**WINDOW CLEANERS AGREEMENT**

**April 1, ~~2013~~ 2014 to March 31, ~~2014~~ 2017**

**by and between**

**SAN FRANCISCO WINDOW CLEANING CONTRACTORS ASSOCIATION**

**and**

**WINDOW CLEANERS UNION – SEIU USWW, AFL-CIO**

**THIS AGREEMENT is** made and entered into this 1st day of April, ~~2013~~ **2014** by and between the San Francisco Window Cleaning Contractors Association, hereinafter called the Employer, and the Window Cleaners Union, Service Employees International Union, United Service Workers West, hereinafter called the Union. The terms of the Agreement shall apply to all signatory Employers as listed on the signature page of this Agreement.

## SECTION 1. RECOGNITION

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

## SECTION 2. UNION MEMBERSHIP AND HIRING

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

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

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

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

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

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

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

(c) Probation period: There shall be a ~~forty-five (45)~~ **sixty (60)** working days probationary period for a new employee. The probationary period shall be applicable to each Employer for which the employee works until the new employee works more than ~~forty-five (45)~~ **sixty (60)** working days for one Employer.

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

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## SECTION 3. SENIORITY

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

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

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

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

## SECTION 4. HOURS AND OVERTIME

(a) The maximum workweek shall be thirty-seven and one-half (37 ½) consecutive hours segregated into five (5) working days of seven and one-half (7 ½) hours. The workweek shall be Monday through Friday, with Saturdays and Sundays off. The hours of work shall be from 5:00 a.m. to 1:00 p.m., 6:00 a.m. to 2:00 p.m., 7:00 a.m. to 3:00 p.m., 8:00 a.m. to 4:00 p.m. (Hotels only). Employees shall receive a one-half (1/2) hour between 11:00 a.m. and ll:30 a.m. for lunch. Employees must take a full half (1/2) hour for lunch and no employee shall substitute part of the lunch period for any part of the regular working day. Any work performed in addition to the specified hours contained herein shall be paid at the overtime rate of pay. A twenty (20) minute rest period two (2) hours

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

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

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

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

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

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

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

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

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

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

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

## SECTION 5. SPLIT SHIFTS

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

## SECTION 6. HOLIDAYS

The following holidays will be observed:

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

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

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

If a holiday falls on a Saturday or Sunday, it shall be observed on the following Monday, provided that in cases of emergency, special arrangements can be made with the Union. If a holiday falls on a Thursday, an employee who gives

the Employer one (1) week notice will be permitted to take the following Friday off on his own time without penalty. If a holiday falls on a Tuesday, an employee may be permitted to take the previous Monday off on his own time without penalty provided the entire shop agrees or it is mutually agreed to by the Employer and employee.

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

## SECTION 7. WAGES

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

| | ~~April 1, 2013~~ |
|---|---|
| ~~Base~~ | ~~$20.65~~ |
| ~~Scaffold/Bos'n Chair~~ | ~~$22.11~~ |

| | **August 1, 2014** | **April 1, 2015** | **April 1, 2016** |
|---|---|---|---|
| **Base** | **$21.15** | **$21.65** | **$22.25** |
| **Scaffold/Bos'n Chair** | **$22.61** | **$23.11** | **$23.71** |

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

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

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

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

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

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

| | Start | After 975 hours worked | After 1950 hours worked | After 2925 hours worked |
|---|---|---|---|---|
| Effective **8/1/14** | | | | |
| Base: | **$13.50** | **$14.50** | **$15.50** | **$17.45** |
| Scaffold/Bos'n Chair: | **$15.00** | **$16.00** | **$17.00** | **$18.91** |
| **Effective 4/1/15** | | | | |
| **Base:** | **$14.00** | **$15.00** | **$16.00** | **$17.95** |
| **Scaffold/Bos'n Chair:** | **$15.50** | **$16.50** | **$17.50** | **$19.41** |
| **Effective 4/1/16** | | | | |
| **Base:** | **$14.60** | **$15.60** | **$16.60** | **$17.55** |
| **Scaffold/Bos'n Chair:** | **$15.10** | **$17.10** | **$18.10** | **$20.01** |

| | ~~Start~~ | ~~After 975 hours worked~~ | ~~After 1950 hours worked~~ | ~~After 2925 hours worked~~ |
|---|---|---|---|---|
| ~~Effective 4/1/13~~ | | | | |
| ~~Base:~~ | ~~$13.00 $13.50~~ | ~~$14.00 $14.50~~ | ~~$15.00 $15.50~~ | ~~$16.95 $17.45~~ |
| ~~Scaffold/Bos'n Chair:~~ | ~~$14.50~~ | ~~$15.50~~ | ~~$16.50~~ | ~~$18.41~~ |

Journeyman rates paid: after 3900 hours worked

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

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

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

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

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

### (a) Health Insurance

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

2. All employer contributions referred to in this Section shall be paid into the General Employees Trust Fund, created under the terms of said plan in accordance with the procedures set forth below. It is understood that all questions concerning eligibility of employees for coverage shall be determined by the Trustees of the said Trust Fund.

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

Employees Trust Fund for eligible employees and dependents. The cost of the current Plan, as of April 1, ~~2013~~ **2014** is ~~$1303.47~~ **$1360.75** per month.

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

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

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

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

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

7. The Employer hereby accepts the terms of that certain Agreement and

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

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

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

## SECTION 9. PENSION

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

Effective April 1, ~~2013~~ **2014**, based on March, ~~2013~~ **2014** hours the contribution rate to the Fund shall be two dollars and fourteen cents ($2.14) per hour for each straight time hour worked and paid for. Paid vacation, paid holidays and paid sick leave are considered as hours worked in computing contributions.

The Employer and the Union agree to adopt the Preferred Schedule for Benefit Changes and Supplemental Contributions adopted by the Trustees of the National Industry Pension Fund (NIPF), and any amendments thereto, for the life of this Agreement. The supplemental contribution ~~amount is 37.6% of the~~ above **the** contribution amount of $2.14 per hour **is 48.3% in 2014, 59.8% in 2015, 72.1% in 2016, and 85.5% in 2017.**

## SECTION 10. SICK LEAVE AND FUNERAL LEAVE

~~Effective June 1, 1978 e~~**E**very employee covered by this Agreement ~~who has been employed by his Employer~~ shall be permitted to accumulate five (5) days

sick leave per year accumulated at the rate of 1.7 days for each four (4) months of service.

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

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

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

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

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

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

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

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

## SECTION 11. SCAFFOLD AND BOS'N CHAIRS

All Scaffolds and Bos'n Chairs must be hung by men who work on same. A minimum of two (2) journeymen must work together on all Scaffolds and Bos's Chairs whenever practicable. Inexperienced employees shall not be allowed to

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work on Scaffolds or Bos'n Chairs, until the inexperienced person has worked at the trade for at least six (6) months. Then the inexperienced person must work with a journeyman.

## SECTION 12. VACATIONS

All employees who work continuously for one (1) Employer for one (1) year shall receive a minimum of ten (10) days vacation with pay at the prevailing straight time rate annually.

All employees who work continuously for one (1) Employer for two (2) years or more shall receive a minimum of twelve (12) days vacation with pay at the prevailing straight time rate annually.

All employees who work continuously for one (1) Employer for five (5) years or more shall receive a minimum of fifteen (15) days vacation with pay at the prevailing straight time rate annually.

All employees who work continuously for one (1) Employer for twelve (12) years or more shall receive a minimum of twenty (20) days vacation with pay at the prevailing straight time rate annually.

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

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

## SECTION 13. MILITARY SERVICE

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

## SECTION 14. TRAVEL

(a) All commercial vehicles shall be furnished by the Employer. Each contractor may designate as many men as are necessary to drive the contractor's vehicles and also clean windows, subject to notification to the Union. These men shall not be allowed to clean windows or drive vehicles more than thirty-seven and one-half (37 ½) hours per week. The contractors name, telephone number and address must appear on the vehicle driven by the employee. All vehicles must be driven by a journeyman, unless otherwise authorized by the Union. Unless authorized by the Employer and the Union, no vehicle shall be used in any manner by an employee after working hours, but shall be returned to the shop each day. No employee shall be disciplined or discharged because of a refusal to drive the contractor's vehicle.

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

## SECTION 15. RESTRICTIONS

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

## SECTION 16. EQUIPMENT

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

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

## SECTION 17. SUBCONTRACTING

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

## SECTION 18. SAFETY

(a) Suitable belts must be used on all buildings that have anchor bolts. Ropes on belts and on Bos'n Chairs must be renewed every six (6) months, or on demand of employee.

(b) No windows shall be cleaned that are not in good working order.

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

(d) A person shall be placed at the foot of all ladders in use that exceed eighteen(18) feet in length. Two (2) window cleaners shall work together on extension ladders which are extended thirty-six (36) feet or more in length.

(e) It is agreed that when the personal safety of a member is concerned, his refusal to work on defective windows, or inadequate window cleaning equipment, shall not be sufficient cause for discharging of the employee and it is further agreed that said member will not be penalized for such refusal by a the Employer.

(f) All other safety conditions not specified herein, but which form a part of the rules and regulations of the California Occupational Safety and Health Administration (Cal-OSHA) for Window Cleaners, shall be observed by the Employer.

(g) When the personal safety of a member is concerned, his refusal to pass through a picket line shall not constitute a violation of this Agreement.

(h) Where acid is used on scaffold work, steel falls shall be used instead of rope falls. Whenever employees are obliged to use acid in the course of their employment, Employers shall furnish employees with rubber gloves or other necessary equipment.

(i) The Parties agree to establish a Labor-Management Committee of a maximum of seven (7) members from each side. This committee is meant to discuss areas

of mutual concern such as safety, training and the preservation of standards in the Window Cleaning Industry. It is not intended to discuss contractual issues.

## SECTION 19. BREAKAGE

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

## SECTION 20. DISCHARGE AND DISCIPLINE

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

## SECTION 21. SHOW-UP PAY

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

## SECTION 22. GRIEVANCE PROCEDURE

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

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

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

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

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

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

## SECTION 23. CHECKOFF

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

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

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

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

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

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

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

## SECTION 24. MISCELLANEOUS

(a) The Employer agrees to notify the Union of all jobs and also agrees to give notice to the Union of all new jobs and job cancellations within thirty (30) days.

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

(c) "During the term of this Collective Bargaining Agreement, the San Francisco Window Cleaning Contractors Association and Service Employees International Union Local 1877 shall each appoint three (3) persons to a joint labor/management study committee. The purpose of the joint Study Committee will be to examine the feasibility and practicality of creating a joint labor/management state certified apprenticeship program including the costs that would be attached to creation of such an apprenticeship program. The committee will attempt to arrive at a joint recommendation during the term of this Collective Bargaining Agreement and present such recommendation to Service Employees International Union Local 1877 and the San Francisco Window Cleaning Contractors Association for further discussion between the Parties."

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

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(e) Alcohol and Drug Testing:

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

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

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

4) **POLICY**

A. **General Rules.**

No employee shall report for duty or remain on duty while having an alcohol concentration of 0.04 or greater, or use any controlled substance except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his/her job duties.

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

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

- Abnormal work performance;
- Any combination of physical conditions and/or symptoms such as unsteady balance, alcohol on breath, glassy eyes, reddened eyes, unsteady gait, etc.;

- Abnormal person behavior or unusual interpersonal relations on the job;

- It is the Employer's policy to test for the abuse of drugs and alcohol following certain accidents on the job, AND when an individual is involved in an OSHA-reportable accident. An accident is defined as requiring more than first aid (e.g. treating by a physician or hospitalization), injuries that require lost time (at least ½ day), or loss of consciousness. When such accidents occur, a urine drug screen and breath alcohol test will be done.

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

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

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

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

B. **Reasonable Suspicion Testing Procedure.**

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

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

The employee, at his/her personal expense, will have the opportunity to have a reputable testing facility test the same sample as was submitted to the original test facility. Accepted chain of custody procedures must be followed and the test facility selected by the employee must meet all standards set by Federal/Health Agencies for laboratory performance using certified Medical Technologists and Technicians. An employee may request the independent test by notifying the Employer or its manager in writing within two (2) calendar days after the day when the employee is informed of the test results. The test result will be kept confidential and will be available only to a designated Employer representative, a designated Union representative, or a designated legal representative.

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

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

## SECTION 25 – NO STRIKE/NO LOCKOUT

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

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

## SECTION 26. INDUSTRY STABILIZATION

~~(a) The Employer shall contribute five cents ($.05) for each straight-time hour worked by employees under this Agreement to the Maintenance Cooperation Trust Fund, whose purpose is to enforce wage and hour, OSHA, insurance and other laws affecting the Window Cleaning Industry.~~

(b) The Union agrees that no employee working under this Agreement shall engage in any window cleaning in the commercial office, commercial residential or retail sectors in the City and County of San Francisco which is not under the terms of this Agreement.

## SECTION 27. TERM OF AGREEMENT

This Agreement shall become effective as of April 1, ~~2013~~ **2014** and shall remain in effect until March 31, ~~2014~~ **2017**, and shall continue from year to year thereafter, provided, however, that each party reserves the right to give notice, in writing, to the other at least sixty (60) days prior to March 31, ~~2014~~**2017** of its desire to change or terminate said agreement.

Signed this _____ day of _____ ~~2013~~**2014**.

FOR THE SAN FRANCISCO WINDOW CLEANING CONTRACTORS ASSOCIATION

By: _____
James Beard

Date: _____

FOR THE WINDOW CLEANERS UNION SEIU USWW

By: _____
Colin O'Leary
Union Representative

By: _____
Carlos Garza
Able

By: _____
Jose Garza
Able

By: _____
Mario Barragan
Able

By: _____
Joel Pineda
CBM

By: _____

Guillermo Rodriguez
Glasstech

Date: _____

Signatory Window Cleaning Employers:

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

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

Section 1. COVERAGE

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

Section 2. TERM

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

Section 3. CONTRIBUTIONS

(a)(1) As of April 1, ~~2013~~ **2014**, the Employer agrees to contribute to the Fund $2.14 per straight time hour worked and paid for all employees covered by the Agreement.

(2) The supplemental contribution amounts ~~is 37.6%~~ **are 48.3% in 2015, 59.8% in 2016 and 72.1% in 2016** of the above contribution amount of $2.14 per hour.

(b) Contributions required by this provision shall be paid to the Fund on or before the fifteenth day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine

(c) Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.

Section 4. TRUST AGREEMENT

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

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

Section 5. COOPERATION

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

Section 6. APPROVAL BY TRUSTEES

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

Section 7. MISCELLANEOUS

In the event of any inconsistency between this appendix and the Collective Bargaining Agreement, the terms of this Appendix shall prevail.

For the Employer:

By: _____
James Beard

Date: _____

For the Union:

By: _____
Colin O'Leary

Date: _____

~~XXX~~
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**Letter of Understanding concerning the Affordable Care Act**

**By signing below the parties agree that if future regulations are passed or existing regulations are interpreted to mean that the parties may have an obligation to revise existing provisions as a result of the ACA, then the employer reserves the right to re-open the contract on all economic items.**

# WINDOW CLEANERS AGREEMENT – April 1, ~~2013~~ 2014 to March 31, ~~2014~~ 2017


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

Section 1. COVERAGE

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

Section 2. TERM

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

Section 3. CONTRIBUTIONS

(a)(1) As of April 1, 2014, the Employer agrees to contribute to the Fund $2.14 per straight time hour worked and paid for all employees covered by the Agreement.

(2) The supplemental contribution amounts are 48.3% in 2015, 59.8% in 2016 and 72.1% in 2016 of the above contribution amount of $2.14 per hour.

(b) Contributions required by this provision shall be paid to the Fund on or before the fifteenth day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine

(c) Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.

Section 4. TRUST AGREEMENT

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

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

Section 5. COOPERATION

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

Section 6. APPROVAL BY TRUSTEES

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

Section 7. MISCELLANEOUS

In the event of any inconsistency between this appendix and the Collective Bargaining Agreement, the terms of this Appendix shall prevail.

For the Employer:

By: _____
James Beard

Date: 11/6/2014

For the Union:

By: _____
Colin O'Leary

Date: 10/23/14

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# Attachment 7

# Prevailing Wage Determination

# Agreement between the Parking and Garage Industry San Francisco and San Mateo Counties and Teamsters Automotive and Allied Workers, Local Union No. 665

# SAN FRANCISCO MASTER PARKING AGREEMENT

By and Between the Signatory Parking Operators and Teamsters Local Union No. 665

December 1, 2012 through November 30, 2015

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# GARAGE AND PARKING FACILITIES AGREEMENT
# December 1, 2012 through November 30, 2015

## PREAMBLE

This Agreement is made and entered into by and between the Jurisdictional Operators of Parking Facilities referenced in Section 34, hereinafter referred as the "Employer", and **Teamsters Local Union No. 665**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", covering the employment of persons coming under the jurisdiction of the Union in San Francisco, California.

## SECTION 1: RECOGNITION

The Employer hereby recognizes the Union as the exclusive collective bargaining representative of all employees employed by the Employer to perform work in the classifications specified in Section 15, "DUTIES", herein, and employees performing work in these classifications shall be known by the term: "Garage Employees."

It is agreed that the signing of this Agreement shall constitute a recognition of the Union, and it is further agreed that no member shall be discharged for activity in or representing their Union. Persons not covered by this Agreement, including non-bargaining unit employees of the Employer, shall not, under normal circumstances, perform any work or services covered by this Agreement.

## SECTION 2: HIRING

Only members in good standing in the Union shall be retained in employment. For the purposes of this Section, "members in good standing" shall be defined to mean employee members of the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

All employees covered by this Agreement shall become members of the Union within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) days from the date of employment, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment.

The Employer shall require new employees to obtain a referral from the Union before starting to work, and it shall be the Employer's responsibility for any violation of this Section in the Agreement. The Employer shall pay a $100.00 fine per day and per violation, to be disbursed by the Union, but this fine shall be subject to the grievance procedure in the Agreement.

The Employer shall be the judge of the competency and fitness of the employee for all

purposes, including hiring, promotion, and demotion. When an employee is engaged outside of the Union office, the employee shall be required to obtain a referral from the Union before starting to work.

A. Probation Period: Employees hired after the ratification of this Agreement shall be on probation for the first ninety (90) calendar days of employment. New employees terminated by the Employer during the ninety (90) day probationary period shall not be subject to the grievance procedure. Wages and other working conditions in the contract shall apply to employees during the probationary period.

B. Non-Discrimination: There shall be no discrimination in hiring, promotion, or other aspects of employment, because of age, sex, race, creed, color, national origin, physical handicap, marital status or sexual orientation. No employee shall be discriminated against by the Employer for living up to and observing the provisions of this Agreement. The Employer agrees to promote diversity in hiring and promotion within the bargaining unit.

C. Cost of Hiring: The Employer agrees to pay the cost of medical examination and bonding fees if required. The Employer shall pay employment agency fees if it or its agent specifically orders employees from employment agencies.

D. Observer Status: The Union shall have the right to attend and observe final, pre-employment meetings where a bona fide offer of employment is tendered to any prospective new-hire in the bargaining unit.

The Union shall not retain any rights which shall prevent the Employer from offering employment to any prospective employee. Further, the Union retains the right to waive attendance at such meetings.

Effective January 1, 2013 operators/signatures to this Agreement will be required to submit to the Union a comprehensive list including the names of employees, hire date, current rate of compensation and work location. The list must be provided to the Union no later than the 15th of the following month.

In the event that an Employer does not provide this employment audit list to the Union in the timeframe noted the Employer shall pay a fine of $2500 for each month the list is not received. In addition, if additional employees are determined to be working for the Employer, but not included on the list, the Employer may pay up to $100.00 for each day the employee has been omitted from the Employer Audit List.

The Union retains the right to waive the financial penalties outlined in this clause, at its discretion.

## SECTION 3: UNION MEMBERSHIP

Membership in the Union on or after thirty-one (31) days following the beginning of employment, or the effective date of this Agreement, whichever is later, shall be a condition of employment to the extent consistent with the law.

Upon satisfactory proof from the Union, the Employer agrees to suspend or discharge any employee who fails to make application for and complete membership in the Union or, alternatively, fails to tender initiation fees and dues uniformly required as a condition of acquiring or retaining membership. The Union shall hold the Employer harmless from any and all liability.

The Employer agrees that members of the Union shall not be discriminated against or be penalized because of activities in the Union, provided said activities do not interfere with their regular employment.

The Union may designate an individual to serve as shop steward. There shall be neither discrimination against nor preferential treatment, for purposes of layoff or recall, of the steward because of Union activity.

The Employer at the request of the Union is to deduct from the wages of employees, membership dues (and initiation fees) of the Union, and promptly transmit such funds to the Union; provided, that the Employer has received from each employee, on whose account such deductions are made, a written assignment which shall be irrevocable for a period of more than one (1) year, or beyond the termination date of the applicable collective bargaining agreement, whichever occurs sooner.

## SECTION 4: SENIORITY

A. Definition: For the purpose of this Agreement, seniority is defined as time spent on the active payroll or actively at work for the Employer at the facility covered by this Agreement on a continuous basis. Any employee transferred to any facility of his or her Employer will carry with him or her all seniority heretofore established.

B. Application: When it is necessary to increase or decrease the number of employees, the principle of seniority shall be observed. The last person hired shall be the first person laid off and the last laid off shall be the first rehired. The rule of seniority of employees covered by this Agreement shall apply only within each Employer and shall prevail on different jobs providing the senior employee is qualified to fill the job of the junior employee. The rule of seniority shall also apply to vacation periods. Seniority shall also apply to shift and holiday preference provided the senior employee is capable and qualified to perform the work as determined by the Employer.

C. Seniority Rights: Companywide seniority rights shall apply to layoffs, reduction in hours, location changing from one to another and vacation entitlement.

D. Open Job: As additional help is needed at an individual location, employees, in seniority order, may be given the opportunity to fill such open job, and hours if they have applied to the Employer, provided the senior employee is capable and qualified to perform the work as determined by the Employer.

Seniority shall not prevent the Employer from moving any employee from one location to another location. There shall be at least one shift bid per year per location. An employee may exercise his or her seniority only at that location.

E. Layoff: Any employee at the time of layoff will, if recalled within one (1) year, be credited with the amount of service credit he or she had at the time of layoff.

F. Recall: The seniority of an employee will be terminated for failure to report for work within five (5) working days after notice of recall is mailed by Certified Mail by the Employer, to the last address of the employee on the Employer's records.

G. Broken Seniority: Seniority shall also be broken for the following reasons: Voluntary quit, discharge for cause, retirement, absence from work from three (3) consecutive scheduled work days without proper report of and proof of reason for absence, the use of intoxicants or drugs during the hours of employment, or leaving his or her place of employment before the completion of his or her designated shift, unless permitted to do so by his or her Employer, layoff for a period exceeding the employee's seniority but not to exceed twelve (12) continuous months, suspension or revocation of driver's license, and not returning from a leave of absence. The term "drug" means any substance or combination of substances, other than alcohol, which could so affect the nervous system, brain, or muscles of a person as to impair, to an appreciable degree, his or her ability to drive a vehicle or perform work in the manner that an ordinarily prudent and cautious person, in full possession of his or her faculties, using reasonable care, would drive a similar vehicle under like conditions. (See Section 20 (S.)

## SECTION 5: VACATIONS

A. Each employee having had one (1) year completed continuous service with his or her Employer shall receive a vacation of one (1) week with pay.

B. Each employee having had two (2) years' completed continuous service with his or her Employer shall receive a vacation of two (2) weeks with pay.

C. Each employee having had five (5) years' completed continuous service with his or her Employer shall receive a vacation of three (3) weeks with pay.

D. Each employee having had twelve (12) years' completed continuous service with his or her Employer shall receive a vacation of four (4) weeks with pay.

E. Each employee having had twenty (20) years' completed continuous service with his or her

Employer shall receive a vacation of five (5) weeks with pay.

F. Each employee having had twenty-five (25) years' completed continuous service with his or her Employer shall receive a vacation of six (6) weeks with pay.

G. Accrual: The vacation schedules contained herein shall be vested, accessed, paid out and/or awarded after the completion of the 1st year of employment, and thereafter, with the unvested accrual for such benefits taking place during the year prior to the award.

Vacation pay shall consist of an employee's normal and usual weekly or bimonthly earnings of all time worked, exclusive of overtime, and shall be paid to the employee on the last working day immediately preceding the actual commencement of the employee's vacation.

H. Beginning January 1, 2013, all employees shall receive a reconciliation of all past accrued vacation time, and a cash-out for all accrued vacation hours, up to and including hours worked on December 31, 2012.

This reconciliation and cash-out of these monies shall be completed on a piecemeal basis or before June 30th, 2013.

All employees will be allowed up to ninety (90) days after June 30th, 2013 to protest, through the contractual grievance procedure, any discrepancies discovered in this reconciliation and cash-out. Any protests regarding this reconciliation and cash-out filed after April 15, 2013 shall be considered null and void and shall be denied by a contractual grievance panel.

During the initial period of January 1, 2013 through November 30, 2013 all employees shall be entitled to take vacation as it accrues, in daily or weekly increments, throughout the year 2013, with advance permission from their Employer.

Beginning December 1, 2013, all employees shall accrue vacation benefits in accordance with schedules A through F above, on a calendar year basis, December through November of each year. Any cash-out awards after the initial reconciliation of January 1, 2013 shall take place in the month of December each year.

Employees shall receive a schedule of vacation accrual on a weekly or bi-weekly payroll basis, but no less than every six (6) months. Employees must use the "ninety (90) day wage claim" provision of this Agreement to protest any discrepancies detected by the employee upon the Employer's presentation of any vacation accrual schedule.

Employees hired after January 1, 2013 shall receive a pro-rata accrual of one-week vacation based on his/her date of hire during their first year of employment. The Employer shall adhere to and follow the vacation accrual schedules A through F above for improvements in accrual rates during any calendar year, using the initial employment date or seniority date of each employee, whichever is deemed as primary based on the Change of Management/Change of Ownership sections of this Agreement.

I. No "Use-It-or-Lose-It": All employees shall be allowed, on a calendar year basis, to maintain their normal annual accrual, as a vacation "bank", at all times.

Forced cash-outs shall cause the Employer to provide for contractual health and welfare premiums for any period taken off in a calendar year, where time-off is taken in conjunction with the forced cash-out.

Vacation time may be split our used in the entirety of the normal annual accrual. Vacation time may be taken in one-day increments, with the permission of the employer. Nothing herein shall prevent the Employer and the employee to allow for a mutually agreed cash-out outside of the usual January cash-out period.

Vacation schedules shall be posted at the beginning of the calendar year at each location and shall be bid in seniority order; however, seniority shall not be used to "bump" vacation schedules which have been previously approved, after being bid in seniority order.

Posted Vacation Schedules shall be in weekly increments.

The utilization of vacation benefits shall not cause the employee to lose holiday or any other benefits contained in this Agreement.

No Automatic "Black-Outs": No time in the calendar year shall be under a "Black-Out". The Union and the Employer shall confer and mutually approve "Black-Outs" which may previously have been in place in the industry. Criteria for approval shall include the business and staffing needs of any given location, on a case-by-case basis at the sole discretion of the Employer.

Whenever a worksite is not subject to an approved "Black-Out", the number of employees allowed to utilize vacation benefits at any one time shall not be structured in such a way that the business needs of the Employer are jeopardized. Employees prevented from utilizing vacation because of "business needs" shall be offered alternative times by the Employer.

Regardless of the reason for termination from employment, including but not exclusive to voluntary quit, permanent lay-off, retirement, termination for cause, or other subjects of attrition, the employee shall receive all unused vacation up to and including time accrued on the last day of employment.

In the event of the death of an employee, the estate of the deceased employee shall receive the amount of all unused vacation.

J. The employee shall make all requests for vacation to the Employer within two (2) weeks prior to the requested time off, unless the vacation has been approved during the initial worksite vacation bid in January.

The Employer agrees to reply to all requests for Vacation Time Off within ten (10) days of receipt. The Employer shall not unduly restrict Vacation Time Off requests, and shall make every effort to accommodate the employee's request, and otherwise offer alternative dates where appropriate.

## SECTION 6: HEALTH & WELFARE: MAJOR MEDICAL; DENTAL; ORTHODONTIA; PRESCRIPTION DRUG; VISION COVERAGE; ACCIDENT & SICK; LIFE INSURANCE

During the life of this Agreement, the Employer shall provide to the employees a Health and Welfare Fund and shall pay to the administrator of the Bay Area Automotive Group Welfare Plan the premium and administrative cost as provided for in the appropriate Trust Agreement and amendments thereto.

All employees who have completed more than ninety-six (96) hours of work in the previous month shall be eligible for coverage under such plan on the first of the month following completion of more than ninety-six (96) hours of work.

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

For each eligible employee, the Employer agrees to pay the premium and administrative cost of the Health and Welfare Plan, to include Indemnity Medical, Prescription Drug, Orthodontia, Life Insurance, Dental, Vision Coverage, Accident & Sick Coverage and Kaiser Option. Full maintenance of benefits on major Medical, Dental, Orthodontia, Prescription Drug, Vision Coverage, Accident and Sick Coverage, and Life Insurance, shall be maintained. The premium cost of the Kaiser option may not increase over the Indemnity Medical rate.

It is understood that the Employer contributions referenced above may be increased as determined by the Trust Fund Agreement in order to maintain such benefits at the same level as presently in effect. The level of Health and Welfare benefits will be maintained.

The Employer agrees to abide by all terms and conditions of the Trust Fund Agreement creating such Health and Welfare Funds as they have been or may be modified, altered or amended, and all regulations and rules of the Board of Trustees of such Trust.

Kaiser Option: There shall be a Kaiser option effective in each year of the contract. Each employee shall have the option of coverage under the Indemnity Medical Plan of the Bay Area Automotive Group Welfare Fund or the HMO Medical Plan offered by Kaiser Foundation Health Plan.

Each new employee shall make such selection at the time active employment starts. The Employer shall pay the Kaiser coverage in full and maintain benefits on future increases.

Contractual vacations and holidays shall be counted as time worked for the purposes of this Section. New employees shall be eligible for medical benefits subject to the following schedule:

First (1st) 6 months: No medical benefits
Next 6 months: Basic Major Medical or Kaiser; Prescription Drug; Life Insurance; Vision; Dental; Orthodontia; Accident and Sick.

Employers shall pay required contribution regardless of the Benefits above.

All employees who work more than ninety-six (96) hours in a month under B.A.A.G Policy No. 4026, or equivalent benefits under a different carrier, with maintenance of benefits, parties agree to seek change in carriers if identical benefits can be obtained by the Board of Trustees. The Trust may increase or decrease and modify benefits. Irrespective of the benefit entitlement set forth above, if an employee, prior to hiring by the Employer, has been covered under the Bay Area Automotive Group Welfare Fund within the last twelve (12) months prior to hiring, the employee shall be entitled to full benefits starting with the first month following the completion of more than ninety-six (96) hours of work with this Employer.

The Monthly Premium for the Plan shall not increase above $990 until coverage for January 2015.

The Trust shall retain the ability to adjust the Schedule of Benefits for the Plan at any time in order to maintain a premium cost at or below $990 a month, through January 2015. The Union will make a "best effort" to maintain the premium of $990 through the life of this Agreement.

## SECTION 7: PENSION PLAN

The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee performing bargaining unit work, the sums as specified below, per hour, for each straight-time hour worked for such Employer, with a maximum of 2080 hours per calendar year. Such contributions must be made by the tenth (10th) day of each month. Vacations and paid holidays and all other days where time off is compensated under the Contract shall be counted as time worked for the purpose of this Section.

The Employer will contribute an additional 16.5% to the Western Conference of Teamsters Program for Enhanced Early Retirement (PEER) 80. The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

A. Probationary Employees: For probationary employees hired on or after December 1, 2008, the Employer shall pay an hourly contribution rate of $0.30 (including PEER/80) during the

probationary period as defined in Section 2, but in no case for a period longer the ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Section 7 of the Agreement.

After the expiration of the probationary period as defined in Section 2, but in no event longer than ninety (90) calendar days from the employee's first date of hire, the contribution shall be increased to the full contractual rate. This provision is only applicable for regular full-time and regular part-time employees serving a probationary period.

12/1/2010, and thereafter:
The total contributions including PEER 80 to the Western Conference of Teamsters Pension Trust shall be $2.19 per hour.($1.88 Basic Contribution Rate plus $0.31 PEER rate.)

The Employer agrees to abide by all terms and conditions of the Trust Agreement creating such pension funds as they have been or may be modified, altered or amended, and all regulations and rules of the Board of Trustees of such Trust.

The Employer further agrees to abide by and be bound by, the method of selection of the Trustees of such Trust as specified in such Trust.

Any firm which fails to pay into such Trust Fund the monthly sums above provided shall be held responsible to the employees herein covered for the benefits which would have been provided by such pension coverage, and such firm shall pay all cost of collecting delinquencies, including attorney fees.

If the Trustees of the above Pension Trust fund find that an Employer has failed to make the monthly payments as above provided, it shall not be a violation of this Agreement for the Union to take necessary economic action.

## SECTION 8: SUPPLEMENTAL INCOME 401 (k) PLAN

The Employer shall contribute to the Supplemental Income 401 (k) Plan Trust Fund, on account of each employee of the bargaining unit coming under the jurisdiction of the Union, for each straight-time hour worked, the sums to be effective and computed as follows.

Employees working under this Agreement shall have Supplemental Income 401 (k) Plan Trust Fund contributions, as outlined below:

Effective 12/1/09, and thereafter;
1st 3 months of employment -No contribution.
4th month of employment & thereafter - $0.25 (twenty-five cents) per hour

Contractual vacation and holidays paid for but not worked shall be considered as time worked for the purposes of this Section.

The Employer agrees to abide by all terms and conditions of the Trust Agreement creating such Trust Fund as it has been or may be modified, altered or amended, and to abide by all regulations and rules of the Board of Trustees of such Trust. The Employer further agrees to abide by, and be bound by the method of selection of the Trustees of such Trust as specified in said Trust Fund.

If the Employer fails to pay the Trust Fund the monthly sums above provided, the Employer shall be responsible to the employees herein covered for the benefits, which would have been provided by such Supplemental Income 401 (k) Plan coverage. The Employer shall pay all costs of collecting delinquencies, including attorney fees. All required contributions under this Section must be made by the tenth (10th) day of each month.

Employees may participate, and the Employer shall facilitate, the Supplemental Income 401 (k) Plan, through the Union's administrator, on behalf of all members working under this Agreement.

The Employer will make or cause to be made payroll deductions from participating employee's wages in accordance with each employee's salary deferral election subject to compliance with ERISA and Tax Code Provisions. The Employer will forward the withheld sum to the Supplemental Income 401 (k) Plan, or its successor, at such time as such form and manner as required pursuant to the plan trust and the paycheck deductions shall be before-tax contributions.

## SECTION 9: HOLIDAYS

A. Holiday Schedule

| | |
|---|---|
| New Year's Day | Thanksgiving Day |
| M.L. King, Jr. Birthday | Christmas Day |
| President's Day | Employee Birthday |
| Independence Day | Employee's Date of Hire |
| Memorial Day | |
| Labor Day | Two (2) Floating Holidays |

B. The following holidays when worked, shall be paid for at double the straight-time rate of pay: Rev. Martin Luther King, Jr. Birthday; President's Day; Memorial Day; Independence Day; Employee's Birthday; Employee's Anniversary Date of Hire.

C. The following holidays when worked, shall be paid for at two and one-half (2-1/2) times the straight-time rate of pay: Labor Day; Thanksgiving Day; Christmas Day; and New Year's Day.

D. Employee's Birthday and Date of Hire: All employees will be allowed to be off on those days or alternatively any day may be taken during the week in which the affected holiday falls by mutual agreement between the employee and the Employer.

E. Floating Holidays: Floating Holidays to be mutually agreed upon by the Employer and each employee. At least two (2) weeks' advance notice of floating holiday to be given by employees.

F. When not worked, the above listed holidays shall be paid for at the rate of straight-time pay on the basis of hours normally worked, whether such day occurs within or outside an employee's workweek.

G. In order to be eligible for holiday pay when no work is performed, an employee must work or be available for work on the last regular work day immediately prior to a holiday and on the first regular work day immediately following that holiday unless that employee can show a justifiable excuse to his or her Employer and the Union. An employee who fails to report as scheduled for work on a holiday shall forfeit his holiday pay unless that employee can show a justifiable excuse to his or her Employer and the Union. The Employer shall give at least a one (1) week notice to the employee of a contemplated shift change.

H. A paid holiday shall be considered a day worked, except that if a paid holiday falls on an employee's day off the regular contractual workweek shall prevail for the purposes of computing overtime in that week.

I. Employees required to work on the sixth (6th) consecutive day and when that sixth (6th) day falls on a negotiated holiday the employee will be paid two and one-half (2-1/2) times his or her regular salary.

J. When any of the above holidays fall on Sunday, the day observed by the State or the Nation shall be considered as the holiday.

K. Holidays during the first year of employment: New Year's Day; Rev. Martin Luther King, Jr. Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day. During the second year of employment, add: Employee's Birthday; two (2) floating holidays; and Employee's Date of Hire.

L. Whenever an employee is off the job for reasons of bona fide illness or injury for a period of up to thirty (30) days, the employee shall receive pay for any holiday falling within that time period. Employees must be on State Disability or Workers Compensation to be eligible.

M. When any of the holidays are observed by the State or Federal Government on a different day, the Federal declaration shall take precedence and such day shall be observed as the holiday under the terms of this Agreement except Christmas Day, December 25, which will always be observed on the day it occurs.

N. The Employer shall post a Holiday schedule for each garage or lot with 2 weeks advance notice.

When two or more paid holidays fall within one day, the employee shall receive an extra day off with pay.

## SECTION 10: SICK LEAVE

A. Employees shall be credited with the full complement of nine (9) sick days as of January 1st of each year. An employee's final paycheck may be reduced (garnished) based the number of days taken but not earned, in the event of resignation or termination. This garnishment of sick days shall be calculated based on 9/12 day earned for each calendar month in which the employee worked at least 20 hours. It is the intent of the collective bargaining parties to comply with the provisions of San Francisco's Paid Sick Leave Ordinance.

B. Sick leave will be payable on the second day if the employee is not hospitalized due to an accident or illness. If an employee has used all of his or her Hospital Pay, he or she will be eligible to use available sick pay on the first day if he or she is readmitted to the hospital and Hospital Pay is exhausted.

C. Sick leave is specifically payable for regularly scheduled workdays only at the employee's straight-time rate of pay.

D. For the initial period of service, prior to January 1st, an employee shall receive a pro-rata of his or her accumulated sick pay compensation, payable during the first payroll period in December.

E. Accumulation: During the life of this Agreement an employee upon termination for any reason, except proven theft, shall receive a pro-rata of accumulated sick pay compensation within seventy-two (72) hours.

F. Regular part-time employees who work less than twenty (20) hours a week shall not be eligible for sick pay compensation.

G. Regular part-time employees who work twenty (20) hours a week shall be eligible for pro-rata sick pay.

H. All employees presently employed for one year or more, by the same Employer, shall receive all unused sick leave, payable in cash at the accrued rate of pay during the first payroll period in December.

I. Employees also have two (2) options: Electing, in writing to the Employer by December 1st of each year, an additional vacation week with the employee paid the full complement for five (5)

days off, or; Electing to accumulate up to a maximum of fifteen (15) days carried forward year to year at the accumulated rate of pay. Upon resignation or death, etc., an employee or his or her estate shall collect all unused sick pay. Any employee found accepting or claiming benefits under this Section by reason of false statements or documents shall be subject to disciplinary action.

## SECTION 11: HOSPITAL LEAVE PAY

Each full-time employee with one or more years of seniority shall receive three (3) days of Hospital Leave Pay each year. Such Hospital Leave Pay is to be used prior to the sick pay as described above. Such Hospital Leave Pay is to be used only when the employee is admitted overnight as a patient in a regularly constituted, fully equipped licensed hospital. The employee must be hospitalized overnight. The employee must provide sufficient proof.

The employee will be paid his or her regular straight-time hourly rate of pay for eight (8) hours each day while confined in said hospital until he or she reaches the limits herein contained. The employee may accumulate unused Hospital Leave Pay for a maximum of nine (9) days, and there shall be no cash out of Hospital Leave Pay.

## SECTION 12: PART-TIME SCHEDULES

A) Regular part-time employees: Regular part-time employees are defined as those ordered to report to work at regularly specified intervals. Regular part-time employees shall be subject to the following:

1. Regular part-time employees shall be paid according to the time employed but must be guaranteed at least four (4) hours pay per shift, and overtime provisions, as contained in Section 14 of this Agreement.

