees Hired on or after May 1, 2008 at Small Sites**

The definition of a Small Site shall be a multi-tenant office building or single-tenant office building of less than 200,000 total cleanable square feet at full occupancy. An individual building of less than 200,000 total square feet which is part of a complex or group of buildings which totals 200,000 square feet or more, and which is serviced under a contract between the Employer and a single client, shall not be covered under this Provision. New employees at Small Buildings will be eligible for employee only health and welfare coverage (Plan E21) after completing twelve (12) consecutive months of service at one hundred ten (110) hours per month. Employees at Small Buildings will be eligible for Dependent health and welfare coverage (Plan C20) after completing thirty (30) months of service.

An employee will be required to work one hundred and ten (110) hours for the three (3) consecutive months prior to the month of eligibility for a composite contribution. If an employee does not work one hundred and ten (110) hours in one of the last three months then the employee will restart his/her three (3) consecutive month requirement the following month in order to qualify for a composite contribution.

**6.D Employer Contributions**

The Employer shall contribute up to the following monthly amounts effective the dates listed for the GETF Plans listed in this Section. If the premium cost of a Plan is less than the specified Employer contribution at any time, the Employer is only obligated to pay the premium cost. Any amount of the premium cost above the Employer contribution shall be paid by eligible employees through payroll deduction.

<u>Plan Number</u>	<u>6/1/2008</u>	<u>4/1/2009*</u>	<u>4/1/2010*</u>	<u>4/1/2011*</u>
E21 (Employee Only)	\$405.00	\$449.55	\$499.00	\$553.89
C20 (Composite)	\$705.00	\$782.55	\$868.63	\$964.18

\*(based on March hours)

**6.E Continuing Eligibility**

Continuing eligibility shall be based upon working one hundred ten (110) straight time hours per month. Paid holidays, paid sick leave and paid funeral leave shall be counted as hours worked for the purpose of eligibility. Paid vacation hours

shall be counted as hours worked for the purpose of eligibility unless they are paid in advance as specified in Section 7.E of this Appendix B.

See Section 12 for continuing eligibility requirements applying to employees hired before certain dates under the provisions of the former Zones and Areas in the previous Bay Area Master Agreement.

## **Section 7 – Paid Vacations**

- 7.A All employees hired on or after June 1, 2000 shall be entitled to one (1) week of vacation per year after one (1) year of service. All employees shall be entitled to two (2) weeks of vacation per year after three (3) years of service. However, an employee who receives a payment of unused accrued vacation upon termination shall receive such payment based on one (1) week's accrual per year until he/she has completed three (3) years of service.
- 7.B The employee's choice of a vacation period shall be based strictly on seniority and length of tenure of employment. The Employer shall post or send to each employee a sign-up sheet of vacation preference at a time mutually agreed upon and a cut-off date will be established for said vacation preference. Seniority shall not apply to choice of vacation period for those employees signing up after the cut-off date. The cut-off date shall be no later than March 1 of any calendar year.
- 7.C Part-time employees shall be granted a vacation except that the vacation will be prorated on the basis of the normal hours worked by them as compared with hours of a regular full-time employee.
- 7.D Time off from work for any reason not exceeding thirty (30) calendar days during any one year shall not interrupt the continuity of employment, so as to deprive an employee of his vacation rights. Absences exceeding thirty (30) calendar days shall subject the employee to a prorated vacation based on 1/12 for every thirty (30) calendar day's absence. In case of industrial accident for which the employee is receiving Workers Compensation benefits, absences not exceeding sixty (60) calendar day's during any one year shall not interrupt the continuity of employment.
- 7.E Employees receiving advances on their vacation pay shall not have those hours counted toward eligibility for health insurance if they take an unpaid vacation at a later date unless otherwise agreed to by the employee and the Employer in writing.

Vacation payments shall be made on the employee's anniversary date unless the employee has requested payment at the time of the vacation period. The

"Vacation Preference" form will contain information concerning the possible loss of health insurance eligibility (Section 6.E) with this method of payment.

### **Section 8 – Paid Holidays**

- 8.A All eligible employees hired on or after June 1, 2000 shall be entitled to the following paid holidays: New Years Day, 4<sup>th</sup> of July (Independence Day), Labor Day, Thanksgiving Day, and Christmas Day.
- 8.B Any holiday falling on a Sunday shall be observed on the following Monday.  
  
If a holiday falls on a Saturday, it may be celebrated either on Friday or Saturday as determined by the Employer.
- 8.C If the Employer chooses to work 5 days and pay for 6 days, the sixth day is not overtime.
- 8.D Any employee working on a holiday shall be paid at the rate of time and one-half (1 1/2) in addition to the regular day's pay.
- 8.E If an employee replaces a regular employee who is absent for reasons other than paid vacation and sick leave, the replacement employee shall be the person to receive the holiday pay if a holiday falls within the time the replacement is working and the replacement is qualified otherwise.
- 8.F For employees eligible for the Personal Day, one Personal Day in each calendar year is to be scheduled by arrangement between the employee and the Employer not less than thirty (30) days prior to said day off. In case where an eligible employee fails to make a selection by September 1<sup>st</sup> of any year, the Employer will then assign the Personal Day off with two (2) weeks notice.

### **Section 9 - Paid Sick Leave**

- 9.A All employees hired on or after June 1, 2000 shall be entitled to two (2) days of sick leave per year after two (2) years of service. All employees shall be entitled to three (3) days of sick leave per year after three (3) years of service.
- 9.B Any earned sick leave shall accumulate up to a maximum of thirty (30) days.
- 9.C A doctor's certificate or other reasonable proof of illness may be required by the Employer. Such sick leave with pay shall be applicable in cases of bona fide illness of employee or immediate family, defined as spouse and children living at home.
- 9.D If an employee is hospitalized, he receives pay for his first day's absence and for every day thereafter until such leave benefits are exhausted. Employees who



have accumulated fifteen (15) or more days of sick leave shall also be paid for the first day of absence due to illness.

If an employee has less than fifteen (15) days accumulated sick days or if the employee is not hospitalized, the first workday's absence is not paid for.

Succeeding workday's absences, full pay until sick benefit allowance is used up.

- 9.E For the purposes of this paragraph, full pay shall mean pay for the regular daily schedule for working hours, for those days which the employee would have worked had the disability not occurred, calculated at straight time. The waiting period provided herein provided before full pay commences shall apply for each illness or accident in case the sick benefit allowance has not been used up in the previous illnesses during the same year.
- 9.F Sick leave benefits are not convertible to cash bonus upon termination of employment.
- 9.G In industrial injury cases, Workers' Compensation and sick leave benefit allowance shall be paid separately, but in the event Workers' Compensation payments cover all or part of the period during which sick leave benefit allowances are paid, the sum of the two shall not exceed the sick leave benefit payable for said period. The same rule shall apply to Unemployment Disability payments.

### **Section 10 – Funeral Leave – Employees Hired on or after June 1, 2000**

If a death occurs in the immediate family of a member he shall receive three (3) days funeral leave which shall be deducted from any earned sick leave. If the employee has no accrued sick leave, time off shall be deducted from any accrued vacation time.

Immediate family shall be described as mother, father, spouse, son, daughter, brother, sister, grandmother, and grandfather.

### **Section 11 – Pension**

#### **11.A Santa Clara County**

For employees working in Santa Clara County (former Zone 1, Area 1), the Employer shall contribute five cents (\$0.05) per hour to the Service Employees International Union National Industry Pension Fund. Paid vacation, paid sick leave and paid holidays are considered as hours worked in computing pension plan contributions.

11.B **Stanford University**

For employees working at Stanford University (formerly covered by Zone 4, Area 1), the Employer shall contribute one cent (\$0.01) per hour to the Service Employees International Union National Industry Pension Fund.

11.C **Other Areas**

Effective May 1, 2008 for all other employees, excluding employees specified in 11.A and 11.B above, and excluding employees hired before specific dates or working at specific sites as specified in Section 12 of this Appendix B, no pension contributions shall apply.

**PART TWO**  
**WAGES AND BENEFITS APPLYING TO SPECIFIED SITES AND EMPLOYEES**

**Section 12 – Sites and Employees with Specific Wages and Benefits**

Employees at specific sites and/or hired before the dates shown below shall receive the following wages and/or benefits different from the levels specified in above. Any employee not in any of the groups specified below, or in a building covered by New Non-Union Site provisions (Section 13), shall receive wage rates and benefits in accordance with Part One (Sections 5-11) of this Appendix B.

Sites covered under the provisions of Sections 12.B through 12.L shall be referred to collectively as Area 1D.

**12.A Sites Covered under Side Letters**

See Side Letters attached to this Agreement for wages and benefits at the following sites:

- |   |         |
|---|---------|
| (1) Side Letter #2 – Genentech, South San Francisco | Area 1E |
| (2) Side Letter #3 – Serramonte Center, Colma       | Area 1F |
| (3) Side Letter #4 – Google, Inc., Mountain View    | Area 1G |
| (4) Side Letter #5 – eBay, San Jose                 | Area 1H |

**SITES IN SANTA CLARA AND SAN MATEO COUNTIES**

**12.B Area 1D(B): Santa Clara County (Former Zone 1, Area 1):**

See Sections 6-11 for benefits of employees hired after the dates shown in the subsections below, and for benefits not shown below.

1. Wage Rates – employees hired prior to June 1, 2000:

<u>Before 5/1/2008</u>	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
13.13	13.73	14.33	14.93	15.53
11.87	12.47	13.07	13.67	14.27
11.37	11.97	12.57	13.17	13.77

Each employee shall receive at least the wage rates shown above on the line following his/her wage rate in effect before May 1, 2008. See Section 5.A for wage rates of employees hired on or after June 1, 2000.

2. Health and Welfare – employees hired prior to June 1, 2000

Eligibility based on ninety (90) hours per month

3. Holidays – employees hired prior to June 1, 2000:

New Year's Day	Thanksgiving Day	Labor Day
President's Day	Day After Thanksgiving	Memorial Day

Independence Day                      Christmas Day                      \*Personal Day

\*Employees hired after May 11, 1988 shall not be eligible for the Personal Day.

- 4. Vacations. Employees hired prior to May 12, 1988 shall be entitled to four (4) weeks vacation per year. Employees hired on or after May 12, 1988 but prior to June 1, 2000 shall be entitled to three (3) weeks vacation per year.
- 5. Sick Leave – employees hired prior to June 1, 2000:  
Five (5) days (40 straight time hours) sick leave per year

12.C **Area 1D(C): San Mateo County plus the City of Palo Alto from the north side or Oregon Expressway and the north side of Page Mill Road (Former Zone 4, Area 1):**

See Sections 6-11 for benefits of employees hired after the dates shown in the subsections below, and for benefits not shown below.

- 1. Wage Rates – employees hired prior to January 1, 1986:

<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
12.36	12.96	13.56	14.16

See Section 5.A for wage rates of employees hired on or after January 1, 1986.

- 2. Health and Welfare – employees hired prior to June 1, 2000  
Eligibility based on ninety (90) hours per month

- 3. Holidays – employees hired prior to June 1, 2000:

New Year's Day	Personal Day**	Memorial Day
Labor Day	Independence Day	Thanksgiving Day
Christmas Day	Employee's Birthday	Floating Day*

\*There shall be a ninth (9th) paid holiday which shall be selected by the individual Employer each year for each individual job. Notice to the employees of the ninth (9th) holiday shall be given at least thirty (30) days prior to the Employer's selection of the holiday. In order to qualify for any of the above paid holidays, the employees must have been in the employ of the contractor for thirty (30) calendar days.

\*\*One Personal Day in each calendar year is to be scheduled by arrangement between the Employee and the Employer not less than thirty (30) days prior to said day off. In case where an eligible employee fails to make a selection by September 1st of any year, the Employer will then assign the Personal Day off with two (2) weeks notice.

4. Vacations – employees hired prior to June 1, 2000:  
Three (3) weeks vacation per year after five (5) years  
Four (4) weeks vacation per year after fifteen (15) years
5. Sick Leave – employees hired prior to June 1, 2000:  
Five (5) days (40 straight time hours) sick leave per year, which shall accumulate to twenty five (25) days.
6. Funeral Leave:  
Three (3) days, to be deducted from accrued sick leave. The Employer may request a death certificate to authenticate the funeral leave claim.

12.D **Area 1D(D): San Mateo County New Work Agreement (Former Zone 4, Area 2):**

See Sections 6-11 for benefits of employees hired after the dates shown in the subsections below, and for benefits not shown below. Effective May 1, 2003, no more work shall be bid under these provisions.

1. Wages – see Section 5.B (Area 1B).
2. Holidays – employees hired prior to June 1, 2000:

New Years Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Personal Day*
Labor Day	

\*One Personal Day in each calendar year is to be scheduled by arrangement between the employee and the Employer not less than thirty (30) days prior to said day off. Failure of the employee to make a selection will automatically add one day to the employee's paid vacation.
2. Sick Leave – employees hired prior to June 1, 2000:  
Four (4) days sick leave per year
3. Funeral Leave:  
Three (3) days, to be deducted from accrued sick leave. The Employer may request a death certificate to authenticate the funeral leave claim.
4. The Employer agrees that employees working under this Section shall be transferred into available positions under the Master Agreement. Employees interested in open positions shall first submit a written request to the Employer with a copy to the Union. The Employer will then offer transfers to employees into these positions by company seniority in accordance with their requests on file.

**SITES IN ALAMEDA AND CONTRA COSTA COUNTIES**

**12.E Area 1D(E): Watergate Towers Complex; United California Bank Building; 1330 Broadway; Civic Center Plaza [Wells Fargo - 1333 Broadway, Clorox - 1221 Broadway, & Office Building #3- 475 14th Street]; World Savings - 1970 Broadway; and Kaiser Permanente - 1950 Franklin, Oakland (Former Zone 3, Area 1):**

See Sections 6-11 for benefits of employees hired after the dates shown in the subsections below, and for benefits not shown below.

1. Wage Rates – employees hired prior to December 1, 1983:

<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
13.73	14.33	14.93	15.53

See Section 5.A for wage rates of employees hired on or after December 1, 1983.

2. Health and Welfare – employees hired prior to December 1, 1983:

Eligibility based on eighty (80) hours per month

3. Holidays – employees hired prior to December 1, 1983:

New Year's Day	Labor Day	Washington's Birthday
Veteran's Day	Memorial Day	Thanksgiving Day
Independence Day	Christmas Day	Employee's Birthday

4. Vacations. Employees hired prior to December 1, 1983 shall be entitled to five (5) weeks vacation per year.

5. Sick Leave – employees hired prior to December 1, 1983:

Eight (8) days (64 straight-time hours) sick leave per year

6. Pension – employees hired prior to December 1, 1983:

Thirty five cents (\$0.35) per hour to SEIU National Industry Pension Fund. Paid vacation, paid sick leave and paid holidays are considered as hours worked in computing pension plan contributions.

7. Funeral Leave – employees hired prior to December 1, 1983:

When a death occurs in the immediate family of an employee, he shall be entitled to a paid leave of absence up to five (5) days. Immediate family shall be defined as: Father, Brother, Mother, Sister, Spouse, Children.

**12.F Area 1D(F): Alameda and Contra Costa Counties (Former Zone 3, Area 2):**

See Sections 6-11 for benefits of employees hired after the dates shown in the subsections below, and for benefits not shown below.

This Area consists of Downtown Oakland, defined as the area bounded by Martin Luther King Jr. Way, 30th Street, Richmond Blvd, I-580, Lakeshore Ave, Lake Merritt Channel, Oakland Inner Harbor; plus the following buildings:

- (1) 1947 Center Street, Oakland
- (2) C.W.A. Hall, Oakland
- (3) Holy Name College, Oakland
- (4) I.B.E.W. Hall, Oakland
- (5) Newpark Mall, Newark
- (6) St. Mary's College, Moraga
- (7) Sanwa Bank, 3001 East 14th St., Oakland (Fruitvale Branch)
- (8) U.P.S., Oakland

1. Wage Rates – employees hired prior to December 1, 1983:

<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
13.25	13.85	14.45	15.05

2. Wage Rates – employees hired on or after December 1, 1983 but prior to January 27, 1988:

<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
12.50	13.10	13.70	14.30

See Section 5.A for wage rates of employees hired on or after January 27, 1988.

3. Health and Welfare

For employees hired prior to December 1, 1983, eligibility is based on eighty (80) hours per month. For employees hired on or after December 1, 1983 but prior to January 27, 1988, eligibility is based on eighty eight (88) hours per month.

4. Holidays – employees hired prior to January 27, 1988:

New Year's Day	Independence Day	Christmas Day
Washington's Birthday	Labor Day	*Two (2) Floating Holidays
Memorial Day	Thanksgiving Day	

\*The eighth (8th) and ninth (9th) holidays shall be recognized and observed annually under this Agreement. These holidays shall be referred to hereinafter as the floating holidays. The days(s) on which the floating holiday(s) are observed shall be determined by the Employer at least thirty (30) days prior to the observance day and the employees affected shall be so notified. The Employer agrees to furnish the Union with a list of employees who had received their floating holiday upon the loss of the account.

5. Holidays – employees hired on or after January 27, 1988 and prior to June 1, 2000:

New Year's Day	Labor Day	Christmas Day
4 <sup>th</sup> of July (Independence Day)	Thanksgiving Day	One (1) Floating Day

6. Vacations. Employees hired prior to January 27, 1988 shall be entitled to four (4) weeks vacation per year.
7. Sick Leave – employees hired prior to January 27, 1988:  
Five (5) days (40 straight time hours) sick leave per year
8. Sick Leave – employees hired on or after January 27, 1988 and prior to June 1, 2000:  
Three (3) days sick leave per year, which shall accumulate to fifteen (15) days
9. Funeral Leave – employees hired prior to January 27, 1988  
When a death occurs in the immediate family of an employee, he shall be entitled to a paid leave of absence not to exceed three (3) days to attend the funeral. Immediate family shall be defined as: Father, Brother, Mother, Sister, Spouse, Children.
10. Funeral Leave – employees hired on or after January 27, 1988  
Three (3) days, to be deducted from accrued sick leave. The Employer may request a death certificate to authenticate the funeral leave claim.
11. Pension – employees hired prior to January 27, 1988:  
Twenty cents (\$0.20) per hour to SEIU National Industry Pension Fund to a maximum of 173.3 hours per month.

12.G **Area 1D(G): East Bay outside Downtown Oakland excluding New Work (Former Zone 3, Area 3):**

See Sections 6-11 for benefits of employees hired after the dates shown in the subsections below, and for benefits not shown below.

1. This Area consists of locations in Alameda County outside Downtown Oakland as defined above and locations in Contra Costa County, excluding the additional East Bay locations (former Zone 3, Area 2) listed in Section 5.A(3).
2. Wage Rates – employees hired prior to December 1, 1983:

<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
12.55	13.15	13.75	14.35
3. Wage Rates – employees hired on or after December 1, 1983 but prior to January 27, 1988:

<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
11.64	12.24	12.84	13.44

See Section 5.B for wage rates of employees hired on or after January 27, 1988.



4. Health and Welfare

For employees hired prior to December 1, 1983, eligibility is based on eighty (80) hours per month. For employees hired on or after December 1, 1983 but prior to January 27, 1988, eligibility is based on eighty eight (88) hours per month.

5. Holidays – employees hired prior to January 27, 1988:

New Year's Day	Independence Day	Christmas Day
Washington's Birthday	Labor Day	Floating Holiday
Memorial Day	Thanksgiving Day	

Each year the Employer shall designate for his employees a "Floating Holiday" which shall be selected by the individual job. Notice to the employees of this eighth (8th) paid floating holiday shall be given at least thirty (30) days prior to the employee's selection of that holiday.

6. Holidays – employees hired on or after January 27, 1988 and prior to June 1, 2000:

New Year's Day	Labor Day	Christmas Day
4 <sup>th</sup> of July (Independence Day)	Thanksgiving Day	One (1) Floating Day

7. Vacations. Employees hired prior to January 27, 1988 shall be entitled to four (4) weeks vacation per year.

8. Sick Leave – employees hired prior to January 27, 1988:

Five (5) days (40 straight time hours) sick leave per year

9. Sick Leave – employees hired on or after January 27, 1988 and prior to June 1, 2000:

Three (3) days sick leave per year, which shall accumulate to fifteen (15) days

10. Funeral Leave – employees hired prior to January 27, 1988:

When a death occurs in the immediate family of an employee, he shall be entitled to a paid leave of absence not to exceed three (3) days to attend the funeral. Immediate family shall be defined as: Father, Brother, Mother, Sister, Spouse, Children.

11. Funeral Leave – employees hired on or after January 27, 1988:

Three (3) days, to be deducted from accrued sick leave. The Employer may request a death certificate to authenticate the funeral leave claim.

12. Pension – employees hired prior to January 27, 1988:

Five cents (\$0.05) per hour to SEIU National Industry Pension Fund. Paid vacation, paid sick leave and paid holidays are considered as hours worked in computing pension plan contributions.

12.H **Area 1D(H): East Bay New Work Agreement (Former Zone 3, Area 4):**

See Sections 6-11 for benefits of employees hired after the dates shown in the subsections below, and for benefits not shown below. Effective May 1, 2003, no additional work shall be bid under these provisions.

1. Wage Rates – employees hired prior to January 27, 1988:

<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
11.64	12.24	12.84	13.44

See Section 5.B for wage rates of employees hired on or after January 27, 1988.

2. Holidays – employees hired prior to June 1, 2000:

New Year's Day	Labor Day	Christmas Day
4 <sup>th</sup> of July (Independence Day)	Thanksgiving Day	One (1) Floating Day

3. Sick Leave – employees hired prior to June 1, 2000:

Three (3) days sick leave per year, which shall accumulate to fifteen (15) days

4. Funeral Leave:

Three (3) days, to be deducted from accrued sick leave. The Employer may request a death certificate to authenticate the funeral leave claim.

12.I **Area 1D(I): 1901 Harrison St.; Old World; and Prentiss Property, Oakland (Former Zone 3, Area 5):**

See Sections 6-11 for benefits of employees hired after the dates shown in the subsections below, and for benefits not shown below. This Section applies only to those employees hired to work at the above named properties.