2. Regular part-time employees who work less than twenty (20) hours per week shall not be eligible for vacation pay or for paid holidays when not worked. Benefits under the Health and Welfare, Major Medical, Orthodontia, Accident and Sick, Dental, Drug and Vision Coverage (Section 6) apply only after they have completed more than ninety-six (96) hours of work in the preceding month of their employment.

3. Regular part-time employees are eligible for holiday pay and shall be paid on the basis of hours normally worked.

4. Regular part-time employees shall receive the applicable premium rate of pay for hours worked on any holiday named in this Agreement.

5. Regular part-time employees who normally work twenty (20) hours a week or less shall receive three hours pay for each holiday named in this Agreement for which he or she is scheduled to work but which is not worked because the Employer is closed for the holiday.

6. Regular part-time employees shall be given first consideration for full-time positions; the final selection to be based upon the employee's competency and qualifications to perform the work.

7. Regular part-time employees shall be guaranteed four and eight-hour shifts. All employees ordered to report or working four hours or less shall receive four hour's pay; all employees ordered to report or working more than four hours shall be limited to the straight-time working hours specified in this section.

8. Regular part-time employees who work twenty (20) hours a week or less shall receive the following vacations and pay therefore: Employees who have served one year of continuous service shall receive one week with pay at 1% of his or her annual earnings.

| | | |
|---|---|---|
| 2 years | 2 weeks with pay | 1.5% |
| 5 years | 3 weeks with pay | 2% |
| 12 years | 4 weeks with pay | 3% |
| 20 years | 5 weeks with pay | 4% |
| 25 ears | 6 weeks with pay | 5% |

9. Separate seniority lists shall be maintained for all regular part-time employees. A part-time employee shall have seniority on a part-time list, but if a part-time employee becomes a full-time employee, he or she shall be credited with seniority for one-half the time worked as a part-time employee.

The ratio of full-time to part-time in this bargaining unit shall be 80%. All bargaining unit employees shall be offered an opportunity, in writing, to a 40 hour-a-week shift, in seniority order. Declining an offer of a forty (40) hour-a-week shift shall cause the employee to be designated part-time. The part-time ratio may be adjusted to include written requests for part-time work.

## SECTION 13: RATES OF PAY

A. Journeymen shall receive hourly wage rates in accordance with the following schedule:

| | 12/1/12 | 12/1/13 | 12/1/14 |
|---|---|---|---|
| Journeyman | $21.46 | $21.80 | $21.80 |
| Months of Employment | | | |
| 1-6 mos. | $14.50 | $14.50 | $14.50 |
| 7-12 mos. | $15.00 | $15.00 | $15.00 |
| 13-18 mos. | $16.50 | $16.50 | $16.50 |
| Thereafter | Journey Rate | Journey Rate | Journey Rate |

B. Class "B" Progression Rates and Scale:

| | 12/1/12 | 12/1/13 | 12/1/14 |
|---|---|---|---|
| Class "B" Rate | $16.00 | $16.50 | $16.50 |
| | | | |
| Months of Employment | | | |
| 1-6 mos. | $14.00 | $14.00 | $14.00 |
| 7-12 mos. | $14.75 | $14.75 | $14.75 |
| 13-18 mos. | $16.00 | $16.00 | $16.00 |
| Thereafter | Class "B" Rate | Class "B" Rate | Class "B" Rate |

Class "B": All lots designated and agreed to by the Employer and the Union as Class "B" lots shall be subject to the progression rate specified above, with the 13-18 rate covering the "Thereafter" rate for all Class "B:" wages.

C. Progression rate employees shall not exceed twenty-five percent (25%) of the Journey man workforce, and in each location, provided that if the Employer can establish by objective financial evidence that it may lose an account because its costs are substantially higher than other operators who are prospective bidders, this limitation may be suspended by the Union for a particular facility pursuant to a Letter of Understanding. When the 25% cap is exceeded the most senior non-journeyman shall be promoted to the Journeyman rate.

D. Supplemental Dues: Effective on December 1, 2010, $0.20 (twenty cents) shall be paid to Supplemental Dues on account of each employee performing bargaining unit work. These sums are to be paid on each straight- time hour worked and have been adjusted out of Section 13 of this Agreement.

E. "Graveyard" Shift Premium: Employees scheduled to work and/or reporting for work, with a starting time between 10:00 PM to 2:00 AM, shall receive a 10% premium in addition to their regular rate of pay, for the entire shift worked.

| | 12/1/12 | 12/1/13 | 12/1/14 |
|---|---|---|---|
| Residential Rate | $16.00 | $16.50 | $16.50 |
| | | | |
| 1-6 months | $14.00 | $14.00 | $14.00 |
| 7-12 months | $14.75 | $14.75 | $14.75 |
| 13-18 months | $16.00 | $16.00 | $16.00 |

Residential Rate applies only to locations which are solely home-owner-association properties, without transient or public parking, and where the building is not commercial mixed-use. The Residential scale does not progress to Journeyman scale over the term of the Agreement.

All employees scheduled for work at any one location must be a member of the Union, unless that employee specifically, and in writing, is designated as a "Supervisor" of two locations or more by the Employer.

## SECTION 14: WORK WEEK, HOURS AND OVERTIME

A. Regular Workweek: The workweek shall consist of forty (40) hours, five (5) consecutive workdays of eight (8) hours each to be worked within nine (9) hours.

B. Split workweek: No split work week unless approved by the Union in any one instance, by a Letter of Understanding.

C. Meal Period and Rest Periods: All employees who work a shift of more than five (5) hours shall be entitled to an unpaid minimum of 30 minutes meal period or a maximum of a one - hour meal period. When a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the Employer and the employee. The meal period shall commence not less than three and one-half (3 1/2) or more than five and one half (5 1/2) hours after the employee's starting time, except where otherwise agreed by the Employer and the employee. Employees are to take rest periods, which insofar as practicable shall be in the middle of each four (4) hours work period. The rest period time shall be ten (10) minutes over (4) hours and shall be counted as hours worked which there shall be no deductions from wages. Employees are required to remain on the premises unless authorized by the manager to leave the property during their rest breaks.

D. The Employer shall give at least a one (1) week notice to the employee of any contemplated shift change. This provision can be waived by mutual consent of the Employer and employee.

E. All work performed in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid for at the rate of time and one-half (1 1/2) of the prescribed rate. Time worked on the sixth (6th) consecutive day of any one workweek shall be paid at the rate of one and one-half (1 1/2) of the prescribed rate. Time worked on the seventh (7th) consecutive day of any one workweek shall be paid at the rate of double (2 times) the prescribed rate. Overtime must be paid and shall not be traded for time off.

F. All time worked in excess than twelve (12) hours in any one work day shall be paid for at double (2 times) the employee's rate of pay.

G. Maximum Rate: Maximum rate payable under this Agreement is triple (3 times) the straight-time rates based on the rate applicable.

H. Forepersons: Fifteen percent (15%) above the Journeyman rates specified in Rates of Pay. A Foreperson is defined as one who has been designated as such by the manager or owner of the business, and is entitled to all provisions of this Agreement.

I. No reduction: No full-time employee working less than the maximum hours or receiving more than the minimum wage set forth herein shall suffer an increase in hours or a reduction in wages by reason of the signing of this Agreement, and conditions of employment now existing in any place of business more favorable than specified in this contract shall be maintained. This section shall not apply to commissions, now or in the future, paid to employees for sales of tires or other commodities where special incentive allowances are made.

J. Hour Guarantees: Four (4) and eight (8) Hour guarantees: All employees ordered to report or working four (4) hours or less receive four (4) hours pay; all employees ordered to report or working more than four (4) hours shall receive not less than eight (8) hours pay. These guarantees shall be limited to the straight time working hours.

K. The Employer may establish a six (6) hour work day, said schedule will be posted for bid and will only be implemented if employees voluntarily bid for the shift. No full-time employees shall be scheduled for a six (6) hour workday if he or she does not volunteer.

L. The Employer may establish a four (4) day, ten (10) hour workweek. Said schedule will be posted for bid and will only be implemented if employees voluntarily bid the shift.

M. The employee shall be off Friday, Saturday, Sunday or Saturday, Sunday Monday, but no employee will be required to work a four (4) day, ten (10) hour workweek.

N. All time worked in excess of ten (10) hours per day and/or forty (40) hours per week shall be paid for at the rate of time and one-half (1 1/2). The sixth (6th) consecutive day worked will be paid at double (2 times) the regular straight-time pay and the seventh (7th) consecutive day worked shall be paid triple (3 times) the straight time rate of pay.

O. Employees on a four day week required to work on the fifth (5th) day when it falls on a negotiated Holiday, shall be paid two and one-half (2 1/2) times the regular straight time rate of pay. Employees on the four day week required to work on the sixth (6th) day when it falls on a Holiday shall be paid triple (3 times) the straight time rate of pay.

P. The Employer may establish a split shift. Said shift shall only be implemented if an employee volunteers. (A) Split shift shall be within twelve (12) consecutive hours. Four (4) hours on, four (4) hours off, four (4) hours on. (B) Split shift shall be within ten (10) consecutive hours. Three (3) hours on, four (4) hours off, three (3) hours on.

No employee shall be scheduled for a split shift if not voluntary. Volunteer employees shall be paid a premium of ten percent (10%) above employee's rate of pay.

Employer's Split Shift Ratio:

| Ratio of Employees | Equivalent |
|---|---|
| 50 | 1 |

| | |
|---|---|
| 50-100 | 3 |
| 100-150 | 4 |
| 150-200 | 5 |
| over 200 | 6 |

Q. The Employer shall be entitled to establish a five (5) hour shift, based on the ratio established below:

| Ratio of Employees | Equivalent |
|---|---|
| 50 | 2 |
| 100 | 4 |
| 150 | 6 |
| 200 | 8 |
| 300 | 12 |
| 350 | 14 |
| 400 | 16 |
| 450 | 18 |
| 500 | 20 |

The workforce scheduled under this provision shall be voluntary.

## SECTION 15: DUTIES

The duties of employees known as "Garage Employees" shall be described by the following classifications: Janitorial, Cleaning, Washing, Polishing, Parking Vehicles, Cashier, Valet Attendants, Checking Coin Boxes, Non-Attendant Parking Lot Checking, Traffic Director, Shuttle Driver and all other incidental duties necessary to the maintenance and operation of the business, as assigned and utilized through past practice by the Employer.

Cashiers make change for services enumerated and may perform a daily ticket audit.

## SECTION 16: ACCIDENT & SICKNESS DISABILITY PLAN

The Health and Welfare Plan provided for in Section 6 of this Agreement includes the following accident and sickness disability plan benefits:

A. First workday - when disabled because of accident or when hospital confined for either illness or accident.

B. 14th workday - when disabled because of an illness.

C. The maximum benefit payment is $200.00 per week payable for a maximum of twenty-six (26) weeks maximum for any disability.

D. Employees must be on State Disability or Workers' Compensation to be eligible.

E. Eligibility of employees: All employees who have performed more than ninety-six (96) hours

worked in the prior months except those disqualified by Section 6: Health and Welfare.

F. Contractual vacations and holidays paid for but not worked shall be considered as time worked for purposes of this Section.

G. The Employer agrees to increase its payments and to pay in full any additional sums necessary to maintain these benefits and administration costs.

## SECTION 17: LEAVE OF ABSENCE (PAID)

Jury Duty:

1. An employee with twelve (12) months or more seniority that is required to report for jury duty shall be reimbursed for losses in his or her regular wages up to a maximum of one hundred sixty (160) hours every two (2) years. An employee who does not qualify for paid jury duty leave shall be granted unpaid time off to serve jury duty in accordance with Section 18 Leave of Absence (Unpaid) of this Agreement.

2. Employees scheduled for Swing shifts and Graveyard shifts are not required to report for work on any day when retained for Jury Service over three (3) hours.

3. Day shift employees are required to report to work prior to reporting for Jury Service if there is sufficient time for a minimum of three (3) hours of work.

4. Jury duty pay shall be capped at one hundred sixty (160) hours every two (2) years.

5. The Employer will grant jury duty pay to eligible employees who serve jury duty, provided the employee must:

    a. Give notice of his or her summons to the Employer as soon as possible, and

    b. Provide adequate proof of dates and time served and compensation received.

6. Any employee who has one (1) or more years' seniority with his or her Employer and has qualified for his or her initial vacation with that Employer, if called and reporting for jury duty will be entitled to the difference between jury duty pay and his or her regular daily rate of pay for each day of jury service. Days of jury duty and all fees paid shall be verified by the court official. Service not paid for by the Court is not covered by this Section.

7. An employee dismissed from jury duty must immediately call his or her supervisor to determine when to return to work.

B. Subpoena: When an employee is requested or subpoenaed by the Employer to attend court or to be a witness for the Employer in any hearing, he or she shall be paid not less than a day's wages for each day at court.

C. Bereavement Leave: When a death occurs in the immediate family of an employee with one (1) year or more of employment, he or she shall be entitled to a leave of absence of three (3) days with pay. Immediate family is defined as employee's father, mother, children, spouse, brother, sister, grandparents, current step parents, current step grandparents, current in-laws, and step children living with the employee. The leave of absence shall be four (4) days with pay if the death is outside of California. The employee may be required to provide a death notice. Upon request of the employee, and if necessary, the employee may be granted an additional one (1) week unpaid leave of absence.

D. Time off for Voting: If an employee does not have sufficient time outside of working hours to vote in a statewide election, he or she may, without loss of pay, take off up to two (2) hours of working time to vote. Such time shall be at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed. The employee shall notify the Employer at least five (5) working days in advance to arrange voting time. In addition, employees may serve as election officials for Election Day without being disciplined, but the Employer is not required to pay them for such absences.

## SECTION 18: LEAVE OF ABSENCE (UNPAID)

A. Military Service: Employees in service of the uniformed services of the United States as defined by the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage as provided by USERRA, and pension contributions for all employees' period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for all employees to be covered by the statute.

B. Maternity Leave: Employee taking maternity/pregnancy disability leave shall be entitled to be reinstated to the same or similar job the employee held prior to the commencement of the leave. If employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take an unpaid pregnancy disability leave (PDL) of up to a maximum of four (4) months depending on medical certificate of the disability period. The PDL is for any period (s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full time employee) per pregnancy. Employee must provide at least 30 days advance notice for foreseeable events such as for the birth of the child or a

planned medical treatment. Employees will be required to provide the Employer a certification from their health care provider of their pregnancy disability. At the employee's option, any accrued vacation or other accrued time off can be used to offset any portion of the employee's unpaid leave. Employees may be eligible for disability insurance from their group benefit plan or from the state's disability insurance plan.

C. Alcohol/Drug Rehabilitation: Once during the term of this Agreement, an employee shall be permitted to take a leave of absence, up to a maximum of ninety (90) calendar days for the purpose of undergoing treatment pursuant to an approved program from alcoholism or drug use, consistent with the requirement of local, state and federal law. An employee on such leave of absence may not engage in any employment or services for any other competitive employer.

D. Personal Leave: An employee may be granted a personal leave without pay during the life of this Agreement for reasonable personal business, including paternity leave. An employee requesting such leave may do so in writing. An employee shall be entitled to a maximum of thirty (30) workdays for such leave. When operating conditions permit, the Employer may grant more, up to a maximum of six (6) months at the sole discretion of the Employer. An employee on leave as set forth above shall notify the Employer at least five (5) workdays before the beginning of the first shift to which the employee is scheduled to return. An employee requesting leave shall do so in writing to the personnel office, specifying the type of leave and dates desired. Requests shall be made as much in advance as possible, but at least thirty (30) days prior to the starting date if possible. Once during the term of this Agreement, all employees are entitled, upon written request to their Employer, an unpaid Leave of Absence without pay or benefits for up to sixty (60) days. The Employer shall retain the right to designate at what time and date the employee will be granted this Leave.

E. Paternal Leave: The Employer will provide up to four (4) months of unpaid leave to employees for the birth or adoption of a child or to care for a seriously ill child, parent or spouse. The Employer may reject an employee's request for leave if the employee's spouse is already on leave or if the spouse is unemployed. Seniority shall accumulate during leaves. Employees shall be entitled to take a total of twelve (12) weeks leave during any twelve (12) month period as set forth in the Family and Medical Leave Act and the Employer is required to maintain Health & Welfare coverage during the twelve (12) weeks of leave.

F. Medical Leave: Leaves of Absence may be granted by the Employer for illness or disability, with certification by a medical doctor, if requested by the Employer, equal to the employee's seniority with the Employer, but not to exceed three (3) years. Leaves of absence due to Workers' Compensation Disability or sickness will not be limited, provided employee furnishes the Employer with satisfactory medical doctor certification if requested by the Employer. At least every three (3) months such disability or sickness must be certified.

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

The employee must give reasonable notice for time off.

The employee provides proof that he or she visited the school if the Employer requests. Proof means whatever documentation the school deems reasonable.

The employee may take up to four hours in each school year, per child, to visit a child in school, especially if the school requests the attendance of a parent.

The employee may utilize vacation time, personal time.

The Employer is prohibited from discharging or discriminating in any way against an employee who is a parent or guardian contacted about the child's possible or actual suspension from school.

H. Family Medical Leave: Employees with 12-months of service with the Employer and have worked at least 1250 hours in the 12-month period prior to the commencement of the leave, he/she is eligible for Family Medical Leave (FMLA) and California Family Rights (CFRA) for up to 12 weeks of unpaid leave for the birth, adoption or foster care placement of your child or to care for his/her own serious health condition or that of child, parent or spouse. If the employee has company- paid health benefits prior to the commencement of FMLA/CFRA leave, employee will have continued health benefits during the FMLA/CFRA leave period. Employee must provide at least 30 days advance notice for foreseeable events. For events which are unforeseeable, immediate notification to the Employer is required as soon as employee learned of the need for the leave. Medical Certificate from the Healthcare Provider is required upon request for such leave. Upon return from approved leave, employee will be reinstated to the same or to a comparable position at the end of the leave.
At the employee's option, any accrued vacation or other accrued time off can be used to offset any portion of the employee's unpaid leave. Employees may be eligible for disability insurance from their group benefit plan or from the state's disability insurance plan. Leaves of Absence for the employee's own medical leave may be granted to the Employer, with certificate by a medical doctor, equal to the employee's seniority with the Employer, but not to exceed three (3) years.

## SECTION 19: NO STRIKES OR WORK STOPPAGES

No Strike: During the period of this Agreement, the Union agrees that its members will not engage in nor will the Union authorize or condone a strike or stoppage of work, except as provided herein, and the Employer agrees not to engage in any lockouts.

Right to Undertake Economic Action: Notwithstanding the above, the Union shall have the right to take any legal and/or economic action, including striking and picketing, against the Employer in the event of any of the following: (1) failure of the Employer to pay the required sums, including premiums and administration costs as provided for in this Agreement within thirty (30) days of the due date; or (2) failure of the Employer to meet the payroll of the employees

covered by this Agreement unless this failure is due to acts of God or other matters of catastrophic nature beyond the control of the Employer. Nothing herein shall be deemed to preclude the Union at its option from utilizing the grievance procedure for any of the above claims in lieu of taking legal and/or economic action.

Picket Line: It shall not be a violation of this Agreement, and it shall not be cause for discharge, for any disciplinary action or for permanent replacement in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line, including any lawful primary picket line established by the Union and including any lawful primary picket lines at the Employer's place of business. However, the lawful primary labor dispute or picket line must be sanctioned and must be approved by Local 665.

## SECTION 20: GENERAL PROVISIONS

A. Business Representation: The business representatives of the Union shall be permitted to visit the place of employment for the purpose of seeing that the Agreement is being observed and complied with, provided however, that such business representative shall not interfere with the performance of work. All employees performing bargaining unit work shall maintain Union membership and shall carry on their person the Union Identification Card issued by the Union. Without interfering with the performance of work, Business Representatives may ask for such I.D. at any time at the member's place of employment.

B. Teamster D.R.I.V.E.: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his or her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction.

C. Commuter Checks: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement pre-tax wages to be used solely for the purchase of Commuter Check Vouchers, under the guidelines of the Commuter Choice Tax Initiative of 1998.

D. Employee Parking: The Employer agrees to make every effort to allow employees to park for free at their work site. The parties agree that free parking and other parking privileges remain at the discretion of the clients of the Employer. Whenever parking privileges are disallowed for any one employee in the company, the Employer shall provide a monthly "Clipper Card" for public transit use in the monthly amount of $74.00. The employee may add more value to this

card voluntarily. Providing parking privileges to the employee anywhere in the City and County of San Francisco shall waive this requirement. This benefit may not be awarded to any employee who declines a privilege to park during working hours, regardless of the reason or circumstance.

E. Sales Meetings: An employee who is ordered to attend a sales or service meeting after he or she has completed eight (8) hours of work, or on his or her day off, shall receive time and one-half (1 1/2) for the time spent in such meeting. This only applies if attendance at the meeting is mandatory. Three days' notice of meeting must be given. There shall be no compulsory unpaid meetings on the employees' own time.

F. Uniforms and Laundry: The Employer shall furnish and maintain any specified type or color of uniforms, coats, smocks, or coveralls, where such articles are required. The Employer shall maintain these uniforms and articles through a bona fide uniform laundry service, acceptable to the Union, or provide weekly stipend of $3.00 to each member where uniform laundry service is not provided.

G. More Favorable Conditions: No employee working less than the maximum hours or receiving more than the minimum wage set forth herein shall suffer an increase in hours or a reduction in wages by reason of the signing of this Agreement, and wages and conditions of employment more favorable than specified in this Agreement shall be maintained.

H. Partnership: The Union recognizes the right of bona fide partners or executives of corporations to perform a reasonable amount of manual labor, and such work shall be exempted from the working conditions of this agreement. Any abuse of this privilege shall be handled in conformity with the Grievance Procedure in this Agreement. Only one partner shall be recognized as the Employer and excluded from the terms of this Contract.

I. Work Rules: Employer has the right to establish Work Rules which shall be conspicuously posted and which the employees shall observe. On the effective date of this Agreement, the attached Work Rules (Appendix A) shall be in effect, if the Employer so desires. Any charges to these Work Rules shall be negotiated and agreed to by the parties.

J. Lie Detector Test: No employee or applicant for employment shall be required to take a lie detector test as a condition of employment or continued employment. The use of lie detector tests shall be voluntary.

K. Pay Day Schedules: Pay days will be moved forward when banks are closed due to State or Federal Holidays and if a pay day falls on a Saturday or Sunday, the pay day will be rescheduled and moved to the previous Friday.

L. Responsibility: The Employer shall not make any deduction from the wage or require any

reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that the shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.

M. Working Managers/ Foremen and Assistants: Managers, Foremen and Assistants who do bargaining-unit-work shall have all the rights and privileges in the Collective Bargaining Agreement.

N. Pay Upgrade: An employee regularly employed in a lower pay classification who performs work in a higher pay classification shall be paid at the higher classification for the entire day.

O. Commissions and Over Scale: None of the following systems shall be employed to compute wages: Flat Rate, Piece Work, Task or Contract system. This Section shall not be construed so as to prevent the payment of commissions or bonuses over and above the minimum wage scale, nor shall the payment of bonuses or commissions be construed as payments for overtime work. There shall be no reduction in pay of employees being paid above contract scale. All such employees shall receive the increases as per the wage schedule contained in Section 13.

P. Subcontracting: The Employer and the Union agree that stabilized employment is an important objective to be attained. Therefore, the Employer agrees that during the life of this Agreement, no worker services presently performed or thereafter assigned to the collective bargaining unit shall be subcontracted, transferred, leased or assigned in whole or in part to any other plant, person or non-unit employees unless the express written permission of the Union is obtained.

Q. Acts of God: Guarantees shall not apply if the Employer is unable to operate due to an act of God, utility failure, government restriction, fire, flood, riot, civil commotion, terrorism, the failure or refusal of the group of employees to report for or perform their work, or any cause beyond the control of the Employer.

R. Probable Cause Testing: The Employer and the Union have agreed that drugs and alcohol have no place in the workplace. The Company has the right to implement a Drug and Alcohol Program, which includes a Drug and Alcohol Testing Program. If there is probable cause to believe that an employee has reported to work or is working under the influence of drugs or alcohol, he/she will be asked to submit to the testing procedures agreed to by the Employer and the Union.

Probable Cause will include witnessed evidence of impairment by two (2) supervisors.

Probable Cause is based on, but not limited to, direct observation of one or all of the following behaviors:

- Slurred speech
- Disorientation
- Odor or alcoholic beverage on breath

- Odor of marijuana
- Glassy or unusual appearing eyes
- Sharp mood swings
- Unsteadiness-unable to walk a straight line

The witnesses to "Probable Cause" will exercise his/her best efforts to follow the steps as outlined below:

1. The supervisor will meet with the employee in an appropriate area to assure confidentiality.

2. The supervisor will explain to the employee the behavior that has been observed and concern the company has for the employee and the safety of others.

3. The supervisor will explain to the employee the testing procedures that he/she will be asked to submit to and the consequences of refusing to submit to testing will result in the termination of employment.

4. The supervisor will ask the employee to submit to testing.

5. The supervisor will document the employee's behaviors and the employee meeting.

An employee from the Employer will drive the employee to the designated testing facility and remain at the facility until the testing procedures have been completed. Arrangements must be made to take the tested employee home. Failure to cooperate with this testing procedure shall be grounds for immediate termination.

The designated testing facility will advise the Employer of the results of the standard drug and alcohol test as soon as possible. The employee will remain on suspension until the results are received.

*If the results are negative*: The employee will be immediately reinstated with back pay.

*If the results are positive*: The employee will be immediately discharged from his/her employment, unless the employee, within 24 hours of notification of the positive results, requests to enroll in a rehabilitation program. If the employee so requests, he/she will be required to complete the treatment program that the medical care provider recommends. Failure to complete the program within the terms specified by the medical care provider will result in discharge.

Any action taken will be immediately communicated to the Union Agent. To release specific information pertaining to the results of the test to any Union Representative will require written authorization from the employee.

Local 665 retains the right to grieve and arbitrate any complaints, which may arise as a result of the testing program.

S. Applicant Certification: The Employer and the Union are committed to improving the quality of service and professionalism in the parking industry. In order to further this goal, the parties have agreed to establish a basic certification process for applicants. Applicants will be referred to the Local 665 office where they will be introduced to the industry, Union membership and offered a voluntary certification exam (exam). The exam, covering integrity, honesty and basic job skills, will be offered to the applicant by the Union. The exam will be drafted and scored by a third party testing firm on a pass/no pass basis. If the applicant passes the exam, he/she will be considered certified" and awarded a certificate. Employers seeking new hires will view "certified" applicants positively.

T. Credit Protection: In the inspection of driving records, the Employer will be limited to use of either the DMV pull notices or Motor Vehicle Record checks, and the Employer is further limited in the scope of this search to inspecting only current, valid driving records. The Employer agrees that use of DMV pull notices and MVR checks will not include personal records other than current driving records, and violation of this provision will be subject to the grievance procedure.

U. Municipal Parking Code-Article 22: Where facilities/worksites are found in compliance with Article 22 of the Municipal Parking Code, employees are prohibited from mixing parking revenue and personal funds. Violation of this provision shall be cause for termination, subject to the grievance procedure.

## SECTION 21: TECHNOLOGICAL CHANGE

In the event of any technological change that affects any work, which has traditionally been performed within the bargaining unit, either party may propose a written re-opener for negotiations to accommodate in a reasonable fashion such technological change. During such negotiations, the parties will consider the possible establishment of one or more new classifications with job description and wage rates in relation to skills required and duties performed. If the parties are unable to agree during such negotiations, then the matter shall be referred for final resolution to interest arbitration. If other unions adopt a similar provision, then any interest arbitration may be consolidated.

## SECTION 22: SAFETY

The Employer and the Union recognize a mutual obligation to encourage and promote safety in the workplace. The Employer may require employees to take certain reasonable precautions and to use certain equipment and protective devices in order to promote safety. The Employer agrees to abide by state and federal laws regarding safety.

## SECTION 23: MANAGEMENT RIGHTS

Except as provided in this Agreement the management of the Employer's operation and the direction of the employees, including all of the rights, powers, authority and prerogatives', which the Employer has traditionally exercised, are expressly reserved to the Employer. The choice, control and direction of supervisory and management staff shall be vested solely and exclusively in the Employer.

## SECTION 24: COMPENSATORY INJURIES

Health and Welfare premiums are to be paid while employees are off on Workers' Compensation up to six (6) months with a maximum of one (1) time in the life of this contract.

1st three (3) months will be paid by the Bay Area Automotive Group Welfare Fund for the negotiated Plan only.

2nd three (3) months will be paid by Employers.

Employer will not prorate vacations based on Workers' Compensation time off up to 6 months. Absence due to Workers' Compensation injury shall not break the continuity of continuous service for the purpose of vacation eligibility and pay only up to 6 months.

## SECTION 25: CHANGE OF OWNERSHIP

In the event the Employer changes hands, the seller shall, at or prior to the date of change of ownership, pay off all obligations to employees, including unpaid wages, pro-rata of earned vacation, unpaid premiums or contributions on health and welfare, medical hospital and insurance plan, dental, orthodontia, vision, prescription drugs, life insurance, accident and sickness disability, pension and supplemental income. The payment of pro-rata vacations shall include all employees, whether or not they have been on the payroll for more/less than one year.

The parties agree that this Agreement shall be binding upon the Employer and the Union and any and all of their respective successors, transferees and assigns, whether by sale, transfer, merger, lease, acquisition, consolidation or otherwise and that they will faithfully comply with its provisions.

Before any sale, transfer, assignment, merger, lease or other legal change in the name or ownership, the Employer shall advise the Union in writing one (1) month in advance of such contemplated sale, transfer, assignment, merger, lease or other legal change in name or ownership. The Employer shall notify the Union in writing at least fourteen (14) calendar days prior to the actual effective date of any sale, transfer, assignment, merger, lease or other legal change in name or ownership. The date designated shall presumptively be the date of change

of legal change in name or ownership.

The Employer shall make it a condition of sale, transfer assignment, merger, lease or other legal change in name or ownership that the successor shall be fully bound by the terms of this Agreement. In the event the Employer fails to require the successor to assume the obligations of this Agreement, the Employer shall nevertheless continue to be liable for the complete performance of this Agreement until the successor expressly agrees in writing with the Union that it is fully bound by the terms of this Agreement.

All the employees shall carry with them to the successor all seniority, vacation and pension rights accumulated during their employment by the seller. In the event the Employer is a party to a merger, seniority of the employees who are affected thereby shall be determined by mutual agreement between the Employer and the local union.

## SECTION 26: CHANGE OF MANAGEMENT, LOCATION

In the event of a parking location changing from one firm to another, the former owner/firm shall, at or prior to the date of change, pay off all obligations to employees, including unpaid wages, pro-rata vacations, unpaid premiums, or contributions to the medical, dental, hospital, prescription drug, vision care and insurance plan and pension plan. The payment of pro-rata vacation shall include all employees, whether or not they have been on the payroll for more/less than one year.

The new owner/firm shall have sixty (60) days from the date of taking possession in which to decide whether to keep or terminate any employee and may terminate any such employee. During such sixty (60) day period, the new owner/firm shall be obligated to pay the wages, vacation, contributions toward hospital, medical and insurance plan, dental plan and pension plan, and comply with all other conditions of this Agreement in effect at the time of the sale and transfer.

In the event that the new owner/firm continues to employ such employees for more than sixty (60) days after date of sale or transfer, such employees shall carry with them all seniority, vacations and pension rights accumulated during their employment by the former owner/firm and be carried on the books of the new employer as of the service starting date of the former Employer.

## SECTION 27: DRIVER'S LICENSE

To be eligible for employment or continued employment, an applicant or employee must possess a valid California driver's license and must provide the Employer with a photocopy of his or her driver's license. In addition, every applicant for employment must obtain from the California Department of Motor Vehicles ("DMV printout") detailing his or her driving record and driver's license information.

Failure of an employee who parks motor vehicles to inform the Employer that his or her driver's license has been suspended or revoked may result in immediate termination. Failure of an

employee to maintain or renew a current California driver's license may result in immediate suspension without pay until the employee obtains a valid California driver's license but not to exceed ninety (90) days. Provided that any current employee who has been allowed to work without license shall continue to be allowed to work so long as the employee's work assignment does not require driving a motor vehicle.

## SECTION 28: EMPLOYEE WARNING NOTICE & CONDUCT OF EMPLOYEES

A. Just Cause Discipline and Warnings: The Employer shall not discharge or suspend any employee without just cause. Except as specified in subsection C below, the Employer shall give an employee at least two (2) written warnings of any complaint against such employee before he or she is discharged or suspended. Discharge or suspension must be by proper written notice to the employee.

B. Work Rules: The following work rules shall be followed by all employees;

The Employer shall have the right to request that an employee produce verification of illness or injury in cases where the employee is absent in excess of three (3) workdays.

Excessive absenteeism shall be cause for discipline and continued excessive absenteeism after warning shall be cause for discharge.

Employees shall not be under the influence of and/or possession of illegal intoxicants-alcohol or narcotics- at the Employer's premises during working time. Drugs shall not be used at work without permission from a physician. This provision shall be subject to Section 20 (R-Probable Cause Testing) herein.

Unauthorized use of the Employer's property or vehicles.

Failure of the employees to obtain or maintain a current, valid driver's license; provided that any current employee who has been allowed to work without a license shall continue to be allowed to work.

Refusal to comply with reasonable safety precautions required by the Employer.

C. Immediate Termination: The Employer is not required to provide a written warning for serious infractions, such as, but not limited to:

1. Proven dishonesty.

2. Theft or embezzlement.

3. Being under the influence or possession of narcotics or intoxicating beverages or possession of or drinking of the latter while on duty.

4. Failure to report any accident which has resulted in personal injury or property damage

to the Employer.

5. Willful/deliberate destruction of property of the Employer, customers or other employees.

6. Proven gross negligence when a vehicle is damaged. The Union and the Employer agree that the speed limit is 5 MPH in all parking facilities.

7. Proven sexual harassment.

8. Using a customer's vehicle for personal use without permission.

9. Loss of driver's license- note: the only exception will be that in the event an employee notifies to the Employer immediately after an incident (before punching in); and the drivers license can be reinstated within 30 days, then the employee is eligible for an unpaid leave, provided his/her license is reinstated within 30 days, otherwise, the employee is terminated. The Employer, at its discretion, may offer such employee a non-driving position, if one is available.

10. Failure to return from a leave of absence.

11. Leaving a place of employment before the completion of a designated shift unless permitted to do so by the Employer.

12. Bringing weapons on the premises.

13. Three (3) consecutive days without report.

14. Deliberate alteration or falsification of Employer records including altering own timecard or another employee's timecard unless permitted to do so by Employer.

15. Gross insubordination.

16. Breach of confidence: no employee shall disclose any confidential information pertaining to the Employer's business.

17. Sleeping on the job.

18. Threatening behavior to a customer or client, when the client or customer provides a written complaint naming an employee who engages in threatening behavior.

19. Fighting on Employer's time or premises.

D. Investigation: An employee may request an investigation of his/her discharge or suspension or any warning notice and the Union shall have the right to protest any such discharge,

suspension or warning notice. Any such protest shall be presented to the Employer in writing within ten (10) days for discharge and thirty (30) days for suspension and warning, exclusive of Saturdays, Sundays and holidays after the discharge, suspension or warning notice, and if not presented within such period, the right of protest shall be waived.

E. Notice of Disciplinary Action: The Employer shall give to a discharged employee a written notice of termination. All notices of discharge, suspension or warning notices shall be issued within (10) days from when the occurrence involved took place, or within ten (10) days from when the Employer knew or should have shown of the occurrence, excluding Saturdays, Sundays and contract holidays. If not presented within such period, the right to discipline shall be waived. There shall be no time limits in cases where the offense is proven theft.

F. Disciplinary Records: Such warning shall expire after twelve (12) months unless there is a 2nd warning issued within twelve (12) months. When two (2) or more correction notices have been issued in a twelve (12) month period, for the same type of infraction, the first notice will stand as issued for an additional period of twelve (12) months from the date of the first warning before being stricken from the records.

## SECTION 29: TIME LIMIT FOR FILING A GRIEVANCE

A. Discharge: An employee may request an investigation of his or her discharge; any such protest shall be presented to the Employer within ten (10) days excluding Saturdays, Sundays and Holidays, after the employee becomes aware of the discharge. If not presented within such time period: the right of protest shall be waived.

B. Non-Discharge Dispute: All other complaints or disputes (excluding discharge) shall be presented to the Employer within thirty (30) days after the employee or the Union becomes aware of the complaints or disputes.

C. Claims: All money claims against the Employer must be made within thirty (30) calendar days of alleged violation and settlements made shall not exceed the last ninety (90) days of employment.

## SECTION 30: GRIEVANCE PROCEDURE - ADJUSTMENT BOARD OR MEDIATION; ARBITRATION

A. Any grievance which cannot be settled directly by the Local Union Business Representative with the location manager of the Employer shall be reduced to writing and referred by the Union Business Representative to the local Employer representative or the designated representative of the Employer within seven (7) working days.

B. All complaints concerning a violation of this Agreement, all questions or disputes concerning the meaning, interpretation, application or enforcement of this Agreement which are not

settled in the manner above provided within five (5) business days, unless mutually extended, shall be referred to a Board of Adjustments upon written requests of either party, who shall specify the nature of the complaint in such requests. If mutually agreed between the parties, the grievance shall proceed to an impartial mediator selected from the Federal Mediation and Conciliation Service instead of the matter proceeding to a Board of Adjustment. The mediator will issue a non-binding recommendation to the parties. Either party to the mediation may reject the non-binding recommendation by demanding Arbitration in accordance with Section 30 (D) below within ten (10) business days of receiving the non-binding recommendations, otherwise it shall become final and binding.

C. The Board of Adjustment shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. No member of the Union or any representative of the Union directly involved in, or a party to the dispute, and no Employer or Representative or Attorney of any Employer directly involved in, or a party to the dispute, shall be eligible to serve as a member of the Board of Adjustment. A decision by a majority of the members of such Board shall be final and binding on all parties. The Employer and the Union agree to establish a Parking Industry Panel (Panel). The Panel shall be composed of regular panel members on each side so that a body of shared knowledge and consistency in interpretation of the Agreement can be established. The Panel shall elect a chair annually. The chair shall be elected first from the Union side then shall alternate each year. The chair shall convene meetings quarterly and shall set the docket. If a case is time sensitive or has the potential of significant back pay, either party may request an expedited hearing. In such cases the Panel shall endeavor to meet immediately or a special panel may be convened. The intent of the parties is to provide consistency and professionalism to the Adjustment Board Process.

D. In the event that the Adjustment Board is unable to reach a decision by majority or unanimous vote on any such matter, or a party is dissatisfied with the non-binding recommendation of the mediator, the party may bring the matter to an impartial arbitrator by demanding arbitration in writing to the Federal Mediation and Conciliation Service within ten (10) business days of receiving notification from the Board of Adjustment or the mediator. The decision of the impartial arbitrator shall be final and binding. Each side shall pay one-half of the charges of such Arbitrator. Selection of the impartial Arbitrator shall be from a list of five (5) names furnished by the Federal Mediation and Conciliation Service, with each side striking one (1) name in order to reduce the list to one (1) person. If the Arbitrator so selected cannot hear the matter within forty-five (45) days, a second Arbitrator selected by lot shall be the Arbitrator, and so on.

There shall be no transcripts of any arbitration unless the parties mutually agree to do so. No briefs shall be submitted and the arbitrator shall render a bench decision upon conclusion of the case, unless the time is extended by mutual agreement of the parties, but in no case shall the extension be in excess of five (5) working days.

Neither the Board of Adjustment nor the Arbitrator will have the authority in any manner to amend, alter or change any provision in the Agreement.

Time limits projected herein may be extended or waived by mutual agreement between the parties.

The Employer will not discharge or suspend any employee without just cause.

If an Employer discharges an employee the wages and unpaid vacation at the time of discharge are due and payable immediately.