1. Wage Rates – employees hired prior to July 1, 1988:

<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
11.90	12.50	13.10	13.70

See Section 5.A for wage rates of employees hired on or after July 1, 1988.

2. Health and Welfare – employees hired on or after December 1, 1983 but prior to January 27, 1988

Eligibility based on eighty eight (88) hours per month

3. Holidays – employees hired prior to June 1, 2000:

New Year's Day	Labor Day	Christmas Day
4 <sup>th</sup> of July (Independence Day)	Thanksgiving Day	One (1) Floating Day

4. Sick Leave – employees hired prior to June 1, 2000:

Five (5) days (40 straight time hours) sick leave per year

5. Funeral Leave – employees hired prior to July 1, 1988:  
Up to three (3) days paid upon death of immediate family member. Immediate family shall be defined as: Father, Mother, Brother, Sister, Spouse, Children.
6. Funeral Leave – employees hired on or after July 1, 1988  
Three (3) days, to be deducted from accrued sick leave. The Employer may request a death certificate to authenticate the funeral leave claim.

12.J **Area 1D(J): 1999 Harrison Street and 2101 Webster Street, Oakland (Former Zone 3, Area 6):**

See Sections 6-11 for benefits of employees hired after the dates shown in the subsections below, and for benefits not shown below.

1. Wages – see Section 5.A (Area 1A).
2. Health and Welfare – employees hired prior to January 27, 1988:  
Eligibility based on eighty eight (88) hours per month
3. Holidays – employees hired prior to April 1, 1989:

New Year's Day	Independence Day	Christmas Day
Washington's Birthday	Labor Day	*Two (2) Floating Holidays
Memorial Day	Thanksgiving Day	

\*The eighth (8th) and ninth (9th) holidays shall be recognized and observed annually under this Agreement. These holidays shall be referred to hereinafter as the floating holidays. The days(s) on which the floating holiday(s) are observed shall be determined by the Employer at least thirty (30) days prior to the observance day and the employees affected shall be so notified. The Employer agrees to furnish the Union with a list of employees who had received their floating holiday upon the loss of the account.
4. Holidays – employees hired on or after April 1, 1989 but prior to June 1, 2000:

New Year's Day	Labor Day	Christmas Day
4 <sup>th</sup> of July (Independence Day)	Thanksgiving Day	One (1) Floating Day
5. Vacations. Employees hired prior to April 1, 1989 shall be entitled to four (4) weeks vacation per year.
6. Sick Leave – employees hired before April 1, 1989:  
Five (5) days (40 straight time hours) sick leave per year
7. Sick Leave – employees hired on or after April 1, 1989 and prior to June 1, 2000:  
Three (3) days sick leave per year, which shall accumulate to fifteen (15) days.
8. Funeral Leave – employees hired prior to April 1, 1990:

Up to three (3) days paid upon death of immediate family member to attend the funeral. Immediate family shall be defined as: Father, Mother, Brother, Sister, Spouse, Children.

9. Funeral Leave – employees hired on or after April 1, 1990  
Three (3) days, to be deducted from accrued sick leave. The Employer may request a death certificate to authenticate the funeral leave claim.
10. Pension – employees hired prior to April 1, 1989:  
Ten cents (\$0.10) per hour to SEIU National Industry Pension Fund to a maximum of 173.3 hours per month.

12.K **Area 1D(K): 300 Lakeside, Oakland (Former Zone 3, Area 7):**

See Sections 6-11 for benefits of employees hired after the dates shown in the subsections below, and for benefits not shown below.

1. Wage Rates – all employees:

<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
12.68	13.28	13.88	14.48
2. Health and Welfare – employees hired prior to January 27, 1988:  
Eligibility based on eighty (80) hours per month
3. Vacations. Employees hired prior to December 1, 1983 shall be entitled to four (4) weeks vacation per year.
4. Sick Leave – all employees:  
Five (5) days sick leave per year
5. Pension – employees hired prior to December 1, 1983:  
Five cents (\$0.05) per hour to SEIU National Industry Pension Fund

12.L **Area 1D(L): 1 Kaiser Plaza, Oakland (Former Zone 3, Area 8):**

See Sections 6-11 for benefits of employees hired after the dates shown in the subsections below, and for benefits not shown below.

1. Wage Rates – all employees:

<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
13.18	13.78	14.38	14.98
2. Health and Welfare – employees hired prior to January 27, 1988:  
Eligibility based on eighty (80) hours per month
3. Sick Leave – all employees:  
Five (5) days sick leave per year

**PART THREE – WAGES AND BENEFITS AT SITES FORMERLY SERVICED BY  
NON-SIGNATORY EMPLOYERS**

**Section 13 – Site Formerly Serviced by Non-Union Janitorial Contractors**

**13.A Area 1J: Former Zone 5 Buildings**

Former Zone 5 includes all buildings serviced by non-union janitorial contractors as of May 1, 2002. If the Union organized a job location or had pressured the potential account to accept bids by Union firms only, the Master Agreement shall apply. In order for this section to be operative, the Union must have notified the Employer prior to the bidding process that it was through the Union's efforts that the job was being bid by signatory firms only. Former Zone 5 buildings continue on the wage and benefit progression of Zone 5 under the previous Agreement, as specified below.

No additional work may be bid under the former Zone 5.

1. Minimum Wage Rates:

First (1 <sup>st</sup> ) year of employment	\$8.25 (contract rate \$7.75)
Second (2 <sup>nd</sup> ) year of employment	\$8.25
Third (3 <sup>rd</sup> ) year of employment	\$8.50
Fourth (4 <sup>th</sup> ) year of employment	\$9.00
Fifth (5 <sup>th</sup> ) year of employment	Master Wage Rate

2. Health and Welfare:

Employees shall become eligible for Employee-Only Health and Welfare coverage (Plan E21) after completing twenty four (24) consecutive months of service at one hundred ten (110) hours per month. Employees shall become eligible for Composite Health and Welfare coverage (Plan C20) after completing thirty six (36) consecutive months of service at one hundred ten (110) hours per month.

Employer caps and all other conditions for Health and Welfare coverage shall be as in the Master Agreement.

3. Other Benefits. All other benefits shall be the same as in the Master Agreement.

**13.B Area 1K: Former Zone 5A Buildings**

Former Zone 5A includes all newly constructed buildings or buildings which had been vacant for six (6) months or longer and were then contracted with a new company. Former Zone 5A buildings continue on the wage and benefit progression of Zone 5A under the previous Agreement, as specified below.

For buildings under 150,000 square feet, the Employer shall have sent the request to the Union. Within 48 hours the Union must have responded. If there was no response from the Union, the Employer shall have had the right to implement Zone 5A. Such requests shall not have been unreasonably denied.

For buildings over 150,000 square feet, the Employer shall have sent a request to the Union and the Union must have responded within five (5) working days. If there was no response from the Union, the Employer shall have had the right to implement Zone 5A. Such requests shall not have been unreasonably denied.

No additional work may be bid under the former Zone 5A.

1. Minimum Wage Rates:

First (1 <sup>st</sup> ) year of employment	\$8.25 (contract rate \$7.75)
Second (2 <sup>nd</sup> ) year of employment	\$8.25
Third (3 <sup>rd</sup> ) year of employment	\$8.50
Fourth (4 <sup>th</sup> ) year of employment	\$9.00
Fifth (5 <sup>th</sup> ) year of employment	Master Wage Rate

2. Health and Welfare:

Employees shall become eligible for Employee-Only Health and Welfare coverage (Plan E21) after completing twenty four (24) consecutive months of service at one hundred ten (110) hours per month. Employees shall become eligible for Composite Health and Welfare coverage (Plan C20) after completing thirty six (36) consecutive months of service at one hundred ten (110) hours per month.

Employer caps and all other conditions for Health and Welfare coverage shall be as in the Master Agreement.

3. Other Benefits. All other benefits shall be the same as in the Master Agreement.

13.C **Area 1L: New Non-Union Sites of 200,000 Square Feet or Greater**

New Non-Union Sites include all sites being serviced by a non-union janitorial contractor at the time of bidding, with the exception of buildings covered under the New Non-Union Small Site Provision (Section 13.D) below.

If the Union organizes a job location or has pressured the potential account to accept bids by Union firms only, the Master Agreement shall apply. In order for this section to be operative, the Union must have notified the Employer prior to the bidding process that it is through the Union's efforts that the job is being bid by signatory firms only. Wages and benefits at New Non-Union Buildings are as specified below.

1. Minimum Wage Rates:

First (1 <sup>st</sup> ) Year of Employment:	\$8.50 per hour
Second (2 <sup>nd</sup> ) Year of Employment:	\$8.75 per hour
Third (3 <sup>rd</sup> ) Year of Employment:	\$9.00 per hour
Fourth (4 <sup>th</sup> ) Year of Employment:	\$9.75 per hour
Fifth (5 <sup>th</sup> ) Year of Employment:	Master Wage Rate

2. Health and Welfare:

Employees shall become eligible for Employee-Only Health and Welfare coverage (Plan E21) after completing eighteen (18) consecutive months of service at one hundred ten (110) hours per month. Employees shall become eligible for Composite Health and Welfare coverage (Plan C20) after completing thirty (30) months of service.

After three (3) years of being serviced by a union janitorial contractor(s), employees at New Non-Union Buildings shall become eligible for Employee-Only Health and Welfare coverage (Plan E21) after completing twelve (12) consecutive months of service at one hundred ten (110) hours per month.

An employee will be required to work one hundred and ten (110) hours for the three (3) consecutive months prior to the month of eligibility for a composite contribution. If an employee does not work one hundred and ten (110) hours in one of the last three months then the employee will restart his/her three (3) consecutive month requirement the following month in order to qualify for a composite contribution.

Employer caps and all other conditions for Health and Welfare coverage shall be as in the Master Agreement.

3. Other Benefits. All other benefits shall be the same as in the Master Agreement.

13.D **Area 1M: New Non-Union Sites under 200,000 Square Feet**

The definition of a New Non-Union Small Site shall be a multi-tenant office building or single-tenant office building of less than 200,000 total cleanable square feet at full occupancy, which was serviced by a non-union janitorial contractor at the time of bidding. An individual building of less than 200,000 total square feet which is part of a complex or group of buildings which totals 200,000 square feet or more, and which is serviced under a contract between the Employer and a single client, shall not be covered under this Provision. Also included are all buildings bid under the former Zone 5 Tier 1 provision.\*\*

\*\*note: the final sentence of the above paragraph is affected by the Board of Adjustment decision regarding a dispute raised by the Employers – see page 96.

If the Union organizes a job location or has pressured the potential account to accept bids by Union firms only, the Master Agreement shall apply. In order for this section to be operative, the Union must have notified the Employer prior to the bidding process that it is through the Union's efforts that the job is being bid by signatory firms only.

Wages and benefits at New Non-Union Small Sites are as specified below.

1. Minimum Wage Rates:

The minimum starting wage rate shall be twenty five cents (\$0.25) over the Minimum Wage. Upon each employee's anniversary date of employment, he/she shall receive an across-the-board wage increase of twenty cents (\$0.20) per hour.

2. Health and Welfare:

Employees shall become eligible for Employee-Only Health and Welfare coverage (Plan E21) after completing forty eight (48) months of service. The requirement of working a certain number of consecutive months at one hundred ten (110) hours per month shall not apply to this provision.

Employer caps and all other conditions for Health and Welfare coverage shall be as in the Master Agreement.

3. Vacation: Effective May 1, 2008, employees shall be entitled to one (1) week vacation per year, with such vacation time being prorated for part-time employees.

13.E **Wage Rates of Employees Retained from Non-Union Contractors**

If the Employer takes over a non-union site where incumbent employee wage rates may be reduced pursuant to the New Non-Union Building provisions specified above, the Union may request a meeting with the Employer to discuss such wage rates.



**PART FOUR – GENERAL ECONOMIC PROVISIONS**

**Section 14 – Leadership Training and Education Fund**

The Employer shall contribute the following amounts per straight-time hour worked or paid for into a Taft-Hartley Trust Fund, The Leadership Training and Education Fund, to be established in compliance with law which shall have two (2) Union and two (2) Employer Trustees.

<u>Effective Date</u>	<u>Contribution</u>
May 1, 2008	One cent (\$0.01) per hour
May 1, 2010	Two cents (\$0.02) per hour

**Section 15 – Window Cleaner Wage Rates**

**15.A Area 1P: Window Cleaners, Santa Clara County (former Zone 1, Area 1)**

Minimum wage rates for Window Cleaners in Area 1(N) shall be as follows:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Journeyman	14.58	15.18	15.78	16.38

Window cleaners shall earn fifty cents (\$0.50) less than contract rates for their first six (6) months.

Any window cleaner required to work on or from scaffolding of any kind shall be paid a premium of one dollar (\$1.00) per hour above his/her regular rate of pay. There shall be two (2) employees required on all jobs where a ladder of eighteen feet (18') or longer is used. It is expressly understood that the employee holding or protecting the base of this ladder does not have to be a window cleaner.

**15.B Area 1Q: Window Cleaners, San Mateo County plus the City of Palo Alto from the north side of Oregon Expressway and the north side of Page Mill Road (former Zone 4, Area 1):**

Minimum wage rates for Window Cleaners in Area 1(O) shall be as follows:

<u>Length of Service</u>	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
0 - 90 days	12.06	12.66	13.26	13.86
90 days - 6 months	12.26	12.86	13.46	14.06
6 months - 9 months	12.46	13.06	13.66	14.26
9 months - 1 year	12.66	13.26	13.86	14.46
Journeyman	13.17	13.77	14.37	14.97

After completion of one (1) year of employment, Window Cleaners shall be paid at the Journeyman wage rates shown above.

15.C **Area 1R: Window Cleaners, Alameda and Contra Costa Counties (former Zone 3, Area 9)**

Minimum wage rates for Window Cleaners in Area 1(P) shall be as follows:

<u>Length of Service</u>	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
First 60 days	12.06	12.66	13.26	13.86
Next 90 days	13.34	13.94	14.54	15.14
Next 120 days	14.60	15.20	15.80	16.40
Next 180 days	15.89	16.49	17.09	17.69
Journeyman	17.17	17.77	18.37	18.97
Scaffold	18.47	19.07	19.67	20.27
Bos'n Chair	18.77	19.37	19.97	20.57

After completion of 450 days of employment, Window Cleaners shall be paid at the Journeyman wage rates shown above. The wage rates shown above for Scaffold and Bos'n Chair shall be paid for each hour worked in those classifications.

**Section 16 – Duration**

This Agreement shall be effective May 1, 2008 and shall remain in full force and effect until April 30, 2012 and shall be considered as renewed from year to year thereafter unless either party shall give written notice to the other of its desire to have the same modified or terminated, and such notice must be given at least sixty (60) days prior to May 1, 2012 or May 1 of any year thereafter.

**PART FIVE – BAY AREA ECONOMIC SIDE LETTERS OF UNDERSTANDING**

**SIDE LETTER OF AGREEMENT #1**  
**GETF PLAN E21**

The parties to this Agreement hereby agree that employees hired prior to May 1, 2008 who have qualified for Employee-Only coverage shall be covered under the following modified version of Plan E21 provided through the General Employees Trust Fund:

**Plan E21A (Employee Only with Composite Dental):**

Medical – choose one:

Kaiser Plan Z

ULLICO Plan MP043: \$500,000 lifetime maximum

UHC Dental (Composite)

Prescription Solutions Plan C: \$5 for generic prescription, \$10 for brand-name

Life Insurance: \$5,000 benefit

Employees hired on or after May 1, 2008 who have qualified for Employee-Only coverage shall be covered under the unmodified Plan E21 as described above in Appendix B. Employer caps, waiting periods and all other conditions of coverage shall be based upon the provisions of Appendix B.

**FOR THE EMPLOYER**

By: Juanito Band (Representative)  
Date: 1/27/09

**FOR THE UNION**

**Service Employees International  
Union, Local 1877**

By: Michael P. Shand  
Date: 1/27/2009

**SIDE LETTER OF UNDERSTANDING #2**  
**Area 1E: GENENTECH, SOUTH SAN FRANCISCO**  
**(Headquarters: 1 DNA Way, South San Francisco, CA)**

The following conditions shall apply to employees working at all Genentech facilities in the South San Francisco area. Any condition of employment not specified below shall be determined by the Master Agreement.

**1. HEALTH AND WELFARE**

Coverage for eligible employees shall be under Plan C12 provided through the General Employees Trust Fund, with the following benefits:

Medical – choice of one:

Kaiser Plan S

ULLICO Plan MP090 - \$500,000 lifetime maximum

Dental – choice of one:

UHC Dental

Delta Dental Plan MP067 - \$3,000 annual maximum

Delta Orthodontic Plan MP076

Prescription Solutions Plan B - \$2/\$10 per prescription

Vision Service Plan

Life and Accidental Death & Dismemberment Insurance - \$10,000 benefit

All employees will qualify for the aforementioned health benefits after three (3) months of employment at ninety (90) hours per month. Employees must work or be paid ninety (90) hours per month in order to qualify for medical benefits.

Maximum monthly Employer contributions for Plan C12 shall be as follows:

<u>Effective Date</u>	<u>Maximum Employer Contribution</u>	
June 1, 2008 (based on May hours)	\$887.87	
April 1, 2009 (based on March hours)	\$985.54	(+11%)
April 1, 2010 (based on March hours)	\$1,093.94	(+11%)
April 1, 2011 (based on March hours)	\$1,214.28	(+11%)

Any amounts in excess of the above "caps" shall be paid by the employee through employee payroll deduction. If the premium price is less than the "cap" shown above at any time, the Employer shall be only obligated to pay the premium price. The employee copayment shall at all times be no less than one dollar (\$1.00) per month.

**2. WAGES**

Base Wage Rates and Increases:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Employees hired before 5/1/1986:	\$13.69	\$14.92	\$16.15	\$17.00
Employees hired on or after 5/1/1986:	\$12.55	\$13.77	\$15.00	\$15.85
Minimum Wage Increase:	\$1.23	\$1.23	\$1.23	\$0.85

Effective May 1, 2008, employees hired between May 1, 2006 and May 1, 2008 shall be paid at the wage rates listed below which are a percentage of the regular wage rate listed above plus any applicable differentials.

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3 and thereafter</u>
80%	90%	Base wage rate specified above

New employees hired after May 1, 2008 shall receive the wage rates specified below plus any applicable differentials:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Year 1	\$9.80	\$10.05	\$10.30	\$10.55
Year 2	\$11.10	\$11.35	\$11.60	\$11.85

After two (2) years of service, new employees hired after May 1, 2008 shall receive the base wage rate specified above plus any applicable differentials.

**3. DIFFERENTIALS**

The following hourly differentials shall be effective May 1, 2008 for the respective classifications listed below:

Janitor	\$0.25 per hour above base rate
Utility	\$0.40 per hour above base rate
GMP	\$0.50 per hour above base rate
GMP Scrubbing	\$0.90 per hour above base rate
Standby	\$0.55 per hour above base rate
Aseptic	\$0.75 per hour above base rate

The parties also agree that employees working as Animal Handlers and/or Cage Washers will receive one dollar twenty cents (\$1.20) per hour above the base wage rate.

**4. PENSION**

For each hour worked by employees, the employer shall contribute fifteen cents (\$0.15) per hour to the SEIU National Industry Pension Fund.

**5. OTHER BENEFITS**

Employees at Genentech hired before May 1, 2003 shall be entitled to the following benefits:

Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Employee's Birthday, Personal Day, Floating Holiday.

Paid Vacation: two (2) weeks per year after one (1) year, three (3) weeks per year after five (5) years, four (4) weeks per year after fifteen (15) years.

Paid Sick Leave: five (5) days per year.

Employees hired on or after May 1, 2003 receive the benefits stated above in accordance with the Master Agreement.

**6. SENIORITY**

The Employer shall continue its practice of treating all employees covered under this Side Letter of Agreement as a single seniority group for the purpose of assigning overtime and additional hours.

**7. MASTER AGREEMENT OTHERWISE APPLIES**

All other terms of the Master Agreement will otherwise apply to the Genentech locations in the South San Francisco area.

All of the provisions listed above in this Side Letter of Understanding shall be incorporated by reference into the Collective Bargaining Agreement between the parties and be made a part of the Agreement.

**FOR THE EMPLOYER**

By: James Beard (Representative)  
By: \_\_\_\_\_

Date: 1/27/09

**FOR THE UNION**

**Service Employees International Union, Local 1877**

By: [Signature]  
By: \_\_\_\_\_  
By: [Signature]  
By: \_\_\_\_\_

By: \_\_\_\_\_  
Date: 1/27/2009

**SIDE LETTER OF UNDERSTANDING #3**  
**Area 1F: SERRAMONTE CENTER**  
**(3 Serramonte Center, Daly City)**

The parties hereby agree that those janitorial, table top, and maintenance employees working at Serramonte Center shall receive the following wages and benefits which are superior to Appendix B of this Agreement. Differentials and benefits not mentioned herein shall be based on Appendix B. Differentials and benefits not mentioned herein shall be based on Appendix B to this Agreement.

1. The following wages and benefits shall apply only employees hired prior to November 1, 1995:

(a) Minimum Wage Rate:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Wage Rate	\$13.01	\$13.61	\$14.21	\$14.81

(b) Health and Welfare:

Employees hired prior to November 1, 1995 shall be covered under Plan C16 provided through the General Employees Trust Fund, with the following benefits:

Medical – choice of one:

Kaiser Plan V

ULLICO Plan MP090 - \$500,000 lifetime maximum

Dental – choice of one:

UHC Dental

Delta Dental Plan MP011 - \$2,000 annual maximum

Prescription Solutions Plan B - \$2/\$10 per prescription

Vision Service Plan

Life & Accidental Death & Dismemberment Insurance - \$10,000 benefit

Maximum monthly Employer contributions for Plan C16 shall be as follows:

	<u>7/1/2008*</u>	<u>4/1/2009**</u>	<u>4/1/2010**</u>	<u>4/1/2011**</u>
Plan C12	\$826.76	\$917.70	\$1,018.65	\$1,130.70

\*based on June hours

\*\*based on April hours

Any amounts in excess of the above "caps" shall be paid by the employee through employee payroll deduction. If the premium price is less than the "cap" shown above at any time, the Employer shall be only obligated to

pay the premium price. Monthly eligibility and all other conditions of Health and Welfare coverage shall be based upon the Master Agreement.