## SECTION 31: MARKETING CONDITIONS

The parties to this Agreement recognize the necessity of monitoring economic standards within the industry and the competitive pressures existing. Consistent with that recognition, the Union agrees to meet with the Employer on request to review the continuing effectiveness of this Agreement in maintaining the Employer's competitive position. In the event that the Employer determines during the term of this Agreement that it is at a substantial competitive disadvantage relative to other parking companies which may be bidding on a particular facility it shall have the right to request a meeting with the Union to discuss the situation. The parties shall use their best efforts to reach agreement on measures designed to reduce the competitive disadvantage; including if necessary, modifications to the Agreement provided that any agreed upon modifications shall be subject to the ratification and approval of the affected membership. In the event any such proposed modifications are not ratified by the membership they shall not become effective. It is further agreed that the Employer shall not unilaterally implement any modifications to the Agreement and that neither party may resort to economic action during the term of the Agreement except as may be otherwise expressly provided. The Employer shall provide the Union all financial and other information reasonably necessary to assist the Union in assessing the competitive problems and to determine what relief, if any, maybe appropriate.

## SECTION 32: SAVINGS

If any provision of this Agreement is declared illegal or invalid by final decree of any lawful authority, such provision shall be modified to comply with the requirements of the law or shall be renegotiated for the purpose of adequate replacement.

## SECTION 33: INSIGNIA

The Employer and the Union shall meet and agree to the appropriate display of "Union House" Insignia at any location. The Union shall retain the sole right to remove Insignia at any time.

## SECTION 34: EXPIRATION AND REVISION

This Agreement shall be in effect on December 1, 2013 and shall continue in effect until November 30, 2015, and from year to year thereafter for like terms, subject however, to revision by notice in writing by either party to the other sixty (60) days prior to the anniversary date. During such sixty (60) day period, conferences shall be held looking toward a revision of this Agreement. If negotiations extend beyond the anniversary date or expiration of this Agreement, no change shall be made in any terms or conditions of employment unless expressly agreed to by the parties. All revisions and wages shall be effective as of the anniversary date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below:

For the Union:

| | | | |
|---|---|---|---|
| ***Mark Gleason*** | ***Ralph A. Miranda*** | ***Michael Thompson*** | ***David Rodriguez*** |
| Secretary-Treasurer | President | Business Representative | Business Representative |

For the Employers:

| | | | |
|---|---|---|---|
| *Rod Howery* | *Jeff Ogle* | *Ed Simmons* | *Tim Leonoudakis* |
| **ABM Parking Services** | **IMPARK & IMCO** | **Standard Parking & Central Parking** | **City Park** |
| *Ron Britz* | *Behailu Mekbib* | *Kermit Kingsbury* | *Kendra Petty* |

| | | | |
|---|---|---|---|
| California Parking | Pacific Park Management | Parking Concepts Inc. | LAZ Parking of Calif. |
| *John Baumgardner*<br>Ace Parking Mgt., Inc | *Tom Bechard*<br>ProPark America | *Steven Douglas*<br>Douglas Parking | *Jerry Lee*<br>Portsmouth Sq. Garage |
| *Mark Norwicz*<br>Encore Hospitality Services | *Judson Le Haye*<br>Savoy Corporation | *Eric Chaves*<br>Parking Company of America | *Larry Rose*<br>R&R Parking |

**Date of Ratification: December 6, 2012**

# Attachment 8

# Prevailing Wage Determination

# Project Agreement between Employer and International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its territories and Canada Local No. 16

# 2015

## PROJECT COLLECTIVE BARGAINING AGREEMENT BETWEEN

## CITY & COUNTY OF SAN FRANCISCO

## AND

## INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA

## LOCAL NO. 16

Local 16 I.A.T.S.E.
240 Second Street, First Floor
San Francisco, CA 94105

Tel: 415-441-6400
Fax: 415-243-0179

www.local16.org

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## I. GENERAL PROVISIONS

This Collective Bargaining Agreement, hereinafter referred to as the CBA, is made and entered into on **July 1, 2015** by and between **CITY & COUNTY OF SAN FRANCISCO,** hereinafter known as the Employer and Local 16 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, counties of Marin, Lake/Mendocino, Sonoma, Napa, San Mateo, Palo Alto/Stanford University and the City and County of San Francisco, located at 240 Second Street, San Francisco, California, hereinafter known as Local 16.

### A. WITNESSETH

Whereas the Employer has the need to hire skilled technicians; and whereas Local 16 can supply such skilled stage technicians to the Employer; the Employer agrees to the wages and conditions hereinafter specified in this CBA,

### B. RECOGNITION

The Employer recognizes Local 16 as the exclusive bargaining agent for all persons employed by the Employer, regardless of venue, who perform work under the jurisdiction of Local 16, whose jurisdiction includes: San Francisco County, Marin County, Santa Rosa, Lake County, Mendocino County, Sonoma County, Napa County, San Mateo County and Palo Alto/Stanford University.

### C. SCOPE AND JURISDICTION

It is agreed that the Employer shall hire workers supplied by Local 16, regardless of venue, to perform all work that is by custom and practice performed by technicians under the jurisdiction of Local 16, including, but not limited to, general carpentry, ground cover for arena and stadium events including terraplast, plywood, tarps or any other cover that may be developed in the future, theater maintenance, construction and assembly of scenery and stages, properties, stage lighting, room lighting and associated electrical work, generator set up and operation, power distribution, all rigging, video, ENG and studio production, sound, laser, electronic recording, graphics presentation, and projection, including slide, video and motion picture projection, and any other work described in EXHIBIT A.

It is further agreed that the installation, operation and removal of computers that stand alone, are networked together or that are used for the operation, control or interfacing of any electrical, projection, audio or video equipment is work performed by technicians under the jurisdiction of Local 16.

It is further agreed that the Employer may utilize Local 16 technicians to layout, test, package, and prepare equipment as needed for specific shows. All such Local 16 personnel working on such a job will be covered by the wages and conditions of this CBA.

### D. COMPENSATION

It shall be the ultimate responsibility of the Employer to ensure that each employee working under this agreement is compensated properly in accordance with the provisions herein. It is the Employer's responsibility to review all payroll reports, whether executed by a payroll marshal, a third party payroll company, or a union steward, to assure that all employees are paid for the hours worked each day, that all minimum calls are covered and that they are paid at the appropriate rates.

### E. RULES AND REGULATIONS

The Employer shall have the right to establish rules and regulations as may be deemed necessary for the conduct, dress, management, job performance and working conditions of the company, and the Union agrees that its members will obey all rules and directions of any authorized representative of the Employer, insofar as any rule or direction does not expressly conflict with the terms and conditions of this Agreement or other pertinent regulations.

### F. NEW CATEGORIES AND CLASSIFICATIONS

It is agreed that the Employer shall notify Local 16, as soon as practical but not less than thirty (30) days in advance, of the creation of any new category and/or classification not mentioned in this CBA and to meet and confer with Local 16 with respect to whether such a category and/or classification falls properly within the scope of this CBA and, if it is determined that it does, to bargain with respect to the minimum wage for the category and/or classification.

## II. DEFINITIONS

### A. RIGGING

The category of rigging is to include the installation, operation, maintenance, and repair of counterweight systems, aerial winches, the spotting of lines, block and falls, motorized hoists and truss, traveler tracks, and/or all types of theatrical apparatus which are attached to or hang from beam, grid or ceiling, etc.

When motorized hoists are to be activated or when a performer is to be flown a Head rigger must be present.

Local 16 agrees that, when requested, technicians referred to employment as head rigger shall be certified through the Entertainment Technician Certification Program (ETCP). In the event that a facility or an employer requires or requests that an ETCP certified technician be employed in specific positions, that technician shall receive a $2.00 per hour increase in their hourly wage.

When rigging is performed without an elevated work platform there shall be a minimum of three (3) riggers present (the third person may be a Local 16 technician trained in fall protection and rescue).

### B. HEAD OF DEPARTMENT

Whenever a master sound technician (A1), master electrician, master carpenter, head rigger video engineer (EIC), property master, head projectionist (P1), teleprompter, special effects head, webcast technician, network engineer, high resolution routing engineer, graphics operator, or head computer technician (C1) is required to set up a show by virtue of installing equipment, patching, cueing and performs said work during the show, that employee shall be paid at the head of department scale. The following shall also be classified as Head of Department:

1. When there is an event with three (3) or more camera operators, one (1) camera operator shall be paid as the head of department.

2. Front of House, sound and Lighting board operators in General Sessions.

3. When an A-2 audio technician installs and/or operates equipment that has a combined total of twelve (12) or more wireless frequencies (such as, but not limited to, wireless microphones, wireless intercom, in-ear monitors, IFB monitors) they shall be designated as head of department for the duration of the entire call.

4. Any employee contacted directly by the employer shall be listed on the call as "must be" and shall be compensated as a head of department.

5. Local 16 agrees that, when requested, technicians referred to employment as a Head Electrician (not as a board operator only) shall be certified through the Entertainment Technician Certification Program (ETCP). In the event that a facility or an employer requires that an ETCP certified technician be employed in specific positions, that technician shall receive a $2.00 per hour increase in their hourly wage

6. A projectionist shall be paid as a Head of Department when:
   a. projectionist is used to converge projectors on one screen, or use LED wall and/or plasma wall systems;
   b. there is a blended screen used with additional displays;
   c. there are two (2) to eight (8) active projectors. There shall be additional Head for each succeeding eight (8) active projectors.

7. Whenever a power generator (with a rated output of over 100 amps and three phase capability) is used to power any element of an event staffed by local 16 technicians, there shall be a local 16 technician assigned as head of department to serve as generator operator.

The foregoing conditions are intended to provide the appropriate skill level to properly perform the duties necessary for each position. Discussions may be held between Local 16 and the Employer regarding the scope of a particular job. These discussions will be addressed on a case by case basis.

**C. MULTI-SOURCE TECHNOLOGY**

Multi-source technology is defined as equipment that includes but is not limited to video or data projectors, analog and digital audio equipment, multi-media computer interfacing, display processing equipment, teleconferencing, streaming media technologies, current and emerging multi-source delivery systems.

**D. MULTI-SOURCE TECHNICIAN**

Whenever a technician is called to set-up and operate the following multi-media equipment for the purposes of a presentation or lecture in a breakout room or demonstration on the trade show floor they shall be paid as a multi-source technician.

1. A sound system used for voice, computer and/or video tape equipment requiring active cueing or mixing.

2. A video or computer projection device used in conjunction with multiple sources such as computers, video tape or video equipment such as cameras, scan converters and line doublers.

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3. Computer interfacing and source routing equipment used to control signals sent to projection devices requiring monitoring or switching.

**E. COMPUTER SOFTWARE TECHNICIAN (C2)**

A Computer Software Technician (C2) shall be required to load or install software onto the operating system of a computer.

**F. GENERAL COMPUTER TECHNICIAN (C3)**

A General Computer Technician's duties shall be limited to the unpacking, setup and simple operation of basic computer equipment.

**G. GENERAL AUDIO VISUAL**

A General A/V Technicians duties shall be limited to the unpacking, setup and simple operation of all A/V equipment.

**H. STEWARD**

Any job that employs fifteen (15) or more technicians shall be staffed by a supervising steward paid as a Head of Department who will be appointed by the President of Local 16 and paid for by the Employer. The steward shall remain on the job for its duration.

The responsibilities of the supervising steward will include the following:

(a) The oversight and maintenance of all contract provisions.
(b) The collection of required start papers from each Local 16 referral.
(c) The keeping of hours worked by each Local 16 referral. The steward will make every effort to submit accurate sign in sheets if requested to the Employer along with the Steward Report for verification of hours worked. Sign in sheets must be kept by the steward for a minimum of six (6) months.
(d) The submission of daily reports to the Employer for the purpose of verification of hours worked.
(e) The submission of steward reports to the Local 16 offices and the Employer and/or payroll agency for the purposes of benefits submissions.

It is ultimately the legal responsibility of the Employer for the correct payment by the Employer to each referral as stated in California Labor Code Section 226. The Employer is expected to review the daily steward reports, check them for accuracy and sign off on the hours related therein.

**I. BASE RATE**

Base rate of pay will equal the straight time hourly rate as determined by the applicable work category as outlined in Section IX, Rate Schedule, of this CBA.

**J. MOSCONE CENTER EXHIBIT BOOTHS ONLY**

Except as stated below in this section, all conditions and rates as negotiated in this contract will apply. This section shall apply to all labor requests by show management or their authorized contractors and sub-contractors.

1. The work week will consist of Monday through Sunday.
2. Time and one half (1-1/2x) the base rate shall apply for all work performed on Saturdays and after 5pm on any day.
3. Double time (2x) the base rate shall apply for all work performed on Sundays.

## III. CONDITIONS

### A. WORK WEEK

The first day any given employee begins work shall be the first day of said employee's work week.

### B. HOURLY WAGE CALCULATIONS

All time worked shall be computed in one (1) hour increments. A work call may begin on the half hour or the hour but it must end on the corresponding half hour or hour

### C. MINIMUM CALLS (THESE CONDITIONS ALWAYS APPLY)

1. The minimum call for all Heads of Department shall be eight (8) consecutive hours, exclusive of a maximum two (2) hour meal period.
2. The minimum call for all other employees shall be five (5) consecutive hours, exclusive of a maximum two (2) hour meal period.
3. The minimum call on show days for General Sessions/Entertainment, all show technicians shall be eight (8) consecutive hours, exclusive of a maximum two (2) hour meal period.
4. Local 16 will schedule split shifts when requested by the Employer when setup starts after 12:00 midnight for separate installation crew and operating crew. All employees on the installation crew shall have an eight (8) hour minimum.

### D. STRAIGHT TIME (THESE CONDITIONS ALWAYS APPLY)

1. The straight time hourly rate is determined by the applicable work category as outlined in Section IX, Rate Schedule, of this CBA.
2. The straight time hourly rate shall prevail between 7:00 a.m. and 12:00 midnight except where provided otherwise in the commercial, industrial and product demonstration show conditions, **or in provision III J.**

### E. NINE HOUR REST PERIOD

Should any employee be excused for the day and called back the next day, before a rest period of nine (9) hours has elapsed, said employee will be paid one (1) hour of the basic straight time rate for every hour worked in addition to the employee's prevailing rate.

### F. TIME AND ONE- HALF RATE

1. These conditions always apply except for the work described in paragraph III J:
   a. After eight (8) hours of work in any day, time and one-half (1-1/2 times the base rate) shall prevail.
   b. The first eight (8) hours worked per day will count towards the forty (40) hours in a work week. Unless subject to another applicable section of this agreement, time and one half (1-1/2 times the base rate) shall prevail for all additional hours worked in a work week.
   c. For all work performed on the sixth ($6^{th}$) day of a work week between the hours of 7:00 a.m. and 12:00 midnight, time and one half (1-1/2 times the base rate) shall prevail.
   e. The Employer will not replace, or substitute for, employees to avoid payment of overtime.

2. These conditions only apply to breakout rooms, theme parties without entertainment and events without entertainment:
   a. Between the hours of 12:00 midnight and 7:00 a.m. time and one-half (1-1/2 times the base rate) shall prevail.
   b. In the case of any call made prior to 5:00 a.m., time and one-half (1-1/2 times the base rate) shall prevail until the employee has had at least a nine (9) hour rest period.

**G. DOUBLE TIME RATE**

1. These conditions always apply, except for the work described in paragraph III J.

   a. Double time shall be paid after twelve (12) hours of work in any one day, regardless of the cumulative hour total.

2. These conditions only apply to general sessions, plenary sessions, key note addresses, theme parties and events with entertainment.
   a. Between the hours of 12:00 midnight and 7:00 a.m., double time (2 times the base rate) shall prevail.
   b. In the case of any work performed between midnight and 6:00 a.m., double time (2 times the base rate) shall prevail until the employee has had at least a nine (9) hour rest period.

3. All work performed on the seventh ($7^{th}$) consecutive day shall be paid at double time (2 times the base rate).

**H. UN-WORKED HOURS**

In the event that the hours specified in a minimum call exceed the worked hours, any un-worked hours shall be paid at the hourly rate at which each technician began the minimum work call. (For example, if a work call begins at 11:00 pm, and the work is completed at 1:00 am, the hours from 1:00 am to 4:00 am required to fulfill the minimum five (5) hour call shall be paid at the rate applicable for each technician when the call began at 11:00 pm).

**I. VACATION PAY**

All employees shall receive not less than eight percent (8%) of all their gross wages for vacation pay

**J. MEAL PERIODS**

1. Each employee shall receive one (1) full hour for meal breaks or no time shall be deducted. Time between all meal breaks, or from the beginning of the shift shall be not less than three (3) hours nor more than five (5) hours.
2. Penalty for violation of either case shall be one (1) hour at the straight time rate, in addition to one (1) hour at the prevailing rate for every hour, or fraction thereof, until either a one (1) hour break is given or until a meal is provided as described below.
3. The Employer may also avoid a continuing meal penalty situation by meeting the following conditions:
   a. A meal shall be provided, at the Employers expense, to each and every employee in meal violation.
   b. Said meal shall be provided neither less than three (3) hours nor more than five (5) hours from the beginning of the employee's shift or end of employee's last meal break.

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c. Each and every employee must be given one half (1/2) hour to eat the provided meal from the time that the employee receives the meal and no time shall be deducted.
d. The five (5) hour work clock resets at the end of the half (1/2) hour meal period.

4. If the employees are broken for at least one (1) hour or up to two (2) hours, they shall receive a two (2) hour minimum call when they return to work.
5. If the employees are broken for more than two (2) hours, they shall receive a four (4) hour minimum call when they return to work.

**K. HIGHER SCALE**

1. In the event that under the terms of this CBA two (2) or more rates of pay are applicable for the same work done within the same period of time, the highest of all applicable rates shall prevail.
2. When multiple Employers are working the same event in the same room then the same contract provisions shall apply to all work performed regardless of Employer.

**L. HOLIDAYS**

1. The following shall be designated holidays for all employees: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day, the day after Thanksgiving and Christmas Day.
2. Should any employee at any time work on a designated holiday, said employee shall be paid one half (1/2) of the basic straight time rate for every hour worked in addition to the employees prevailing rate.

**M. RATES AND CONDITIONS**

1. At no time may the Employer reduce any of the rates or change any of the conditions contained herein.
2. At no time may any of the rates or conditions contained herein be waived by any consensus of employees.
3. At no time will the Union ask for any services from the Employer "gratis".

**N. CANCELLATION OF CALLS**

1. When a call is cancelled by the employer after 5 P.M. for a call that night or the next day, the affected technician(s) shall receive the minimum remuneration for the position cancelled.
2. Should a "call back", given at the conclusion of a shift to an employee for work to be performed on a future date (more than 72 hours in the future) on the same job, be cancelled with less than 24 hours' notice, the affected technician(s) shall receive the minimum remuneration for the position cancelled

## IV. FRINGE BENEFITS, WORK FEES AND PAYROLL

**A. HEALTH AND WELFARE**

1. The Employer agrees to make contributions to the Local 16 Health and Welfare Trust Fund in the amount of fifteen and a half percent (15.5%) of all gross wages (including vacation pay) of each employee working under this CBA.
2. Said monies are to be made payable, by separate check with each payroll, to the Local 16 Health and Welfare Trust Fund (IRS # 94-6138741).

**B. PENSION**

1. The Employer agrees to make contributions to the Local 16 Pension Trust Fund in the amount of fourteen percent (14%) of all gross wages (including vacation pay) of each employee working under this CBA. The contribution rate of 14% of gross wages in the Rehabilitation Plan adopted by the Board of Trustees on September 22, 2010, is a combination of the previous contribution rate of 7% of gross wages that will continue to be applied towards benefit accruals for the Participants and an additional 7% in the form of a required enhancement that is not applied towards benefit accruals.
2. Said monies are to be made payable, by separate check with each payroll, to the Local 16 Pension Trust Fund (IRS # 94-6296420).

**C. CHECK-OFF WORK FEES**

1. The Employer agrees that upon receiving a signed voluntary check-off authorization from the employee(s), the Employer will withhold three and one half percent (3.5%) of all gross wages (including vacation pay) for each employee working under this CBA.
2. Said monies are to be made payable, by separate check with each payroll, to Local 16, I.A.T.S.E.

**D. TRAINING AND CERTIFICATION PROGRAM EMPLOYER CONTRIBUTION**

1. The Employer agrees to make contributions to the Local 16 Training Trust Fund in the amount of two percent (2%) of all gross wages (including vacation pay) of each employee working under this CBA.
2. Said monies are to be made payable, by separate check with each payroll, to the Local 16 Training Trust Fund (EIN#61-6335362).

**E. SICK LEAVE**

Pursuant to Section 12W.9 of the San Francisco Administrative Code, the Union, on behalf of Employees covered hereunder, expressly agrees herein to waive the sick leave obligations set forth in said Section 12W.

**F. REPORTING OF FRINGE BENEFITS AND WORK FEES**

Once each month, the Employer must provide a complete and accurate payroll report that must include the following:

1. Job name and venue.
2. Local 16 job number.
3. Job start date and end date.
4. Completed copies of all steward's payroll reports for all wages being paid.
5. Listed in separate columns across the same line of the report:
   - **a.** Employee's social security number.
   - **b.** Employee's name.
   - **c.** Employee's job classification.
   - **d.** Total gross wage.
   - **e.** Health and Welfare Fund amount.
   - **f.** Pension Fund amount.
   - **g.** Work fee amount.
   - **h.** Training Trust Fund amount.
6. Four (4) separate checks shall be submitted to Local 16 with each payroll as follows:

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a. One check equaling fifteen and a half percent (15.5%) of the gross wages (including vacation pay) payable to the I.A.T.S.E. Local 16 Health and Welfare Trust Fund (IRS # 94-6138741).
b. One check equaling fourteen percent (14%) of the gross wages (including vacation pay) payable to the I.A.T.S.E. Pension Trust Fund (IRS # 94-6296420).
c. One check equaling three and one half percent (3.5%) of the gross wages (including vacation pay) made payable to Local 16 I.A.T.S.E.
d. One check equaling two percent (2%) of the gross wages (including vacation pay) made payable to Local 16 Training Trust Fund. (EIN # 61-6335362).

## G. PAYROLL

1. The Employer and the Union confirm that workers supplied by the Union to perform work under the jurisdiction of the Union who are hired on a project-by-project or assignment-by-assignment basis for less than a full-time regular basis (i.e. a forty hour work week) shall be deemed "on-call workers".
2. Workers shall be issued their payroll checks in accordance with the Employer's regular pay period. The Employer and Union understand that these regular pay periods shall be no longer than sixteen (16) days in length and that payroll checks shall be issued within seven (7) days of the conclusion of each period.
3. The Employer shall provide the Union with a written schedule of Employer's regular pay periods for each year of this collective bargaining agreement, corresponding to the dates set in Section X. LENGTH OF AGREEMENT. Any changes to this schedule must be agreed upon between the Business Manager/ Secretary and the employer in writing 30 days prior to said changes taking effect.
4. Upon the completion of a project or assignment, such "on-call workers" shall not be deemed to have been "discharged" within the meaning of California Labor Code Sections 201, 201.5 or 203. Instead, such "on-call workers" shall remain eligible to continue employment with the Employer.
5. Payroll checks shall be distributed using one of the following options:
   a. Payroll checks may be mailed directly to each individual technician.
   b. Payroll checks may be mailed to Local 16 for distribution to the individual technicians ONLY if they are in a postage paid envelope and accompanied by a payroll report.
6. The Employer shall advise the Union prior to the execution of this agreement which payroll company it will use, and the Union will indicate whether such payroll company is acceptable to the Union. Employer shall either deposit one weeks' worth of gross wages and benefit contributions, or a payroll amount representing the number of days of the event or project (whichever is less) (the "Deposit") in the payroll company's escrow account sufficient to cover payroll and benefit contributions for the covered employees, or alternatively, Employer shall place such Deposit in a Local 16 administered escrow account at the Union's bank. If the payroll company is acceptable to the Union, the payroll company must be notified by the Union (or the Employer) in advance of the project and used by the Employer throughout the project until completion. The Employer shall cause the payroll company to certify to the Union that it has on deposit enough funds to cover gross wages and benefit contributions for the aforesaid time period and such funds are to be used exclusively for such purposes. Said amount shall be held as and for a security deposit in case of default by Employer. At the end of the project such amount shall be

returned to the Employer if the funds have not been used for payroll and no default has occurred.

## V. SAFETY

### A. OSHA REGULATIONS

1. The Employer and his subcontractors shall comply with all Federal-OSHA and Cal-OSHA Safety and Health regulations at the Employer's expense.

### B. WORKERS COMPENSATION INSURANCE

1. The Employer shall present a Certificate of Coverage showing that a current Workers Compensation Insurance policy is in effect from the moment employees are called to work at any venue until such time as they are released from work.

### C. RIGGING AND SAFETY

1. A minimum of three (3) Local 16 technicians (refer to Section II. A.) are required when fall protection gear is in use. While working from a beam (without scaffolding and/or catwalks) which is in excess of twenty five (25) feet above the floor, $5.00 per hour premium rate for the day shall apply in addition to the prevailing scale. This will also apply to any person required to walk a truss, use a boatswain's chair and/or hanging from a line or lines, cables, etc., in excess of twenty-five (25) feet above the floor. This shall not apply to a person located inside a boom lift, scissors lift or man lift.

   Initial construction of scaffolding up to twenty five (25) feet in height and use of said scaffolding within fall prevention or protection systems (i.e. handrails and attached ladders as approved or exempted by O.S.H.A. Standard 1926.451 (g) (2) 1926.451(e) (9)) shall remain exempt from this premium.

### D. SAFETY EQUIPMENT

1. The Employer shall be responsible for providing all safety equipment, including, but not limited to, harnesses, ladders of the proper height for the work being attempted, scaffold, railings, goggles, and ear protection.
2. Technicians shall not perform any unsafe practices due to the absence of the proper tools or safety equipment.
3. All employers shall adhere to ANSI Standard 359.2007.0, 1, 2, 3, 4. -.

## VI. COMMERCIAL, INDUSTRIAL AND PRODUCT DEMONSTRATION SHOWS

When it is determined that a particular show or event will be governed by the conditions of the commercial, industrial and product demonstration show contract, as dictated by the International Alliance, the following conditions shall be in effect and will supersede all other conditions in this CBA. Any conditions of this CBA specifically not superseded by one or more of the following conditions of the commercial, industrial and product demonstration show contract are still in full force and effect.

### A. MINIMUM CALLS

The minimum daily work call shall be no less than eight (8) consecutive hours.

### B. VACATION PAY

All employees shall receive not less than eight percent (8%) of their gross wages for vacation pay.

C. **MAXIMUM OVERTIME RATE**

No rate shall exceed two (2) times the base rate except where meal violations occur, or where government regulations are different (i.e., Canada).

D. **BASE RATE**

"Base Rate" = straight time rate.

E. **WORK WEEK**

The work week will consist of Monday through Saturday until 5:00 p.m.

F. **OVERTIME**

1. Any work performed after eight (8) hours in a day or forty (40) straight time hours worked will be paid at the rate of one and one-half (1-1/2) times the base rate and overtime as required by California State Law.
2. Work performed after 5:00 p.m. on Saturday will be paid at one and one-half (1-1/2) times the base rate.
3. Sunday Clause: Work performed between the hours of 8:00 a.m. and 5:00 p.m. will be paid at the rate of one and one-half (1-1/2) times the base rate. All work performed before 8:00 a.m. or after 5:00 p.m. will be paid at two (2) times the base rate.

G. **DOUBLE TIME**

1. All work beginning or performed between the hours of 12:00 midnight to 8:00 a.m. will be paid at two (2) times the base rate.
2. Work beginning prior to 6:00 a.m. will be paid at the rate of two (2) times the base rate, and will remain at two (2) times the base rate until a eight (8) hour break is called.
3. Calls starting between 6:00 a.m. and 8:00 a.m. = double base rate; balance of eight (8) hours = base rate.
4. If workers are laid off and called back the next day before a rest period of eight (8) hours has elapsed, two (2) times the base rate will be paid until a rest period of eight (8) hours is called.

H. **MEAL PERIODS**

1. Each employee shall receive one (1) full hour for meals or no time shall be deducted.
2. Time between meals shall be no less than three (3) hours nor more than five (5) hours.
3. Penalty for said violation in either case shall be one (1) hour at the straight time rate in addition to one (1) hour at the prevailing rate.
4. If the employees are broken for one (1) hour, they shall receive a three (3) hour minimum call when they return to work.

I. **LOAD OUTS**

Load outs shall be no less than eight (8) hours. All un-worked hours to fulfill minimum call requirements shall be paid at straight time, Sunday or holiday rates.

J. **SHOW CALLS**

Show call defined: the term "show call" shall be construed as a period of three (3) consecutive hours, or less, used by the Employer for speeches, presentations of products or entertainment. If the performance runs more than three (3) hours, the applicable hourly rate shall be paid for each additional hour or fraction thereof.

## K. COMPUTATION OF TIME

1. Fractions of an hour shall constitute one (1) hour.
2. When working on the hourly rate, a call may begin on the half hour or the hour and must end on the corresponding half hour or hour.

## L. HOLIDAYS

1. The following shall be designated holidays for all employees: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day and Christmas Day.
2. Employees required to work on a designated holiday shall be paid no less than double time of the base rate for a minimum of eight (8) hours.

# VII. GRIEVANCE AND ARBITRATION

## A. GRIEVANCE

In the event of any dispute or controversy between Local 16 and any of the persons subject to this agreement and the Employer related to the application or interpretation of any part of the terms and conditions of this agreement, a grievance can be filed by the employee, Local 16, or the Employer. Only Local 16 or the Employer: however, may process a grievance through this procedure. The procedure, unless otherwise specifically provided for herein, shall be as follows:

**STEP 1:**

A party, that is either Local 16 or the Employer, shall mail or deliver to the other party a written notice of the claim or grievance within five (5) working days (work days equal Monday through Friday) of the event(s) giving rise to the grievance. The written notice shall contain the specific contract sections which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the facts on which the grievance is based, the name(s) of the individual(s) aggrieved and the remedy sought. The party receiving the grievance shall, within ten (10) working days after the grievance is received, respond in writing to the aggrieved party, setting forth the reasons, if any, for the action(s) taken by it, which action(s) gave rise to the grievance. The representative of Local 16 and the designated representative of the Employer shall immediately discuss the matter within two (2) work days of the written response and the grievance shall be settled if at all possible. The decision, if any, of such representatives shall be final and binding upon the parties and any employee(s) concerned. If the party receiving the grievance fails to serve the written response required by STEP 1, then the other party may elect to proceed directly to arbitration or to STEP 2 by serving a written demand upon the other party within five (5) working days after the written response is due.

**STEP 2:**

If the parties fail to meet and/or confer, or the grievance is not settled, then the aggrieved party may proceed to STEP 2, by delivering or mailing, within five (5) working days as set forth above, a written demand, which shall include a statement of the particulars of the claim, upon the other party. If neither requests a STEP 2 conciliation meeting, then the aggrieved party may proceed directly to STEP 3, arbitration, by serving a written demand upon the other party within the time period set forth above. Failure of the aggrieved party to serve such demand for STEP 2 conciliation meeting or arbitration on a timely basis shall constitute a waiver of the grievance, unless both parties mutually stipulate otherwise in STEP 1.

If a demand for STEP 2 is served, the grievance shall be brought before a committee consisting of two (2) persons, each designated by Local 16 and the Employer. They

shall be known as the Joint Conference Committee. The Joint Conference Committee shall meet no later than ten (10) work days following the receipt of such demand. The parties to such grievance shall be present and shall be responsible for the presentation of their own position at the designated time and place of the Joint Conference Committee. If the aggrieved party fails to appear, the grievance shall be considered to be waived. If the responding party fails to appear, the aggrieved party shall be entitled to proceed with the presentation of its position. The Joint Conference Committee, upon presentation of the evidence showing a contract violation, has the authority to settle the grievance and determine the matter if the majority of the persons designated render such a determination.

**B. ARBITRATION:**

Local 16 or the Employer, after properly utilizing all steps of the grievance procedure, and desiring to submit a matter to arbitration, shall notify the other in writing within ten (10) working days of the conclusion of STEP 1 or within ten (10) working days following the STEP 2 meeting or the cancellation of the STEP 2 meeting. The party desiring arbitration must, within five (5) working days of such notice, request the State Mediation and Conciliation Service of the Federal Mediation and Conciliation Service to submit a panel of five (5) or seven (7) Arbitrators. If the parties cannot agree to an Arbitrator within five (5) working days after receipt of such a list, each party shall have a right to alternatively strike an Arbitrators name from the panel until such time an one Arbitrator is left, and the remaining Arbitrator shall be selected as the Arbitrator in the proceedings.

The arbitration hearings shall be held at such a time and place as the Arbitrator shall determine. The decision of the Arbitrator shall be rendered in writing, relating his or her reasons for the award after the submission of the grievance for decision. The Arbitrators decision shall be final and binding upon the parties. The Arbitrator shall not have the power to amend, modify or effect a change in the provisions of this Agreement. Fees and expenses of the Arbitrator and the cost of the Court Reporter (if required by the Arbitrator) and the original transcript, where jointly requested, shall be borne equally by both parties to the dispute. If only one party requests a transcript, that party shall pay for it. All other costs shall be borne by the party incurring the cost. No individual employee shall have the right to initiate the arbitration process.

**C. ALTERNATIVE DISPUTE RESOLUTION PROCESS**

At any time in this dispute/grievance process, with mutual agreement, the parties may request to submit the matter to mediation. With the concurrence of both parties, the Federal Mediation and Conciliation Service shall be contacted to request the services of a mediator. Time lines may be mutually waived for the mediation to proceed. If the parties fail to reach a mutually satisfactory resolution, the moving party may proceed through the grievance procedure. Request to have the matter heard by an Arbitrator shall be submitted in writing within ten (10 calendar days of the final date of mediation.)

## VIII. BROADCAST, WEBCAST AND SIMULCAST RATES – SEE EXHIBIT B

## IX. RATE SCHEDULE

### A. Minimum hourly rates of compensation for work performed as described.

| | | 7/1/2013 to 12/31/2013 | 1/1/2014 to 6/30/2014 | 7/1/2014 to 12/31/2014 | 1/1/2015 to 6/30/2015 | 7/1/2015 to 12/31/2015 |
|---|---|---|---|---|---|---|
| General AV and C3 computer technicians for breakout rooms, Extra help for events or theme parties without entertainment (not including traditional stage crafts). | | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation |
| | Base Rate | 34.28 | 34.28 | 34.62 | 34.62 | 35.49 |
| | Over Time | 51.42 | 51.42 | 51.93 | 51.93 | 53.23 |
| | Double Time | 68.55 | 68.55 | 69.24 | 69.24 | 70.97 |
| Multi-source and C2 computer technicians for breakout rooms and events or theme parties without entertainment. | | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation |
| | Base Rate | 40.62 | 40.62 | 41.03 | 41.03 | 42.06 |
| | Over Time | 60.94 | 60.94 | 61.55 | 61.55 | 63.08 |
| | Double Time | 81.25 | 81.25 | 82.06 | 82.06 | 84.11 |
| Traditional Stage Crafts: (Carpenters/Electrics/Props/A2) Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment. Extra help for commercial, industrial and product demonstration show and events with entertainment. Camera set up and tear down, including Video utilities. | | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation |
| | Base Rate | 43.70 | 43.70 | 44.13 | 44.13 | 45.24 |
| | Over Time | 65.54 | 65.54 | 66.20 | 66.20 | 67.85 |
| | Double Time | 87.39 | 87.39 | 88.27 | 88.27 | 90.47 |
| Department Heads | | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation |
| | Base Rate | 48.79 | 48.79 | 49.28 | 49.28 | 50.51 |
| | Over Time | 73.18 | 73.18 | 73.92 | 73.92 | 75.76 |
| | Double Time | 97.58 | 97.58 | 98.56 | 98.56 | 101.02 |
| **ETCP Certified Rigger and Electrician (Head of Dept Rate plus $2.00)** | | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation |
| | Base Rate | 50.79 | 50.79 | 51.28 | 51.28 | 52.51 |

### A. Show Call Rates - Commercial, Industrial and Product Demonstration Shows

| | | 7/1/2013 to 12/31/2013 | 1/1/2014 to 6/30/2014 | 7/1/2014 to 12/31/2014 | 1/1/2015 to 6/30/2015 | 7/1/2015 to 12/31/2015 |
|---|---|---|---|---|---|---|
| Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment and events with entertainment, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum. | | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation |
| | Show Call | 187.72 | 187.72 | 189.60 | 189.60 | 194.34 |
| Spot light operators, camera operators per show call, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum. | | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation |
| | Show Call | 203.37 | 203.37 | 205.40 | 205.40 | 210.54 |
| Department Heads | | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation | 8% Vacation |
| | Show Call | 223.72 | 223.72 | 225.95 | 225.95 | 231.60 |

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## X. LENGTH OF AGREEMENT

This agreement shall be in full force and effect from **July 1, 2015** through the end of this project date (which shall be no later than **December 31, 2015**).

## XI. SIGNATURES

**FOR THE EMPLOYER:**

_____ Date
Authorized Agent
City & County of San Francisco

_____ Date
Authorized Agent
City & County of San Francisco

**FOR THE UNION:**

_____
Steve Lutge Date
Business Agent-Secretary
Local 16, I.A.T.S.E.

_____
James Beaumonte Date
President
Local 16, I.A.T.S.E.

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# EXHIBIT A
## JURISDICTION

**RIGGING Including but not limited to:** The rigging of all overhead truss and motor installation (and operation) on the exhibit floor, in general sessions, in breakouts and at any locations in any facility or location where this type of apparatus may be incorporated.

**SOUND Including but not limited to:** operation of all elements of sound for reinforcement and distribution; including broadcast radio and television, webcast or podcast, simultaneous language translation and recording. The setting, operating and striking of any associated equipment provided for such tasks. This shall include breakout meetings, general sessions or exhibits as well as any location where a sound reinforcement system is used.

**PROJECTION Including but not limited to:** All projection units of any brand from 35 millmeter to video projection with single or multiple source settings that need to be adjusted, cabled, routed, switched through or into video/LED walls, retro boxes, or screens, either through I-MAG front or rear projection, such as Barco, Sony, Sanyo, Christie, Digital Projection, Eiki, JVC and any other brands that may be incorporated through computers or any switching device.

**THEATRICAL LIGHTING Including but not limited to:** All lighting, (including all lighting on the exhibit floor, breakout rooms, general sessions, area work lighting, and/or mood 'up and down' lighting) that is incorporated through the use of dimmer packs or is console controlled via robotic moving light units, such as, Varilite, Martin, etc. Setting, operating and strike of said equipment, either truss supported or ground supported.

**VIDEO Including but not limited to:** All ENG, EFP, archive, or facility operated show cameras, either statics or hand-held for exhibit, breakout, general session, exhibits and pickup shots for products and convention services. Full service switching and editing are available, but should be referred to Local 16 for consultation of current needs.

**COMPUTERS Including but not limited to:** All exhibit floor, speaker ready/rehearsal rooms, breakout rooms, general sessions (computer registration, kiosk, Internet / Networking access stations), Video/Media Servers, Audio Servers, Video Conferencing Systems, Disk Recorders, Digital Effects Systems, Digital Transmission devices, CBT (Computer Based Training), CLS (Learning Systems), DCLS, Digital NLE and Graphic Systems, Computer Labs, Audience Response Systems, Teleprompting. The setting, operating and strike of said equipment.

**DRAPING Including but not limited to:** All draping within the general session rooms, theatrical presentation and breakout rooms, masking of screens, support towers and platforms, masking drape, and carpet on all stages.

**CARPENTRY Including but not limited to:** All work pertaining to that performed by traditional stage carpenters. The moving, unpacking, assembly, erection, repair, use and removal, and packing of stages, stage sets, band gear, backdrops, décor, furniture, and any theatrical or scenic elements.

**SPECIAL EFFECTS Including but not limited to**: Handling of all special effects components including, but not limited to pyrotechnics of all kinds, atmospheric treatments, laser lights and the use of any device or procedure that produces a "special effect".

**PROPERTIES Including but not limited to:** Handling of all elements intended for use by actors or speakers or others in front of an audience or as part of a presentation or production.

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**GROUND COVER Including but not limited to:** Ground cover for theater, arena and/or stadium events, including terraplast, plywood, tarps or any other cover that may exist or may be developed in the future.

**POWER DISTRIBUTION Including but not limited to**: Power distribution required in connection with the installation, operation, or maintenance of temporary or portable electrical equipment as performed by technicians in the theatrical, motion picture production, hotel, exhibition, and trade show industries. Cabling for any and all transformers as well as any and all devices covered within all other categories of this exhibit and section I. GENERAL PROVISIONS Section C. SCOPE AND JURISDICTION. Power distribution for arena, stadium, and outdoor events. All installation, cabling, and operation of mobile power generators.