(c) Paid Holidays:

New Years Day, Martin Luther King, Washington's Birthday (President's Day), Easter, Memorial Day, July 4<sup>th</sup> (Independence Day), Labor Day, Thanksgiving, Christmas Day, Employees Birthday.

(d) Paid Vacation:

Two (2) weeks vacation after one (1) year  
Three (3) weeks vacation after five (5) years  
Four (4) weeks vacation after fifteen (15) years

(e) Pension:

Twenty cents (\$0.20) per hour paid to the SEIU National Industry Pension Fund

2. The following hourly differentials shall apply to all employees at Serramonte Center:

Working Forepersons: Janitors shall be paid the same hourly wage (\$0.625 above the janitors rate) as the regular Foreperson for all hours worked when performing Foreperson duties.

Maintenance Work: Employees performing maintenance work as defined in a Letter of Understanding between the Employer and the Union shall receive a premium of two dollars (\$2.00) per hour worked during the time of assignment to perform maintenance work.

3. For employees hired on or after November 1, 1995, the Employer shall pay the following pension contributions for all hours worked to the SEIU National Industry Pension Fund:

Effective Date

June 1, 2008  
August 1, 2008

Hourly Pension Contribution

\$0.01 per hour  
\$0.20 per hour

**FOR THE EMPLOYER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

James Beard (Representative)  
1/27/09

**FOR THE UNION**

**Service Employees International  
Union, Local 1877**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mark P. Spina  
1/27/2009



**SIDE LETTER OF UNDERSTANDING #4**

**Area 1G: GOOGLE, INC.**

**(Main office: 1600 Amphitheatre Parkway, Mountain View)**

This Letter of Understanding: (a) amends and modifies the Bay Area Master Collective Bargaining Agreement ("Bay Area Master Agreement"), or its successor, and (b) imposes separate obligations which apply to SEIU Local 1877 ("Union") and to the employer providing services under the Bay Area Master Agreement, or its successor, at Google, Inc. ("Google").

Premium Terms and Conditions at Google, Inc. Facilities. Employees assigned to work at Google facilities located within the geographic coverage of the Bay Area Master Agreement, or its successor, shall be subject to the following premium terms and conditions of employment:

1. **Wages**

- (a) Bargaining unit employees assigned to Google locations will receive wage increases according to the following schedules:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Wage Increase	\$0.85	\$0.85	\$0.85	\$0.85
Base Wage Rate:	\$11.89	\$12.74	\$13.59	\$14.44

- (b) New hire wage rates for bargaining unit employees assigned to Google locations shall be the following:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Year 1:	\$9.25	\$9.50	\$9.75	\$10.00
Year 2:	\$10.50	\$10.75	\$11.00	\$11.25

After two (2) years employees shall be paid the wage rates listed above in Section 1(a).

2. **Health and Welfare**

- (a) Employees who complete six consecutive months of employment at 110 hours per month will be eligible for GETF Plan E21 (single employee) with a company contribution of \$405.00 per month.
- (b) Employees who complete twelve consecutive months of employment at 110 hours per month will be eligible for GETF Plan C20 (composite family) with a company contribution of \$705.00 per month.
- (c) In the event of cost increases for the above-described GETF plans, the Company will absorb such increases up to a maximum as determined by

the Bay Area Master Agreement, after which the employee will be responsible to pay such increases, through signed payroll deduction, as a condition of receiving coverage.

3. **Pension**

For each hour worked by employees, the employer shall contribute \$0.15 (fifteen cents) per hour to the SEIU National Industry Pension Fund.

4. **Master Agreement Otherwise Applies**

All other terms of the Bay Area Master Agreement will otherwise apply to the Google locations.

**FOR THE EMPLOYER**

By: James O. Beard (Representative)  
Date: 1/27/09

**FOR THE UNION**

**Service Employees International  
Union, Local 1877**

By: [Signature]  
Date: 1/27/2009

**SIDE LETTER OF UNDERSTANDING #5**

**Area 1H: eBay**

**(Main office: 2145 Hamilton Avenue, San Jose)**

This Letter of Understanding: (a) amends and modifies the Bay Area Master Collective Bargaining Agreement ("Bay Area Master Agreement"), or its successor, and (b) imposes separate obligations which apply to SEIU Local 1877 ("Union") and to the employer providing services under the Bay Area Master Agreement, or its successor, at eBay. ("eBay").

Premium Terms and Conditions at eBay Facilities. Employees assigned to work at eBay facilities located within the geographic coverage of the Bay Area Master Agreement, or its successor, shall be subject to the following premium terms and conditions of employment:

1. **Wages**

- (a) Bargaining unit employees assigned to eBay locations will receive wage increases according to the following schedules:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Wage Increase	\$0.85	\$0.85	\$0.85	\$0.85
Base Wage Rate:	\$11.89	\$12.74	\$13.59	\$14.44

- (b) New hire wage rates for bargaining unit employees assigned to eBay locations shall be the following:

	<u>5/1/2008</u>	<u>5/1/2009</u>	<u>5/1/2010</u>	<u>5/1/2011</u>
Year 1:	\$9.25	\$9.50	\$9.75	\$10.00
Year 2:	\$10.50	\$10.75	\$11.00	\$11.25

After two (2) years employees shall be paid the wage rates listed above in Section 1(a).

2. **Health and Welfare**

- (a) Employees who complete six consecutive months of employment at 110 hours per month will be eligible for GETF Plan E21 (single employee) with a company contribution of \$405.00 per month.
- (b) Employees who complete twelve consecutive months of employment at 110 hours per month will be eligible for GETF Plan C20 (composite family) with a company contribution of \$705.00 per month.
- (d) In the event of cost increases for the above-described GETF plans, the Company will absorb such increases up to a maximum as determined by

the Bay Area Master Agreement, after which the employee will be responsible to pay such increases, through signed payroll deduction, as a condition of receiving coverage.

3. **Pension**

For each hour worked by employees, the employer shall contribute \$0.15 (fifteen cents) per hour to the SEIU National Industry Pension Fund.

4. **Master Agreement Otherwise Applies**

All other terms of the Bay Area Master Agreement will otherwise apply to the eBay locations.

**FOR THE EMPLOYER**

By: James O. Beard (Representative)  
Date: 1/27/09

**FOR THE UNION**

**Service Employees International  
Union, Local 1877**

By: [Signature]  
Date: 1/27/2009

**APPENDIX C**  
**SACRAMENTO AREA NON-ECONOMIC AND LANGUAGE PROVISIONS**

The following additional provisions apply only to the Counties of Sacramento, Yolo and Placer in the State of California.

**AGREEMENT**

The Sacramento Area Employers agree to the concept of a Regional Contract provided that they retain the right to negotiate on Non-Economic and Economic terms separate from the Bay Area Maintenance Contractors. In addition, they retain the right to conduct these negotiations in the Sacramento Area.

**ARTICLE III – HIRING AND EMPLOYMENT**

3.4 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.

**ARTICLE IV – CHECKOFF**

4.4 Upon signed authorization of the employee, the Employer agrees to deduct from the pay of each employee, union dues, initiation fees, assessments and COPE contributions. The dues shall be deducted on the first pay period of each month and shall be submitted to the Secretary-Treasurer of SEIU, Local 1877 by the 20th of the following month. The Union shall notify the Employer of the amounts that are to be deducted from the employee for dues, initiation fees, assessments, and COPE contributions.

The regular monthly dues for regular employees shall be deducted from the first paycheck of each calendar month. By mutual agreement between the Employer and employee, monthly dues may be deducted in equal portions from the first and second paychecks of each calendar month. For newly hired regular employees, one fourth of the full initiation fee and the first month's dues shall be deducted from the employee's first paycheck in the second month of employment. The balance of the initiation fee shall be deducted in three installments, to be deducted along with each month's regular dues. For temporary or casual employees, the Employer will check off the required dues/permit fees and forward the amount to the Union once each month in the month following that in which the work was performed. In no event shall such dues/permit fees deducted by the Employer for temporary or casual employees exceed the regular monthly dues that are paid by the employees. In the event an employee's status changes to a regular full time employee, the Employer shall then deduct the regular fee in a manner consistent with this provision.

The Union agrees and the employees agree to forever hold and save the Employer harmless from any action or cause of action resulting from such possible withholdings.

#### **ARTICLE V – ENFORCEMENT**

5.5 The Union recognizes the responsibility imposed upon it as the exclusive bargaining agent of all employees covered under the terms of this Agreement, and, therefore, agrees that it will cooperate with the Employer and lend its support to assure a full day's honest effort on the part of each of its members in return for a day's pay; that it will support the Employer in its efforts to conserve materials and supplies, improve the quality of performance, help in preventing accidents, and strengthen good will between the Employer, employee, and the Union.

#### **ARTICLE VII – MANAGEMENT RIGHTS**

7.3 In addition to those rights specified above, the rights of the Employer shall include: the right of the Employer to evaluate all employees covered by this Agreement; the right of the Employer to subcontract work based upon the needs of the Company as permitted under this Agreement.

#### **ARTICLE VIII – WAGES AND MILEAGE**

8.17 All payments due to reimburse employees for the use of their own vehicles shall be paid at least one time per month either by separate check or together with the payroll check, the amount of such payment to be specified on the check stub.

8.18 The Employer shall only be required to pay a higher wage to employees temporarily working in a higher classification for those hours actually spent working in the higher classification.

8.19 If there is a payroll error reported to the Company, the Employer agrees to correct such error as soon as reasonably practical. The Employer will make a reasonable effort to give out paychecks the day before a holiday if the payday falls on that holiday.

8.20 Any clean-up work on any new construction contracted by the building owner or manager shall be covered under this Agreement.

#### **ARTICLE IX - HOURS**

- 9.9 Day's Work: Eight (8) hours within not more than a period of nine (9) hours shall constitute a day's work. Time and a half (1-1/2) shall be paid to all employees working in excess of eight (8) hour days. All work performed over eight (8) hours per day, forty (40) hours per week, on the sixth consecutive day in any work week, shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay. Relief persons and part-time employees may work a split work week. Hours other than herein stated may be established by mutual agreement between the parties.
- 9.10 Reporting Pay: Should an employee be called for work and no work is available, he/she shall be paid for two (2) hours of work. If an employee, in this situation, works over two (2) hours, he/she shall be paid for four (4) hours of work.
- 9.11 Accumulation for Benefits: All paid leaves, including sick leave, vacation, holidays, and any other paid leaves, will be considered as time worked for purposes of contributions for Health and Welfare and contributions to the pension program.
- 9.12 Rest Periods: Every employee shall be authorized by the Employer to take rest periods which insofar as practical shall be in the middle of each work period. Rest periods shall be computed on the basis of ten (10) minutes within each four (4) hours working time or major fractions thereof.
- 9.13 In cases when there is a major change affecting an entire group of employees at a worksite, the Employer shall notify the Union in advance, if it has knowledge of the change in advance.

## **ARTICLE X – WORKING CONDITIONS AND JOB EXPENSE**

- 10.9 The Employer's work rules are incorporated into this section. Work rules shall be distributed to each employee with a copy to the Union.
- 10.10 The Employer agrees to continue cooperating with the Union to seek means to provide free parking for employees covered under this Agreement where this is an issue.

## **ARTICLE XI – MAINTENANCE OF WORKING CONDITIONS**

- 11.9 Information provided by the Employer on newly hired employees pursuant to Section 11.1.A, item 5 (Contract Appendix/Section), shall distinguish between the following three (3) types of worksites covered under Appendix D:
1. Master Contract Sites (Area 2, Sections 4-8)
  2. Small Master Contract Sites (Area 2V, Section 5.F)

3. New Non-Union Small Sites (Area 2W, Section 10)

11.10 The following rules shall be observed when an Employer is bidding on or taking over the servicing of an establishment where the Union represents the existing employees:

- A. When requesting staffing information from the Union, the requesting Employer must provide the Union with the client's RFQ cover page or similar documentation demonstrating that the account is out to bid.

When staffing is requested for a building which has been put out to bid, the incumbent contractor shall provide the Union within four (4) work days the number of employees, names, daily hours worked, vacation and sick leave accrual, medical plan and wage rates, including regular employees temporarily off work with Employer authorization.

Only when the Union has received the client's RFQ cover page or similar documentation that a building is going out to bid, and can provide that documentation to the incumbent Employer, shall the incumbent Employer be obliged to supply this detailed information.

The Union agrees to supply such requested information within seven (7) calendar days to any Union contractor requesting such information or the Employer is not obligated to any staffing levels. The appropriate staffing levels shall be considered as the number of employees on the job sixty (60) days prior to such building being put out to bid. In any case, the new Employer shall be held harmless from any errors and omissions by the Union.

- B. The Employer shall not reduce the number of working hours per day or per week except when it is verified that the service specifications of a job are altered by the client; then the Employer may increase or decrease the work force pursuant to the terms of the new specifications.
- C. Previous employees shall be continued on the job as probationary employees for a sixty (60) day period. During this probationary period, the Employer may terminate the employment of any such employee with just cause and such termination shall be subject to the grievance and arbitration provisions of this Agreement. The Employer agrees to implement this Probationary Period in a good faith manner and not as a means to terminate employees continued from a predecessor Employer. Employees who complete the probationary period shall acquire seniority from their original date of hire at the job site secured by the Employer.



- D. Employees retained by the Employer shall receive the wage and fringe benefits as established by this Agreement or any Appendices listed in this Agreement based on the employee's seniority at that work location. No employee will suffer a reduction in wages or fringe benefits as a result of the changeover to a new contractor signatory to this Agreement. If there is a collective bargaining agreement in effect at that work location other than this agreement, the Union must provide the client and signatory bidders competing for that work location with a copy of that collective bargaining agreement along with any staffing information provided by the incumbent Employer.
- E. The service record of employees retained by the Employer shall not be broken by reason of such change in Employer. Vacation and sick leave seniority dates shall be honored from the prior Employer.

11.11 When service specifications of a worksite are altered, the process or system of cleaning is changed, or the square footage to be cleaned increases or decreases, the Employer may decrease or increase the workforce.

11.12 The Employer will furnish to the Union, in writing, the name and address of any job where the Employer's services have been terminated, together with the number of employees, the amount of daily person hours worked and the rates of pay at such job. Such information is to be furnished to the Union at least two (2) weeks prior to the date such services are terminated, where possible.

#### **ARTICLE XIV - LEAVE OF ABSENCE**

14.7 Absence of less than sixty (60) days because of illness, accident, or injury shall be considered as time worked for purposes of seniority, including vacation seniority.

#### **14.8 Medical Leave**

Employees with at least six (6) months of service shall be granted leaves of absence for bona fide illness, accident, or injury, up to six (6) months, and shall be restored to their regular job upon presentation of a doctor's certificate that they are able to return to work. If such leaves of absence exceed sixty (60) days, the employee's former seniority shall be restored upon return to work by the employer, but no seniority shall have accrued during the period of absence.

#### **14.9 Notification of Personal Leave**

For any non emergency, the employee will give at least two weeks notification for such leave to his/her immediate supervisor. In the event of an emergency, delaying the expected return of an employee from leave, an employee shall give 2 days notice prior to the last day of the approved leave, verbally and to be

confirmed, if requested, in writing an extension of the leave beyond the 30 days. In extreme emergencies the employer may grant extensions of leaves with one day notice.

## **ARTICLE XVIII – SENIORITY, TRANSFER, AND LAYOFF**

- 18.15 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 rehired, until the list of former employees is exhausted, provided those employees remaining are capable of performing the work required.
- 18.16 Seniority is defined as an employee's continuous service with his/her Employer or predecessor Employer(s) signatory to this Agreement or other Local 1877 Agreement since date of hire. When layoffs occur in a building site, the most junior employee will be the first person laid off. Seniority shall not be used for bumping purposes.
- 18.17 In filling higher paid positions covered by this Agreement, employees working in other classifications covered by this Agreement shall be given a reasonable trial on the basis of seniority where merit, ability, and physical fitness are equal as determined by the Employer.
- 18.18 Employees transferred to a different worksite shall retain their original seniority, and shall be informed of the reason for the transfer.
- 18.19 An employee's pay and benefit rate shall not be reduced as a result of a transfer within the same classification from one location to another, unless the transfer is as a result of a request by building management for just cause, in which case the employee will be transferred to another site at the wage and benefits of that site.
- 18.20 The guarantee to maintain wage and benefit levels does not apply in the case of transfer from a Government Wage determination site, or a site covered under an Appendix in the Sacramento Area, with or without cause. This provision shall only apply to any wage or benefit level which is specified in the applicable Appendix or Government Wage determination.
- 18.21 An employee who voluntarily requests a transfer to another work site agrees to accept the wage rate and benefits offered at that site corresponding to his/her level of seniority, and the Employer must notify the employee of such different wage rate or benefit level before the employee transfers to the new work site.

- 18.22 When the building management requests removal of an employee without just cause, the Employer will transfer the employee to a work site of equivalent wage rate and benefits as soon as is reasonably possible, not to exceed five (5) working days.
- 18.23 Transfers of employees required by clients shall be stated in writing by the Employer.
- 18.24 Employees on layoff and regular part time and extra employees shall receive preference over all newly hired employees, in the event the Employer hires employees. Employees laid off from a worksite shall receive first preference for filling openings at another worksite with the same salary schedule as the worksite from which the employee was laid off, based on the total length of service with the Employer, with the exception of Government Wage determination sites or Sacramento Appendix sites as specified above. For the purposes of salary determination, that employee shall not be considered a replacement employee.
- 18.25 The Employer shall provide the Union with a list of all employees on the recall list upon request by the Union, no more than three (3) times per year.

#### **ARTICLE XXIV - SUBCONTRACTING**

- 24.3 In the event that the Employer determines that it is financially necessary to subcontract work or in the event there is not a sufficient number of qualified employees or applicants, the Employer may, under these circumstances, subcontract work performed by bargaining unit members to other contractors or individuals. 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 of any sub-contractors used to perform work in any classification covered by this agreement, and of the specific reasons why the subcontracting is required.

#### **ARTICLE XXX - ENTIRE AGREEMENT**

- 30.5 This Agreement represents the complete and final understanding of all bargainable issues between the Employer and the Union. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements, understandings and practices, oral or written, express or implied, between the parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted in arbitration hereunder or otherwise.
- 30.6 Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other

shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement unless by mutual agreement of the parties, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**APPENDIX D  
ECONOMIC PROVISIONS FOR SACRAMENTO AREA (AREA 2)**

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<b><u>PART TWO - WAGES AND BENEFITS APPLYING TO SPECIFIED SITES</u></b>			
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<b><u>PART FIVE – SACRAMENTO ECONOMIC APPENDICES</u></b> (see separate document)			

1. Definition. Area 2 consists of the following Counties: Sacramento, Yolo and Placer in the State of California.
2. See Section 9 of this Appendix D for a list of specific sites (Appendices) which have wage and benefit levels different from those specified in Sections 4 through 8. See Section 10 for wage rates and benefits of employees at small sites previously serviced by non-union janitorial contractors.
3. Use the following chart to determine which Sections of this Appendix D show the appropriate wage and benefit levels for individual employees, based on Date of Hire and Geographic Area or Site.

Date of Hire	Geographic Area/Site(s)	Wages and Funeral Leave	Health and Welfare	Vacation and Holidays	Area(s)
Prior to 6/1/1999	Master Contract Sites	Sections 4 and 8	5	6.A, 7.A	2
On or after 6/1/1999				6.B, 7.B	
Prior to 6/1/1999	Small Sites 100,000 square feet or less		5.F	6.A, 7.A	2V
On or after 6/1/1999				6.B, 7.B	
All employees	Former Non-Union Sites 100,000 square feet or less	Section 10			2W
	Appendix Sites	Sacramento Appendices			2A-2S

## **PART ONE – MASTER WAGES AND BENEFITS**

### **Section 4 – Master Wages and Wage Increases**

#### **4.A Master Wage Rates**

All employees hired prior to June 1, 2008 shall receive a total of at least one dollar and eighty cents (\$1.80) in wage increases over the term of this Agreement, per the following schedule:

The new minimum rates for the following classifications are as follows: Janitor, Working Foreperson, Day Porter, Waxer.

	<u>6/1/2008</u>	<u>6/1/2009</u>	<u>6/1/2010</u>	<u>6/1/2011</u>
Janitor	9.00	9.50	10.00	10.30
Working Foreperson	9.65	10.15	10.65	10.95
Day Porter	9.05	9.55	10.05	10.35
Waxer	10.35	10.85	11.35	11.65

All employees on the payroll as of the following dates shall receive the following across-the-board wage increases:

	<u>6/1/2008</u>	<u>6/1/2009</u>	<u>6/1/2010</u>	<u>6/1/2011</u>
Wage Increase	0.50	0.50	0.50	0.30

#### **4.B Employees Hired between June 1, 2006 and May 31, 2008**

All employees who were hired between 6/1/2006 and 5/31/2008 will receive the increase granted to Master employees on 6/1/2008 and will be paid at the rate of Master Agreement as specified above in Section 4.A effective 6/1/2009. There shall be no anniversary date adjustments.

#### **4.C New Employees Hired on or after June 1, 2008**

Employees hired after June 1, 2008, based on the anniversary date of each employee, shall be paid at the wage rates listed below:

<u>Step</u>	<u>Length of Service</u>	<u>6/1/2008</u>	<u>6/1/2009</u>	<u>6/1/2010</u>	<u>6/1/2011</u>
1	Start	8.25	8.40	8.50	8.55
2	After one (1) year	8.50	8.70	8.85	8.90
3	After two (2) years	8.75	9.00	9.20	10.05
4	After three (3) years	Appropriate Master Wage Rate then in effect			

Upon being hired, each new employee shall receive no less than the Step 1 (Start) wage rate indicated above on his/her date of hire; after (1) year of service he/she shall receive no less than the Step 2 wage rate in effect on his/her date of hire; after two (2) years of service he/she shall receive no less

than the Step 3 wage rate in effect on his/her date of hire; after three (3) years of service he/she shall receive no less than the appropriate Master Wage rate then in effect for his/her work location as specified above.

4.D **Minimum Wage**

All employees covered under this Agreement shall be paid no less than twenty five cents (\$0.25) per hour above the Federal Minimum Wage or California State Minimum Wage, whichever is higher.