# EXHIBIT B
## BROADCAST, WEBCAST AND SIMULCAST RATES

For the taking of motion picture, television (direct, videotape or film), radio broadcast, podcast, webcast, streaming audio webcast, live or delayed, with or without the use of visual images any employee who performs duties as part of the working crew necessary for such a production shall be governed under the jurisdiction of Local 16.

It is understood that Local 16 has full jurisdiction over the filming or videotaping of motion pictures within the geographical area granted it under its I.A.T.S.E. Charter (San Francisco County, Marin County, Lake County, Mendocino County, Sonoma County, Napa County and San Mateo County) and the Employer agrees to be governed under the prevailing scales and conditions concerning studio and location work if and when the Employer, or any of its subsidiaries and/or affiliates, are filmed, televised or webcast (visual and/or audio).

It is understood that the Employer may present a television, video or webcast project proposal to Local 16 which represents a television, video recording, or webcast activity. It is agreed that the Employer and Local 16 will consider each television, video or webcast proposal on a case-by-case basis. Such consideration may result in mutually agreed special wages and/or conditions for each such television, video or webcast project proposal.

Any broadcast, recording, web cast media forward or capture shall be subject to the broadcast fee as defined herein.

Payment for any of the recording classifications outlined above, not covered by the conditions and rates, shall consist of an additional three hundred three and one ($303.01) dollars for each technician working the show plus benefits.

Upon payment for any of the classifications outlined above, the following rights are included:

1. Taping of performances (or live telecasts) for release on television.
2. Stereo simulcast(s).
3. Documentary filming, if any, of the preparation of the production to include cinema rights, simulcast rights and use of any documentary portions in the telecast release and audio-visual material.

The following classifications are exempt from the provisions of this Exhibit "B". However, should any of these taped properties be subsequently used for commercial broadcast or webcast, then the conditions outlined above are applicable retroactively, and it is the Employer's obligation to inform the Union of such an occurrence.

1. Camera Blocking (preparation) videotapes for preparation purposes which may be made during performances or rehearsals prior to the projected taping duties.
2. Preparation videotapes may be used in the telecast release, in noncommercial educational segments and in any documentary footage or promotion material.
3. Segments from performance or rehearsal tapes may be used for television promotion segments not more than three (3) minutes in duration.
4. Segments of the telecast to be utilized in audio visual presentation for public school educational material provided on a non-commercial basis.
5. Taping subsequently used for non-commercial, public access television.
6. Taping for archival purposes.

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**TO:** **ALL SIGNATORY EMPLOYERS CONTRIBUTING TO THE IATSE LOCAL 16 TRAINING TRUST FUND**

**FROM:** **BOARD OF TRUSTEES IATSE LOCAL 16 TRAINING TRUST FUND**

**RE:** **NOTICE TO ALL PARTICIPANTS**

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Training Trust Plans that provide exclusively apprenticeship training benefits, other training benefits or a combination of apprenticeship and other training benefits are exempt from all reporting and disclosure requirements of ERISA if they file a brief notice with the Department of Labor as prescribed under final regulations. Under these final regulations, the notice must be made available to employees of employers who may be eligible to enroll in any course or program of study offered under the Training Trust Plan.

The Training Trust Plan meets the notification requirements of the Department of Labor if each employer makes the required information available to employees by mail or personal delivery or by posting the notice in a conspicuous location at all job sites.

Enclosed is the notice which contains the following required information:

1. The name of the Training Trust Plan
2. The Employer Identification Number of the Training Trust Plan sponsor
3. The name of the Training Trust Plan Administrator; and
4. The name and location of an office or person from whom an interested individual can obtain a description of the procedure by which to enroll in any course or program of study offered under the Training Trust Plan

Please make the notice available to all your employees by mail or personal delivery or by posting the notice in a conspicuous location at all job sites.

Steve Lutge, Trustee
IATSE Local 16 Training Trust Fund

Enclosure
cc: Steve Lutge, Trustee
James Beaumonte, Trustee
Daniel Borelis, Director of Training
William A. Sokol, Legal Counsel
Apprenticeship & Training Plan Exemption Office of Reports & Disclosures
Pension & Welfare Benefit Programs US Department of Labor

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# NOTICE TO ALL PARTICIPANTS
# IATSE LOCAL 16 TRAINING TRUST FUND

This is to inform you that the IATSE Local 16 Training Trust Fund, Identification Number 61-6335362 provides training and re-training for those entering the industry and those already in the industry.

For information about enrolling in the courses or a description of what courses are or will be available, please contact:

Daniel Borelis, Director of Training
IATSE Local 16
240 Second Street, First Floor
San Francisco, CA 94105

The Training Trust Plan is administered by the Board of Trustees of the IATSE Local 16 Training Trust Fund.

Board of Trustees
IATSE Local 16 Training Trust Fund

# Attachment 9

# Prevailing Wage Determination

# Standard Agreement between Northern California employers and the Northern California Regional Council of Carpenters and the Carpenters 46 Northern California Counties Conference Board

(Furniture Movers and Related Classifications)

# 2015-2017

# CARPENTERS TRUCK DRIVER AND MOVER AGREEMENT

For the 46 Northern California Counties

This **AGREEMENT** ("Agreement") made and entered into this 11 day of August, 2015, by and between Scruttle West ("employer"), the **NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL** and the **CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD**, for and on behalf of its affiliated Local Unions having jurisdiction in the 46 Northern California Counties ("Union").

It is hereby agreed that the wages, fringes and working conditions set forth in the current 46 Northern California Counties Carpenters Master Agreement for Northern California ("Master Agreement"), or any amendments, modification, additions, extensions, or renewals thereof, will be applicable to all covered work performed by the employer unless specifically amended herein.

## SECTION 1
## RECOGNITION

### 1.01.00 Union Recognition

The employer hereby recognizes the Carpenters 46 Northern California Counties Conference Board and its affiliates as the sole and exclusive bargaining agent for employees hired to perform work as outlined below.

### 1.02.00 Union Security

(1) Every person performing work covered by this Agreement who is a member of the Union and in the employment of the employer on work covered by this Agreement on the effective date of this Agreement shall, as a condition of employment or continued employment, remain a member in good standing of the Union or the appropriate Local Union of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union or the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on the expiration of eight (8) days of employment, continuous or cumulative, on such work following the beginning of such employment or the effective date of this Agreement, whichever is later. Membership in any Local Union shall be available to any such person on the same terms and conditions generally applicable to other members. If Federal Law is hereafter amended to permit a lesser requirement for union membership or union membership as a condition of employment than provided in this Agreement, the employer and the Union will promptly enter into negotiations with regard to such subject.

(2) The employer shall not be required to discharge any employee pursuant to this Section until a written notice from the appropriate Local Union of the Union of such employee's non-compliance with this Section, stating all pertinent facts showing such non-compliance, shall have been served upon such employer and two (2) working days shall have been allowed for compliance therewith.

**1.03.00 Union Representative**

Union representatives shall be permitted at all times upon any place or location where any work covered by this Agreement is being, has been or will be performed.

The Union Representative shall check in with the designated management representative prior to visiting the work area.

Where there are visitation restrictions imposed at the jobsite by entities other than the employer, the employer will use its best efforts to provide access to the site by the union representative.

## SECTION 2
## SCOPE OF WORK

**2.01.00 Covered Work**

This Agreement shall cover the transportation and delivery of furniture and furniture components to the point of first drop at the jobsite and all warehouse work activities. This Agreement shall also cover all delivery and handling of non furniture items including, but not limited to, boxed supplies, boxed goods, and office supplies.

This Agreement shall also cover the moving of free standing furniture, fixtures and equipment in health care facilities. This Agreement shall not cover any work in health care facilities that is currently covered by the scope of work covered provisions of the Office Modular Systems Addendum to the 46 Northern California Counties Carpenters Master Agreement for Northern California or any work currently covered by the scope of work provisions of the 46 Northern California Counties Carpenters Master Agreement for Northern California.

This Agreement shall not cover the handling, installation, removal, relocation and maintenance of all new or used free standing manufactured modular office furniture systems ("Furniture Systems"). Specifically excluded from the scope of this Agreement are the handling, installation, removal, relocation and maintenance of all manufactured parts (which come unassembled or are disassembled), and components (desks, filing systems, etc.). Drivers doing work that requires a Class A license are not covered by this Agreement. If the employer employs Class A drivers, not currently covered by a collective bargaining agreement, the Union and the employer will sit down and negotiate wage and fringe benefits for Class A drivers within thirty (30) days of the hiring of the Class A driver(s).

**This Agreement shall not apply to the construction industry or any work covered by the scope of work covered by the 46 Northern California Counties Carpenters Master Agreement for Northern California.**

## SECTION 3
## CLASSIFICATIONS AND WAGE RATES

### 3.01.00 Classifications

Five (5) classifications shall be covered by this Agreement; Mover, Packer, Crater, Driver and Helper.

### 3.02.00 Wage Rates

Area 1: The counties of San Francisco, San Mateo, Santa Clara, Alameda, Contra Costa, Solano, Napa, Sonoma and Marin.
Area 2: All other California counties within the geographic jurisdiction of the Northern California Carpenters Regional Council.

Effective September 1, 2015*

| Classification | Area 1 | Area 2 |
|---|---|---|
| Mover, Packer, Crater | $19.05 | $12.20 |
| Driver | $19.32 | $12.50 |
| Helper | $19.05 | $12.20 |

Effective September 1, 2016*

| Classification | Area 1 | Area 2 |
|---|---|---|
| Mover, Packer, Crater | $19.55 | $12.70 |
| Driver | $19.82 | $13.00 |
| Helper | $19.55 | $12.70 |

*Sets forth the minimum hourly wage rate for the above classifications. In the event that an employee is currently working at an hourly wage rate above the minimum hourly wage rate they shall receive the hourly increases on top of their current hourly wage rate.

No current employees will suffer a reduction in hourly wages or fringes as a result of this Agreement.

## SECTION 4
## FRINGE BENEFITS

### 4.01.00 Health & Welfare Contributions

The modified Plan B of the Carpenters Health & Welfare Plan shall be the applicable Health & Welfare Plan. The Health & Welfare Plan B contributions effective September 1, 2015, shall be $9.90 per hour per employee.

The Health & Welfare Plan B contributions effective September 1, 2016, shall be $10.05 per hour per employee.

No current employees will suffer a loss or a break in Health and Welfare coverage as a result of this Agreement.

**4.02.00 Hour Cap on Health & Welfare Contributions**

Contributions to the modified Plan B of the Carpenters Health & Welfare Plan shall be capped at 1800 hours. This covers the Agreement anniversary year for each employee working for a single employer during that year.

**4.03.00 Fringe Benefits**

The employer agrees to contribute the following amounts for all hours worked or paid by employees covered by this agreement:

**Effective September 1, 2015**

| | Health & Welfare | Annuity | Vacation | Work Fee |
|---|---|---|---|---|
| Area 1 | | | | |
| Mover, Packer, Crater | $9.90 | $1.10 | $1.05 | $0.80 |
| Driver | $9.90 | $1.10 | $1.05 | $0.80 |
| Helper | $9.90 | $1.10 | $1.05 | $0.80 |
| | | | | |
| Area 2 | | | | |
| Mover, Packer, Crater | $9.90 | $0.60 | $0.50 | $0.80 |
| Driver | $9.90 | $0.60 | $0.50 | $0.80 |
| Helper | $9.90 | $0.60 | $0.50 | $0.80 |

**Effective September 1, 2016**

| | Health & Welfare | Annuity | Vacation | Work Fee |
|---|---|---|---|---|
| Area 1 | | | | |
| Mover, Packer, Crater | $10.05 | $1.10 | $1.05 | $0.82 |
| Driver | $10.05 | $1.10 | $1.05 | $0.82 |
| Helper | $10.05 | $1.10 | $1.05 | $0.82 |
| | | | | |
| Area 2 | | | | |
| Mover, Packer, Crater | $10.05 | $0.60 | $0.50 | $0.82 |
| Driver | $10.05 | $0.60 | $0.50 | $0.82 |
| Helper | $10.05 | $0.60 | $0.50 | $0.82 |

## SECTION 5
## HOURS OF WORK, OVERTIME AND SHIFTS

**5.01.00 Regular Work Day**

The regular work day shall be eight (8) consecutive hours between the hours of 5:00 a.m. and 5:00 p.m. The regular workweek will be forty (40) hours, Monday through Friday or Tuesday through Saturday.

**5.02.00 Overtime**

Hours worked in excess of eight (8) hours on the first through the fifth workday and up to ten (10) hours on the sixth workday, shall be paid at the rate of one and one-half times (11/2x) the straight time hourly rate. All hours worked in excess of ten (10) hours on the sixth workday and all hours worked on the seventh workday and Holidays shall be paid at two times (2x) the straight time hourly rate.

**5.03.00 Special Shift Work**

When work covered by this Agreement is of such a nature that it is not appropriate or practical to perform during the regular work day(s), then such work shall be performed as a "Special Shift" at a suitable time as designated by the employer. Employees performing work under this provision shall be paid at the Special Shift wage rate of 1.125x the straight time hourly wage rate.

**5.04.00 Multiple Shift Work**

When more than one shift is required, the first shift shall work eight (8) hours for eight (8) hours pay. The second shift shall work seven (7) continuous hours and receive eight (8) hours of pay and the third shift shall work seven (7) continuous hours and receive eight (8) hours pay at the employee's current rate of pay. No employee shall be required to work more than one shift during a twenty-four (24) hour period at shift rates.

## SECTION 6
## HOLIDAYS

**6.01.00 Holidays**

No "designated off-days" are recognized under this Agreement. The following are the recognized holidays: New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day and Christmas Day.

## SECTION 7
## RE-EMPLOYMENT

**7.01.00 Re-employment**

It shall be a contractual obligation of the employer signed to this Agreement to re-employ Movers, Packers, Craters, Helpers and Drivers who have been laid off, due to a lack of work prior to any new hires being employed.

## SECTION 8
## TRAVEL

**8.01.00 Travel and Subsistence**

Drivers and Helpers shall be paid at the regular schedule while in actual service, and shall receive meal and lodging when out of town overnight with a value of not less than forty-five dollars ($45.00).

## SECTION 9
## SUBCONTRACTING

**9.01.00 Subcontracting of Covered Work**

An employer who opts to subcontract covered work shall notify the Union of any such subcontractor. The employer acting as a subcontractor shall also be bound to this Agreement.

**9.02.00 Assumption of Covered Work Job**

In the event the employer takes over the performance of a contract covered by the terms of this Agreement from another entity, the successor employer shall notify the Union by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work. Failure to give such notice shall subject the successor employer to any liability for any delinquent fringe benefits of the predecessor entity through the grievance procedure in addition to any other claims which may arise because of such failure.

## SECTION 10
## GRIEVANCE PROCEDURE

**10.01.00 Grievance Procedure**

Any grievance arising under this Agreement shall be processed in accordance with the procedures established in Section 51 – Grievance Procedure of the 46 Northern California Counties Carpenters Master Agreement for Northern California.

## SECTION 11
## SHOP STEWARD

**11.01.00 Shop Steward**

The Union maintains the right to appoint one (1) shop steward. The shop steward will make every reasonable effort to perform their duties in a manner that does not unduly disrupt the work day.

## SECTION 12
## SICK LEAVE

**12.01.00 Sick Leave**

The parties agree that to the fullest extent permitted, this Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, effective February 5, 2007, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement.

In addition, this waiver shall apply to any other city, county or other local ordinance requiring mandatory paid sick leave that may be adopted during the term of this Agreement.

## SECTION 13
## BREAKS AND REST PERIOD

**13.01.00 Breaks and Rest Period**

The parties agree that the provisions of Section 22 of the Carpenters Master Agreement regarding meal, break and rest periods will be incorporated as part of this Agreement.

## SECTION 14
## TERM

**14.01.00 Term**

This Agreement shall remain in full force and effect from the 1st day of September 2015 through the 31st day of August 2017, and shall continue in full force and effect thereafter unless either party, not more than ninety (90) days nor less than sixty (60) days prior to the 31st day of August 2017, or not more than (90) days nor less than sixty (60) days prior to the 31st day of August of any subsequent year, serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.

Name & Title

Company Name

Company Address

Company City, State & Zip Code

Company Telephone Number

Company Fax Number

Local Union

Authorized Union Representative

Robert Alvarado, Executive Officer
Northern California Carpenters
Regional Council

William Feyling, Executive Director
Carpenters 46 Northern California
Counties Conference Board

# Attachment 10

# Prevailing Wage Determination

# Agreement between the Recology Sunset & Recology Golden Gate And Sanitary Truck Drivers and Helpers Union Local 350, IBT

# COLLECTIVE BARGAINING AGREEMENT

## 2012–2016

## BETWEEN

## RECOLOGY SUNSET & RECOLOGY GOLDEN GATE

## AND

## SANITARY TRUCK DRIVERS AND HELPERS UNION LOCAL 350, IBT

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## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into by and between SANITARY TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

### W I T N E S S E T H

It is the intent and purpose of the parties hereto that this Agreement promote and improve the industrial and economic status of the parties, provide orderly collective bargaining relations between the Employers and the Union, and secure a prompt and fair disposition of grievances so as to eliminate interruption of work and interference with the efficient operation of the Employers' business.

### SECTION 1. RECOGNITION

The Employers recognize the Union as the sole collective bargaining representative for all employees of the Employers working in the classifications hereinafter set forth, except and excluding the directors, office clericals, guards, and supervisors as defined in the National Labor Relations Act.

The Employers shall not subcontract any bargaining unit work currently being performed by bargaining unit employees.

### SECTION 2. NON-DISCRIMINATION

The Employers agree with respect to all hiring and employment decisions that there will be no discrimination or favoritism of any kind based on race, creed, color, sex, sexual orientation, religion, age or national origin or on the basis of physical or mental disability or medical condition as defined under the Americans With Disabilities Act and the California Fair Employment and Housing Act, or the FMLA, so long as the affected person is fully capable of performing all essential job duties.

### SECTION 3. UNION SECURITY

(a) It shall be a condition of employment that all employees covered by this Agreement shall apply for Union membership on or after the thirtieth (30th) day following the beginning of their employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment, shall maintain their membership in the Union in good standing. "Union membership" and "membership in good standing" shall mean for purposes of this provision the payment or tender of payment by the employee of the initiation fee and monthly dues uniformly applied by the Union pursuant to its Bylaws. In the event an employee shall not comply with his/her obligation under this provision, the Union shall so notify the individual, providing such information as is required by the National Labor Relations Act in such circumstances, and copy the Employers. Thereafter, if the employee fails to remove his/her

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delinquency within such period of time as the Union allows, but not less than ten (10) days, the Union shall so notify the Employers and the Employer shall terminate the employee forthwith.

(b) The Employers recognize the right of the Local Union to designate a job steward from the Employers' seniority lists. The authority of the job steward so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities: the steward, upon receipt of prior approval from the Employers, shall be allowed a reasonable time to investigate, present and process grievances on Company property without loss of time or pay during his regular working hours, and, where mutually agreed to by the Employers and the Union, off the property and at times other than during his regular working schedule without loss of time or pay. Time spent handling grievances during steward's regular working hours shall be considered working hours in computing daily or weekly earnings.

(c) The steward shall, whenever possible, investigate, present and process grievances after the completion of his daily duties. All employees, including the steward shall report to the proper Employer representative with any concerns regarding unsafe working conditions, including, but not limited to, hazardous material, defective equipment or dangerous access. No shop steward or employee may change a customer container, location of pickup, frequency of pickups, level of service without express authorization from Employer. All employees must report, promptly, any changes in service provided to customer. In the event the handling of grievances and the daily duties of the steward require more than a regular working day, the steward shall receive no extra compensation.

(d) This Agreement shall be binding upon all the parties hereto and their successors. In the event the operations of the Employers which are covered by this Agreement, or any part of said operations, are sold, transferred or assigned, the Employers shall require the purchaser, transferee or assignee to adopt and become a signatory to this Agreement for the duration of its term. At such time as the purchaser, transferee or assignee adopts and signs this Agreement, the Employers' obligations to the Union and to the employees shall cease and the Employers shall have no continuing liability hereunder.

(e) The Employers shall give notice in writing of the existence of this Agreement to any purchaser, transferee or assignee, with a copy to the Union, not later than the effective date of the sale, transfer or assignment.

## SECTION 4. EMPLOYERS' RESPONSIBILITY

It is recognized that in addition to other functions and responsibilities, the Employers have and will retain the right and responsibility to direct the operations of the Employers and in this connection to determine the assignment of all work to employees; the scheduling of routes and the methods, processes, and means of operation, to select, hire, promote, demote, and transfer employees, including the right to make and apply rules and regulations for discipline, efficiency, and safety, providing, however, that exercise of such rights shall not conflict with the following provisions of this Agreement.

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## SECTION 5. JOB CLASSIFICATION AND WAGE RATES

(a) All occupations to which employees within the respective bargaining units are or may be assigned are classified into categories listed below. It is understood that the determination and operation of the job classification is the function and responsibility of the Employers and placement of employees in any of the following classifications shall be subject to the requirements of the Employers. Job descriptions for each of the classifications which are covered by this Agreement and which are utilized by the Employers are set forth in Section 23 of this Agreement.

(b) Each employee will be assigned to a classification, the duties of which he/she is competent to perform and which generally reflects his normal work. The fact that a job classification is listed herein does not necessarily mean that it must be utilized by the Employers.

(c) Any employee assigned by his Employers to perform work for any other company shall, for the duration of such assignment, remain subject to the terms and conditions of this Agreement.

(d) Any dispute involving job classifications shall be settled in accordance with the procedures set forth in Section 16 hereof.

**WAGE RATES:**

| | 1/1/12 | 7/1/13 COLA 3.0%–5.0%* | 1/1/14 COLA 3.0%–5.0%* | 1/1/15 COLA 3.0%–6.0%* | 1/1/16 COLA 3.0%–6.0%* |
|---|---|---|---|---|---|
| Helper/Driver | 39.01 | COLA 40.18 | COLA 41.39 | COLA 42.63 | COLA 43.91 |
| Recycling Collector | 39.01 | Adjust to Fan 3 Wage w COLA 42.23 | COLA 43.50 | COLA 44.80 | COLA 46.15 |
| Commercial Driver | 41.00 | COLA 42.23 | COLA 43.50 | COLA 44.80 | COLA 46.15 |
| Route Leadperson Fantastic 3 | 41.00 | COLA 42.23 | COLA 43.50 | COLA 44.80 | COLA 46.15 |
| Shop Foreperson | 44.10 | COLA 45.42 | COLA 46.79 | COLA 48.18 | COLA 49.63 |
| Assistant Shop Foreperson | 42.64 | COLA 43.92 | COLA 45.24 | COLA 46.59 | COLA 47.99 |
| Mechanic/Truck Welder | 42.00 | COLA 43.26 | COLA 44.56 | COLA 45.89 | COLA 47.27 |

| | 1/1/12 | 7/1/13 COLA 3.0%–5.0%* | 1/1/14 COLA 3.0%–5.0%* | 1/1/15 COLA 3.0%–6.0%* | 1/1/16 COLA 3.0%–6.0%* |
|---|---|---|---|---|---|
| Shop Person | 39.36 | COLA 40.54 | COLA 41.76 | COLA 43.01 | COLA 44.30 |

*The dollar amounts shown for 7/1/13, 1/1/14, 1/1/15, and 1/1/16 are minimums, which assume a COLA increase of 3% each year.

The percentage increase above of three to five percent for the 7/1/13 and 1/1/14 adjustments and three to six percent for the 1/1/15 and 1/1/16 adjustments shall be referred to hereinafter as "floor/ceiling". Employer agrees that increases in wages shall be based on the BLS Consumer Price Index (BLS CPU-U) All Urban Consumers for San Francisco-Oakland San Jose area (1982-84=100) (hereinafter "Index") subject to the following conditions:

Employers shall determine the increase in the Index as follows:

For the increase effective July 1, 2013, the Employers shall apply the Index based on the period October 2011 to October 2012, subject to the Floor/Ceiling. For example, if the Index based on October 2011/October 2012 is 1.2%, the increase applicable July 1, 2013 shall be 3.0%. January 1, 2014, the Employers shall apply the Index based on the period October 2012 to October 2013, subject to the 2014 Floor/Ceiling. The increase in each year commencing January 1 thereafter shall be based on the same October to October test, as follows: 2015 shall be based on October 2013/October 2014, and 2016 shall be based on October 2014/October 2015 subject to the floor/ceiling applicable for that year.

The percentage increases above shall be based on the wage rate then in effect. For example, if the wage rate for Helper/Drivers in 2014 is $41.39/hour, and the Index for 2015 as determined above is 3.3%, the Helper/Driver hourly rate effective January 1, 2015 shall be $42.75. These increases shall be cumulative, and permanent.

Any Employee who is required to maintain a Class A drivers license for the purpose of performing work, shall receive the same wages as the Transfer Drivers in the Recology SF "Long Haul" CBA.

Employees in the Cart Department shall be paid at the Helper/Driver rate of pay; if the employee drives, he/she shall be paid at the Fan 3 rate of pay for all time spent driving/on the road.

When the need exists for a second person on a front loader route, the Company will pay the second person at the Commercial Driver wage rate. Second persons on rear loaders will be paid under the Helper Driver scale. All Drivers will be paid the Fan 3 rate of pay with the following exceptions: Recycling Drivers who will be paid under the Recycling Collector scale above until 7/1/13 at which time they will be paid according to the Fan 3 scale.)

The above rate for the Shop Foreperson of $44.10 was calculated at 5% above the $42.00 Mechanic Truck Welder rate. Beginning with the July 1, 2013 increase, the rates for the Shop

Foreperson set out above were calculated by applying the applicable COLA formulas to the $44.10 rate.

(e) New Hire Addendum

All employees who have completed six full months of employment as of January 1, 2012 will receive 100% of the hourly wage and benefits for their classification from that date forward. All employees hired after January 1, 2012 shall be hired under the following wage percentages which take precedence over any conflicting wage in the Collective Bargaining Agreement.

1. **Wages** - New hires shall work under the applicable percentage in the employee's classification.

| | |
|---|---|
| During 1st 12 months of employment | 80% of hourly wage |
| During 2nd 12 months of employment | 85% of hourly wage |
| During 3rd 12 months of employment | 90% of hourly wage |
| After completion of 36 months | 100% of hourly wage |

(f) Mechanic Certifications

A.S.E. Certified mechanics will receive a base hourly wage increase based on the level or levels of certification they obtain and maintain. This certification is available to the Shop Foreperson and Assistant Shop Foreperson, and Mechanics.

- 1st Level: Diesel Engine Certification 5%
- 2nd Level: Certified Master Technician T3, T4, T5, T6 & T8 5%

The Shop Persons who perform the work of a Lube Preventive Maintenance Person will receive a maximum base hourly wage increase of 3% if they pass the T8 test.

## SECTION 6. GUARANTEED HOURS AND REASSIGNMENT

(a) All regular employees shall be guaranteed eight (8) hours per day and forty (40) straight time hours of pay per week; provided such employees make themselves fully available for work; provided further, however, that such guarantees shall not apply to employees with less than one hundred twenty (120) calendar days of continuous service to the Employers.

(b) Upon completion of an employee's assigned route in less than eight (8) hours, the employee must report to the garage before going home. Any employee who is reassigned to perform any additional work (except missed pickups) shall be paid time and one-half for all such additional work.

(c) Any employee who, at the specific direction of the dispatcher, is assigned and performs work in a higher job classification shall receive the wage rate shown in Section 5 (above) for such higher classification for each day on which such work is assigned and performed.

(d) No Helper/Driver shall be required or allowed to perform said duties unless he is specifically directed to do so by the company official in charge of Route Leadperson. Any Helper/Driver who is directed to perform said duties shall be paid Route Leadperson wages for the actual time spent performing said duties.

**SECTION 7. HOURS OF WORK**

(a) Straight Time Hours

Forty (40) hours of work shall constitute the maximum straight time work week, provided that this section shall not be construed as limiting the number of hours of work any employee may perform at overtime wage rates.

(b) Overtime

All work performed in excess of eight (8) hours in any work day shall be paid for at the overtime rate of one and one-half (1-1/2) time the straight time rate. All work performed after twelve (12) hours in one day shall be paid at the double time (2X) rate of pay.

(c) Saturday and Sunday Work

All work performed on Saturday shall be paid for at the overtime rate of one and one-half (1-1/2) times the straight time rate, and any employees performing Saturday work shall be paid for not less than eight (8) hours.

All work performed on Sunday shall be paid for at the overtime rate of two (2) times the straight time rate and any employee performing Sunday work shall be paid for not less than eight (8) hours.

(d) The regular work week shall be Monday through Friday, inclusive.

(e) All shifts on Fridays that are required to perform Saturday work shall be scheduled after 6:00 p.m. and at the rate of Saturday rate of pay.

All shifts on Saturdays that are required to perform Sunday work shall be scheduled after 6:00 p.m. and at the rate of Sunday rate of pay.

All shifts on Sundays that are required to perform Monday work shall be scheduled after 6:00 p.m. and at the rate of Monday rate of pay.

(f) It is agreed that the Employers have the right to require employees to work overtime as needed and that employees may be held over after completion of their regular routes or shifts as needed. Call-out overtime (e.g. Saturday and Sunday overtime) shall be offered in

descending order of their seniority to employees who are qualified to perform the work required on the particular route. If the most senior qualified employee declines the offer, the overtime shall be offered to the next most senior qualified employee and so forth until the roster is exhausted; the least senior qualified employee shall be required to accept the call-out overtime assignment. In case of an emergency, the Employers shall have the right to depart from the foregoing seniority procedure and the employee designated to work the call-out overtime shall be required to perform the work. No employee will be allowed to work a double shift in violation of DOT policy.

(g) The Employers shall maintain seniority rosters of qualified employees and shall rotate overtime on a fair basis.

## SECTION 8. PAID HOLIDAYS

(a) The following shall be paid holidays under the terms of this Agreement and all eligible regular employees shall receive eight (8) hours straight time pay for each of such holiday in addition to pay received for work performed during the course of such holidays.

New Year's Day
Martin Luther King's Birthday
President's Day
Cinco de Mayo
Memorial Day
July 4th
Employee's Birthday
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(b) The total pay for a holiday received by regular employees shall be eight (8) hours straight time holiday pay plus an additional eight (8) hours pay at the overtime rate of 2 times the straight time rate of pay for any holiday actually worked: provided such employees work the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day following the holiday. If the employee works the holiday but does not work both the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day following the holiday, they will receive eight (8) hours straight time holiday pay plus an additional eight (8) hours pay at the straight time rate. The employee shall be excused from the requirement of working the day before and/or the day after if, upon either such day, the employee is absent on a leave of absence approved in writing by the Operations Manager, or his substitute, excused by evidence of a doctor's note, on vacation, on another holiday, or on account of any work related illness or injury sustained on the job or off the job. In any event, the employee must present verification of illness or injury satisfactory to the Employers. Payments for holidays shall be in strict conformity with this subparagraph (b), and all past practices by which employees of either Employer have in the past received payments which vary from the provisions of this subparagraph (b) are hereby abolished.

(c) With respect to all employees other than regulars, any employee who reports for work and is put to work more than ten (10) days in a calendar month shall be entitled to any paid holiday which occurs during that month.

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(d) If an employee's birthday falls on a regular working day for that employee, the employee will be allowed to stay home as long as the Employer can cover the work with its existing complement of employees. Any employee who desires to take his birthday off shall so notify the dispatcher five (5) days prior to his birthday. In the event that more than one employee desires to take the same day off as his birthday and the dispatcher is unable to allow all such employees to take the day off, the employee(s) granted the day off shall be selected on the basis of Company seniority; and if the remaining employees still desire to take a day off in lieu of their birthday, the dispatcher and each such other employee will select a mutually acceptable alternative date. In that event, the alternate date shall be deemed to be the employee's birthday for purposes of payment. If the employee takes his birthday off, he shall be paid a total of 8 hours at the overtime rate of 2 times the straight time rate. If an employee works on his birthday (except that in the case where an alternative date is selected as set forth above, the alternate date shall be considered to be the birthday), he shall be paid in accordance with paragraph (b) of this Section. It is understood between the parties that all regular employees are entitled to eight (8) hours pay for each holiday whether the holiday is worked or not, provided they are still generally eligible for benefits.

(e) If any of the above-mentioned holidays falls on Sunday, the following Monday shall be observed as a holiday; if any of the above-mentioned holidays falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls during an employee's vacation period, the employee shall be paid an additional day's pay.

(f) Notwithstanding the foregoing, there shall be no pyramiding of pay for holiday work.

(g) All holiday work must be assigned by seniority.

(h) All employees assigned to the City Can Routes shall perform their job on the holidays in that department as required.

## SECTION 9. VACATIONS

(a) All regular employees shall be entitled to a paid vacation following each year of continuous employment to be taken at a time agreeable to their Employers. They shall be entitled to paid vacations as follows: one (1) week after one (1) year of continuous employment; two (2) weeks after two (2) years of continuous employment; three (3) weeks after four (4) years of continuous employment; four (4) weeks after seven (7) years of continuous employment; five (5) weeks after twelve (12) years of continuous employment; six (6) weeks after twenty (20) years of continuous employment; seven (7) weeks after twenty-five (25) years of continuous employments; and eight (8) weeks after thirty (30) years of continuous employment. Time off as a result of an industrial injury shall be credited as time worked for purposes of this section.

(b) All vacations shall be subject to the qualifying requirements of the Company.

(c) Employees shall be required during December of each year to sign up for their vacation dates for the coming year in accordance with the following procedures:

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(i) During the first week of December the Employers shall notify all employees that the vacation sign-up will occur during the last two (2) weeks in December, Employees may sign up for vacation through a written proxy. The employee's vacation will be recorded at the time he/she would normally sign per seniority. In the event that any weeks) are unavailable, the employee will be allowed to sign in person per part (iv).

(ii) During the last two weeks in December, the Employers will assign a date for each employee to meet with the Dispatcher for the purpose of signing up for the employee's vacation preferences. The date for meeting with the Dispatcher shall be assigned on the basis of departmental seniority, with the employee in the department having the most Company seniority being given the opportunity to sign up first, and so forth;

(iii) Any employee who fails to show up on the date assigned will be allowed to sign up for a later date, but will not be entitled to bump other employees who signed up timely. In such event, the Employers shall attempt to accommodate the employee's first choice of vacation dates, but the Employers retain the sole discretion to require the employee to choose from other available dates.

(iv) The Employers guarantee that if an employee is sick or otherwise off work at the time he is supposed to sign up for his vacation, the Employers will allow the employee to sign up at the time such employee returns to work

(v) An employee who has already signed up may change his prior choice of vacation dates, but only after consulting with his Employer and reaching a mutually satisfactory agreement. The Employers, insofar as is practicable, will grant employees vacation on the dates selected by the employees.

It is also agreed that employees will have the option to work part of their vacations rather than take time off. This option is available for any weeks in excess of three (3) weeks that the employee has earned. If an employee desires to exercise said option, he must communicate his desire during the sign-up in December of the year preceding the vacation year. Once the employee has decided to cash out excess vacation, said vacation checks shall be issued during the month of February.

(vi) In the administration of the provisions of these vacation scheduling procedures, there shall be absolutely no bumping of employees already signed up, regardless of seniority, unless agreed to by the employees involved in the individual change being requested.

## VACATION SCHEDULE

## GOLDEN GATE DISPOSAL & RECYCLING COMPANY EMPLOYEES
## GARBAGE ROUTE

January to middle of June - 10 per week
Middle of June to middle of September - 10 per week
Middle of September to end of the year - 10 per week

### DEBRIS BOX DEPARTMENT

January to middle of June - 3 per week
Middle of June to middle of September - 4 per week
Middle of September to end of the year - 3 per week

### FRONT LOADERS

3 per week all year

### SHOP DEPARTMENT

Mechanic/Truck Welder - 3 per week
Shop Person - 2 per week

## SUNSET SCAVENGER COMPANY
## GARBAGE ROUTE

January to June 15th - 20 per week
June 15th to September 15th - 20 per week
September 15th to the end of the year - 20 per week

### DEBRIS BOX DEPARTMENT

January to June 15th - 3 per week
June 15th to September 15th - 4 per week
September 15th to the end of the year - 3 per week

### FRONT LOADERS

3 per week all year

### SHOP DEPARTMENT

Mechanic/Truck Welder- 4 per week
Shop Person - 2 per week

### CART DEPARTMENT

2 per week

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(vii) In the event there is a conflict between a mechanic's vacation and his night shift obligations, the mechanic will try to arrange a voluntary switch with another mechanic. In the event that the switch cannot be done on a voluntary basis, the lowest mechanic on the Seniority List will be required to switch.

(d) If upon termination, an employee has completed less than a full year of continuous service from his last anniversary, the employee shall be paid pro rata his accumulated vacation based on the number of months worked since his last anniversary.

(e) No employee shall be allowed to take more than four (4) consecutive weeks of vacation, except that an employee who furnishes proof that he is going to go out of the country for his vacation and that he needs additional time off may request more than four (4) weeks. The additional time shall be granted upon satisfactory proof.

(f) Vacation pay shall be computed and paid at the classification in which the employee worked the most hours in the preceding calendar year. This shall not apply where an employee has successfully "bid into" a new classification. In that instance, vacation pay shall be paid at the classification rate which the employee bid into.

(g) All employees who retire pursuant to the Employers' pension plan during any month of the year shall be entitled to receive their full vacation pay in the event that such employee did not take their vacation-time allowance off during the same year.

(h) No Employee shall be charged vacation (during any absence) day except when approved by the individual employee. This paragraph does not change the requirements/qualifications for vacation scheduling, use, and approval.

(i) The Company commits to make sufficient slots available at Vacation Sign Up to allow all employees to sign up for all their vacation during the calendar year.

**SECTION 10. SICK LEAVE**

(a) Each regular employee shall be entitled to take up to twelve (12) days paid sick leave per year. As used herein, the term year means a period from January 1 to January 1 during the life of this Agreement.

(b) An employee shall be entitled to receive pay for a sick day commencing with the first day of each illness; provided, however, that he must furnish satisfactory medical verification of each said illness if requested. Any employee absent due to illness for only one day will not be requested to provide a medical certificate to be paid.

(c) On the first payday following January 1, of each year each employee shall receive a day's pay for each unused day of sick leave. Said pay shall be at the wage rate which was in effect during the period in which the unused sick leave was accrued.

(d) There shall be no accumulation of sick leave from year to year.

(e) No Employee shall be charged a sick day (during any absence) except when approved by the individual employee. This paragraph does not change the requirements regarding the use of sick days.

## SECTION 11. MAINTENANCE OF BENEFITS

(a) If an employee is off work due to illness or injury on state disability, any benefit, except health and welfare insurance, due him or her under the Collective Bargaining Agreement shall be paid for a maximum of six (6) months. The contract provides disability insurance which begins after the employee has been disabled for one hundred eighty (180) days. Health and welfare benefits shall continue for a maximum of twelve (12) months. Any employee being paid under workers compensation laws are not subject to these limitations. Benefits to employees being paid under workers compensation laws shall terminate at the conclusion of the workers compensation proceeding. No employee shall suffer a reduction of his or her hourly wage by the implementation of this Collective Bargaining Agreement.

(b) Health and Welfare. Effective on the first of the month following ratification of this Agreement, employees who work eighty (80) or more hours per month will receive the Recology Health, Life and Long-Term Disability Package. The Employers may modify said package from time to time, upon notice to the Union, but guarantees that the level of benefits included in the package will not be reduced during the term of the Agreement unless required by law. Further, during the term of this contract there will be no monthly employee premium contribution for the employee to participate in the Aetna EPO Plan, Aetna PPO Plan, Kaiser HMO Plan or HealthNet HMO.

(i) Effective July 1, 1997, the Kaiser HMO Plan and HealthNet will be changed so there will be no co-pay for doctor visits.

(ii) Effective January 1, 2007, the annual maximum for dental benefits in the dental indemnity plan will increase from $3,500 to $4,000.

(iii) Effective January 1, 2005, with the exception of Aetna, the maximum number of chiropractor visits in Kaiser will be forty (40) per year and HealthNet will be fifty (50) per year.

(iv) Effective January 1, 2007, the eyeglass frame allowance for the Aetna vision plan will be increased from $100 to $200.

a) Allowances in the other health plans are as follows:

(1) Kaiser eyewear allowance: $200.

(2) HealthNet eyeglass frame allowance: $100.

(v) Effective January 1, 2002, the lifetime orthodontic maximum in the dental indemnity plan will be increased from $2,000 to $2,500.

(vi) This agreement supersedes the San Francisco Healthcare Accountability Ordinance and the San Francisco Healthcare Security Ordinance and the Union hereby waives any additional rights or benefits employees covered by this agreement may have under these laws if either or both were legally applicable or subject to waiver.

(c) Supplemental Payment. The Employers shall pay $75.00 per week to each employee who is off work on account of illness or injury; provided, however, that there shall be no payment for the first two (2) weeks of absence.

(d) Retiree Health Plan. Effective January 2007 (December hours/January Contributions) the Employers shall participate in the Teamsters Benefit Trust (TBT) by contributing to the Retirement Security Plan ("RSP"), a retiree health plan, on behalf of each employee who has passed their probationary period and who works eighty (80) hours or more per month. The Employers shall submit the RSP monthly contribution rate as determined by the TBT Board of Trustees on behalf of all active members subject to this Agreement and shall pay a supplemental RSP monthly contribution as determined by the TBT Board of Trustees for purposes of making the RSP comparable to active employee coverage for Rule of 84 Retirements as described in paragraph (k) up to the retiree's 65th birthday. Said supplemental RSP premium shall not exceed 10% of the standard RSP GOLD premium through 12/31/15 and shall not exceed 12% of the standard RSP GOLD premium thereafter. The Employers shall maintain both the standard and supplemental components of the RSP benefit for the duration of this Agreement.

For purposes of their participation in the RSP the Employers hereby adopt the TBT Agreement and Declaration of Trust and agree to accept the TBT Subscriber's agreement providing for participation in the RSP.

(e) Pension Plan. The Employers shall continue to maintain a pension plan for all eligible employees. The designation of the plan for employees hired prior to January 1, 1989 and employed by Golden Gate Disposal Company is the RECOLOGY INC. DEFINED BENEFIT PENSION PLAN. The designation of the plan for employees hired prior to January 1, 1989 and employed by Sunset Scavenger Company was the ENVIROCAL, INC.—RETIREMENT PLAN. The ENVIROCAL, INC. RETIREMENT PLAN was merged with and into the RECOLOGY INC. DEFINED BENEFIT PENSION PLAN and remains a separate benefit structure under that plan. Employees hired by either Company on and after January 1, 1989 shall be participants in the RECOLOGY DEFINED BENEFIT PENSION PLAN, and not in the other plans mentioned above. The current trustee of the pension plan is Prudential Bank and Trust Company, FSB, and the Employers may change trustees at any time.

The earnings upon which pension benefits under each plans shall be determined, shall be those earnings defined in each plan.

(f) For eligible employees who retire under the terms of the pension plan on or after January 1, 2000, the multiplier in the RECOLOGY—DEFINED BENEFIT PENSION PLAN shall be 1.6% and the multiplier in the ENVIROCAL benefit structure under the RECOLOGY INC. DEFINED BENEFIT PENSION PLAN shall be 1.75%. These multipliers for eligible

employees will be used for all years of Benefit Service. Effective January 1, 2001, employees who are participants in the RECOLOGY DEFINED BENEFIT PENSION PLAN who are represented by Teamsters Local No. 350 and who accrue the RECOLOGY benefit will have their retirement benefits calculated using a maximum Benefit Service of 40 years, and their maximum benefit will be $4,166.67 per month. Plan Compensation does not include any compensation earned after 40 years of Benefit Service. Participants who accrue the ENVIROCAL benefit will continue to have their retirement benefits calculated using a maximum Benefit Service of 40 years, their maximum benefit will be $4,166.67 per month, and Plan Compensation does not include any compensation earned after 40 years of Benefit Service.

(g) Starting with the Pension Plan Year beginning 10/01/2012, and for the term of any successor agreement(s), Recology Inc. will increase its annual contribution to the Recology Defined Benefit Pension Plan so that (by generally accepted actuarial standards) the plan is projected to be funded at 90% no later than September 30, 2016. "90% funded" for this purpose shall be measured by taking the market value of plan assets and dividing by the actuarially determined accumulated benefit obligation (ABO) on the Company's pension plan disclosure at the end of the prior plan year. In order to obtain this 90% funded status, the Employers agree to make an average annual contribution of $18 million until the 90% funded status is reached. In addition to the annual average contribution of $18 million an additional average contribution of $7 million will be made each plan year (for a total average contribution of $25 million per plan year over the term of this Agreement), or such lower amount to bring the funded status up to 90%, but the total contribution for the plan year shall not exceed the maximum deductible under the Internal Revenue Code. "Average" for purposes of the Employers' funding obligation is not intended to (1) change the Employers' overall funding obligation but to recognize that the Employers may contribute more than $25 million in one year and less than $25 million in another; or (2) allow the Employers to backload this funding obligation on the later years of this agreement. As long as the Plan is at the 90% funded level as described above, no contributions in excess of ERISA minimum contributions will be required by this Agreement.

(h) In addition to the 90% funding obligation described in the preceding paragraph, effective October 1, 2015 the funded percentage of the Recology Defined Benefit Plan shall be no less than 80% as defined by the Adjusted Funding Target Attainment Percentage as that term is defined by the Pension Protection Act of 2006. At the conclusion of each plan year, the Employers shall allow an independent actuary to review information and data actuarially necessary to determine the Plan's funded status. Such review shall be performed by Milliman USA (or such other qualified actuary designated by the Union).

(i) The Union may designate one individual to be appointed by the Recology Board of Directors to the Recology Pension Committee. Such individual must be competent in pension matters, be willing to carry out the fiduciary duties under ERISA, and be approved and appointed by the Recology Board of Directors.

(j) The parties acknowledge that, (a) although this Agreement applies to Recology subsidiaries Golden Gate Disposal and Sunset Scavenger, the funding obligations described in this paragraph (g) are assumed by parent corporation Recology, Inc., and (b) these funding obligations are intended to reach the targeted funded percentages listed for purposes of the

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Recology Defined Benefit Plan in its entirety, not simply the Golden Gate Disposal and Sunset Scavenger benefit structures within that Plan.

(k) Rule of 84 Retirement. Effective January 1, 1998, when an Employee reaches the age of fifty-four (54), and the Employee's age when combined with the total years of contributory service exceeds eighty-four (84), the Employee shall meet the age and contributory service requirements to retire with one hundred percent (100%) of the pension benefits. Employees who choose to exercise this early retirement option after September 2012, shall not be eligible to participate in the Employer's health plan but shall instead be eligible to participate in the Teamsters Benefit Trust's RSP and Supplemental Retirement Security Plan, referenced above, according to the eligibility requirements of that plan (with the exception of those former Envirocal Noteholders, who are entitled to coverage under the Employer's plan by separate contractual undertaking).

It is understood between the Parties that employees who choose to retire prior to October 2012 as Rule of 84 Retirees shall continue to participate both in the Employer's health plan up to age 65 and TBT's RSP plan.

## SECTION 12. FUNERAL LEAVE

Each employee shall be entitled to receive up to eight (8) days' paid funeral leave (or nine (9) days if the employee is required to travel outside of the State of California) on each occasion of the death of a grandparent, grandchild, mother, father, grand-parent-in-law, mother-in-law, father-in-law, sister, brother, spouse or child. The Employers agree that once the employee satisfies his Employer, with proof of death, the funeral leave will automatically be paid without delay.

## SECTION 13. UNIFORMS AND EQUIPMENT

(a) Packing Can: It is understood that most rubbish collection employees employed by Golden Gate Disposal Company do not utilize packing cans. Should the need arise on any route, Golden Gate Disposal Company agrees to supply an appropriate packing

Sunset Scavenger Company shall supply and maintain, within each twelve-month period, one standard packing can, 24 inches in diameter, with wheels, carrying handle and dumping handle, for each employee who is required to use one on the route.

Each employee of the Employers to whom a can is furnished is responsible for any damage to it which is the result of the negligence of the employee. In the event a can is lost or damaged beyond repair, the can must be replaced by the employee at his own expense. Before a replacement can is issued, the employee seeking a replacement at the end of the twelve-month period must turn in his old can.

(b) Rain Gear: The Employers shall furnish each contract year, at Company expense, rain gear when required for route employees, not to exceed one set every year. In the event the rain gear is lost or damaged beyond repair before the expiration of the one-year period, the employee must replace it at his own expense.

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The Employers will maintain an adequate number of sets of rain gear in the shop for use as needed by shop personnel.

(c) Uniforms: The Employers will furnish to each regular employee, including shop, five (5) sets of uniforms in February of each year. The Employers shall also furnish for use by shop personnel an adequate supply of coveralls. All employees working outside the facility must have their high visibility vests as the outermost garment.

(d) Work Boots: Employers agree during January of each year during the term of this Agreement to pay each regular employee $200.00 to be used for the purpose of purchasing work boots. Work boots shall be substantial in quality and of the type customarily worn by garbage collectors and shall be in reasonably good condition. Employees will not be allowed to wear excessively worn boots or unsafe footgear.

(e) Safety Equipment: The Employers shall maintain for use as required by shop personnel an adequate supply of safety equipment such as welding masks, hard hats, dust filters and such other devices as may be required by law or regulation. Safety bonus that were paid separately in prior contracts are now computed in the hourly wage as set forth in Section 5.

(f) Hand Tools and Insurance: Shop personnel must provide all their own hand tools. The Employers agree to provide adequate insurance to compensate shop personnel for losses as the result of theft or other casualty. Such compensation shall be by replacement of the tool and not by cash.

(g) Gloves: The Employers will furnish fifteen (15) pairs of working gloves per year to route employees.

(h) No Cash Allowance: Except as provided in subparagraph (d), above, there shall be no cash allowance given to any employee in lieu of the receipt by him of any of the items provided for in this Section 13.

(i) Employees are required to wear their uniforms and work shoes at all times during working hours. Any employee who violates this requirement shall be sent home without pay and shall receive a warning letter.

## SECTION 14. NO STRIKES OR LOCKOUTS

It is agreed that there shall not be any stoppage of work either by strike or lockout by the Union or the Employers during the life of this Agreement. It shall not be deemed a violation of this Agreement or cause for discharge for any employee to honor any picket line authorized by the Joint Council of Teamsters having jurisdiction in the territory where the picket line is in effect, and no employee shall be discharged or discriminated against for Union activities or upholding Union principles.

## SECTION 15. DISCHARGES AND SUSPENSIONS

(a) Employees shall be subject to discharge for dishonesty, intoxication, willful insubordination, recklessly negligent performance of duties, competing with Employers, without

prior warning or notice. Discipline for other matters such as, but not limited to, habitual tardiness, failure to report for work, neglect of duty, and violation of published company rules and regulations shall require a written warning to the employee and any similar offenses occurring after two prior warnings and within six (6) months of the last warning shall be grounds for discharge. Discipline for absenteeism and tardiness shall be tracked separately from other offenses for purposes of discipline. All warning letters may not be used for disciplinary action if said warning letter is more than six (6) months old. Copies of all warnings must be sent to the Union.

(b) Any suspension for more than five (5) days is governed by the same procedure as that required for discharges. A suspension of five (5) days or less may be given without notice but shall not be given without just cause. A notice of suspension of less than five (5) days shall be sent to the Union and shall constitute a written warning within the meaning of subsection (a) hereof.

(c) Probationary employees are subject to discharge for any reason deemed sufficient in the sole discretion of the Employers.

## SECTION 16. SETTLEMENT OF DISPUTES

(a) Disputes: In the event that a dispute arises during the term of this Agreement regarding the interpretation or enforcement of any section of this Agreement, or the terms or provisions of written agreements supplementary to this Agreement, the matter in dispute in all its particulars shall be set forth in writing by the complaining party and served upon the other. If the dispute is not settled by the parties within ten (10) working days following the receipt of such written notice, or within such extended time as may be agreed upon, the dispute shall be referred to the Federal Mediation and Conciliation Service. No change in this Agreement, or interpretations resulting from a Federal Mediation and Conciliation Service or arbitration proceeding hereunder, will be recognized unless agreed to by the Employers and the Union.

(b) FMCS: If the dispute is not settled by the parties within ten (10) working days following the receipt of such written notice or within such extended time as may be agreed upon, the dispute may be referred to the Federal Mediation and Conciliation Service (FMCS) in accordance with subsection (b) hereof. Written notices given under this provision may be transmitted by telefacsimile (fax). If the United States Postal Service is used for notice, the post-marked date will be the date upon which service is effective.

(c) Arbitration: In the event that a resolution of a dispute regarding the interpretation or enforcement of any of the sections of this Agreement, or the terms or provisions of written agreements supplementary hereto, is not reached at the FMCS step, the dispute shall, upon the request either of the Union or the Employers, be submitted to a neutral arbitrator mutually selected and agreed upon, whose decision shall be final and binding.

(d) Selection of Arbitrator: Unless the parties can otherwise agree upon an arbitrator, a list of arbitrators shall be requested from the Washington, D.C. Office of the Federal Mediation and Conciliation Service. After a toss of a coin to decide which party shall move first, the Employers' representative and the Union representative shall alternatively strike one name from

the list until one name remains and such person shall be the arbitrator for the determination of the case. The next to the last name stricken shall be the alternate arbitrator, and so on. The arbitrator shall have no right, power or authority to add to, subtract from, alter, amend or change any term or provision of this Agreement. Discovery procedures as permitted under California Law are permissible.

(e) Cost of Arbitration: Each party shall bear its own expense in presenting the case to the arbitrator. The expense of the arbitrator and of the reporter, if any, shall be divided between the parties hereto. The Employers agree to pay a sum equal to but not greater than one-half of said expense, and the Union agrees to pay a sum equal to but not greater than one-half of said expense. Each side shall bear its own expense of producing witnesses, experts, interpreters and the like.

(f) No Interruption of Work: There shall be no interruption of work during the settlement of a dispute.

## SECTION 17. CHECK-OFF SYSTEM AND CREDIT UNION

(a) The Employers agree to recognize all written authorizations from Union members authorizing the deductions for their compensation of all uniformly required dues for the period of authorization which, in any event, shall be irrevocable for a period of one year. The Employers do not agree to deduct initiation fees, assessments or other exactions imposed by the Union unless the expense to the Company is paid by the Union. All deductions made pursuant to this Agreement shall be deducted from the employee's second payroll check of the month and shall be transmitted to the office of the Union by the twenty-eighth (28th) day of the same month. In the event the amount of said deductions is not transmitted to the office of the Union by the 28th day of any month for some reason beyond the Employers' control (for example, the fact that a particular pay period ends on or close to the 28th day), the Employers shall have a reasonable time within which to make said remittance. In no event shall the Employers' failure to make timely remittance be deemed by the Union, for any purpose whatever, to be a default in the timely payment of dues by any Union member.

(b) The Employers shall make credit union deductions from employee paychecks and transmit the amounts deducted to the employee's credit union upon receipt of authorization and designation duly executed by the employee; provided, however, that the deduction so authorized is a fixed sum each payday and the amount is not changed by the employee more frequently than once a year.

(c) DRIVE Deduction: (Upon ratification) the Employers agree to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employers of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly/bi-weekly basis for weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

Employers shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf

a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employers annually for the Employers' actual cost for the expenses incurred in administering the payroll deduction.

## SECTION 18. PAST PRACTICES

(a) The parties agree that during the term of this Collective Bargaining Agreement, all past practices shall continue provided they are consistent, well-defined and have been repeatedly followed by both parties, over a reasonable period of time without objection. Both parties agree that during the term of this contract to meet as often as needed to list all past practices that currently exist.

(b) No past practice which may subsequently be determined to constitute a discriminatory employment practice shall be maintained; provided further, that should any provision of this Agreement or any practice maintained in effect pursuant to this Agreement be required to be terminated, modified or amended in any way by an order of any court of competent jurisdiction, the parties hereto agree that they will forthwith make whatever changes, modifications or amendments as required to be made to this Agreement or said practice by the order of said court.

## SECTION 19. CASUAL AND EXTRA EMPLOYEES

(a) The parties recognize that the Employers have a need for casual and/or extra employees to replace employees who are sick, on vacation or who for other reasons do not report for work. Accordingly, the Employers shall establish a pool of persons who are available for such work. A list of such individuals shall be maintained by the Employers, arranged sequentially in accordance with their first day of work, and shall be updated as needed for accuracy.

(b) Available extra work, including vacation relief, shall be assigned by seniority from the list of casuals in the order that such casuals appear on the list. When a casual completes the assignment, he shall be returned to his place on the casual list for further work assignment.

(c) The Employers shall have the right to eliminate names from the casual list on the basis of unreliability, poor work performance, or for other legitimate reasons. The grievance procedures of this Agreement shall not be available to casuals because they have been eliminated from the list, except as provided in paragraph (d) below.

(d) New registrants on the casual list shall be considered on probation, and shall not acquire seniority until they have completed one hundred twenty (120) calendar days. Upon achieving seniority, a casual shall be entitled to use the grievance procedures of the Agreement. The Guaranteed Hours provision of the Agreement shall not be applicable to casuals or extra employees.

(e) Casuals shall not be used in the manner that deprives regular employees of reassignments under Section 6(b) of this Agreement.

(f) Casual employees who have acquired seniority shall accrue vacation pay and sick leave on a pro-rata basis, and those who work at least 80 hours or more in a month will also be eligible for Recology Health and Welfare benefits. Casual employees shall receive the same benefits as regular employees after two years of employment as a casual.

(g) Vacancies in regular employment shall be filled from casuals who have achieved seniority, in the order that their names appear on the casual list. In the event of layoff of regular employees, they shall have the right to be included at the top of the casual List, in accordance with their seniority. Their recall rights under this Agreement shall remain intact while performing work as casuals. Such laid off regular employees shall receive the full contractual rate of pay while working off the casual list.

## SECTION 20. STARTING TIME

(a) Changing of established starting times shall be at the discretion of the Employers, with notice of any such change posted on the bulletin board at least 24 hours in advance. Said posting requirement applies only to general changes in shift starting times and does not apply to changes in individual starting times which may from time to time be required.

(b) It is understood that all routes that ordinarily leave the garage before 6:00 a.m. are considered to be night routes. All routes which ordinarily leave the garage at or after 6:00 a.m. are morning routes.

## SECTION 21. COFFEE BREAKS

All employees shall each day be entitled to take two (2) paid coffee breaks of fifteen (15) minutes each. An unpaid lunch break of thirty (30) minutes at as near to mid-shift as possible is also permitted.

## SECTION 22. SENIORITY AND LAYOFFS

(a) Separate Seniority: It is understood and agreed that the seniority provisions of this Agreement shall apply separately to Golden Gate Disposal Company and to Sunset Scavenger Company. It is further understood that said seniority provisions shall also apply separately to the Shop Departments and the Garbage Collection Departments of each Employer and to the Curbside Recycling Program Department at Sunset Scavenger Company and that said departments shall be considered as distinct entities for purposes of the application of these provisions.

(b) Attainment of Seniority: Seniority shall not apply to an employee until he shall have been employed for one hundred twenty (120) calendar days. Upon attainment of seniority, an individual shall be considered a regular employee.

(c) Application of Seniority: In the reduction of forces due to the slackness of work, the last employee hired shall be the first employee laid off and in rehiring, the last employee laid off shall be the first employee re-hired until the list of former employees is exhausted, provided, however, that seniority shall be broken, and there shall be no re-hire right, after an employee has been on layoff for a period of six (6) consecutive months due to lack of work.

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(d) Seniority List: The Employers shall maintain master seniority lists of all employees covered by this Agreement and provide the Union with a copy.

(e) The Employers shall not lay off any seniority employee without proper justification.

(f) Re-Hire Procedure: In the event of a layoff, an employee so laid off shall be restored to duty according to seniority.

(g) Filling All Positions: Seniority shall be adhered to in filling positions under this Agreement. Employees working other classifications under the jurisdiction of this Agreement shall be given reasonable trial of up to one week on the basis of seniority to qualify for and accept such positions. Upon request by the employee, the Company shall grant the employee an additional week of training for an accepted position. Employee may only try and reject one route in a twelve month period. Employee may bid on an additional route but must accept the route without the trial period. Training will be provided on the accepted route.

(h) Vacancies: All jobs and classifications will be subject to a direct bid. Wherever a permanent vacancy occurs, it shall be posted for a period of ten (10) working days, during which interested employees shall be entitled to bid on the vacancy. At the conclusion of the posting period, the Employers shall award the position to the most qualified bidder with the greatest seniority. The Employers shall establish a separate telephone system that provides up to date voice mail that provides route openings/vacancies. Any employee who is absent during these postings/vacancies shall notify the Company of their interest by contacting the Company immediately. Any employee who is absent during the awarding of the new vacancy shall be notified by the Company of their turn to accept/reject such vacancy, and they will be required to give their decision on the vacancy in a timely manner.

The Company shall post all vacancies at all time clock locations within two (2) weeks after such openings become available.

All future vacancies in commercial route positions such as front-end loader drivers, debris-box drivers and any other classifications in the commercial department shall be posted on the bulletin board to allow all employees qualified to bid for such vacancies.

Any employee who successfully bids for and is assigned to fill any vacancy shall not be eligible to bid on another vacancy for one year after he/she is so assigned, except that this limitation shall not prevent an employee from bidding on a vacancy in a higher classification.

(i) Temporary Vacancies: All temporary openings shall be awarded by seniority within the Floater Pool, defined as regular employees that do not have an assigned route, and with refusal rights by each employee. If no employee accepts the assignment, the Company shall appoint the least senior employee in the Floating Pool. Such temporary openings shall be posted within (1) week of the job opening, and shall be awarded in accordance with Section 22 of the CBA. The definition of a temporary vacancy is when an employee is off of work due to illness, injury, approved leave, or any absence of three (3) weeks or more. Any driver within the Floater Pool who selects or is assigned such a route shall remain in this position until the regular employee returns. The driver shall be returned to the Floater Pool in accordance with his/her

seniority upon completion of such an assignment. Such an employee may bid on permanent vacancies during this period.

(j) Job Seniority in Reassignment: Twenty (20) working days in a thirty (30) day period will establish seniority in a classification, except that employees assigned to cover temporary assignments such as vacation relief or temporary leaves of absence shall not acquire seniority in the classification to which they are temporarily assigned, no matter how long a period the assignment covers. An employee does not gain seniority in a classification except in the situation where the employee has been permanently assigned as the result of a permanent bid.

When an employee, at his own request, is placed in a lower paid classification, he shall be paid at the rate of the lower classification In the event the Employers have to cut down on any of the operations, they will have the right to reassign any employee to a lower classification without being obligated to pay the higher rate of pay. Seniority will be observed in such reassignment.

(k) Reduction in force protection: No employee employed under this agreement on the date of ratification will be laid off or removed from the bargaining unit as a result of a reduction in force through December 31, 2016; provided, however, that this paragraph shall not apply in the event of a reduction in force caused by an act of God, terrorist action, loss of any City contract, or a successful challenge to the 1932 Initiative Ordinance. Such losses shall be verified.

(l) Removal of routes: In the event that route reductions are implemented, the seniority of the employee(s) on the removed route(s) will be compared to the remaining employees in that classification with a steady route(s). The senior displaced employee(s) has the option to assume the Route(s) of the least senior employee(s) in that classification. If the senior employee(s) exercise his/her option then, the least senior employee(s) within the affected classification with the steady route will be moved to the floater department in accordance with his/her seniority. The more senior employee(s) from the displaced route(s) will then be allowed to assume those route(s). The change of status form will indicate the effective change date of transfer. Additionally, if the senior employee(s) does not exercise his/her option to assume the least senior employee's route then he/she will be assigned to the floater department. Any option to assume an existing route under this provision is limited to those displaced employees without any trial period (except for directions) as time is of the essence to minimize customer disruption.

## SECTION 23. DESCRIPTIONS

1. Helper/Driver: The second man on rear loader routes. Shuttles garbage collection truck from house to house and collects garbage and refuse; washes truck inside and outside.

2. Shop Person: Performs all duties in the shop assigned to him or her by a supervisor or a leadperson. The duties shall include, but not be limited to, those performed by Parts Room Persons, Lube/Preventive Maintenance Persons, Tirepersons and Container Shop Persons.

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3. Mechanic/Truck Welder: Performs all mechanical, truck welding and truck painting duties necessary for fleet maintenance, as assigned to him by a supervisor or leadperson in the shop.

4. Commercial Driver: Drives drop-box, front-end loader, long-haul equipment, bin-truck, from city routes to transfer station and in the case of long haul equipment, from transfer station to disposal site. Responsible for truck and route; and drives truck to and from the dump.

5. Route Leadperson/Fantastic 3: Maintains route services, customer relations and principal revenue collections and rate adjustments. Has to also be able, when situation requires, to perform physical work on the route such as driving truck or collecting refuse. Responsible for truck and route; and drives truck to and from the dump.

6. Shop Foreperson: The Shop Foreperson is responsible for the repairs to all the equipment; is directly in charge of the Shop Employees and oversees the purchase of parts.

7. Assistant Shop Foreman: The Assistant Foreperson helps the Foreperson in his daily duties and takes over for him in his absence.

8. Recycling Collector: All Recycling Collectors must possess a California Class A or B Commercial drivers license; are required to drive a specialized 30-foot recycling collection vehicle assigned by the Company; collect all recyclable materials either placed at the curb, in an apartment house or combination of the two on an assigned route as established by management and the City and County of San Francisco; are responsible for accurate documentation of general route information including participation rates, route conditions and vehicle data as prescribed by management; other duties as required. Responsible for truck and route; and drives truck to and from the dump.

## SECTION 24. JURY DUTY

Any employee scheduled and who is summoned and reports for jury duty shall receive the difference between jury pay and his regular daily rate of pay for each day for which he reported for jury duty and on which he would normally have worked.

## SECTION 25. EXTRA CONTRACT AGREEMENTS

The Employers agree not to enter into any agreement or contract with their employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

## SECTION 26. SUBSTANCE ABUSE

The Employer's Substance Abuse Policy provides that employees who test positive pursuant to Department of Transportation guidelines shall receive a one (1) month suspension and, upon execution of a Return to Work Agreement, be reinstated to their position without loss of seniority. In the event the employee needs additional time, the Employer agrees to allow all employees to complete their rehabilitation program up to three months, as directed by the treating physician and/or counselor without loss of seniority.

During the period that the person is suspended, the Employer will pay for COBRA (medical, dental, EAP) coverage provided that the employee has elected to accept COBRA coverage within the required time period.

## SECTION 27. DRIVER LICENSES

(a) All employees must be in possession of a valid California Drivers License of the proper class needed to perform the employee's job duties.

(b) All employees who lose their license for a non-medical reason shall be suspended until such time as the employee obtains a current Drivers License. During this lay-off, the employee may use any accrued but unused vacation time. If the employee is unable to obtain a license within thirteen (13) months of the suspension, the employee shall be discharged. The employee shall be responsible for paying the COBRA premium for his/her health benefits after the first (6) months.

(c) Employees who lose their license due to a medical condition will use their best efforts to have the license reinstated. The Employers agree to make all reasonable accommodations, as defined by law, for the employee to continue to work. Any employee working without a license on the effective date of this Agreement shall continue in that capacity, provided the employee makes best efforts to become licensed.

(d) The employees agree to be in compliance with any and all regulations of the U.S. Department of Transportation, California Highway Patrol, and California Department of Transportation regarding hours of work, medical conditions, and required license.

## SECTION 28. EMPLOYEE LOYALTY

During the employee's employment, the employee shall not engage in competition with the Employers as a sole proprietor, partnership, employee, agent or through any other means. Salvaging while on duty or at Employers' facility or customers of Employers' facility is forbidden. Any employee competing with the Employers is subject to immediate discharge. Competition includes collecting recyclables which have been packaged or left for pick-up for the Employer.

## SECTION 29. TRANSFER OF EMPLOYMENT WITHIN THE RECOLOGY CORPORATION/COMPANY

Starting January 1, 2012, any employee represented by Teamsters Local No. 350 who transfers, from a San Francisco Recology company to another San Francisco Recology company shall maintain his/her seniority for all benefits and start at the top rate of the hourly rate involved. For any employee represented by Teamsters Local No. 350 who transfers from a Recology company outside of San Francisco to a San Francisco Recology company, Employer shall waive the new hire addendum and the employee will start at 100% of the hourly wage involved.

The pension benefits will be the plan in effect at the company the employee transfers into. As of the date of such transfer, if the transfer involves moving from one pension

plan to another or from one benefit structure under the Recology Pension Plan to another benefit structure under the Recology Pension Plan, the employee's pension benefit accrued while employed by the employee's former employer shall be frozen, and future pension benefit will be determined in accordance with the terms of the plan maintained by the company to which the employee has been transferred.

## SECTION 30. SUPPLEMENTAL INCOME 401(K)

Effective October 2005 the Employers agree to recognize all written authorizations from the union members covered by this agreement authorizing deductions from their compensation for contributions to a Supplemental Income 401(k). This Plan will be administered by New York Life at no cost to the Employers. The parties recognize that due to the need to make administrative and payroll changes in order to participate in this Plan, actual participation may be delayed for a reasonable period of time to allow the administrative and payroll changes to be made. Employees covered by this agreement and hired after October 1, 2005, will be eligible to participate on October 1st or April 1st whichever comes first following the first 1000 hours of service. If an employee is hired after October 1, 2005, and has previously participated in the Teamster Supplemental Income 401(k) Plan, their entry is immediate. The participation in the Plan will be on a voluntary basis, without cost to or matching from the Employers.

## SECTION 31. LEAVE OF ABSENCE

Section 1. In all cases where an unpaid leave of absence is granted by the Employer to an employee, it shall be in writing and the Union shall be notified in writing of the name of the employee, the effective date and the termination date of the leave of absence in cases where such leave of absence exceeds two (2) weeks.

Section 2. In the event the leave of absence is extended, such extension shall be made in writing to the employee with a copy to the Union. Any employee who overstays or does not return will be considered to have quit his employment. If rehired by the Company, such individual shall be considered a new employee.

Section 3. Such leaves of absence as granted by the Employer shall be without pay and Employer shall be under no obligation to the employee except to return him to work at the expiration of such leave in accordance with the employee's seniority.

Section 4. Effective January 1, 2012, employees who have been employed for more than one (1) year may take up to five (5) days per calendar year of unpaid personal days provided the Employer has been given twenty-four (24) hours notice and the employee has received supervisor approval, supervisor approval shall not be unreasonably withheld.

## SECTION 32. TERM OF AGREEMENT

This Agreement shall be effective on January 1, 2012, and shall remain in full force and effect to and including December 31, 2016. Thereafter, it shall renew itself for yearly terms beginning with January 1st of each year unless written notice is received by either party from the other party not less than sixty (60) days but not more than ninety (90) days prior to

December 31, 2016, or December 31st of any subsequent year that it is desired to terminate, modify, change or amend the Agreement. Notwithstanding the foregoing, the parties hereby agree to commence negotiations on June 1, 2016 for a successor agreement to be effective as of January 1, 2017.

During said negotiations, both parties are free to make any proposals on mandatory subjects of bargaining, including but not limited to, seniority; vacation; holiday; hourly wages; lump sum payments; cost of living adjustments; health insurance; dental insurance; and pension.

Should any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or by the decision of any authorized governmental agency, including the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice, the remaining parts or provisions shall remain in full force and effect.

Dated: 5-11-12

**FOR UNION:**

**SANITARY TRUCK DRIVERS AND HELPERS UNION LOCAL 350**

By: _____
Robert Morales
Secretary-Treasurer

**FOR EMPLOYERS:**

**RECOLOGY GOLDEN GATE DISPOSAL COMPANY and RECOLOGY SUNSET SCAVENGER COMPANY**

By: _____
John Legnitto
Vice President and Group General Manager

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## Appendix A

## SIDE LETTER RE PAYMENT OF PENSION COMMITTEE REPRESENTATIVE (Section 11(j).

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY. TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

The Union and the Employers hereby agree as follows

Regarding the individual designated by the Union and appointed by the Recology Board of Directors to the Recology Pension Committee (See Section 11(j)), if the designee is not a Recology employee, subject to confirmation that such payments can be lawfully made, the Employers shall compensate the Union designee for attendance at meetings of the Recology Pension Committee and preparation time at the amount paid to non-employee members of that Committee (currently $1000 per meeting). This payment is limited to non-employees only. Employee Union designees shall receive no compensation for their service on the Recology Pension Committee.

Dated: 5-11-12

**FOR UNION:**

**SANITARY TRUCK DRIVERS AND HELPERS UNION LOCAL 350**

By: _____
Robert Morales
Secretary-Treasurer

**FOR EMPLOYERS:**

**RECOLOGY GOLDEN GATE DISPOSAL COMPANY and RECOLOGY SUNSET SCAVENGER COMPANY**

By: _____
John Legnitto
Vice President and Group General Manager

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## Appendix B

## SIDE LETTER Of AGREEMENT

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY. TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

The Union and the Employers hereby agree as follows:

Upon ratification, all warning letters shall be removed from all employee files (this paragraph does not affect any prior suspensions or terminations or any agreement arising out of prior suspensions or terminations).

Dated: 5-11-12

**FOR UNION:**

**SANITARY TRUCK DRIVERS AND HELPERS UNION LOCAL 350**

By: _____
Robert Morales
Secretary-Treasurer

**FOR EMPLOYERS:**

**RECOLOGY GOLDEN GATE DISPOSAL COMPANY and RECOLOGY SUNSET SCAVENGER COMPANY**

By: _____
John Legnitto
Vice President and Group General Manager

## Appendix C

## SIDE LETTER Of AGREEMENT

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY. TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

All employees on the payroll as of the date of ratification of this 2012-16 collective bargaining agreement shall receive a one-time signup/negotiation incentive of five hundred dollars ($500.00)

All employees on the payroll on January 1, 2015 shall receive a one-time signup/negotiation incentive of five hundred dollars ($500.00).

All employees on the payroll on January 1, 2016 shall receive a one-time signup/negotiation incentive of five hundred dollars ($500.00).

Dated: 5-11-12

**FOR UNION:**

**SANITARY TRUCK DRIVERS AND HELPERS UNION LOCAL 350**

By: _____
Robert Morales
Secretary-Treasurer

**FOR EMPLOYERS:**

**RECOLOGY GOLDEN GATE DISPOSAL COMPANY and RECOLOGY SUNSET SCAVENGER COMPANY**

By: _____
John Legnitto
Vice President and Group General Manager

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# Attachment 11

# Collective Bargaining Agreement between Convention Services Employer and Allied Trades District Council 36, on behalf of Sign Display and Allied Crafts Local Union 510

# TRADE SHOW

# AND

# CONVENTION INSTALLER AGREEMENT

## APRIL 1, 2015 - MARCH 31, 2018

## SIGN, DISPLAY AND ALLIED CRAFTS

## LOCAL UNION NO. 510

## GREATER SAN FRANCISCO BAY AREA

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## TRADE SHOW AND CONVENTION INSTALLER 2015

THIS AGREEMENT is made and entered in this April 1, 2015 by and between Convention Services Employer, hereinafter referred to as "EMPLOYER" and PAINTERS and ALLIED TRADES DISTRICT COUNCIL 36, on behalf of SIGN DISPLAY AND ALLIED CRAFTS LOCAL UNION 510, hereinafter referred to as "UNION".

For and in consideration of harmonious relations and the maintenance of settled conditions in the Trade Show and Convention Industry; for the stabilizing of the standards thereof; for the peaceful adjustment of any disputes or grievances that may arise from time to time, and other mutually beneficial relations, the parties hereto have agreed individually and collectively.

**ARTICLE I. JURISDICTION.**

A. Sign, Display and Allied Crafts Union No. 510 shall have sole jurisdiction over the following work done by the Employer: the installation and removal of all exhibits (floor-to-ceiling) and related materials in connection with trade shows and conventions, including, but not limited to: (a) trade show and convention booth assembly and disassembly; (b) installation and removal of interior and exterior decorations, flags, drapes, and other display materials, specialty furniture, theme areas, modular systems and other display materials; and when assigned to employees covered by this Agreement, operation of mechanical lifts, installation and operation of chain motors and trusses for sign and display material, shall be performed by Installers JATC trained and accredited as riggers;(c) uncrating, assembly, installation, removal, disassembly, and re-crating of all commercial exhibits; installation, dismantling of furniture owned or received by the Employer, installation and removal of floor coverings and special event displays.

B.

1. The Union shall also have sole jurisdiction over the following work done by the Employer:

(a) the construction, preparation, erection, and maintenance of all swing stage sign work, and all other signs, including installation of all electronic and digital signs and displays, lettering, pictorial work, screen process work, show card writing, commercial exhibits and fabrication of advertising displays, including, but not limited to, graphics production where and as currently performed, operation of CNC routing equipment and operation of production output controllers(e.g. computers) and
(b) pattern and sketch making, scale model making, the preparation of training aids and mockups, and the fabrication and application of plastic, vinyl, ScotchLite and similar materials,

(c) driving of trucks (bobtails and stake-beds and vans) in the delivery and/or installation, removal of the above work, and warehouse work, including forklift operation where currently performed.

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2. The Employer agrees that, by entering this Agreement, it will be bound by and abide by the terms and conditions of employment for employees in the classifications set forth in this Agreement. All members of Union Local 510 shall have complete protection of the provisions of this Agreement including access to the Grievance Procedure, Article VIII.

C. The Employer recognizes the Union as the sole and exclusive source of labor for classifications covered by the Agreement. All work within the jurisdiction of this Agreement shall be done by workers governed by this Agreement in conformity with past practice. Nothing contained in this Agreement shall be construed to restrict workers to the performance of work within his or her classification. Any worker may perform any work within the jurisdiction conferred by this Agreement that he or she may be qualified to do, in conformity with past practice.

D. The Union has requested recognition as the exclusive representative of the bargaining unit employees of the undersigned Employer pursuant to Section 9 (a) of the National Labor Relations Act, and has shown proof of majority support or offered to do so. On the basis of that showing, the undersigned Employer unconditionally recognizes the Union as the exclusive representative of its bargaining unit employees pursuant to Section 9(a) of the National Labor Relations Act.

E. The Union's exclusive jurisdiction shall remain subject to the requirements set forth in the 1991 NLRB decision in 20-CD-653/654/656 and 657, published at 302 NLRB 416.

F. The jurisdiction of the Union shall cover the following California counties so long as the Union can provide sufficient qualified workers: Alameda, Alpine, Calaveras, Contra Costa, Fresno, Lake, Madera, Marin, Mariposa, Mendocino, Merced, Mono, Monterey, Napa, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus and Tuolumne. The Union shall use its best effort to equitably enforce this provision at all locations where its jurisdiction is established and maintained.

G. When a member leaves the geographic area governed by this agreement, he/she shall be covered by the terms and conditions set forth in this agreement.

H. In consideration of the grant of jurisdiction made by the Employer to the Union in this contract, the Union shall cooperate with the Employers to avoid any encroachment by other labor organizations or crafts over the jurisdiction of the work described in this Article I.

I. Any installation of exhibits or displays including any setup materials or uncrating "with the exception of exhibitor product as described herein below" which requires the use of hand tools, or more than one person, or longer than 30 minutes (including crating or uncrating) to install, or structure exceeds ten feet in any direction, shall be installed by employees covered by this Agreement. Installation of product that is used as an exhibit shall be considered as such. It is the intent when an exhibitor uses the product in its designed form and it is not attached to or part of another item (i.e., pegboard, framework) then it will be permitted. An exhibitor's product shall be considered exempt

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from any jurisdictional claim with the following exceptions: Any display consisting of back wall panels, headers, light boxes, partitions, or graphic panels, shall fall within the jurisdiction of the Union even if that display is the product sold by the exhibiting company.

## ARTICLE II. UNION MEMBERSHIP AND EMPLOYER QUALIFICATION.

A. All employees in classifications governed by this Agreement who are members of the Union on the effective date of this Agreement shall be required as a condition of employment to maintain their membership in good standing in the Union during the term of this Agreement.

B. Employees in classifications governed by this Agreement who are not members of this Union on the effective date of this Agreement, and all new employees in classifications governed by this Agreement hired thereafter, shall be required as a condition of employment to become and remain members of the Union in good standing on or after the 30th day following the beginning of their employment or the effective date of the Agreement, whichever is later.

C. For the purposes of Article II, "members of the Union in good standing" means "persons who tender to the Union the periodic dues and administrative fees uniformly required as a condition of acquiring or maintaining membership".

D. Upon written notice from the Union that any employee has failed to acquire or maintain membership as described above, the Employer agrees to discharge such employee. The Union agrees to hold the Employer harmless for such action.