**Section 5 – Health and Welfare**

5.A **Exclusion**

Article XV of this Agreement, and sections 5.B, 5.C, and 5.D of this Appendix D shall only be applicable to employees participating in General Employees Trust Fund coverage as specified in this Section.

5.B **Coverage**

Coverage for eligible employees pursuant to this Section, except for site-specific agreements, shall be under the following plans provided through the General Employees Trust Fund: Plans #E22 (Employee Only), #C22 (Composite), and #C20 (Composite – with Dental benefit) as appropriate for those participating Employers.

**Plan C22 (Composite) and E22 (Employee Only):**

Medical – choose one:

Kaiser Plan U

ULLICO Plan MP090 (C22) or MP043 (E22): \$500,000 lifetime maximum

Prescription Solutions Plan C: \$5 for generic prescription, \$10 for brand-name

Life Insurance: \$5,000 benefit

**Plan C20 (Composite with Dental):**

Medical – choose one:

Kaiser Plan U

ULLICO Plan MP090: \$500,000 lifetime maximum

UHC Dental

Prescription Solutions Plan C: \$5 for generic prescription, \$10 for brand-name

Life Insurance: \$5,000 benefit

5.C **Eligibility**

Employee-Only coverage - Eligibility Defined. Employees shall become eligible for Employee-Only Health and Welfare coverage (Plan E22) after completing nine (9) months of service and having worked three (3) consecutive months at one hundred thirty three (133) hours per month. The Employer's first contribution for such eligible employees shall be made in the month following the three consecutive months of one hundred thirty three (133) hours per month. For example, the first contribution for an employee hired on January 1, 2009, shall be made in September, 2009 if the employee worked one hundred and thirty three (133) hours per month in June, July and August 2009.

Dependent Medical Coverage - Eligibility Defined. Employees shall become eligible for dependent Health and Welfare coverage (Plan C22) after completing thirty (30) months of service and having worked three (3) consecutive months at one hundred thirty three (133) hours per month. The Employer's first contribution for such eligible employees shall be made in the month following the three consecutive months of one hundred thirty three (133) hours per month.

Effective June 1, 2011, employees shall become eligible for dependent Health and Welfare coverage (Plan C22) after completing twenty four (24) months of service and having worked three (3) consecutive months at one hundred thirty three (133) hours per month.

Dependent Medical Coverage with Dental – Eligibility Defined. Effective June 1, 2011, employees shall become eligible for dependent Health and Welfare coverage with Dental (Plan C20) ) after completing sixty (60) months of service and having worked three (3) consecutive months at one hundred thirty three (133) hours per month.

An employee will be required to work one hundred thirty three (133) hours for the three (3) consecutive months prior to the initial month of eligibility for each benefit level listed above. If an employee does not work one hundred thirty three (133) hours in one of the last three months then the employee will restart his/her three (3) consecutive month requirement the following month in order to qualify for the benefit level.

Continuing eligibility shall be based upon working one hundred thirty three (133) hours per month. Paid holidays, paid vacation, and all other paid time shall be counted as hours worked for the purpose of eligibility.

President's Day or Washington's Birthday shall be considered as paid time for the purpose of Health and Welfare eligibility.



5.D **Employer Contributions**

The Employer shall contribute up to the following monthly amounts effective the dates listed for the GETF Plans listed in this Section. If the premium cost of a Plan is less than the specified Employer contribution at any time, the Employer is only obligated to pay the premium cost. Any amount of the premium cost above the Employer contribution shall be paid by eligible employees through payroll deduction.

<u>Plan Number</u>	<u>6/1/2008</u>	<u>4/1/2009**</u>	<u>4/1/2010**</u>	<u>4/1/2011**</u>
E22 (Employee Only)	\$341.96	\$379.58	\$421.33	\$467.68
C22 (Composite)	\$623.22	\$691.77	\$767.87	\$852.34
C20 (Composite with Dental)				\$964.18

\*\* (based on March hours)

5.E **Option-Out Provision**

Employers utilizing this provision as of June 1, 2008 reserve the right until April 2012 hours, except as limited below, to provide a self-administered health and welfare plan, provided the benefits are equal or comparable to the benefits provided in this Agreement. The following employee co-pay schedule must be maintained:

<u>Effective Date</u>	<u>Individual Coverage</u>	<u>Dependent Coverage</u>
June 1, 2008	\$24.16	\$53.28

The employee co-pay schedule for Employers covered under this provision shall be adjusted effective April 1 of each year in the following manner. Upon the Trustees of the General Employees Trust Fund approving new premium prices each year for Plans E22, C22 and C20 as specified above, the co-payment for Individual Coverage under the Option-Out provision shall be equal to the employee co-pay for Plan E22, the co-pay for Dependent Coverage under the Option-Out provision shall be equal to the employee co-pay for Plan C22, and the co-pay for Dependent Coverage with Dental shall be equal to the employee co-pay for Plan C20.

Only those Employers who are participating in the Option-Out provision as of June 1, 2008 shall continue that provision for their existing sites until April 2012 hours, whereupon all sites shall be transferred to the appropriate GETF benefit plans as provided for in this contract. Further, those Employers participating in the Option-Out provision shall bid all work under GETF guidelines as outlined in the current agreement, including both incumbent (current) and new worksites.

In regards to SBM Site Services, LLC, that Employer shall continue its participation in only the GETF composite rate until April 2012 hours whereupon

all employees who are participating in the company supplied Employee only coverage shall be transferred to the appropriate GETF Employee only coverage benefit plan. All work bid shall be under GETF guidelines as outlined in the current agreement, including both incumbent (current) and new worksites.

Those Employers affected by the preceding two paragraphs shall bid any site currently serviced by GETF participating Employers under the GETF guidelines as outlined in this Agreement.

5.F **Area 2V: Small Sites Provision**

This provision applies to all buildings of one hundred thousand (100,000) total square feet or less; a complex of buildings under same owner, manager or client contract shall be counted as single building for purpose of this provision. The employees will be eligible for employee only health and welfare coverage (Plan E22) and not dependent coverage. Employees shall become eligible for Health and Welfare coverage after completing twelve (12) months of service and having worked three (3) consecutive months at one hundred thirty three (133) hours per month.

An employee will be required to work one hundred thirty three (133) hours for the three (3) consecutive months prior to the initial month of eligibility for each benefit level listed above. If an employee does not work one hundred thirty three (133) hours in one of the last three months then the employee will restart his/her three (3) consecutive month requirement the following month in order to qualify for the benefit level.

Employees at Small Sites as defined above who have already qualified for Composite (dependent) Health and Welfare coverage shall retain such coverage, and effective June 1, 2011 shall be eligible for Composite coverage with Dental (Plan C20) upon completing sixty (60) months of service.

The Employer shall use its best efforts to transfer employees who are affected by this Section, and who so request, to sites above one hundred thousand (100,000) square feet where they can qualify for Composite Health and Welfare coverage.

**Section 6 – Paid Vacations**

- 6.A Vacation - Pre-6/1/1999 employees. All regular employees hired prior to June 1, 1999 shall be entitled to three (3) weeks of vacation annually.
- 6.B Vacation - Post 6/1/1999 employees. All regular employees hired after June 1, 1999 who have been in the employ of the Employer for at least one (1) year, shall be entitled to one (1) week of vacation with pay. Such employees shall be

entitled to vacation with pay on their anniversary dates of employment. Subsequently, eligibility shall continue to be based on an employee's anniversary date of employment. Employees shall be entitled to one (1) week of vacation annually after one (1) year of service. After four (4) years of service, all regular employees shall be entitled to two (2) weeks of vacation annually. After six (6) years of service, all regular employees shall be entitled to three (3) weeks of vacation annually.

- 6.C October 1, 1992 shall be considered the earliest start date for vacation accrual for all employees, except for employees at Lincoln Plaza (400 P Street), and WestAmerica Bank Center (300 Capitol Mall) and Union Bank of California (770 L Street), whose accrual date shall be their date of hire.
- 6.D When two or more employees are seeking vacation time off not already reserved on the same dates and the Employer is unable to accommodate all vacation requests, the most senior employee (provided the Employer determines that it is able to grant his/her vacation request) shall be granted the vacation time off.
- 6.E Vacation time off may be accumulated by carrying over one (1) year maximum, however this provision shall not cause any employee to lose vacation accumulated as of the effective date of this Agreement. Previously paid vacation time will count toward hours worked.
- 6.F Upon thirty (30) days notice, an employee may receive his/her accrued vacation pay on the payday immediately preceding his/her anniversary date of employment; or the employee may notify the Employer to pay his/her vacation pay on the payday immediately preceding the date on which he/she starts his/her vacation time off. For each week of such vacation, regular employees shall be paid an amount equal to average earnings for weeks worked. All paid hours shall be counted as hours worked for the purpose of vacation calculation.
- 6.G Employees shall be allowed to use earned vacation in a minimum of three day increments.
- 6.H Vacation payments shall be made by separate check.

## **Section 7 – Paid Holidays**

- 7.A Holidays – Pre-6/1/1999 employees. For employees hired prior to June 1, 1999, excluding site-specific agreements, the following are the five (5) paid holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

7.B Holidays – Post-6/1/1999 employees. New employees hired on or after June 1, 1999, excluding site-specific agreements, shall have four (4) paid holidays: Labor Day, Thanksgiving Day, Christmas Day and Independence Day.

Effective January 1, 2012, New Year's Day shall be added as a paid Holiday for all employees.

7.C Any employee receiving a greater number of holidays than those named above, excluding those working under site-specific agreements, shall retain such greater number of holidays.

7.D Any employee working on a holiday shall be paid at straight time (1x) in addition to the regular holiday pay.

7.E Any holiday falling on either a Sunday or Monday may be celebrated either on Sunday or Monday, at the option of the Employer. A holiday falling on a Friday or Saturday may be celebrated on Friday or Sunday.

7.F If a building closes during an unpaid holiday and only a partial crew works, seniority shall be waived and available work will be spread throughout the crew based on skills, ability and availability.

### **Section 8 – Funeral Leave**

If a death occurs in an employee's immediate family, the employee shall be entitled to three (3) days funeral leave, without pay, upon management approval. Immediate family shall be described as parent, sibling, child, spouse, grandchild or grandparent. The employee may request payment for these days out of accumulated vacation.

## **PART TWO – WAGES AND BENEFITS APPLYING TO SPECIFIED SITES**

### **Section 9 – Sacramento Appendix Sites**

See Sacramento Appendices listed below for wages and benefits at the following locations. Wage and benefit levels shown in the Appendices apply only to the specific worksite(s) for each Appendix and shall apply to all Employers.