E. Certain qualifications, knowledge and responsibility are required of everyone desiring to be an Employer in the Tradeshow, Convention and Meeting Industry. Therefore, no Employer shall be qualified as a party to this Agreement unless such Employer maintains place of business, including an office, shop, is financially able to meet the payroll requirements hereunder, has the required registered City and State Contractors Licenses, where either or both are necessary and employs at least one Local 510 Journeyperson as primary foreperson. The Employer shall provide and maintain a current Workers Compensation Insurance Policy. If any of the foregoing requirements are violated or not adhered to, the Union reserves the right to withdraw employees from the job without being in violation of Article 26, Section C.

G. SURETY BOND: Each Employer shall post a $50,000 Surety Bond to be initially eligible to sign this Agreement. Employers initially signatory prior to April 1, 2004 may drop their Surety Bond with approval of the Trust Fund Trustees. The bond shall be reinstated if three delinquencies occur within a one year period. Once reinstated the bond shall not be dropped. Surety Bonds of Employers initially signatory on or after April 1, 2004 shall remain in effect and shall not be dropped.

## ARTICLE III. HIRING AND DISPATCHING

A. The Employer recognizes the Union as the sole and exclusive source of labor for all classifications covered by this Agreement. The Employer accepts the exclusive hiring hall procedure (See Appendix A) as the Union's procedure for dispatching Installers. The Union reserves the right to modify its dispatching procedures in Appendix A during the term of this agreement. The Employer shall be entitled to complete a crew with workers from any source when the Union is unable to provide sufficient qualified workers. In the event the Employer hires Installers from any source other than the Union, they shall be registered and dispatched from the Union, and employed under the terms and conditions of this Agreement.

B. Workers who were covered by the "Convention Services Agreement" (SHOP) in effect until March 31, 2012 shall be known as Regulars. Workers who were covered by the Trade Show and Convention Decorator agreement (SHOW) in effect until March 31, 2012 shall be known as Installers.

C. The Union upon request of the Employer shall dispatch up to thirty-six (36) Installers by name. Regular status employees of the Employer shall not be counted against the Employer's "call-by-name" list.

D. The Employer shall notify the Union of their call by name and provide their rollover lists for the next calendar week by 2:00 PM each Monday (except holidays) via e-mail or fax. There will be no modifications to the list during that calendar week except by mutual agreement as required for security reasons or client demands. If the Union does not receive a list by 2:00 PM each Monday the latest current list will remain in effect

E. The Union agrees to furnish competent workers in good standing to the best of its ability, and the membership of the Union will give loyal, unprejudiced support to the requirements of the Employer.

F. The Employer shall have the right to reject any worker dispatched by the Union if the worker is deemed by the Employer, in its sole discretion, not to be in a fit condition to perform the work for which the worker is dispatched. Workers sent home for just cause shall not be again dispatched to the same Employer for the remainder of the show.

G. When Installers are requested, the final update for the following days dispatch shall be sent to the Union before 2:00 PM by the Employer or such late dispatch shall be subject to low priority. The initial dispatch requirement for Saturday, Sunday or Monday morning shall be sent to the Union by 2:00 PM Friday. All initial requests for labor shall be submitted in writing, via e-mail or fax. This notification will satisfy the approximate number of Installers needed. Other dispatch, layoff and rollover information shall be sent by e-mail or fax.

H. On reporting for the installation an Installer shall notify the Employer if he/she will not be available for the dismantle. No later than completion of the installation the Employer shall notify those employees available for the dismantle when to return. Employees so notified shall return as scheduled, except for reason of undue hardship. Employers may reassign Journeyperson Installers from one job or jobsite to another so long as no layoff

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of more than 48 hours (excluding holidays) occurs and shall give priority callback subject to reasonable operational requirements. Rollover from Friday to Monday is allowed as the sole exception to this provision. Employers may reassign Apprentices or B or C list Installers from one jobsite to another only with mutual agreement of the Union.

I. The normal order of layoff for installers shall be: first "C" list, second "B" list and last "A" list or Apprentice, unless operational inefficiencies on a given day would result from layoff in that order. The workday shall end at midnight (unless completing a minimum guarantee). Employees not scheduled by the Employer to work on the subsequent day of installation shall be notified by 3:00 PM, whenever practicable, and no later than the end of their shift on the day of layoff. An employee placed on such layoff may decline recall to that show providing the Employer is so advised at the time of layoff.

J. The Employer shall select and designate a primary foreperson for installers on the call, and such foreperson shall be excluded from the number of employees dispatched by name (See Article III, par. C) and shall be paid 11% above journeyperson rate of pay. Such foreperson shall remain accessible until work at all locations is completed and shall be available to properly supervise the work and perform other forepersons duties and responsibilities under the direction of the Employer. Whenever three or more Installers are employed one shall be a foreperson. The right to promote or demote forepersons shall be at the sole discretion of the Employer.

K. Should a court of competent jurisdiction or the National Labor Relations Board determine that seniority provisions such as those contained in the Procedures for Installers are unlawful, those provisions shall become inoperative. The parties shall meet as soon as possible to agree upon revised provisions.

L. Other details of the dispatch procedure shall be conducted in accordance with the Employment Office Procedures for Installers (See Appendix A).

M. The Union shall furnish each Installer and Apprentice with an appropriate photo identification badge to be properly displayed above the waist while working. Each Employer shall furnish Company identification to be properly and visibly worn while working for that Employer.

N. The employer shall maintain a daily sign-in sheet that includes the name and classification of each employee. The Employer shall provide a copy to the Union in a timely manner. Upon request the union may review employee time records and obtain copies of sign-in sheets.

O. The employer shall maintain a daily time record and furnish a copy to each employee on a daily basis.

P. Extra workers dispatched by the Union who have experience working under other craft agreements shall be employed under the terms and conditions of this Agreement and shall be paid at the "B" rate. They must be registered and dispatched by the Union.

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## ARTICLE IV. STEWARD.

A. The steward shall be recognized as the representative of the Union whose duty shall be to see that the bargaining unit employees of the Union and the Employer observe the Agreement. The Union will appoint a steward without regard to seniority and will post a notice of who is steward at the jobsite. Stewards will have access to time records and assignments and advance notice of layoffs. Stewards will promote contract compliance, and encourage harmonious relations between all workers, management and other participants at the jobsite. The stewards shall be permitted to devote a reasonable amount of time to these concerns. Any issue involving the steward's job or responsibilities shall be taken directly to the Union.

B. Forepersons shall not be eligible to be Show, Working or Warehouse Stewards.

C. The steward shall be notified of accidents, dismissals, or acts of discipline on the jobsite. The Union shall receive a copy of the Employer's accident report involving any employees under this Agreement upon request.

D. The Employer shall provide a copy of the daily sign-in sheet to the Union steward.

E. For each work location, the Employer shall make available to the Show Steward or working steward, by 9:00 am, an agreed upon form, or its equivalent, containing a list of employees laid off on the previous day.

F. The Union is responsible for notifying the Employer and employees at the job site of the Show Steward and working stewards. All such stewards shall be previously trained in or familiar with their appropriate duties and responsibilities.

G. The Employer shall not dismiss or otherwise discipline any steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to a steward or giving evidence with respect to an alleged violation of this Agreement.

H. SHOW STEWARDS: On major shows of 200,000 or more square feet, or as determined by the parties in advance, the Union shall assign and schedule an Installer to be a Show Steward to the event. The Show Steward shall be properly trained and qualified to be in charge of all steward responsibilities and the supervision of working stewards in the employ of any and all signatory Employers at the jobsite(s), as determined by the Union. The Show Steward shall be compensated at the Leadperson rate of pay, including fringes, by the general contractor of the show and shall be free to perform the duties of the Steward. The Show Steward shall directly report to the Business Agent designated by the Union, shall act as the Union's representative and is subject to assignment or reassignment by the Union.

The Show Steward's duties and responsibilities include, but are not limited to, monitoring and enforcing the provisions of the Agreement without unnecessary loss of employee and/or working steward productive time, coordinate with all appropriate Employer representatives (forepersons and management) in the implementation of the Agreement, work with the safety and loss prevention representatives of the Employer, courteous and

appropriate interaction with facility management, show management, exhibitors and representatives of other Unions working on the premises.

It is the intention of the parties that Show Stewards will properly represent the interests of the Union and employees at the jobsite, therefore eliminating floor disputes, increasing efficiency and promoting industry and customer relations.

I. WORKING STEWARDS: The Union may appoint working stewards as a representative of the Union in sufficient numbers to assist the Business Representative and/or Show Steward to protect the jurisdiction of the Union under the Agreement. More than one working steward may be appointed to an event or Employer by mutual agreement of the parties, one such working steward shall be designated the primary working steward. Further, by mutual agreement a working steward may assist the Business Representative or Show Steward in a subsequent dispatch.

Working stewards will promote safe work practices and encourage harmonious relations on the jobsite. They will be permitted to devote a reasonable amount of time to these concerns. If a working steward leaves a jobsite and three or more Installers remain the working steward (or Show Steward) shall be entitled to appoint a successor from the remaining Installers. Working stewards and employees shall not be disciplined, coerced or discriminated against for engaging in lawful activity under the Agreement. Whenever practicable working stewards shall not directly contact exhibitors or show management concerning jurisdictional or other matters under the Agreement without first contacting the Employer. In any event such contact shall be made in a courteous and professional manner. Working stewards shall be the 3rd from last person laid off each day. If the entire call-by-name crew is rolled over the stewards shall be rolled over, but not necessarily as the stewards.

The Show Steward or a working steward will be present when out-of-area workers sign in and out and the Employer shall make every reasonable effort not to assign working stewards to installing and dismantling displays whenever practicable.

J. WAREHOUSE STEWARD: In warehouse facilities with three (3) or more employees there shall be a Steward, appointed by the union who shall be the 3rd to last laid off (for purpose of seniority). All new hires shall meet with the steward for fifteen (15) minutes on the first day of work. Said steward shall receive and endeavor to adjust, at the first step, all grievances which may be submitted to him or her.

## ARTICLE V. MANAGEMENT PREROGATIVES.

The Employer shall have sole and exclusive jurisdiction of the management and operation of its business, including but not limited to; direction and size of the working force, types of equipment, establishment of production rates and standards, the extent to which the jobsite or any part thereof is operated or shut down, the right to maintain efficiency in all places of employment, the right to transfer (with the consent of the employee), hire, promote, demote, discipline and/or discharge employees, subject to the specific provisions of this Agreement. It is agreed the foregoing rights shall not be deemed to exclude other preexisting rights of management not enumerated herein

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providing such preexisting rights do not conflict with any terms and conditions of this Agreement.

## ARTICLE VI. DISCHARGE AND DISCRIMINATION AGAINST EMPLOYEES.

A. The Employer agrees not to discharge or discipline any employee for engaging in any lawful protected activity that is not in violation of this Agreement.

B. The parties signatory agree that no employee will be discriminated against by reason of age, race, ethnicity, religion, disability, gender, sexual orientation, national origin, military status, or membership in the Union. Further the parties shall abide by all applicable Federal and State Laws including but not limited to the Family Medical Leave Act. It shall not be a violation of this Agreement for any employee to refuse to work in connection with any display of any establishment of any individual, firm or corporation, when such individual, firm or corporation is under lockout or is under strike recognized by the Teamsters, ILWU, AFL/CIO Labor Council and/or a Building & Construction Trades Council.

## ARTICLE VII. DISMISSAL.

The Employer is at liberty to discharge for sufficient cause any employee. Sufficient cause shall include, but is not limited to, dishonesty, substance abuse, repeated violation of the safety rules and failure to report to work without just cause. The Employer shall notify the Union of any termination for cause in writing within five (5) working days (Monday - Friday).

## ARTICLE VIII. GRIEVANCE PROCEDURE.

A. Any dispute that may arise as to the interpretation of this Agreement shall be brought to the attention of the other party of this Agreement. Any dispute must be taken up with the Employer within thirty (30) days of the date the Union has been notified of the dispute.

B. Any dispute as to the interpretation of this Agreement which cannot be adjusted amicably between the Union and the Employer within fourteen (14) days may be referred to a Board of Adjustment upon written request of either party. The Board shall consist of two (2) selected by the Union and two (2) selected by the Employer. The findings of this Board shall be binding upon both the Union and the Employer, provided that the Board shall not have authority to change, alter or modify any of terms or provisions of this Agreement. The decision of the Board shall be by a majority and shall be reached within seven (7) days from the date the controversy is presented for adjustment. This process may be waived by either party (Union or Employer) and shall proceed directly to Step C. By mutual agreement of the Employer and the Union this section may be modified during the term of this Agreement.

C. In the event that any dispute submitted to this Board of Adjustment cannot be settled within the period of time provided for in Section B above, the issue in dispute may be submitted for disposition to an impartial arbitrator. The party presenting the dispute shall request arbitration in writing not more than ten (10) days following a deadlock in the

Board of Adjustment, or the dispute shall be considered to have been withdrawn and waived. If no response is made to the request for arbitration within fifteen (15) days, the allegations shall be deemed to have been submitted and proved. Such impartial arbitrator shall be selected by alternate striking from a panel of seven arbitrators to be obtained from the Federal Mediation and Conciliation Service. The arbitrator shall have authority only to interpret the provisions of this Agreement, and shall not have authority to change, alter, add to, delete, amend or modify it. His/her decision on any matter submitted to him/her shall be final and binding on both parties to this Agreement.

## ARTICLE IX. LABOR CONTROVERSY.

If members who are subject to this Agreement are withdrawn upon the order of the International Officers, or of a Central Labor Organization with which they are affiliated, because of a labor controversy upon the building or site in which members are, or about, to perform any display installation, it shall not be a violation of this Agreement.

## ARTICLE X. CLASSIFICATIONS OF WORK.

A. INSTALLER JOURNEYPERSON "A": Prior to August 1, 2011, to gain journeyperson classification, an Installer must have met all requirements set by the JATC: 500 hours plus designated classes, or have been a journeyperson shop builder for a minimum of two years. After August 1, 2011, to gain journeyperson classification, an Installer must have met all requirements of Local 510's Apprenticeship Program (See Appendix B of this agreement). Transfers from other categories shall be governed by conditions determined by the JATC.

B. APPRENTICE: A worker that has qualified for and been accepted into the Apprenticeship program established under Appendix "B" of this Agreement. The JATC governs all terms and conditions of the Apprenticeship Program under the established California Apprenticeship Regulations.

C. GRAPHICS PRODUCTION: Graphic creation, alteration and processing by any means; physical layout, hand lettering, weeding, direct application of vinyl decals and similar materials including operation of vinyl cutters, digital printers, computers for all signs, computer assisted design and layout of graphics; digitization of logos, manipulation of digital files for output; design of show graphics presentation and collateral materials, photographic equipment, banners, posters, show cards and other graphic production.

D. JOURNEYPERSON RIGGER: The Employer shall use only trained and accredited riggers when performing any rigging function including ground persons. All persons performing any rigging function shall receive a 10% premium excluding ground persons.

E. DISPLAY BUILDER: Building, crating, finishing, painting, inventorying, material handling, warehousing where currently performed, and installing exhibits or displays; pattern, sketch making, scale model making, preparation of training aids and mockups; fabrication and application of plastics, vinyl and similar materials; CNC routing, equipment operation and processing.

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F. INSTALLER – NON-JOURNEYPERSON "B" AND "C": Workers who have not completed requirements for Journeyperson Installers, but can use required tools in performing installer assignments.

G. PRIMARY (GENERAL) FOREPERSON: A Primary Foreperson is defined as a worker who calls together a crew of installers and who directs the work of the crew. A Foreperson shall be a 510 Journeyperson Installer. Each contractor shall have at least one primary general foreperson. Such foreperson shall be paid an 11% premium. No person may be a foreperson for more than one company simultaneously. The Employer retains the right to promote and demote Forepersons.

H. LEADPERSON: There shall be one Leadperson (journeyperson) whenever an employee is coordinating the workflow of six or more Installers. Such Leadperson shall be paid 10% premium. The Employer retains the right to promote and demote Leadpersons.

I. SWING STAGE OPERATOR: Installers working as Swing Stage Operators shall be paid a 10% premium over their basic hourly rate of pay. Each swing stage shall have a designated ground person with the training to operate the stage and who shall be compensated at the same 10% premium as the swing stage operator.

## ARTICLE XI. REGULAR STATUS EMPLOYEES.

A Regular employee is one who is designated by the Employer as a Regular or has qualified as a Regular under the terms of the previous agreement referred to as the Convention Services Agreement (Shop) prior to March 31, 2012. To be eligible for Regular status the employee must be selected from the Journeyperson Installer, Graphics Production or Display Builder classifications.

A Regular employee shall be paid the wage scale and benefits set forth in Article XV Wages of this agreement and shall accumulate benefits on an accrual basis as set forth in the section below or as otherwise granted by this Agreement.

An employee shall be a Regular only for the company who so designates him/her as a Regular employee. When working for another employer he/she shall be considered an Installer and shall be paid accordingly.

Nothing in this Article shall prevent an Installer or an Apprentice in ratio from working in the warehouse, graphics, or builder shop. Unless otherwise designated as a Regular employee, pursuant to terms of this article, he/she shall be paid at the Installer or apprentice rate of pay.

Jurisdiction of the above work is defined solely by the provisions of Article I and Article X of this Agreement and as implemented and practiced at each individual Employer signatory to this Agreement.

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## ARTICLE XII. SENIORITY FOR REGULAR STATUS EMPLOYEES

A. Seniority shall be accrued on an Employer by Employer basis; seniority shall not be accrued on the basis of aggregate employment by Employers signatory to this Agreement. Only workers engaged in regular, full-time work for an Employer shall accrue seniority. The first seventy-five (75) days of service with an Employer will be a probationary period during which time an employee has no seniority standing; upon satisfactory completion of the probationary period, the employee will be entitled to seniority dating from the commencement of regular, full-time employment with the Employer.

B. The Employers shall not be required to recognize seniority in connection with employment decisions unless specifically required to do so by this contract. In selecting among Regular employees within the same classification for layoff in connection with a decrease in the work force or in the recall from layoff, where skill, efficiency, workmanship, and productivity are equal, seniority shall govern.

C. A Regular employee will lose seniority in any of the following circumstances:

1. Discharge for cause;
2. Voluntary resignation;
3. Five consecutive working days of absence without notice, unless such failure to provide notice is due to circumstances beyond the employee's control, then he/she shall not lose his or her seniority.
4. Layoff of thirty calendar days' duration (refer to Article XIV).

## ARTICLE XIII. ACCRUED BENEFITS FOR REGULAR STATUS EMPLOYEES

A. SICK LEAVE: Regular employees will be eligible after one (1) years employment with the same employer for five (5) days sick leave/personal time per year. All sick leave/personal time must be used in the year eligible. Days may not be carried over. Employees must schedule the use of sick leave/personal time as far in advance as possible. Sick leave shall be computed from the first day of employment to establish a yearly (minimum of 1500 hours worked) or pro rata below 1500 hours.

B. BEREAVEMENT: Three (3) days leave of absence for death in the immediate family, without loss of pay, will be granted all Regular employees. The immediate family shall consist of spouse, parents and children.

C. JURY DUTY: Regular employees who have worked seventy-five (75) days or more for the same Employer shall receive their straight-time pay while performing jury duty. Any monies paid by the Courts to an employee are to be retained by the employee. It is understood that an employee is to report to work for any part of his/her straight-time work day when he/she is not actually required to be present for said jury duty. Employees on layoff are not eligible for Jury Duty pay. The Employee shall furnish the Employer with verification from the court of jury service.

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D. VACATION: After cumulative time worked as a Regular in the Industry, under the jurisdiction of the Union, as outlined in Article I of this Agreement, and verified by pension credits of a minimum of 500 hours per year:

1) Two (2) weeks paid vacation after one year with the same Employer.

2) Three (3) weeks paid vacation after five (5) years cumulative time.

3) Four (4) weeks paid vacation after twelve (12) years cumulative time.

Should any employee through sickness, unemployment, termination or resignation, be unable to work the required number of months or time prescribed, he or she shall be granted pro rata vacation pay to be computed by multiplying the fraction of the qualifying year which the employee worked times his or her straight rate of pay for number of weeks to which the employee would have been entitled had he or she completed the entire qualifying year.

Vacation time shall be computed from the date of employment to establish a yearly or pro rata basis.

Earned vacation pay must be taken each year with the following exception: up to five days of vacation pay may be rolled over for one year and must be used in the following year.

E. HOLIDAYS: Regular employees shall be paid at the eight (8) hour straight time rate of pay for each of the recognized holidays (See Article XVI Holidays for the list of recognized holidays).

If any of the recognized holidays are worked, the employee shall receive double time plus the holiday pay.

Paid holidays that occur during the vacation period of an employee shall be paid for in addition to vacation pay.

Regulars laid-off within fifteen (15) working days before a paid holiday shall be paid for said holiday.

Employees must have worked at least 75 days within the preceding 6 months to be eligible for Holiday pay for that particular Employer.

## ARTICLE XIV. TERMINATION OF EMPLOYMENT FOR REGULAR STATUS EMPLOYEES

A. In selecting among regular employees within the same classification for layoff in connection with a decrease in the work force or in the recall from layoff, where skill, efficiency, workmanship, and productivity are equal, seniority shall govern.

B. Upon termination of employment, the employee shall be paid all accrued wages, vacation pay and any other accrued benefits due under the Agreement. The employee

shall further receive severance allowance of one eight hour day for each year of regular full time employment from commencement of employment to date of permanent separation, up to a maximum of ten eight hour days, for any of the following reasons:

1. Permanent Layoff or discharge for other than just cause*
2. Voluntary resignation **
3. Termination of employment due to death, disability, illness or any reason beyond the control of the employee
4. Retirement

*Upon sixty consecutive calendar days of temporary layoff due to reduction-in-force such layoff shall be deemed a permanent layoff and severance allowance shall be paid unless the parties agree to extend the temporary layoff.

** Employees who voluntarily resign their Regular classification and continue to work, as an Installer, for the same Employer shall not be entitled to severance allowance.

D. By mutual agreement of the Employer and the Union this article may be modified during the term of this Agreement.

## ARTICLE XV. WAGES
**(SEE APPENDIX E FOR FULL WAGE/BENEFITS/CONTRIBUTIONS SCHEDULES)**

A. The minimum hourly wage rates for the employees in classifications governed by this Agreement shall be as follows for each compensable hour.

B. MINIMUM TIME: A minimum of four (4) hours pay at the rate in effect at the time an employee reports to work shall be paid as a mini-call (e.g., if a person reports to work at 4:00 P.M. Monday and worked two hours, he or she would receive one hour straight time and three hours at time and one-half.) Whenever there is a break of more than one hour, a four (4) hour minimum shall be in effect. An employee designated Foreperson or Leadperson is guaranteed a minimum of four (4) hours pay at the applicable rate.

C. HIGH TIME. Ten percent (10%) additional shall be paid for work performed over three stories or thirty feet, whichever is higher, or for work performed in any mechanical lift device, including, but not limited to boomlift, scissorlift, forklift cage, or swing stage work. A four (4) hour minimum shall apply for this work.

| D. HOURLY RATES BY CLASSIFICATION: | effective **4/1/2015** | effective **4/1/2016** | effective **4/1/2017** |
|---|---|---|---|
| **INSTALLER - JOURNEYPERSON "A"** | | | |
| Straight Time Base Rate | $38.65 | $39.75 | $40.55 |
| 7% Vacation/Holiday on ST wages only | $2.71 | $2.78 | $2.84 |
| **Straight Time Rate** (including 7% vacation/holiday) | **$41.36** | **$42.53** | **$43.39** |
| Overtime Rate | $57.98 | $59.63 | $60.83 |
| Double Time Rate | $77.30 | $79.50 | $81.10 |

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|---|---|---|---|
| **INSTALLER PRIMARY FOREPERSON** | | | |
| (11% over Journeyperson rate) | | | |
| Straight Time Rate (including 7% vacation/holiday) | $45.90 | $47.21 | $48.16 |
| Overtime Rate | $64.35 | $66.18 | $67.52 |
| Double Time Rate | $85.80 | $88.24 | $90.02 |
| | | | |
| **INSTALLER LEADPERSON** | | | |
| (10% over Journeyperson rate) | | | |
| Straight Time Rate (including 7% vacation/holiday) | $45.50 | $46.79 | $47.73 |
| Overtime Rate | $63.78 | $65.60 | $66.92 |
| Double Time Rate | $85.04 | $87.46 | $89.22 |
| | | | |
| **APPRENTICE-LEVEL 1**-60% of Journeyperson rate | | | |
| Straight Time Rate | $23.19 | $23.85 | $24.33 |
| 7% Vacation/Holiday on ST wages only | $1.62 | $1.67 | $1.70 |
| Overtime Rate | $34.79 | $35.78 | $36.50 |
| Double Time Rate | $46.38 | $47.70 | $48.66 |
| | | | |
| **APPRENTICE-LEVEL 2** -67% of Journeyperson rate | | | |
| Straight Time Rate | $25.90 | $26.63 | $27.17 |
| 7% Vacation/Holiday on ST wages only | $1.81 | $1.86 | $1.90 |
| Overtime Rate | $38.85 | $39.95 | $40.75 |
| Double Time Rate | $51.80 | $53.26 | $54.34 |
| | | | |
| **APPRENTICE-LEVEL 3** -74% of Journeyperson rate | | | |
| Straight Time Rate | $28.60 | $29.42 | $30.01 |
| 7% Vacation/Holiday on ST wages only | $2.00 | $2.06 | $2.10 |
| Overtime Rate | $42.90 | $44.13 | $45.02 |
| Double Time Rate | $57.20 | $58.84 | $60.02 |
| | | | |
| **APPRENTICE-LEVEL 4** -81% of Journeyperson rate | | | |
| Straight Time Rate | $31.31 | $32.20 | $32.85 |
| 7% Vacation/Holiday on ST wages only | $2.19 | $2.09 | $2.13 |
| Overtime Rate | $46.97 | $48.30 | $49.28 |
| Double Time Rate | $62.62 | $64.40 | $65.70 |

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| **APPRENTICE-LEVEL 5** -88% of Journeyperson rate | | | |
| Straight Time Rate | $34.01 | $34.98 | $35.68 |
| 7% Vacation/Holiday on ST wages only | $2.38 | $2.45 | $2.50 |
| Overtime Rate | $51.02 | $52.47 | $53.52 |
| Double Time Rate | $68.02 | $69.96 | $71.36 |
| **APPRENTICE-LEVEL 6** -95% of Journeyperson rate | | | |
| Straight Time Rate | $36.72 | $37.76 | $38.52 |
| 7% Vacation/Holiday on ST wages only | $2.57 | $2.64 | $2.70 |
| Overtime Rate | $55.08 | $56.64 | $57.78 |
| Double Time Rate | $73.44 | $75.52 | $77.04 |
| **INSTALLER - NON-JOURNEYPERSON "B"** (70% of Journeyperson rate) | | | |
| Straight Time Rate | $27.06 | $27.83 | $28.39 |
| Overtime Rate | $40.59 | $41.75 | $42.59 |
| Double Time Rate | $54.12 | $55.66 | $56.78 |
| **INSTALLER - NON-JOURNEYPERSON "C"** (55% of Journeyperson rate) | | | |
| Straight Time Rate | $21.26 | $21.86 | $22.30 |
| Overtime Rate | $31.89 | $32.79 | $33.45 |
| Double Time Rate | $42.52 | $43.72 | $44.60 |
| **INSTALLER, GRAPHICS PRODUCTION, DISPLAY BUILDER, REGULAR** | | | |
| Straight Time Rate | $41.21 | $42.31 | $43.11 |
| Overtime Rate | $61.82 | $63.47 | $64.67 |
| Double Time Rate | $82.42 | $84.62 | $86.22 |
| **PRIMARY FOREPERSON REGULAR** (11% over Regular rate) | | | |
| Straight Time Rate | $45.74 | $46.96 | $47.85 |
| Overtime Rate | $68.61 | $70.44 | $71.78 |
| Double Time Rate | $91.48 | $93.92 | $95.70 |
| **LEADPERSON REGULAR** (10% over Regular rate) | | | |
| Straight Time Rate | $45.33 | $46.54 | $47.42 |
| Overtime Rate | $68.00 | $69.81 | $71.13 |
| Double Time Rate | $90.66 | $93.08 | $94.84 |

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E. PAYDAY: Each Employer shall designate a weekly payday of Tuesday, Wednesday or Thursday. Employees shall be paid on the same day each week. The payday shall follow within seven (7) days or less of the last day of a designated workweek but shall not fall on a Saturday or Sunday. If wages due are not paid within three (3) days of the regular payday, then in addition to all other legal remedies, the employee shall be paid an additional $25.00 per day for each day the wages remain unpaid, up to a maximum amount of $150.00. It shall not be a violation of this Agreement for any employee to refuse to work for any Employer who has not paid all wages due within three (3) days of the regular payday. Reasonable effort shall be made to deliver paychecks to the Convention Center for employees who may be working there after 3:00 PM and prior to 5:00 PM on payday. If a paycheck is not picked up in such circumstance
before 5:00 PM, it shall be mailed. The employee may pick up their paycheck from an Employer maintaining a staffed office or other local facility between 3:00 PM and 4:30 PM on the regular payday. Checks not claimed by the employee on the regular payday shall be sent by mail to the employee's last known address on the first business day following the regular payday. Such payday may be changed upon two (2) weeks written notice to the Union.

During the term of this Agreement each Employer shall make available to eligible employees covered by this Agreement, the option to directly deposit their paychecks into their designated account in a participating financial institution in accordance with the terms of the Employer's direct deposit option, at no expense to the Employee. Each employee shall be responsible for properly completing the enrollment form supplied by the Employer, with required attachments thereto, and presenting such form to the Employer during the enrollment period. In the event the direct deposit option is selected it is understood that funds may not be available to the employee until the business day following the designated payday.

In the event an employee closes a bank account without required notice to the Employer a manual paycheck will be issued on the next payday after notice of deposit rejection from the financial institution.

When a paycheck or direct deposit receipt sent to the employee's last known address is returned to the Employer unclaimed, such item shall be submitted to the Union for disposition.

Casual Workers-Status and Payment of Wages – Due to the nature of the industry, Casual Workers have always been, and will continue to be, assigned to projects of relatively short duration. Upon completion of such projects, Casual Workers are not (and never have been) considered discharged under the Collective Bargaining Agreement. Instead, they remain covered by the Collective Bargaining Agreement and eligible for continued assignments.

In addition, Casual Employees have always been covered by and paid in accordance with the Collective Bargaining Agreement upon completion of their assignments. The parties recognize that the facilities at which employees covered by the Collective Bargaining Agreement work (including without limitation) are venues that host live theatrical or concert events as defined by Labor Code Section 201.9 and employees working at such venues are employed pursuant to Labor Code Section 201.9.

F. ADMINISTRATIVE DUES/DEDUCTIONS: The Employer agrees that as and for dues, it shall, pursuant to certification by the Union (as provided below), deduct from each member's pay and transmit to a designated financial institution the following sums for all hours paid or owed:

Journeypersons and Apprentices:
2% of wages
$0.05/hour Promotion Fund

Non-Journeyperson Installers "B" and "C": $1.00/hour

The Union shall certify to the Employers a list of workers that have signed a voluntary dues deduction authorization and shall further certify that copies of those authorizations have been filed with the Bank. The Union shall also send all employers signatory to this Agreement a list of installers who may be dispatched who have not signed such an authorization. Upon request of any Employer the Union will provide copies of all authorization. The Union agrees to hold the Employers harmless for any liability they may incur to employees by virtue of dues which have been checked off or omitted from check off in reliance upon any of the aforesaid certifications by the Union. Remittances shall be due on the same day and same basis as medical insurance and pension contributions are due.

G. It is agreed that the Union can reallocate monies designated for wages to benefit contributions during the term of this Agreement. Should the Union elect to do so, a thirty (30) day written notice of the intent must be provided to the Employers. The written notice will specify the amount of monies to be moved from wages to the appointed benefit contribution and the anticipated effective date.

ARTICLE XVI HOLIDAYS.

A. The following shall be recognized as holidays and will be paid at the double time rate of pay if worked:

New Years' Day
Dr. Martin Luther King Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

B. If a holiday falls on Saturday the preceding Friday will be considered the holiday. If the holiday falls on Sunday the Monday following will be considered the holiday.

ARTICLE XVII. TRAVEL/TRANSIT EXPENSE.

A. Employees working outside the jurisdictional area of this Agreement shall be reimbursed for reasonable expenses incurred from the date of departure until their return

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to home base. Such expenses shall be reimbursed in accordance with Employer policy for all employees of that Employer, provided however, meal expense will be reimbursed at a minimum of IRS allowance per day and personal automobile mileage expense allowed shall be the IRS allowance.

B. It shall be the responsibility of the Employees to keep travel expenses reasonable. The Employer may demand receipts for travel expenses.

C. The Employer shall not be required to provide travel or lodging expenses on initial dispatch in the jurisdictional area of this Agreement.

D. Any time spent in transit from one jobsite to another for the same employer shall be considered working time. When one Employer transfers employees from one jobsite to another, if less than four (4) hours elapses between the sign out of the first job and sign in of the second job, time in transit shall be considered time worked.

E. Parking expenses at the second and subsequent jobsites in one day shall be reimbursed.

F. Travel time shall be considered working time at the rates specified in the Agreement. Travel on Saturday or Sunday shall be at the overtime rate (see wage page). If an employee is traveling and working on a continuous shift the applicable pay rates shall apply. All employees shall receive the Foreperson premium for all Travel time hours' worked on road trips while acting as Foreperson (Leadperson or Supervisor). If a company vehicle is used, normal hours and applicable pay rate shall apply.

G. Employees required to work outside the jurisdiction of the Agreement will be covered by all terms and conditions of this Agreement.

## ARTICLE XVIII. HOURS AND OVERTIME.

A. **Straight Time Rate** shall apply:

- Monday through Friday between the hours of eight o'clock (8:00) a.m. and five o'clock (5:00) p.m., unless on a continuing shift as stated below.

B. **Overtime (Time and One Half) Rate** shall apply:

- After eight (8) Straight Time hours.
- After eight (8) hours when starting after 5:00 AM Monday through Friday
- 5 p.m. to 10 p.m. and 5 a.m. to 8 a.m. Monday through Friday.
- The first four (4) hours worked between 5 a.m. and 12 Noon on Saturdays.
- Any continuing shift starting prior to 5:00 AM shall continue past 5:00 AM at the time and one half rate for up to twelve hours. After twelve hours is completed any additional hours worked shall be at the double time rate.

C. **Double Time Rate** shall apply to:

- All hours worked from 10 p.m. to 5 a.m.
- All hours worked on Saturdays in excess of the first four (4) hours (5 a.m. to 12:00 noon).
- All hours worked on Sundays and Holidays as set forth in this Agreement.
- Any continuing shift in excess of twelve (12) hours for the total shift.

D. When an employee leaves a double time shift, he/she must have an eight (8) hour break between shifts or return to work at the double time rate of pay when working for the same Employer.

E. All employees required to work overtime on a weekday shall receive four (4) hours' notice or by 3:00 p.m. that day.

F. All employees required to work on Saturday, Sunday, or a recognized Holiday (see Article XVI Holidays) shall receive one (1) days' notice, to the best of the Employer's ability, emergencies excepted.

G. MEAL/COFFEE BREAKS:

1. There shall be a one hour meal break after four (4) hours of work. The meal period may be shortened to one-half hour in a given day if the majority of the workers at a job or project agree.

2. No shift shall be required to work in an overtime period for over four (4) hours without a "food break" of at least one-half (1/2) hour. A fifteen (15) minute "coffee break" shall be taken approximately half-way through each four (4) hour work period throughout the twenty- four (24) hour day. However, "coffee breaks" may be advanced or delayed once per day, no longer than one hour in the morning, when staggered shifts are used.

3. When employees are requested to take a meal break of more than one (1) hour's duration, then a four (4) hour minimum shall be effective upon resumption of work.

H. Subject to the mutual agreement of the Union, the Employer may schedule and implement a second shift in the warehouse only in the Graphics Production and/or Modular Systems departments under the following terms and conditions:

1. The second shift shall not commence before 10:00 a.m. or after 5:00 p.m.

2. The work shall consist of seven straight time hours of work for which eight hours of wages and benefits will be paid.

3. When a second shift is implemented, current employees maintaining seniority status shall be offered the opportunity, subject to operational requirements, to volunteer for such shift work prior to assigning new hire employees to such work.

Whenever shifts are required for the operation the Employer shall notify the Union of the shift schedule.

I. Notwithstanding any other provisions of this Agreement the Employer shall not regularly or normally work any employee more than twelve hours in any workday or be required to grant less than eight (8) hours rest to any employee between shifts.

## ARTICLE XIX. OUT-OF-AREA-INSTALLERS.

A. "CJ" and "AJ" members of IUPAT Local Union 831 of District Council 36 may work on a ratio of three (3) Local 510 members to one (1) Local 831 member within the jurisdiction of Local 510 provided Local 510 is notified by the Employer prior to them commencing work.

B. Members of other affiliated IUPAT Local Unions may clear in and work for the duration of the show within the jurisdiction of Local 510 in a minimum ratio of three (3) Local 510 members to one (1) member from another IUPAT Local Union. This minimum 3/1 ratio must be maintained at all times during the employment of such workers, including any standby work.

C. Members of Local Unions not affiliated with IUPAT may work in this jurisdiction by mutual agreement between the Principal Officer of Local 510 and the Employer, provided all available Journeyperson Installers are working.

D. Anyone who does not register with the Union at least one business day before starting work in our area will not be allowed to work under this Agreement.

E. Out-of-area workers shall be included in the employer's call by name, when called by the Employer.

F. Whenever a Local 510 Installer accepts a temporary assignment out of the jurisdiction of this Agreement, such Installer shall continue to be covered by all the terms and conditions of this Agreement.

G. Whenever the Employer uses an out-of-area worker, the Employer shall inform the Union within a reasonable time after the use of the out-of-area worker of the number of hours for which the worker was compensated.

## ARTICLE XX. TOOL REQUIREMENTS & SECURITY.

Minimum tool requirements for all Installers and Apprentices are: Rubber or Plastic Mallet; locking pliers; 4in1 Screwdriver; 8" Adjustable wrench; 30 ft. or larger tape measure; utility knife with retractable or folding blade; diagonal or side cutters; work apron with pockets or tool belt with pouch; one metric and one SAE Allen wrench set;

loop pile carpet cutter; 12 " flat pry bar; pen or pencil; staple gun (Arrow JT21 or equivalent); ratchet and appropriate sockets for modular systems; and a rechargeable battery operated drill. Installers shall have their tools readily available. Any Installer reporting to work without their required tools shall be subject to dismissal for that workday. The Employer shall supply staples, ladders (as needed), which shall be industrial rated and an adequate first aid kit.

The Employer shall make best reasonable effort to provide an adequate number of locking tool cages or other reasonably secure means at the job site during the workday (and overnight storage) of employee's required personal tools. Garments and other personal belongings shall be removed by the employee daily. All tool, garment and personal belonging storage shall be at the employee's own risk.

## ARTICLE XXI. MEDICAL PROGRAM.

A. The medical program for installers is comprised of a Medical, Vision, Prescription, Dental and Life insurance program. Each Employer signatory to this Agreement shall pay into the Sign, Pictorial and Display Industry Welfare Fund for all hours paid or owed for employees in any classification covered by this Agreement.

| | effective **4/1/2015** | effective **4/1/2016** | effective **4/1/2017** |
|---|---|---|---|
| Installers/Apprentices/B's/C's | $11.80 | $11.90 | $12.00 |
| Regular | $10.55 | $10.65 | $10.75 |

B. Payments are due and payable on or before the first day of the month following the month when the work was performed and shall be considered delinquent if not paid by the tenth day of the month.

C. The Medical Program shall be administered in accordance with the provisions of the Trust Agreement adopted by the parties hereto and by any amendments thereto, and each Employer signatory to the Agreement agrees to be bound by all of the terms and conditions of the Trust Agreement.

D. The Union may defer wages to the Medical Plan during the term of this Agreement. In the contract year beginning April 1, 2017, an additional twenty-five ($0.25) cents per hour shall be available for either Health Insurance or Pension benefits at the election of the Union. The Union shall give 30 days' notice before any change in benefits allocations is made. (See Article XV, section G)

E. During the term of this Agreement, only if the effect of the Patient Protection and Affordable Care Act (ACA) has an adverse effect on Article XXI Medical Program, either party may require Article XXI be reopened during the period of October 1, 2017 through December 31, 2017 for the purpose of addressing such adverse effect. Any changes to such article shall be by mutual agreement only.