<u>Area</u>	<u>Appx.</u>	<u>Site Name</u>	<u>Site Address</u>
Area 2A	A	300 Capitol Mall and 770 L St.	300 Capitol Mall and 770 L St., Sacramento
Area 2B	B*	Vision Service Plan	HQ: 3333 Quality Drive, Rancho Cordova
Area 2C	C	EDS Corporation	3141 Data Drive and 10888 White Rock Rd., Rancho Cordova
Area 2D	D*	Mercy Administration Building Parkway Plaza Eureka Corporate Center	3400 Data Drive, Rancho Cordova 3001-3013 Douglas Blvd., Roseville 1512 Eureka Rd., Roseville
Area 2E	E*	Apple, Inc.	2911 Laguna Blvd., Elk Grove
Area 2F	F	California DMV	2730 Broadway, 2120 Broadway, 2750 24th St. and 2333 Burnett Way, Sacramento
Area 2G	G*	SureWest	HQ: 8150 Industrial Ave., Roseville
Area 2H	H	1325 J St.	1325 J St., Sacramento
Area 2I	I	U.S. Bank Plaza	980 9th St., Sacramento
Area 2J	J	CalEPA	1001 I St., Sacramento
Area 2K	K*	UPS Facilities	West Sacramento, Rocklin, District Office, Chico, Redding
Area 2L	L	11th and L St. Building	1127 11th St., Sacramento
Area 2M	M	Lincoln Plaza/CalPERS	400 P St., 400 Q St., 1800 3rd St. and 400 R St., Sacramento
Area 2N	N	Delta Dental	11125-11155-11185 International Drive and 3241 Kilgore Rd., Rancho Cordova
Area 2O	O*	Sacramento Union Halls	(multiple locations)
Area 2P	P	The Ziggurat	303 3rd St., West Sacramento
Area 2Q	Q	CSAA Accounts	(multiple locations)
Area 2R	R*	A&T Accounts	(multiple locations)
Area 2S	S	City of Sacramento	(multiple locations)

\*Appendix B – formerly Appendix B - Somers

\*Appendix D – covers the three separate sites shown

\*Appendix E – formerly Appendix E - Somers

\*Appendix G – formerly Appendix F – Somers

\*Appendix K – includes former Appendix K.UBM and K.UBM Addendum

\*Appendix O – formerly Appendix O-1

\*Appendix R – formerly Appendix T

\*Appendix S – formerly Appendix U

**PART THREE**  
**SITES FORMERLY SERVICED BY NON-SIGNATORY CONTRACTORS**

**Section 10 – Area 2W: New Non-Union Small Sites**

The following provisions shall apply to any building serviced by a non-union contractor which is bid by a signatory Employer after June 1, 2008.

If the Union organizes a job location or has pressured the potential account to accept bids by Union firms only, the Master Agreement shall apply. In order for this section to be operative, the Union must have notified the Employer prior to the bidding process that it is through the Union's efforts that the job is being bid by signatory firms only.

This Section applies only to buildings totaling one hundred thousand square feet or less; a complex of buildings under same owner, manager or client contract is counted as single building for purpose of this provision.

Employees at buildings covered under this provision shall receive no less than the following wages and benefits:

- 10.A Wage: The starting employee wage rate is \$0.25 over Minimum Wage; employees covered under this provision shall receive a wage increase of \$0.20 per year on his/her anniversary date of employment.
- 10.B Vacations: Employees at such buildings shall accrue vacation at a rate of 1 week per year with such vacation time being prorated for part time employees.
- 10.C Health and Welfare: Employees shall be eligible for employee only coverage (Plan E22) after four (4) years of continuous employment; Employer caps, eligibility requirements and other provisions shall be as in the Master Agreement.
- 10.D Wage Rates of Employees Retained from Non-Union Contractors: Upon the Employer taking over a non union site where incumbent employee wage rates may be reduced by this provision, the Union may request a meeting with the Employer to discuss such wage rates.

## **PART FOUR – GENERAL PROVISIONS**

### **Section 11 – Leadership Training and Education Fund**

The Employer shall contribute the following amounts per straight-time hour worked or paid for into a Taft-Hartley Trust Fund, The Leadership Training and Education Fund, to be established in compliance with law which shall have two (2) Union and two (2) Employer Trustees.

<u>Effective Date</u>	<u>Contribution</u>
June 1, 2008	One cent (\$0.01) per hour

### **Section 12 – Uniforms**

For employees required to wear safety shoes, the Employer shall provide such shoes or reimburse employees for the full cost of their purchase, up to a maximum cost of \$50 (fifty dollars) per pair.

### **Section 13 – Maintenance of Greater Benefits**

Any employee receiving a benefit level greater than those indicated above, except for employees working under site-specific agreements, shall continue to receive such greater benefit level.

### **Section 14 – Duration**

This Agreement shall be effective June 1, 2008 and shall remain in full force and effect until April 30, 2012 and shall be considered as renewed from year to year thereafter unless either party shall give written notice to the other of its desire to have the same modified or terminated, and such notice must be given at least sixty (60) days prior to May 1, 2012 or May 1 of any year thereafter.

## **PART FIVE – SACRAMENTO ECONOMIC APPENDICES**

(CONTAINED IN SEPARATE DOCUMENT)

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

**Section 1. COVERAGE**

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 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.

**Section 3. CONTRIBUTIONS**

- (a)(1) The Employer agrees to contribute to the Fund the amounts referred to below per paid hour for all eligible employees.
- (a)(2) See Appendix B and the Bay Area Side Letters for pension contributions for employees in the Bay Area, if any. The effective date of pension contributions in the Bay Area shall be May 1, 2008 except where stated otherwise.
- (a)(3) See the Sacramento Appendices for pension contributions for employees in the Sacramento Area, if any. The effective date of pension contributions in the Sacramento Area shall be June 1, 2008 except where stated otherwise.
- (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.
- (d) Eligible employees shall be those who (1) work nineteen (19) or more hours per week and have been employed by the Employer for ninety (90) days or (2) casual or temporary employees that have worked 1000 hours within a twelve month period. Until contributions are required to be made on behalf of an employee pursuant to the terms of this provision, the employee shall not be deemed to be a covered employee working in covered employment within the meaning of the SEIU National Industry Pension Fund. Any employee who has completed the applicable probationary period stated above as of the effective date of the Collective Bargaining Agreement shall have contributions made on their behalf to the Fund beginning on the effective date of the Agreement without the necessity of meeting any additional eligibility requirement. For those employees who have not completed the applicable probationary period as of the



effective date, the Employer shall begin to make contributions beginning with the month following the month during which the employee becomes an eligible employee.

**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.

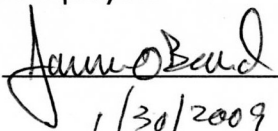
**Section 6. APPROVAL BY TRUSTEES**

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:   
1/30/2009

For the Union:

By:   
1/30/2009

**BOARD OF ADJUSTMENT DECISION**

**FORMER ZONE 5, TIER 1 SITES (BAY AREA)**

NOTE: the following is a Board of Adjustment decision regarding the status of former Zone 5, Tier 1 sites under the previous Bay Area Maintenance Contractors Agreement, pursuant to a dispute presented by the Employers. As noted above, this decision affects the final sentence of Appendix B, Section 13.D of this Agreement.


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The parties agree that the employees who are in Zone 5 Tier 1 sites under the previous 2003-2008 Collective Bargaining Agreement will receive a twenty cents (\$0.20) per hour increase on employee's annual anniversary date on or after 5/1/2009. All other provisions will remain as is.

This settlement is recommended by Erin Spaulding of FMCS.

For the Employer:

For the Union:

  
For the Employer

  
for SEIU Local 1877

After examining the evidence, I agree that there was a legitimate misunderstanding regarding the status of buildings bid under the former Zone 5 Tier 1 provision. The above is a reasonable compromise and will help preserve union work.

For Federal Mediation and Conciliation Service:

 FMCS 5/19/09

**SIDE LETTER OF AGREEMENT #6**  
**NORTHERN CALIFORNIA MAINTENANCE CONTRACTORS AGREEMENT**  
**Recognition of United Service Workers West**

Service Employees International Union, Local 1877 has a collective bargaining agreement with the Northern California Maintenance Contractors (Northern California Maintenance Contractors Agreement). The term of said collective bargaining agreement is May 1, 2008 through April 30, 2012. The parties enter into this side letter agreement to modify the introductory paragraph (Preamble) and Article II – Union Recognition in the parties' agreement.

United Service Workers West, SEIU represents that it is the successor labor organization to SEIU Local 1877. United Service Workers West, SEIU further represents that the membership of each of the three predecessor Locals (SEIU Local 1877, SEIU Local 2/47, and SOULA/SEIU Local 2006) approved the merger into United Service Workers West by majority vote.

24/6  
JMS

The Employer acknowledges the validity of United Service Workers West, SEIU as the successor to SEIU Local 1877 and recognizes United Service Workers West as the sole collective bargaining agent to the same extent as it did SEIU Local 1877.

United Service Workers West, SEIU acknowledges that it is the successor to SEIU, Local 1877, and that it is bound to all of SEIU Local 1877's obligations, agreements, debts, and responsibilities with respect to the Northern California Maintenance Contractors Agreement and the Employers' operations under that Agreement.

**UNITED SERVICE WORKERS  
WEST, SEIU**

**EMPLOYER**

Dated: 1/4/2011

Dated: 1/4/2011

  
[Signature]

  
[Signature]

MARK P. SHARWOOD  
[Print Name]

JAMES O. BEARD  
[Print Name]

## **EMPLOYER LETTER: LIST OF SIGNATORY EMPLOYERS**

Note: this letter was sent by the representative of the signatory Employers at the request of the Union. It is not part of the negotiated Collective Bargaining Agreement and is included here for informational purposes only.

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**BEARD AFFILIATES, L.L.C.**

**Industrial Relations Consultants**

5 Thomas Mellon Circle, Suite 111, San Francisco, CA 94134 Phone (415) 468-9697 Fax (415) 468-9698  
E-Mail: beardaffiliates@aol.com

January 21, 2010

Mr. Mark Sharwood  
SEIU Local 1877  
1401 21<sup>st</sup> St., Suite 310  
Sacramento, CA 95814

**RE: List of Northern California Contractors I represent**

Dear Mr. Sharwood:

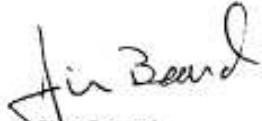
Per your request, the following is a list of the signatory Contractors to the Northern California Maintenance Contractors Agreement 2008 – 2012.

- 1) **ABLE BLDG MAINTENANCE**
- 2) **AMERICAN BLDG. MAINTENANCE**
- 3) **CUSTOMIZED PERFORMANCE, INC.**
- 4) **GCA SERVICES GROUP, INC.**
- 5) **DIAMOND JANITORIAL SERVICE**
- 6) **DIVERSIFIED MAINTENANCE**
- 7) **LITTLE GIANT**
- 8) **I.S.S.**
- 9) **PACIFIC MAINTENANCE CO.**
- 10) **REYNOLDS CLEANING SERVICE**
- 11) **SERVICE BY MEDALLION**
- 12) **FLAGSHIP**
- 13) **UNITED MAINTENANCE CO.**
- 14) **UNIVERSAL BLDG. SERVICES**
- 15) **FERRARI'S BLDG. MAINTENANCE**
- 16) **INNOVATIVE MAINTENANCE SOLUTIONS**
- 17) **PLATINUM SERVICES**
- 18) **POWER CLEAN ENTERPRISES**
- 19) **PREFERRED SERVICES**
- 20) **SBM SITE SERVICES**
- 21) **SPENCER BLDG. MAINTENANCE, INC.**
- 22) **UNITED BLDG. MAINTENANCE**

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Mark Sharwood

If you should have any questions, please feel free to contact me.

Very truly yours,



Jim Beard  
JB/ig