## ARTICLE XXII. PENSION PROGRAM.

A. Each Employer signatory to this Agreement shall pay into the Sign, Pictorial and Display Industry Pension Trust Fund for all hours paid or owed for employees (excluding 'C' list installers) in any classification covered by this Agreement.

| | effective 4/1/2015 | effective 4/1/2016 | effective 4/1/2017 |
|---|---|---|---|
| Installers/Apprentices/B's | $6.65 | $7.15 | $7.65 |
| Regular | $5.85 | $6.35 | $6.85 |

B. Payments are due and payable on or before the first day of the month following the month when the work was performed and shall be considered delinquent if not paid by the tenth day of the month.

C. The Sign, Pictorial and Display Industry Pension Trust Fund shall be administered in accordance with the provisions of the Trust Agreement adopted by the parties hereto and by any amendments thereto, and each Employer signatory to this Agreement agrees to be bound by all of the terms and conditions of the Trust Agreement.

D. The Union may defer wages to the Pension Plan during the term of this Agreement. In the contract year beginning April 1, 2017, an additional twenty-five ($0.25) cents per hour shall be available for either Health Insurance or Pension benefits at the election of the Union. The Union shall give 30 days' notice before any change in benefits allocations is made. (See Article XV, section G)

## ARTICLE XXIII. PAYMENT OF FRINGE BENEFITS.

A. DUE DATES. Each Employer shall submit to the Trust Fund Administration Office payment contributions along with a monthly fringe benefit remittance form, showing all hours paid or owed for employees during the preceding month or stating that it had no employees. Each Employer shall simultaneously submit a copy of its monthly fringe benefit remittance form to the Union. In order to be timely, fringe benefit contributions must be received by the Administration Office on or before the first day of the month following the month when the work was performed and shall be considered delinquent if not paid by the tenth day of the month.

B. DELINQUENT PAYMENTS. In respect to all fringe benefit payments, time is of the essence. The parties hereto recognize and acknowledge that the regular and prompt payment of fringe benefit contributions by each Employer to the Trust Funds is essential to the maintenance in effect of the various Funds and Plans involved, and that it would be extremely difficult, if not impossible, to fix the actual expense and damage to the parties hereto and to the Funds and Plans which would result from the failure of an Employer to make the monthly payments in full within the time provided. Therefore, it is agreed that the amount of damage to each said Fund and to the parties hereto resulting from any such failure shall be, by way of liquidated damages and not as a penalty, the greater of $200 or ten percent (10%) of the amount due and unpaid, or as otherwise

determined by the Trust Funds. Such liquidated damages shall become due and payable to the Trust Funds on the day immediately following the day on which the Employer become delinquent. In addition, all delinquent contributions and liquidated damages shall bear interest at the rate of ten percent (10%) per annum, from the date each was due, until paid. If any Employer defaults in the payment of any contributions due to the Trust Funds, then in addition to the fringe benefit contributions, liquidated damages and interest provided herein, said Employer shall pay all reasonable collection expenses incurred by the Trust Funds, including but not limited to arbitration fees, costs of fees of collection agents, auditing fees, accountants' fees, costs of attachment bonds, all legal expenses and costs, attorneys' fees, court costs, and reasonable compensation for employees or agents of the Trust Funds incurred in connection therewith.

C. EMPLOYER RESPONSIBILITY. In addition to all other remedies, if an Employer is delinquent in the payment of fringe benefit contributions and, consequently, an employee is denied benefits, said Employer shall pay for the health benefits that would have been provided for its employees but for said delinquency.

D. WITHDRAWAL OF EMPLOYEES. It shall not be a violation of this Agreement for the Union, after receiving notice from the Administration Office that an Employer is delinquent in the payment of fringe benefit contributions, to withdraw employees working under this Agreement from the job or jobs of said delinquent employer or to refuse to furnish employees to said delinquent Employer until full payment has been made. Before withdrawing employees pursuant to this paragraph, the Union must give said Employer seventy-two (72) hours notice by certified mail. Each employee so withdrawn shall continue to receive from said delinquent Employer full wages and fringe benefits up to a maximum of three (3) days, in addition to all wages and fringe benefits due for time actually worked prior to the withdrawal from the job. No employee will be disciplined as the result of leaving the jobsite of a delinquent Employer.

E. RIGHT TO AUDIT. Upon notice in writing from the Trust Funds or an authorized agent thereof, each Employer shall permit any accountant appointed by the Trust Funds to enter upon its premises during business hours, at all reasonable times, and to examine and copy such books, records, and documents of such Employer as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to be paid by this Agreement.

F. DOCUMENTS FOR AUDIT. The Employer understands that the purpose of the audit is to determine how much money, if any, is owed under the terms of this Agreement. The Employer further understands that the purpose of the audit would be defeated if it were able to limit the audit in any way, including limiting the audit to the employees whom the Employer defines as covered employees. Therefore, the Employer shall not limit the scope of the audit in any fashion, but must make available to the Trust Funds, upon request, all of the following books and records maintained by the Employer. The parties agree that the following documents are necessary for the completion of an audit pursuant to this Agreement: the Employer's quarterly tax returns to the state and federal government including California Forms DE-6 and IRS Forms 941; payroll journals, individual earnings records and time cards for all employees; general check registers; reports of employee hours to all trade unions and to all employee benefit plans; and

workers compensation insurance reports for all employees. Upon the accountant's certification that further documents are necessary to complete an audit, the Employer shall be required to produce any of the following documents as specified by the accountant and approved by the Trust Funds: general ledgers; bank statements; canceled checks; IRS Forms W-2, W-4, 1096 and 1099; cash receipts journals; financial statements; invoices; contracts; federal and state income tax returns; and any other records which the accountant deems necessary or relevant to complete the audit.

G. COST OF AUDIT. The entire cost of the audit shall be borne by the Employer if the audit reveals that at least $1,000 in fringe benefit contributions is due for the period covered by the audit. Any Employer who cancels an audit without at least two (2) working days notice, or who fails to provide the required documents, shall be liable for the costs caused by that delay or that failure whether or not the audit reveals any contributions due. If an employer refuses the accountant entry for purposes of an audit, the Trust Funds may take legal action to compel entry, without regard to any grievance or arbitration procedure in this Agreement; and the Employer shall pay all reasonable costs and legal fees incurred by the Trust Funds in compelling or obtaining such an audit. In the event that an audit is performed outside the State of California, the Employer shall pay all costs incurred by the Trust Funds' accountant for transportation, meals and lodging in connection with the audit. In the event the Employer becomes delinquent in any or all of the Health & Welfare, Pension, Training Trust or LMC accounts the Employer shall be responsible for all delinquent payments and liquidated damages.

H. TERMINATION NOTICE. In addition to giving written notice of termination or modification as set out in Article XXXIII Termination of Contract herein, an Employer desiring to terminate the Collective Bargaining Agreement shall also give notice of termination to the Fringe Benefit Trust Fund Administrator, at least sixty (60) days prior to the last effective date set out in this Agreement, or the last day of January of any succeeding year, sixty (60) days notice of the desire to terminate or modify this Agreement in order that the Fringe Benefit Trust Funds may have knowledge of such notice on the part of the Employer.

I. ACKNOWLEDGEMENT OF RECEIPT. The parties hereby acknowledge that the Employer has received copies of, and agrees to be bound, by all Declarations of Trust, as amended, establishing each of the several Fringe Benefit Trust Funds set out in this Agreement.

## ARTICLE XXIV. VISITS TO ESTABLISHMENTS.

It is agreed by the parties that for the purpose of the carrying out and enforcing the terms of this Agreement, the Business Representatives of the Union, or a properly accredited representative of the International Union, shall have the right of visiting and entering the establishment of the Employer to interview workers. The Union representative shall enter Employer premises by the front door and shall notify the owner or manager or (if neither is available) some other non-bargaining unit employee prior to proceeding to the work area.

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## ARTICLE XXV. LABELS.

The label of Local Union No. 510 shall be placed on each finished piece of display work in such a position as may be mutually agreed.

## ARTICLE XXVI. CONTRACT ENFORCEMENT.

A. The Union agrees to immediately take all steps to enforce the terms and conditions of this Agreement upon all Employers engaged in any of the classifications of work covered by this Agreement.

B. The Union further agrees to immediately take all steps to prevent the installation of displays and/or exhibits in any shows or conventions located within the jurisdiction of the Union, by other than employees of the Employers signatory to this Agreement. The Employer agrees to notify its clients of the Union's jurisdiction over the work of the classifications defined in this Agreement. A copy of such notice shall be sent to the Union.

C. There shall be no strike or lockout during the term of this Agreement.

## ARTICLE XXVII. NOTIFICATIONS.

A. Each Employer signatory to this Agreement agrees to notify the Union of any new hires within three (3) days of the payday immediately following hire.

B. The Union agrees and it shall, upon the execution of this Agreement, notify its members of the provisions thereof, and shall thereafter discipline any of its members found guilty of the violation of the goodwill and cooperation of this collective bargaining Agreement.

C. Each Employer signatory to this Agreement shall notify the Union of all bookings or scheduling of shows by the 7th of the month prior to the month for which said show is scheduled. All shows with one thousand (1000) or more booths shall have a pre-job conference.

## ARTICLE XXVIII. CHANGE OF OWNERSHIP.

A. This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

B. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Union, and to the employees covered for the terms of this Agreement for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed to assume the obligations of this Agreement. The word "damages" in this paragraph means any loss of wages or fringes sustained by an employee or the Union due to the Employer's failure to abide by the provisions of this paragraph.

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## ARTICLE XXIX. JOINT APPRENTICESHIP TRAINING COMMITTEE.

The Employer and Union shall establish and maintain a Joint Labor Management Committee wherein standards are adopted under the Shelley-Maloney Labor Standards Act of 1939 as amended, to govern the employment and of apprentices in the trade, craft or occupation described in this Agreement.

A. The Employer shall contribute seventy-one ($0.71) cents per hour to the Sign, Display and Allied Crafts Local Union 510 Training Trust for a Training Program on all hours paid or owed for all classifications covered by this agreement.

B. The JATC shall consist of four (4) Employers appointed Trustees and four (4) Union appointed Trustees.

## ARTICLE XXX. LABOR MANAGEMENT COMMITTEE

A. The Employers and the Union recognize the need to have a Labor-Management Committee that is established in conformity with the Labor-Management Cooperation Act. This Committee will be for the purpose of improving Labor Management relationships, job security, organizational effectiveness, enhancing economic development, industry advancement, and involving workers in decisions affecting their jobs including improving communication with respect to subjects of mutual interest and concern. The Union and the Employers have agreed to become part of the pre-existing Southern California Tradeshow Labor/Management Committee (LMC). This LMC currently has eight Trustees (four from the Union and four from the Southern California Tradeshow Contractors Association (SCTCA)). The LMC has agreed to a new Board of Trustees configuration as follows: Two appointed by the SCTCA; two appointed by management in the Northern California Region; two appointed by District Council 36 for Southern California; and two appointed by District Council 36 for Northern California. Two sub-committees will be set up, one for Southern and one for Northern California each with representation from Management and the Union.

B. Effective April 1, 2015 the contribution rate will be nine ($0.09) cents per hour for each hour paid or owed. Payments are due and payable on or before the first day of the month following the month when the work performed and shall be considered delinquent if not paid by the tenth day of the month.

C. Effective April 1, 2015 three ($0.03) cents per hour will go to the Painters and Allied Trades Labor Management Cooperation Initiative for each employee covered by this Agreement, for each hour worked or compensated for including vacation, sick leave and holidays.

Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement.

The Employer and Union agree during the term of this Agreement to be bound by and to the "Agreement and Declaration of Trust", as amended from time to time, establishing the Fund.

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The Employer hereby designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

Contributions shall be made by the Employer not later than 10 days after the close of each calendar month with respect to all work weeks ending in such calendar month. The Employer shall remit to the Administrator of the LMCI using the same Employer Report Form and process used for all other funds in this contract.

## ARTICLE XXXI. DRESS AND HYGIENE STANDARDS.

The Employer and the Union recognize the necessity of maintaining a dress code and minimal personal hygiene standards for the purposes of safety, insurance and customer service. In furtherance of this goal, the Employer and the Union agree to the following:

1. All employees are required to wear closed-toed work shoes, leather shoes, or tennis shoes while on duty. Sandals and clogs are prohibited.

2. All clothing at the start of the shift should be clean. All employees must wear shirts or T-Shirts with hemmed collars, bottoms and sleeves. All tank tops, open midriff tops and/or shirts with lewd or pornographic content or vulgar expletives are prohibited. Shirts with the name or logos of another Employer, other than the Employer for whom they are working on that day, are prohibited.
3. Safety equipment must be used or worn by the employee.

4. Personal hygiene must be maintained.

5. There shall be no smoking in prohibited areas.
6. Employees who do not comply with the above provisions are subject to discipline. Employees who are sent home under this provision shall not be entitled to minimum pay but will be entitled to pay for the hours actually worked.

7. The union shall furnish each employee with an appropriate photo identification badge to be properly displayed while working. Each Employer shall furnish A Company identification sticker to be properly displayed above the waist while working. Each Employer shall furnish a Company identification sticker to be properly affixed to the designated position on such badge while working for that employer.

8. The employer may require employees working as Forepersons or Leadpersons to wear Company furnished work clothing. All other employees shall not be required to wear Company furnished work clothing unless a specific requirement for a particular show or exhibit. In all circumstances work clothing shall be safe and appropriate for the job.

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## ARTICLE XXXII. SICK LEAVE ORDINANCES

To the fullest extent permitted, this agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this contract.

To the fullest extent permitted, this Agreement shall operate to waive any provisions of the Healthy Workplaces, Healthy Families Act of 2014, California Labor Code §§245-49, and shall supersede and be considered to have fulfilled all requirements of said Act as presently written, and or amended during the life of this contract.

## ARTICLE XXXIII. TERMINATION OF CONTRACT

A. The duration of this Agreement shall be for a period beginning April 1st, 2015 to March 31, 2018, and shall continue in full force and effect from year to year, except as hereinafter specified, unless terminated, amended, rewritten or cancelled, by either party serving notice in writing sixty (60) days previous to the expiration day, at which time the principals hereto shall notify each other, of any changes requested.

B. In the event that negotiations extend beyond the date of expiration of this Agreement, the terms of the present Agreement shall remain in effect until a new Agreement is signed and any alterations in wages, hours and working conditions shall be retroactive to the date of expiration.

**ARTICLE XXXIV. SEPARABILITY CLAUSE.**

In the event that any of the provisions of this Agreement shall be said to be in violation of any state or federal law or regulation, such determination shall not in any way affect the remaining provisions of this Agreement.

**FOR THE UNION**

DISTRICT COUNCIL 36, SIGN, DISPLAY AND ALLIED CRAFTS LOCAL UNION NO. 510

SIGNATURE: Joseph B. Toback DATED: 5/14/15
Joseph B. Toback, Business Representative

SIGNATURE: _____ DATED: _____
Grant Mitchell, Business Manager

**FOR THE EMPLOYER**

COMPANY: FREEMAN EXPO

SIGNATURE: _____ DATED: 5/14/15

PRINT NAME: BILL KUEHNLE

## APPENDIX A
## SIGN, DISPLAY & ALLIED CRAFTS LOCAL 510
## EMPLOYMENT OFFICE PROCEDURES FOR INSTALLERS

Location of Employment Office. Sign, Display & Allied Crafts Local 510, hereinafter called the "Union" shall maintain an employment office, presently at 250 Executive Park Boulevard, San Francisco, CA.

Purpose of Employment Office. The purpose of the employment office is to enable the Union, pursuant to its obligations under its collective bargaining Agreements, to furnish skilled and competent workers when requested to do so by an Employer.

Financing of the Employment Office. It is recognized that the operation of the employment office entails considerable expense to the Union. Members of the Union contribute to that expense through their Union dues. Since the employment office is available to members and non-members on an equal basis, justice requires that non-members contribute their fair share, by payment of a training fee in that amount payable by March 1st of each year.

Non-Discriminatory Standards. In carrying out the registration and dispatch procedures set forth below, the Union shall not discriminate either in favor of or against any individual by reason of his or her age, race, ethnicity, religion, disability, gender, sexual orientation, national origin or military status; nor shall the registration or dispatch of any individual be based upon, or in any way be affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of Union membership, policies or requirements, except to the extent that membership in the Union, or after the thirtieth (30th) day following the beginning of employment, shall be a condition of employment.

Registration.

A. Facilities. The Union shall maintain adequate registration facilities at the employment office.

B. Registration Lists. The Union shall maintain the following registration lists:

1. List A (Journeypersons) – Consists of: (i) persons who qualified for the A List before August 1, 2011; and (ii) persons who have fulfilled the Apprentice Program's requirements. These workers shall be listed in the order of their seniority as determined by the Union's Seniority Regulations set forth below.

2. List B: Consists only of individuals presently on such list who continue to meet the qualifications of the list. B List workers shall be dispatched in a non-discriminatory manner in accordance with Union policy.

3. List C: Consists of individuals not on the A or B List, who are available to work when workers on Lists A and B are not available for dispatch. C List workers shall be dispatched in a non-discriminatory manner in accordance with Union policy.

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4. Extra Workers: Extras dispatched by the Union who have experience working under other crafts' agreements. Such extra workers shall be employed under the terms and conditions of this Agreement, shall be paid at the "B" rate and must be registered and dispatched by the Union

5. If an Employer hires from an outside source pursuant to Article III, Section A, it shall:

   a. Verify with the Union no Journeypersons or Apprentices are available.
   b. Notify the Union by email of its intention to hire from an outside source and provide the names of those to be hired within a reasonable time, as agreed upon by the parties.
   c. Ensure that all employees performing work under this Agreement are properly registered with and dispatched by the Union.
   d. Pay such employees in accordance with the appropriate classification as set forth in Article XV, Section D.

6. Apprentices: The JATC shall maintain a list of registered Apprentices.

C. Initial Registration. Any person wishing to register for List A or B shall provide proof to the Union that he/she meets the requirements of the particular list and shall, if not a member of the Union, pay the registration fee.

D. Seniority Regulations. Seniority for journeyperson installers (List A) shall be defined as preference in employment based on:

1. The first day dispatched to work as a Journeyperson Installer for an Employer signatory to the agreement with Local 510 which covers this classification of work.

2. Registration for work and availability for work.

3. Seniority is accrued after meeting all requirements of the Apprenticeship Program.

4. An Installer will lose seniority if not registered for dispatch and/or available for work in District Council No. 36.

5. Exception to the above shall be for illness, injury or service in the Armed Forces of the United States provided that the Union is given valid and adequate notification.

6. An Exhibit Display Journeyperson registered with Local 510 is currently placed on the bottom of the A List only after serving two (2) years as a full-time journeyperson in their craft, or after working the required hours as a properly dispatched Installer, or two (2) years' time served as a builder, helper or trainee (upon becoming a journeyperson builder.) The Joint Apprenticeship Training

Committee (JATC) may modify the requirements of this paragraph.

7. Outdoor or commercial journeypersons in good standing currently shall be eligible to go on the bottom of the Installer A List, if they have worked a minimum of two years' time as a journeyperson registered with Local 510 immediately prior to admittance. In order to maintain a position on the A List, said worker currently must successfully complete the Installer Training Program within one (1) year of his or her placement on the list. The JATC may modify the requirements of this paragraph.

Dispatch Procedures

A. Order-of-Dispatch for Journeypersons and Apprentices. The order of dispatch for journeypersons and Apprentices is as follows:

1. To the extent the employer does not designate the crew by name, the employment office shall first dispatch persons whose names are on List A and Apprentices. The dispatch from List A shall be by seniority by show, so that Journeypersons are not dispatched twice to the same show unless all Journeypersons who are available have already been dispatched once. Apprentices shall be dispatched under guidelines developed by the JATC.

2. If no persons on List A are available and more Journeypersons are needed, Journeypersons from lists maintained by other IUPAT Local Unions shall be dispatched if they are available to meet the needs of the show.

B. Order of Dispatch for List B. Thereafter, if more workers are needed, persons on List B shall be dispatched in a non-discriminatory manner in accordance with the Union's policies.

C. Order of Dispatch for List C. Thereafter, if more workers are needed, persons on List C shall be dispatched in a non-discriminatory manner in accordance with the Union's policies.

D. Failure to Report. An employee who accepts a dispatch and does not report for work as scheduled, shall fall to the bottom of the list for the subsequent dispatch. Except for emergencies, an employee who is unable to report for work as scheduled shall report this fact to the Employer's designated attendance call-in phone number at least two (2) hours prior to the scheduled start time. The Union dispatch office shall be furnished a list of Employer's call-in phone numbers and employees will be notified of such phone numbers by the Employer by posting or other suitable means.

E. Refusal of Dispatch. Any employee who refuses an offer of dispatch to a job, or is not available, must wait until his name comes up again on the list.

F. Layoff. The JATC will develop guidelines for layoff procedures for Apprentices.

Posting of Procedures. A copy of these procedures shall be posted at the employment office.

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## APPENDIX B
## CONTINUING EDUCATION AND REVIEW PROGRAM

**JOINT APPRENTICESHIP TRAINING COMMITTEE (JATC)**

1. The JATC will establish and maintain a continuing Journey level education program that includes appropriate required refresher courses as determined by the JATC. Successful completion of governmental or JATC required training programs, accreditation or certification shall be considered a necessary qualification for employment. A worker shall be recognized as a Journeyperson Installer if that worker can meet the requirements and can perform the work commonly associated with the Installer, or other such Journeyperson level, classification.

2. To insure the degree of competence and fitness to perform the required work the parties agree that if the skill and proficiency of a Journeyperson is questionable the following procedure may be initiated upon written complaint to the JATC by the Employer. (a) The JATC shall refer the matter to a joint review panel composed of an equal number of representatives from the Union and the Employer JATC Trustees or their designees. (b) Any Trustee who is employed by the Employer bringing the complaint must recuse himself from the panel and in participation in any decision by the JATC involving the compliant. (c) The Joint Review Panel shall investigate and determine the required remedial action to be taken. Such remedial action may include classroom training, on the job training or any other remedial training within the jurisdiction of the JATC. (d) The Joint Review Panel shall not have the authority to render anyone ineligible for dispatch. If the remedial action is not completed or the Employer is not satisfied that the remedial action has solved the problem, the Employer may request the Joint Review Panel to select a neutral person to make a determination as to (i) whether the Journeyperson shall be required to obtain further training before being eligible for dispatch, or (ii) shall no longer be eligible for dispatch until such time as the Journeyperson demonstrates to the satisfaction of the Joint Review Panel that he or she has the skill and proficiency of a Journeyperson. The decision of the neutral person will be binding and not subject to Article 8.

## APPENDIX C
## GRAPHICS TRAINEE PROGRAM

The Employer shall establish a two (2) year Graphics Trainee curriculum consisting primarily of on the job training. Such program is subject to approval by the JATC prior to implementation and shall remain under the supervision of the JATC.

The first six (6) months shall be a probationary period during which a Trainee shall serve at will of the Employer and not subject to the terms and conditions of Article VIII Grievance Procedures.

During the next eighteen (18) months of service the Employer shall monitor a Trainees progress with documented review at least every three (3) months. Failure to satisfactorily pass a review or complete the curriculum within the two (2) year period may subject a Trainee to termination of employment. The Trainee may appeal the

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termination to the JATC for review. The decision of the JATC shall be final and binding and is not subject to the grievance procedure under Article VIII of the Agreement. If majority of the JATC cannot reach a decision the JATC may then, at the request of either party to the Agreement (Labor or Management), refer the case to a neutral referee within ten (10) days for a final and binding decision.

The Trainee wage rate shall be as follows:

***First 6 months of employment:***
***75% of Graphics Production Journeyperson Rate***

***Second 6 months of employment:***
***80% of Graphics Production Journeyperson Rate***

***Third 6 months of employment:***
***85% of Graphics Production Journeyperson Rate***

***Fourth 6 months of employment:***
***90% of Graphics Production Journeyperson Rate***

***Thereafter:***
***Full Graphics Production Journeyperson Rate***

At the sole discretion of the Employer, a Trainee may progress through the wage scale at an accelerated rate. Existing employees under the Collective Bargaining Agreement shall not suffer a reduction in wages when accepted into this program.

## APPENDIX D
## DRUG-FREE WORKPLACE POLICY

### INTRODUCTION

Convention Services Employers (the "Employer") and Sign Display & Allied Crafts Local Union 510 (the "Union") are committed to providing a safe and productive work environment for all employees. This policy is to ensure that all employees of the Company work in an environment free of the effects of illegal drug use and the abuse or misuse of legal drugs and alcohol. The Companies and the Union recognize that such use, abuse or misuse of drugs and alcohol can lead to serious physical and mental health problems.

The Companies and the Union recognize that early recognition and treatment of substance abuse is the key to successful rehabilitation. Employees are strongly encouraged to use, on a voluntary and confidential basis, the Members Assistance Program ("MAP/EAP"). Employees who undergo counseling or treatment remain subject to the same job performance and behavior standards as all other employees, and those who fail to meet those standards are subject to appropriate disciplinary action. This policy applies equally to all bargaining unit employees.

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## ADMINISTRATIVE GUIDELINES

1. **Prohibited Conduct**

All employees are prohibited from:

1) Using, possessing, manufacturing, distributing or selling illegal drugs on all properties which the Company owns, leases or is under contract to use, on Company business in Company-supplied vehicles or vehicles being used for Company business or during working hours;

2) Being under the influence of illegal drugs or having a blood alcohol content ("BAC") of .04% or above during working hours, while on Company property, Company business, in Company-supplied vehicles or vehicles being used for Company business;

3) Possessing and/or storing unsealed containers of alcohol on Company property, Company-supplied vehicle or vehicle used for Company business or while on Company business;

4) Failing to follow all physician, manufacture or package insert directions when taking prescription or over-the-counter drugs. It is the employee's responsibility to determine from his or her physician whether a prescribed drug may impair safe job performance. The proper use of medication prescribed by an Employee's physician is not prohibited.

5) Failing to notify the Company of any arrest, plea or conviction for the use of drugs or alcohol arising out of an incident 1) in the workplace 2) while conducting Company business or 3) which adversely affects the Employee's ability to perform his/her job responsibilities. This includes any arrest, plea or conviction related to an Employee's continued right to operate a motor vehicle, if the operation of a vehicle is part of the employee's job responsibilities.

6) Failing to pass any required drug and/or alcohol test as mandated by this policy;

7) Refusing to cooperate fully in any aspect of the testing process or related procedures. "Refusing to cooperate" under this provision is defined as:

   a) Failure to provide an adequate breath or urine sample for testing without a valid medical reason;
   b) Engaging in conduct that obstructs the testing process, including but not limited to:

      - Refusal to test;
      - Failure to promptly report an accident in which they were involved;
      - Failure to sign consent and chain-of-custody forms;

- Failure to report to the testing site within the time allocated;
- Failure to cooperate with the testing personnel; and
- Failure to remain readily available for a post-accident test.
- Dilution or tampering with any sample used in the testing process

8) Failure to successfully complete any requirements of the evaluation and rehabilitation process required by the MAP/EAP.

2. Testing

The goal of the Drug-Free Workplace Policy is to provide help for our employees who have drug and alcohol problems while ensuring that our workplace is operating safely and efficiently. Testing for drugs and/or alcohol may be required, in certain circumstances, under this program. The methods used to determine the presence of alcohol and/or drugs shall be urine and/or breath testing.

The Company may require tests for the presence of illegal drugs and/or alcohol in an employee's system in the following circumstances:

- **Reasonable Suspicion Drug and/or Alcohol Testing**

The determination that reasonable suspicion exists must be made by a trained management representative, a trained Union foreperson and the trained Union Steward and must be based on specific, contemporaneous, articulable and documentable observations concerning the appearance, behavior, breath, smell or speech of the Employee.

- **Post-Accident Drug and/or Alcohol Testing**

Employees who are at fault in a job-related accident which results in injury to persons or serious damage to equipment or property, including accidents involving company vehicles, machinery and/or equipment, are required to take a post-accident drug and alcohol test. The employee must remain readily available at the medical facility, work site or site of the accident for the purpose of submitting to the drug and/or alcohol test.

- **No Random Drug and/or Alcohol Testing**

Employees will not be subject to random drug testing, except as may be provided by return-to-work conditions established by the MAP/ EAP.

- **Union Representation**

An employee may request that his/her job steward be present during any questioning in connection with the determination by the Company that drug or alcohol testing is to be required. If the job steward is not available, the employee may request that the alternate steward or another Union member be present

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3. **Collection and Testing Procedures**

The Company wants to ensure that the collection and testing procedures are conducted through a scientifically valid program to insure fairness, scientific accuracy and the highest integrity in the process. As such, the Company and Union adopt the Department of Transportation's (DOT) anti-drug and alcohol processes as contained in 49 C.F.R., Section 40. Under this program an independent DOT-approved laboratory will test by way of urine collection for the presence of five illegal drugs, namely, amphetamines, marijuana, cocaine, opiates (heroin) and phencyclidine (PCP). The laboratory will further test for the presence of alcohol by taking breath samples through the use of a DOT-approved Breathalyzer. Section 4, below, shall govern drug and alcohol violation rates. In addition, to insure fairness and integrity in the process, the DOT-approved collection and chain of custody procedures, Medical Review Officer review, Substance Abuse Professional review and split sample testing will also be adopted by Company as part of this program. A full description of these procedures is available from either the Company or the Union, at the employee's request.

- **Chain of Custody**

When a specimen is obtained, the container or test tube(s) will remain in full view of the Employee and must be sealed, labeled, and initialed by the Employee. From that time on the specimen container shall never be handled by any employee of the Company or Union Member.

- **Confidentiality**

Company managers and supervisors are to restrict communications concerning test results of this procedure to persons who have an absolute need to know. The test results are to be reported to an appointed manager or supervisor, and all files are to be kept confidential and locked in accordance with established procedures.

4. **Evaluation and Violation Rates**

All Employees will be tested based upon the following violation rate standards:

- **Alcohol** –BAC of .04% or above

- **Illegal Drugs**

| | | | |
|---|---|---|---|
| Amphetamines | 500 | ng/ml | |
| Cocaine | 150 | ng/ml | |
| Marijuana | | 150 | ng/ml |
| Opiates | 2000 | ng/ml | |
| Phencyclidine | 25 | ng/ml | |

Any Employee who tests at or over these cutoff levels for drugs or alcohol or engages in any of the prohibited conduct as outlined in this Policy has violated this Policy.

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## 5. Consequences for Violation of this Policy

Except for conduct described in Section 6, "Grounds for Immediate Termination," an employee who violates this Policy shall be given the opportunity to enter into EAP/MAP recommended Continued Employment Agreement ("CEA"). The CEA will obligate the employee, as a condition of retaining his or her job to:

- Successfully complete treatment and counseling as prescribed by the MAP/EAP, including passage of a return-to-work drug and alcohol test;
- Abide by all Company employment policies and work rules, including, but not limited to, all provisions of the Drug-Free Workplace Policy, and
- Be subject to additional drug and alcohol tests during the period of the CEA, as determined by the MAP/EAP.

Any employee who violates any of the conditions of the CEA or fails a second drug or alcohol test may be automatically terminated from employment. An individual may approach the Union following termination, if he/she possesses an MAP/EAP recommendation and a timely successful passage of a return to work drug and alcohol test, to request that the Union set a meeting with the Employer to discuss the potential return to work of such individual.

## 6. Grounds for Immediate Termination

Engaging in the following conduct shall be grounds for immediate termination, although the Employer, in its discretion, may choose to impose different discipline, including referral to the MAP/EAP.

- Using, possessing, manufacturing, distributing or selling illegal drugs on all properties which the Company owns, leases or is under contract to use, on Company business, in Company-supplied vehicles or vehicles being used for Company business or during working hours;
- Possessing and/or storing unsealed containers of alcohol on Company property, in a Company-supplied vehicle or vehicle used for Company business or while on Company business;
- Operation of any machinery or equipment, including automobiles, while under the influence of illegal drugs or having a BAC of .04% or above in any test following the operation of such machinery, equipment, or vehicle;
- Refusing to cooperate fully in any aspect of the testing process or related procedures, as defined under Section 1, above;

## 7. Amendments

The JATC may make recommendations from time to time regarding amendments to this Policy. The parties shall give due consideration to such recommendations. Amendments may be made to this Policy only by mutual agreement of the parties who negotiated this P

## APPENDIX E – WAGES/BENEFITS/EMPLOYER CONTRIBUTIONS/DEDUCTIONS

**See 9 Rate PDF's attached to this email**

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# Trade Show and Convention Installer Agreement

## Wages/ Benefits/Employer Contributions/Deductions

## Effective April 1, 2015 to March 31, 2016

## INSTALLER

| Classification | | | | Wages 38.65 Base Rate | Wages 7.0% Vac/Hol | Wages Rate +Vac/Hol | Employer Contribution Medical | Employer Contribution Pension | Employer Contribution JATC | Employer Contribution LMC | Employer Contribution LMCI | Deduction Pac/Promo | Deduction Administrative Dues | Total Package Wages+Vac/Hol+Medical+ Pension+JATC+LMC+LMCI |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | | *Per hour* |
| Journeyperson | A | | ST | 38.65 | 2.71 | 41.36 | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 60.64 |
| | | | OT | 57.98 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 77.26 |
| | | | DT | 77.30 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 96.58 |
| Foreperson | plus | 11% | ST | 42.90 | 3.00 | 45.90 | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 65.18 |
| | | | OT | 64.35 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 83.63 |
| | | | DT | 85.80 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 105.08 |
| Lead/hightime | plus | 10% | ST | 42.52 | 2.98 | 45.50 | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 64.78 |
| Swing Stage | | | OT | 63.78 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 83.06 |
| Riggers | | | DT | 85.04 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 104.32 |
| B List | | 70% | ST | 27.06 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 46.34 |
| | | | OT | 40.59 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 59.87 |
| | | | DT | 54.12 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 73.40 |
| C List | | 55% | ST | 21.26 | na | na | 11.80 | na | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 33.89 |
| | | | OT | 31.89 | na | na | 11.80 | na | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 44.52 |
| | | | DT | 42.52 | na | na | 11.80 | na | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 55.15 |

# Trade Show and Convention Installer Agreement

## Wages/ Benefits/Employer Contributions/Deductions

### Effective April 1, 2016 to March 31, 2017

### INSTALLER

| Classification | | | | Wages 39.75 Base Rate | Wages 7.0% Vac/Hol | Wages Rate +Vac/Hol | Employer Contribution Medical | Employer Contribution Pension | Employer Contribution JATC | Employer Contribution LMC | Employer Contribution LMCI | Deduction Pac/Promo | Deduction Administrative Dues | Total Package Wages+Vac/Hol+Medical+ Pension+JATC+LMC+LMCI |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | | *Per hour* |
| Journeyperson | | A | ST | 39.75 | 2.78 | 42.53 | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 62.41 |
| | | | OT | 59.63 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 79.51 |
| | | | DT | 79.50 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 99.38 |
| Foreperson | plus | 11% | ST | 44.12 | 3.09 | 47.21 | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 67.09 |
| | | | OT | 66.18 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 86.06 |
| | | | DT | 88.24 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 108.12 |
| Lead/hightime | plus | 10% | ST | 43.73 | 3.06 | 46.79 | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 66.67 |
| Swing Stage | | | OT | 65.60 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 85.48 |
| Riggers | | | DT | 87.46 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 107.34 |
| B List | | 70% | ST | 27.83 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 47.71 |
| | | | OT | 41.75 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 61.63 |
| | | | DT | 55.66 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 75.54 |
| C List | | 55% | ST | 21.86 | na | na | 11.90 | na | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 34.59 |
| | | | OT | 32.79 | na | na | 11.90 | na | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 45.52 |
| | | | DT | 43.72 | na | na | 11.90 | na | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 56.45 |

# Trade Show and Convention Installer Agreement

## Wages/ Benefits/Employer Contributions/Deductions

## Effective April 1, 2017 to March 31, 2018

## INSTALLER

| Classification | | | | Wages 40.55 Base Rate | Wages 7.0% Vac/Hol | Wages Rate +Vac/Hol | Employer Contribution Medical* | Employer Contribution Pension* | Employer Contribution JATC | Employer Contribution LMC | Employer Contribution LMCI | Deduction Pac/Promo | Deduction Administrative Dues | Total Package Wages+Vac/Hol+Medical+ Pension+JATC+LMC+LMCI |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | | *Per hour* |
| Journeyperson | | A | ST | 40.55 | 2.84 | 43.39 | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 63.87 |
| | | | OT | 60.83 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 81.31 |
| | | | DT | 81.10 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 101.58 |
| Foreperson | plus | 11% | ST | 45.01 | 3.15 | 48.16 | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 68.64 |
| | | | OT | 67.52 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 88.00 |
| | | | DT | 90.02 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 110.50 |
| Lead/hightime | plus | 10% | ST | 44.61 | 3.12 | 47.73 | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 68.21 |
| Swing Stage | | | OT | 66.92 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 87.40 |
| Riggers | | | DT | 89.22 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 109.70 |
| B List | | 70% | ST | 28.39 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 48.87 |
| | | | OT | 42.59 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 63.07 |
| | | | DT | 56.78 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 77.26 |
| C List | | 55% | ST | 22.30 | na | na | 12.00 | na | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 35.13 |
| | | | OT | 33.45 | na | na | 12.00 | na | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 46.28 |
| | | | DT | 44.60 | na | na | 12.00 | na | 0.71 | 0.09 | 0.03 | na | $1.00 per hour | 57.43 |

*** In the contract year beginning April 1, 2017: an additional $.25 shall be available for either Health Insurance or Pension Benefits at the election of the Union. The Union shall give 30 days notice before any change in benefits allocation is made.**

# Trade Show and Convention Installer Agreement

## Wages/ Benefits/Employer Contributions/Deductions

## Effective April 1, 2015 to March 31, 2016

## APPRENTICE

| Classification | Level | | | Wages 38.65 Base Rate | Wages 7.0% Vac/Hol | Wages Rate +Vac/Hol | Employer Contribution Medical | Employer Contribution Pension | Employer Contribution JATC | Employer Contribution LMC | Employer Contribution LMCI | Deduction Pac/Promo | Deduction Administrative Dues | Total Package Wages+Vac/Hol+Medical+ Pension+JATC+LMC+LMCI |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | | *Per hour* |
| Apprentice | 1 | 60% | ST | 23.19 | 1.62 | 24.81 | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 44.09 |
| | | | OT | 34.79 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 54.07 |
| | | | DT | 46.38 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 65.66 |
| Apprentice | 2 | 67% | ST | 25.90 | 1.81 | 27.71 | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 46.99 |
| | | | OT | 38.85 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 58.13 |
| | | | DT | 51.80 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 71.08 |
| Apprentice | 3 | 74% | ST | 28.60 | 2.00 | 30.60 | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 49.88 |
| | | | OT | 42.90 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 62.18 |
| | | | DT | 57.20 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 76.48 |
| Apprentice | 4 | 81% | ST | 31.31 | 2.19 | 33.50 | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 52.78 |
| | | | OT | 46.97 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 66.25 |
| | | | DT | 62.62 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 81.90 |
| Apprentice | 5 | 88% | ST | 34.01 | 2.38 | 36.39 | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 55.67 |
| | | | OT | 51.02 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 70.30 |
| | | | DT | 68.02 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 87.30 |
| Apprentice | 6 | 95% | ST | 36.72 | 2.57 | 39.29 | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 58.57 |
| | | | OT | 55.08 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 74.36 |
| | | | DT | 73.44 | na | na | 11.80 | 6.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 92.72 |

# Trade Show and Convention Installer Agreement

## Wages/ Benefits/Employer Contributions/Deductions

## Effective April 1, 2016 to March 31, 2017

## APPRENTICE

| Classification | Level | | Wages 39.75 Base Rate | Wages 7.0% Vac/Hol | Wages Rate +Vac/Hol | Employer Contribution Medical | Employer Contribution Pension | Employer Contribution JATC | Employer Contribution LMC | Employer Contribution LMCI | Deduction Pac/Promo | Deduction Administrative Dues | Total Package Wages+Vac/Hol+Medical+ Pension+JATC+LMC+LMCI |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | | *Per hour* |
| Apprentice | 1 | 60% ST | 23.85 | 1.67 | 25.52 | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 45.40 |
| | | OT | 35.78 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 55.66 |
| | | DT | 47.70 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 67.58 |
| Apprentice | 2 | 67% ST | 26.63 | 1.86 | 28.49 | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 48.37 |
| | | OT | 39.95 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 59.83 |
| | | DT | 53.26 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 73.14 |
| Apprentice | 3 | 74% ST | 29.42 | 2.06 | 31.48 | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 51.36 |
| | | OT | 44.13 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 64.01 |
| | | DT | 58.84 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 78.72 |
| Apprentice | 4 | 81% ST | 32.20 | 2.25 | 34.45 | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 54.33 |
| | | OT | 48.30 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 68.18 |
| | | DT | 64.40 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 84.28 |
| Apprentice | 5 | 88% ST | 34.98 | 2.45 | 37.43 | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 57.31 |
| | | OT | 52.47 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 72.35 |
| | | DT | 69.96 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 89.84 |
| Apprentice | 6 | 95% ST | 37.76 | 2.64 | 40.40 | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 60.28 |
| | | OT | 56.64 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 76.52 |
| | | DT | 75.52 | na | na | 11.90 | 7.15 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 95.40 |

# Trade Show and Convention Installer Agreement

## Wages/ Benefits/Employer Contributions/Deductions

### Effective April 1, 2017 to March 31, 2018

### APPRENTICE

| Classification | Level | | Wages 40.55 Base Rate | Wages 7.0% Vac/Hol | Wages Rate +Vac/Hol | Employer Contribution Medical* | Employer Contribution Pension* | Employer Contribution JATC | Employer Contribution LMC | Employer Contribution LMCI | Deduction Pac/Promo | Deduction Administrative Dues | Total Package Wages+Vac/Hol+Medical+ Pension+JATC+LMC+LMCI |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | | *Per hour* |
| Apprentice | 1 | 60% ST | 24.33 | 1.70 | 26.03 | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 46.51 |
| | | OT | 36.50 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 56.98 |
| | | DT | 48.66 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 69.14 |
| Apprentice | 2 | 67% ST | 27.17 | 1.90 | 29.07 | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 49.55 |
| | | OT | 40.76 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 61.24 |
| | | DT | 54.34 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 74.82 |
| Apprentice | 3 | 74% ST | 30.01 | 2.10 | 32.11 | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 52.59 |
| | | OT | 45.02 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 65.50 |
| | | DT | 60.02 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 80.50 |
| Apprentice | 4 | 81% ST | 32.85 | 2.30 | 35.15 | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 55.63 |
| | | OT | 49.28 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 69.76 |
| | | DT | 65.70 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 86.18 |
| Apprentice | 5 | 88% ST | 35.68 | 2.50 | 38.18 | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 58.66 |
| | | OT | 53.52 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 74.00 |
| | | DT | 71.36 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 91.84 |
| Apprentice | 6 | 95% ST | 38.52 | 2.70 | 41.22 | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 61.70 |
| | | OT | 57.78 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 78.26 |
| | | DT | 77.04 | na | na | 12.00 | 7.65 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 97.52 |

*** In the contract year beginning April 1, 2017: an additional $.25 shall be available for either Health Insurance or Pension Benefits at the election of the Union. The Union shall give 30 days notice before any change in benefits allocation is made.**

# Trade Show and Convention Installer Agreement

## Wages/ Benefits/Employer Contributions/Deductions

## Effective April 1, 2015 to March 31, 2016

## REGULAR

| Classification | | | | Wages 41.21 Base Rate | Wages 7.0% Vac/Hol | Wages Rate +Vac/Hot | Employer Contribution Medical | Employer Contribution Pension | Employer Contribution JATC | Employer Contribution LMC | Employer Contribution LMCI | Deduction Pac/Promo | Deduction Administrative Dues | Total Package Wages+Medical+Pension +JATC+LMC+LMCI |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | | *Per hour* |
| Journeyperson | | | ST | 41.21 | na | na | 10.55 | 5.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 58.44 |
| | | | OT | 61.82 | na | na | 10.55 | 5.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 79.05 |
| | | | DT | 82.42 | na | na | 10.55 | 5.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 99.65 |
| Foreperson | plus | 11% | ST | 45.74 | na | na | 10.55 | 5.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 62.97 |
| | | | OT | 68.61 | na | na | 10.55 | 5.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 85.84 |
| | | | DT | 91.48 | na | na | 10.55 | 5.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 108.71 |
| Lead/hightime | plus | 10% | ST | 45.33 | na | na | 10.55 | 5.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 62.56 |
| Swing Stage | | | OT | 68.00 | na | na | 10.55 | 5.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 85.23 |
| Riggers | | | DT | 90.66 | na | na | 10.55 | 5.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 107.89 |

# Trade Show and Convention Installer Agreement

## Wages/ Benefits/Employer Contributions/Deductions

### Effective April 1, 2016 to March 31, 2017

### REGULAR

| Classification | | | | Wages 42.31 Base Rate | Wages 7.0% Vac/Hol | Wages Rate +Vac/Hol | Employer Contribution Medical | Employer Contribution Pension | Employer Contribution JATC | Employer Contribution LMC | Employer Contribution LMCI | Deduction Pac/Promo | Deduction Administrative Dues | Total Package Wages+Medical+Pension +JATC+LMC+LMCI |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | | *Per hour* |
| Journeyperson | | | ST | 42.31 | na | na | 10.65 | 6.35 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 60.14 |
| | | | OT | 63.47 | na | na | 10.65 | 6.35 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 81.30 |
| | | | DT | 84.62 | na | na | 10.65 | 6.35 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 102.45 |
| Foreperson | plus | 11% | ST | 46.96 | na | na | 10.65 | 6.35 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 64.79 |
| | | | OT | 70.44 | na | na | 10.65 | 6.35 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 88.27 |
| | | | DT | 93.92 | na | na | 10.65 | 6.35 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 111.75 |
| Lead/hightime | plus | 10% | ST | 46.54 | na | na | 10.65 | 6.35 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 64.37 |
| Swing Stage | | | OT | 69.81 | na | na | 10.65 | 6.35 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 87.64 |
| Riggers | | | DT | 93.08 | na | na | 10.65 | 6.35 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 110.91 |

# Trade Show and Convention Installer Agreement

## Wages/ Benefits/Employer Contributions/Deductions

## Effective April 1, 2017 to March 31, 2018

## REGULAR

| Classification | | | | Wages 43.11 Base Rate | Wages 7.0% Vac/Hol | Wages Rate +Vac/Hol | Employer Contribution Medical* | Employer Contribution Pension* | Employer Contribution JATC | Employer Contribution LMC | Employer Contribution LMCI | Deduction Pac/Promo | Deduction Administrative Dues | Total Package Wages+Medical+Pension +JATC+LMC+LMCI |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | | *Per hour* |
| Journeyperson | | | ST | 43.11 | na | na | 10.75 | 6.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 61.54 |
| | | | OT | 64.67 | na | na | 10.75 | 6.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 83.10 |
| | | | DT | 86.22 | na | na | 10.75 | 6.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 104.65 |
| Foreperson | plus | 11% | ST | 47.85 | na | na | 10.75 | 6.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 66.28 |
| | | | OT | 71.78 | na | na | 10.75 | 6.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 90.21 |
| | | | DT | 95.70 | na | na | 10.75 | 6.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 114.13 |
| Lead/hightime | plus | 10% | ST | 47.42 | na | na | 10.75 | 6.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 65.85 |
| Swing Stage | | | OT | 71.13 | na | na | 10.75 | 6.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 89.56 |
| Riggers | | | DT | 94.84 | na | na | 10.75 | 6.85 | 0.71 | 0.09 | 0.03 | 0.05 | (2% of gross pay) | 113.27 |

*** In the contract year beginning April 1, 2017: an additional $.25 shall be available for either Health Insurance or Pension Benefits at the election of the Union. The Union shall give 30 days notice before any change in benefits allocation is made.**

# Attachment 12

# OLSE Summary Tables of Basic Hourly Rates and Fringe Benefits from Collective Bargaining Agreements Provided in Attachments 5-11

## Summary of Attachment 5: Janitorial Services

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between the San Francisco Maintenance Contractors Association and Service Employees International Union, Building Service Employees Union, Local 1877 Division 87 (Attachment 6). **The chart does NOT include all the information contained in the Collective Bargaining Agreement.** Please refer to **Attachment 5** for complete information on wages and fringe benefits.

| | EMPLOYER PAYMENTS | | | | | | | STRAIGHT-TIME | | | OVERTIME | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Craft (Journey Level)** | **Basic Hourly Rate** | | **Health and Welfare** | **Pension** | | **Vacation (2 wk after 1 yr., 3 wk after 5 yrs, 4 wk after 12 yrs)** | **Holidays (10 / year)** | **Hours** | | **Hourly Rate** | | **1.5 X** | | **2x** | |
| Number of hours worked for any employer in the industry since June 1, 1983 | | | | | | | | | | | | | | | |
| 0-1950 | A $ 13.455 | | B $1,333.85 / month | C $ 1.8377 | | n/a | $ 0.518 | 7.50 | G | $ 15.81 | + Monthly Health Trust Fund payment | G $ 22.54 | + Monthly Health Trust Fund payment | G $ 29.27 | + Monthly Health Trust Fund payment |
| 1951-3900 | A $ 15.450 | | B $1,333.85 / month | C $ 1.8377 | | $ 0.594 | $ 0.594 | 7.50 | G | $ 18.48 | | G $ 26.20 | | G $ 33.93 | |
| 3901-4850 | A $ 17.455 | | B $1,357.85 / month | C $ 1.8377 | | $ 0.671 | $ 0.671 | 7.50 | G | $ 20.64 | | G $ 29.36 | | G $ 38.09 | |
| Over 4850 | A $ 19.450 | | B $1,357.85 / month | C $ 1.8377 | E | $ 1.122 | $ 0.748 | 7.50 | G,H | $ 23.16 | | G,H $ 32.88 | | G,H $ 42.61 | |

**Forepersons with 10 or fewer employees**

| Number of hours worked for any employer in the industry since June 1, 1983 | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0-1950 | A $ 13.955 | | B $1,333.85 / month | C $ 1.8377 | | n/a | $ 0.537 | 7.50 | G | $ 16.33 | + Monthly Health Trust Fund payment | G $ 23.31 | + Monthly Health Trust Fund payment | G $ 30.28 | + Monthly Health Trust Fund payment |
| 1951-3900 | A $ 15.950 | | B $1,333.85 / month | C $ 1.8377 | | $ 0.613 | $ 0.613 | 7.50 | G | $ 19.01 | | G $ 26.99 | | G $ 34.96 | |
| 3901-4850 | A $ 17.955 | | B $1,357.85 / month | C $ 1.8377 | | $ 0.691 | $ 0.691 | 7.50 | G | $ 21.17 | | G $ 30.15 | | G $ 39.13 | |
| Over 4850 | A $ 19.950 | | B $1,357.85 / month | C $ 1.8377 | E | $ 1.151 | $ 0.767 | 7.50 | G,H | $ 23.71 | | G,H $ 33.68 | | G,H $ 43.66 | |

**Forepersons with more than 10 employees**

| Number of hours worked for any employer in the industry since June 1, 1983 | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0-1950 | A $ 14.205 | | B $1,333.85 / month | C $ 1.8377 | | n/a | $ 0.546 | 7.50 | G | $ 16.59 | + Monthly Health Trust Fund payment | G $ 23.69 | + Monthly Health Trust Fund payment | G $ 30.79 | + Monthly Health Trust Fund payment |
| 1951-3900 | A $ 16.200 | | B $1,333.85 / month | C $ 1.8377 | | $ 0.623 | $ 0.623 | 7.50 | G | $ 19.28 | | G $ 27.38 | | G $ 35.48 | |
| 3901-4850 | A $ 18.205 | | B $1,357.85 / month | C $ 1.8377 | | $ 0.700 | $ 0.700 | 7.50 | G | $ 21.44 | | G $ 30.55 | | G $ 39.65 | |
| Over 4850 | A $ 20.200 | | B $1,357.85 / month | C $ 1.8377 | E | $ 1.165 | $ 0.777 | 7.50 | G,H | $ 23.98 | | G,H $ 34.08 | | G,H $ 44.18 | |

Footnotes:

A. There shall be a twenty cent per hour premium for those employees working in the classifications and performing the duties of **carpet and rug cleaning.** Full-time, fully dedicated **restroom attendants** will be paid an additional $0.05 per hour. See Section 8 of the Agreement for details.

B. The **Health and Welfare** benefits are required for employees who have been employed by the employer for at least 4 months and worked at least 90 hours in the previous month. This amount is paid in addition to the total hourly wage rate. The rates listed are based on the benefit plan contribution rates effective for April 2015. See rate notifications attached. See Exhibit B of the Agreement information on health and welfare coverage requirements.

C. See Section 16 of the Agreement for details.

D. All employees who have been in the service of the employer continuously for 1 year shall be granted 2 weeks of vacation with pay. After 5 years of continuous employment, employee receives 3 weeks. After 12 years, employee receives 4 weeks of vacation with pay. See Section 10 of the Agreement for details.

E.. Vacation rates vary. (see footnote D above). The sample vacation rate shown here is for an employee who has been in the services of the employer continuously for 5 years and receives 3 weeks of vacation benefits.

F. See Section 11 of the Agreement for designated holidays

G. The total hourly wage rate on the chart does NOT include the health and welfare amount. The health and welfare amount must be paid, in addition to the total hourly rate, if the employee has worked 90 hours in the previous month.

H. **Vacation rates vary, and the Total Hourly Rate may be higher or lower than the amount shown here.** See footnote C and Section 5 of the Agreement for details. The sample vacation rate shown here is for an employee having had 12 years' completed continuous service and receiving vacation benefits of 4 weeks with pay. All employees who have been in the service of the employer continuously for 1 year shall be granted 2 weeks of vacation with pay. After 5 years of continuous employment, employee receives 3 weeks. After 12 years, employee receives 4 weeks of vacation with pay. See Section 10 of the Agreement for details.

GENERAL EMPLOYEES TRUST FUND
TRUST CLAIMS OFFICE: 2323 EASTLAKE AVE E, SEATTLE, WA 98102
ENGLISH: (800) 441-5593
ESPAÑOL: (866) 239-0368

MEMORANDUM

DATE: April 2015

TO: ABLE BUILDING MAINTENANCE - SF BUILDINGS; Account No. 102300

FROM: Trust Administrative Office

RE: Employer Contribution Rate Changes for April 2015 hours/May 2015 Payment

After considerable review, the Board of Trustees completed their annual funding evaluation of the various General Employees Trust Fund (GETF) benefit plans. New contribution rates for all benefit plans will become effective with April 2015 hours, payable in May 2015. These new rates will be reflected on your upcoming employer reporting form. Please adjust your records accordingly.

The current plan and contribution rate in effect for your contract is:

| | |
|---|---|
| MENU PLAN C26A | $1333.85 |

The **new** contribution rate effective with April 2015 hours, due May 10, 2015 is:

| | |
|---|---|
| MENU PLAN C26A | $1357.85 |

Please note: if your account has more than one menu plan associated with it you will a separate notice for each menu plan.

If you have any questions regarding the contribution rate change, please contact the Administrative Office using the phone numbers listed above.

BF:cf

cc: Board of Trustees
Local Unions
NWA Account Team

GETF
# GENERAL EMPLOYEES TRUST FUND
TRUST CLAIMS OFFICE: 2323 EASTLAKE AVE E, SEATTLE, WA 98102
ENGLISH: (800) 441-5593
ESPAÑOL: (866) 239-0368

MEMORANDUM

DATE: April 2015

TO: ABLE BUILDING MAINTENANCE - SF BUILDINGS; Account No. 102300

FROM: Trust Administrative Office

RE: Employer Contribution Rate Changes for April 2015 hours/May 2015 Payment

After considerable review, the Board of Trustees completed their annual funding evaluation of the various General Employees Trust Fund (GETF) benefit plans. New contribution rates for all benefit plans will become effective with April 2015 hours, payable in May 2015. These new rates will be reflected on your upcoming employer reporting form. Please adjust your records accordingly.

The current plan and contribution rate in effect for your contract is:

| | |
|---|---|
| MENU PLAN C26B | $1068.12 |

The **new** contribution rate effective with April 2015 hours, due May 10, 2015 is:

| | |
|---|---|
| MENU PLAN C26B | $1092.12 |

Please note: if your account has more than one menu plan associated with it you will a separate notice for each menu plan.

If you have any questions regarding the contribution rate change, please contact the Administrative Office using the phone numbers listed above.

BF:cf

cc: Board of Trustees
Local Unions
NWA Account Team

## Summary of Attachment 6: Window Cleaners

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between the San Francisco Window Cleaning Contractors Association and Window Cleaners Union – SEIU Local 1877, AFL-CIO in effect from April 1, 2014 to March 31, 2017 (Attachment 7). **The chart does NOT include all the information contained in the Collective Bargaining Agreement.** Please refer to the **Attachment 6** for complete information on wages and fringe benefits.

| | | EMPLOYER PAYMENTS | | | | | STRAIGHT-TIME | | | OVERTIME | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Craft (Journey Level) | A | Basic Hourly Rate | B Health and Welfare | Pension | C Vacation (varies, w/ increases at year 1, 3, 5, & 12) | D Holidays (10 / year) | Hours | Total Hourly Rate | | G 1.5 X | | G 2x | | |
| Base | A | $ 21.650 | B $1,370.83 / month | $ 3.420 | C $ 1.250 | $ 0.830 | $ 7.50 | E, F $ 27.150 | + Monthly health & welfare payment | E, F $ 37.980 | + Monthly health & welfare payment | E, F $ 48.800 | + Monthly health & welfare payment | |
| Leadman Base | A | $ 22.900 | B $1,370.83 / month | $ 3.420 | C $ 1.320 | $ 0.880 | $ 7.50 | E, F $ 28.520 | | E, F $ 39.970 | | E, F $ 51.420 | | |
| Scaffold / Bos'n Chair | A | $ 23.110 | B $1,370.83 / month | $ 3.420 | C $ 1.330 | $ 0.890 | $ 7.50 | E, F $ 28.750 | | E, F $ 40.305 | | E, F $ 51.860 | | |
| Leadman Scaffold / Bos'n Chair | A | $ 24.360 | B $1,370.83 / month | $ 3.420 | C $ 1.410 | $ 0.940 | $ 7.50 | E, F $ 30.130 | | E, F $ 42.310 | | E, F $ 54.490 | | |

Footnotes

A. This table shows wage rates as of April 1, 2015.

B. The Health and Welfare payment is paid in addition to the total hourly wage rate. This rate for the General Employees Trust Fund plan C18 became effective April 1, 2015 These amounts are paid for employees who have worked for at least 975 hours and then worked a minimum of 75 hours in a subsequent calendar month. See Section 8 of the Agreement more information.

C. Vacation rates vary. The sample rate shown here are for an employee who works continuously for one employer for 5 years and receives 15 days vacation with pay. The actual rate may be higher or lower than the required rate. See Section 12 of the Agreement for details. All employees who work continuously for one employer for one year shall receive a minimum of 10 days of vacation with pay. Employees who work for 2 years employees receive 12 days; those who work for 5 years receive 15 days; those who work for 12 years receive 20 days. See Section 12 of the Agreement for details. See Section 12 the Agreement for details. The sample rate shown here is for an employee having had 12 years continuous service and receiving vacation benefits of 4 weeks with pay.

D. See Section 6 of the Agreement for designated holidays and details.

**E. The total hourly wage rate on the chart does NOT include the health and welfare amount.** The health and welfare amount is paid for eligible employees in addition to the total hourly rate. See Section 8 of the Agreement.

F. **Vacation rates vary, and the required Total Hourly Rate may be higher or lower than the amount shown here.** See footnote B and Section 12 of the Agreement for details. The sample vacation rate included here is for an employee having had 5 years' completed continuous service and receiving vacation benefits of 15 vacation days with pay.

G. Overtime work shall be on the following basis: Time and a half after 7 1/2 hours worked in a day and double time after 12 hours in a day. See Section 4 of the Agreemend for details.

GENERAL EMPLOYEES TRUST FUND
TRUST CLAIMS OFFICE: 2323 EASTLAKE AVE E, SEATTLE, WA 98102
ENGLISH: (800) 441-5593
ESPAÑOL: (866) 239-0368

MEMORANDUM

DATE: April 2015

TO: CENTURY WINDOW CLEANING; Account No. 107470

FROM: Trust Administrative Office

RE: Employer Contribution Rate Changes for April 2015 hours/May 2015 Payment

After considerable review, the Board of Trustees completed their annual funding evaluation of the various General Employees Trust Fund (GETF) benefit plans. New contribution rates for all benefit plans will become effective with April 2015 hours, payable in May 2015. These new rates will be reflected on your upcoming employer reporting form. Please adjust your records accordingly.

The current plan and contribution rate in effect for your contract is:

| | |
|---|---|
| Menu Plan C18 | $1360.83 |

The **new** contribution rate effective with April 2015 hours, due May 10, 2015 is:

| | |
|---|---|
| Menu Plan C18 | $1370.83 |

Please note: if your account has more than one menu plan associated with it you will a separate notice for each menu plan.

If you have any questions regarding the contribution rate change, please contact the Administrative Office using the phone numbers listed above.

BF:cf

cc: Board of Trustees
Local Unions
NWA Account Team

## Summary of Attachment 7: Parking Garage Attendants

This chart is the Office of Labor Standards Enforcement's summary of the collective bargaining agreement between Signatory Parking Operators and Teamsters Automotive Employees, Local 665 in effect from December 1, 2012 until November 30, 2015 (Attachment 5). **The chart does NOT include all the information contained in the collective bargaining agreement.** Please refer to **Attachment 7** for details of wages and fringe benefits.

| | EMPLOYER PAYMENTS | | | | | | | STRAIGHT-TIME | | | OVERTIME | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CRAFT (JOURNEY LEVEL) | Basic Hourly Rate | Health & Welfare | Pension | Vacation Increases after Years 1, 2, 5, 12, 20, and 25. (See Agreement) | E Holiday 12 / year | F Supplemental 401K Contribution | Hours | Total Hourly Rate | | 1.5 X Basic Hourly Rate | | 2 X Basic Hourly Rate | |
| Journeyman | A $ 21.80 | C $990 / month | $ 2.19 | D, H $ 1.26 | $ 1.01 | $ 0.25 | 8 | G, H $ 26.50 | Plus Monthly Health & Welfare Payment | G, H $ 37.40 | Plus Monthly Health & Welfare Payment | G, H $ 48.30 | Plus Monthly Health & Welfare Payment |
| 1-6 months | A $ 14.50 | C $990 / month | B $ 2.19 | D $ 0.28 | $ 0.67 | F $ 0.25 | 8 | G $ 17.89 | | G $ 25.14 | | G $ 32.39 | |
| 7-12 months | A $ 15.00 | C $990 / month | $ 2.19 | D $ 0.29 | $ 0.69 | $ 0.25 | 8 | G $ 18.42 | | G $ 25.92 | | G $ 33.42 | |
| 13-18 months | A $ 16.50 | C $990 / month | $ 2.19 | D $ 0.63 | $ 0.76 | $ 0.25 | 8 | G $ 20.34 | | G $ 28.59 | | G $ 36.84 | |
| Class B Progression Rate | A $ 16.50 | C $990 / month | $ 2.19 | D, H $ 0.95 | $ 0.76 | $ 0.25 | 8 | G, H $ 20.65 | | G, H $ 28.90 | | G, H $ 37.15 | |
| 1-6 months | A $ 14.00 | C $990 / month | B $ 2.19 | D $ 0.27 | $ 0.65 | F $ 0.25 | 8 | G $ 17.36 | | G $ 24.36 | | G $ 31.36 | |
| 7-12 months | A $ 14.75 | C $990 / month | $ 2.19 | D $ 0.28 | $ 0.68 | $ 0.25 | 8 | G $ 18.15 | | G $ 25.53 | | G $ 32.90 | |
| 13-18 months | A $ 16.00 | C $990 / month | $ 2.19 | D $ 0.62 | $ 0.74 | $ 0.25 | 8 | G $ 19.79 | | G $ 27.79 | | G $ 35.79 | |
| Foreperson | A $ 25.07 | C $990 / month | $ 2.19 | D, H $ 1.45 | $ 1.16 | $ 0.25 | 8 | G, H $ 30.11 | | G, H $ 42.65 | | G, H $ 55.18 | |
| 1-6 months | A $ 16.68 | C $990 / month | B $ 2.19 | D $ 0.32 | $ 0.77 | F $ 0.25 | 8 | G $ 20.21 | | G $ 28.54 | | G $ 36.88 | |
| 7-12 months | A $ 17.25 | C $990 / month | $ 2.19 | D $ 0.33 | $ 0.80 | $ 0.25 | 8 | G $ 20.82 | | G $ 29.44 | | G $ 38.07 | |
| 13-18 months | A $ 18.98 | C $990 / month | $ 2.19 | D $ 0.73 | $ 0.88 | $ 0.25 | 8 | G $ 23.02 | | G $ 32.51 | | G $ 42.00 | |

**Footnotes**

A. Graveyard shift premium: Employees scheduled to work and/or reporting for work, with a starting time between 10:00 pm to 2:00 am shall receive a 10% premium in addition to their basic hourly rate of pay.

B. The Employer pays premium and administrative cost of the Bay Area Automotive Group Welfare Plan for each eligible employee who worked 96 hours or more during the previous month. See Section 6 of the Agreement for details and information about benefits for new employees. The Union will make a "best effort" to maintain the premium of $990 through the life of the Agreement.

C. For probationary employees hired on or after December 1, 2008, the Employer shall pay an hourly contribution rate of $0.30 during the probationary period as defined in Section 2 of the Agreement.

D. Vacation rates vary based on the number of years of continuous service. See Section 5 of the Agreement for details. Each Employee having had 1 year completed continuous service shall receive 1 week of vacation with pay. Employees hired after January 1, 2013 shall receive a pro-rata accrual of one-week vacation based on his/her date of hire during his/her first year of employment. After 2 years, the employee receives 2 weeks; after 5 years the employee receives 3 weeks; after 12 years, the employee receives 4 weeks; after 20 years, the employee receives 5 weeks; and after 25 years, the employee receives 6 weeks.

E. See Section 9 of the Agreement for designated holidays.

F. See Section 8 of the Agreement for details. During the first 3 months of employment, no contribution is required. In the 4th month & thereafter the contribution rate is $0.25 (twenty-five cents) per hour.

**G. The total hourly wage rate on the chart does NOT include the health and welfare amount.** The health and welfare amount is paid for eligible employees, in addition to the total hourly rate. See Section 6 of the Agreement.

H. **Vacation rates vary, and the required Total Hourly Rate may be higher or lower than the amount shown here.** See footnote C and Section 5 of the Agreement for details. The sample vacation rate shown here is for an employee having had 5 years' completed continuous service and receiving vacation benefits of 3 weeks with pay.

## Summary of Attachment 8: Theatrical Stage Employees

This chart is a summary of the required wages and fringe benefits required by the Project Collective Bargaining Agreement between the City of San Francisco and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories, and Canada, Local No. 16 (Attachment 8). **The table below does NOT include all the information contained in the collective bargaining agreement.** Please refer to **Attachment 8** for complete information on wages and fringe benefits.

| | EMPLOYER PAYMENTS | | | | | STRAIGHT-TIME | | A OVERTIME | |
|---|---|---|---|---|---|---|---|---|---|
| CRAFT (JOURNEY LEVEL) | BASIC HOURLY RATE | B HEALTH AND WELFARE | C PENSION | D VACATION | E TRAINING & CERTIFICATION | HOURS | TOTAL HOURLY RATE | 1.5 X | 2 X |
| General AV technicians for breakout rooms, Extra help for events or theme parties without entertainment (not including traditional stage crafts). | $ 35.49 | $ 5.94 | $ 5.37 | $ 2.84 | $ 0.77 | $ 8.00 | $ 50.40 | $ 68.15 | $ 85.89 |
| Multi-source and C2 computer technicians for breakout rooms and events or theme parties without entertainment. | $ 42.06 | $ 7.04 | $ 6.36 | $ 3.36 | $ 0.91 | $ 8.00 | $ 59.73 | $ 80.76 | $ 101.79 |
| Traditional Stage Crafts: (Carpenters/Electrics/Props/A2) Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment. Extra help for commercial, industrial and product demonstration show and events with entertainment. Camera set up and tear down, including Video utilities. | $ 45.24 | $ 7.57 | $ 6.84 | $ 3.62 | $ 0.98 | $ 8.00 | $ 64.25 | $ 86.87 | $ 109.49 |
| Department Heads | $ 50.51 | $ 8.46 | $ 7.64 | $ 4.04 | $ 1.09 | $ 8.00 | $ 71.73 | $ 96.99 | $ 122.24 |
| ETCP Certified Rigger and Electrician | $ 52.51 | $ 8.79 | $ 7.94 | $ 4.20 | $ 1.13 | $ 8.00 | $ 74.57 | $ 100.83 | $ 127.08 |
| **Show Call Rates - Commercial, Industrial and Product Demonstration Shows** | | | | | | | | | |
| Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment and events with entertainment, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum. | $ 194.34 | $ 32.53 | $ 29.38 | $ 15.55 | $ 4.20 | $ 8.00 | $ 276.00 | $ 373.17 | $ 470.34 |
| Spot light operators, camera operators per show call, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum. | $ 210.54 | $ 35.24 | $ 31.83 | $ 16.84 | $ 4.55 | $ 8.00 | $ 299.01 | $ 404.28 | $ 509.55 |
| Department Heads | $ 231.60 | $ 38.77 | $ 35.02 | $ 18.53 | $ 5.00 | $ 8.00 | $ 328.92 | $ 444.72 | $ 560.52 |

Footnotes

A. See Sections II (F) and (G) of the Agreement for details about work week schedules and payment of overtime rates.
B. Contributions to the Local 16 Health and Welfare Trust Fund are 15.5% of all gross wages (including vacation pay). See Section IV(A) of the Agreement.
C. Contributions to the Local 16 Pension Trust Fund are 14% of all gross wages (including vacation pay). See Section IV (B) of the Agreement.
D. All employees shall receive not less than 8% of all their gross wages for vacation pay. See Section III (I)
E. Contributions to the Local 16 Training Trust Fund are 2% of all gross wages (including vacation pay). See Section IV (D) of the Agreement.

## Summary of Attachment 9: Movers

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between Northern California employers and the Northern California Regional Council of Carpenters / Carpenters 46 Northern California Counties Conference Board in effect from September 1, 2013 until August 31, 2015 (Attachment 9). **The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to Attachment 9 for complete information on wages and fringe benefits.**

| | EMPLOYER PAYMENTS | | | | | STRAIGHT-TIME | | OVERTIME HOURLY RATE | |
|---|---|---|---|---|---|---|---|---|---|
| CRAFT (JOURNEY LEVEL) | Basic Hourly Rate | A Health & Welfare | Annuity | Work Fee | Vacation | HOURS | TOTAL HOURLY RATE | 1.5 X | 2 X |
| Mover, Packer, Crater | $ 19.05 | $ 9.90 | $ 1.10 | $ 0.80 | $ 1.05 | $ 8.00 | $ 31.90 | $ 41.43 | $ 50.95 |
| Driver | $ 19.32 | $ 9.90 | $ 1.10 | $ 0.80 | $ 1.05 | $ 8.00 | $ 32.17 | $ 41.83 | $ 51.49 |
| Helper | $ 19.05 | $ 9.90 | $ 1.10 | $ 0.80 | $ 1.05 | $ 8.00 | $ 31.90 | $ 41.43 | $ 50.95 |

**Footnotes**

A. Contributions to the Health & Welfare plan shall be capped at 1800 hours per year. See Section 4.01 of the Agreement for details.

## Attachment 10 Summary: Solid Waste Hauler

This chart estimates typical wage rates and fringe benefits required by the Collective Bargaining Agreement between Recology Sunset & Recology Golden Gate and Sanitary Truck Drivers and Helpers Union Local 350, IBT (Attachment 10) for Drvers. **The chart does NOT include all the information contained in the Collective Bargaining Agreement,.** Please refer to **Attachment 10** for complete information on wages and fringe benefits. See Section 5 for basic hourly rates for other job classifications (such as Helper/Driver, Recycling Collector, etc.).

| | EMPLOYER PAYMENTS | | | | | | STRAIGHT-TIME | | OVERTIME HOURLY RATE | |
|---|---|---|---|---|---|---|---|---|---|---|
| **CRAFT (JOURNEY LEVEL)** | A **Basic Hourly Rate** | B **Vacation: Increases after Years 1, 2, 4, 7,12, 20, and** | D **Holiday (12 / year)** | E **Health & Welfare** | F **Pension** | G **RSP (Retirement Health Insurance)** | **HOURS** | **HOURLY RATE** | **ESTIMATED RATE 1.5 X** | **ESTIMATED RATE 2 X** |
| **Rates for Individual engaged in the hauling of Solid Waste as a Comercial Drivers or Route Leadperson Fantastic 3 who have been employed by the employer for 6 months prior to Jan. 1 2012 or for new hires after 36 months of employment.** | | | | | | | | | | |
| Commercial Driver / Route Leadperson Fantastic 3 | A $ 44.980 | C $ 2.600 | $ 2.080 | E $ 12.020 | F $ 7.910 | G $ 3.350 | 8.00 | H $ 72.940 | H $ 95.430 | H $ 117.920 |
| **During 1st 12 months of employment** | | | | | | | | | | |
| Commercial Driver / Route Leadperson Fantastic 3 | A $ 35.980 | $ - | $ 1.660 | E $ 12.020 | E $ 7.910 | G $ 3.350 | 8.00 | H $ 60.920 | H $ 78.910 | H $ 96.900 |
| **During 2nd 12 months of employment** | | | | | | | | | | |
| Commercial Driver / Route Leadperson Fantastic 3 | A $ 38.230 | $ 0.740 | $ 1.760 | E $ 12.020 | E $ 7.910 | G $ 3.350 | 8.00 | H $ 64.010 | H $ 83.130 | H $ 102.240 |
| **During 3rd 12 months of employment** | | | | | | | | | | |
| Commercial Driver / Route Leadperson Fantastic 3 | A $ 40.480 | $ 1.560 | $ 1.870 | E $ 12.020 | E $ 7.910 | G $ 3.350 | 8.00 | H $ 67.190 | H $ 87.430 | H $ 107.670 |

Footnotes

A. Basic hourly rates increase a minimum of 3% and a maximum of 5 or 6% each year based on the increase in the BLS Consumer Price Index - All Urban Consumers for San Francisco-Oakland-San Jose area. See Section 3 of the Agreement for details.

B. Vacation rates vary based on length of employment. Employees are entitled to 1 week after 1 year of continuous employment; 2 weeks after 2 years; 3 weeks after 4 years; 4 weeks after 7 years; 5 weeks after 12 years; 6 weeks after 20 yeas; 7 weeks after 25 years; and 8 weeks after 30 years. Rate listed represents the vacation rate after 4 years. See Section 9 of the Agreement for details.

C. Vacation rates vary. (see Footnote B). The sample vacation rate shown here is for an employee who has been in the services of the employer continuously for 4 years and receives 3 weeks of vacation benefits.

D. Please see Section 8 of the Agreement for a list of recognized holidays.

E. Specific contribution requirements for Health and Welfare vary. Please refer to Section 11(a) of the Agreement for details. The sample rate shown here is the average hourly employer contribution, as provided by Recology Sunset Scavenger and Recology Golden Gate (see attachment). They are estimates only. The Agreement provides that employees who work 80 hours per week or more per month receive the Recology Health, Life and Long-Term Disability Package.

F. Specific contribution pension requirements vary. Please refer to Section 11(e) of the Agreement for details. The sample rate shown here is the average hourly employer contribution, as provided by Recology Sunset Scavenger and Recology Golden Gate (see following page). They are estimates only. Please contact the Teamsters Benefit Trust for detailed current rates.

G. Specific contribution requirements for Retirement Health Insurance vary. Please refer to Section 11(d) of the Agreement for details. The sample rate shown here is the average hourly employer contribution, as provided by Recology Sunset Scavenger and Recology Golden Gate (see following page). They are estimates only.

H. Vacation rates, Health & Welfare, Pension, and Retirement Health Insurance Rates under this agreement all vary, and the actual Hourly Rate may be higher or lower than the estimate shown here. Please refer to the Collective Bargaining Agreement for complete requirements.

# Summary of Local 510 -- Trade Show and Convention Installer Agreement

## Effective April 1, 2015 to March 31, 2016

This chart is a summary of the hourly rate and fringe benefits required by the Collective Bargaining Agreement between the Convention Services Employer and Allied Trades District Council 36, on behalf of Sign Display and Allied Crafts Local Union 510. The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to the Agreement for complete information on wage and fringe benefits

| | | | Base Rate<br>$38.650 | Vacation / Holiday<br>7% | Medical | Pension | Training | Wages+Vac/Hol+Medical+<br>Pension+Training |
|---|---|---|---|---|---|---|---|---|
| **Installers Classifications*** | | | | | | | | |
| | | | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* | *Per hour* |
| Journeyperson A | | ST | $38.65 | $2.71 | $11.80 | $6.65 | $0.71 | $60.52 |
| | | OT | $57.98 | na | $11.80 | $6.65 | $0.71 | $77.14 |
| | | DT | $77.30 | na | $11.80 | $6.65 | $0.71 | $96.46 |
| Foreperson + | 11% | ST | $42.90 | $3.00 | $11.80 | $6.65 | $0.71 | $65.06 |
| | | OT | $64.35 | na | $11.80 | $6.65 | $0.71 | $83.51 |
| | | DT | $85.80 | na | $11.80 | $6.65 | $0.71 | $104.96 |
| Lead/High Time + | 10% | ST | $42.52 | $2.98 | $11.80 | $6.65 | $0.71 | $64.66 |
| | | OT | $63.78 | na | $11.80 | $6.65 | $0.71 | $82.94 |
| | | DT | $85.04 | na | $11.80 | $6.65 | $0.71 | $104.20 |
| Installer - Non-Journeyperson B | 70% | ST | $27.06 | na | $11.80 | $6.65 | $0.71 | $46.22 |
| | | OT | $40.59 | na | $11.80 | $6.65 | $0.71 | $59.75 |
| | | DT | $54.12 | na | $11.80 | $6.65 | $0.71 | $73.28 |
| Installer - Non-Journeyperson C | 55% | ST | $21.26 | na | $11.80 | na | $0.71 | $33.77 |
| | | OT | $31.90 | na | $11.80 | na | $0.71 | $44.41 |
| | | DT | $42.52 | na | $11.80 | na | $0.71 | $55.03 |

* See Article X of the Collective Bargaining Agreement (CBA) for descriptions of classifications. This table does not include all classifications in the CBA.

# Attachment 13

# List of the Crafts Covered by Prevailing Wage Requirements

Alphabetical List of Crafts Covered by Prevailing Wage Requirements
Including Determinations Made by the Director of Industrial Relations, State of California
and
Crafts Requiring Prevailing Wages Pursuant to San Francisco Administrative Code Sec. 21C

| Craft | Attachment # (with DIR Determination or CBA) | Attachment Page # |
|---|---|---|
| Asbestos Removal Worker (Laborer) | 2 | 62 |
| Asbestos Worker, Heat and Frost Insulator | 2 | 62 |
| Boilermaker-Blacksmith | 1 | 7 |
| Brick Tender | 3 | 115 |
| Bricklayer, Blocklayer | 3 | 115 |
| Building/Construction Inspector and Field Soils and Materials Tester | 2 | 62 |
| Building/Construction Inspector and Field Soils and Materials Tester (Second Shift) | 2 | 62 |
| Carpenter and Related Trades | 2 | 62 |
| Carpenter and Related Trades (Second Shift) | 2 | 62 |
| Carpenter and Related Trades (Third Shift) | 2 | 62 |
| Carpet, Linoleum | 3 | 115 |
| Cement Mason | 2 | 62 |
| Cement Mason (Special Single Shift) | 2 | 62 |
| Dredger (Operating Engineer) | 2 | 62 |
| Driver (On/Off Hauling to/from Construction Site) | 1 | 7 |
| Drywall Installer/Lather (Carpenter) | 2 | 62 |
| Electrical Utility Lineman | 1 | 7 |
| Electrician | 3 | 115 |
| Elevator Constructor | 2 | 62 |
| Field Surveyor | 3 | 115 |
| Furniture Movers and Related Classifications | 9 | 317 |
| Glazier | 3 | 115 |
| Iron Worker | 1 | 7 |
| Janitorial Services Worker | 5 | 177 |
| Janitorial Window Cleaner Workers | 6 | 219 |
| Laborer and Related Classifications | 2 | 62 |
| Laborer and Related Classifications (Special Single and Second Shift) | 2 | 62 |
| Landscape Maintenance Laborer | 2 | 62 |
| Light Fixture Maintenance | | |
| Marble Finisher | 3 | 115 |
| Marble Mason | 3 | 115 |
| Metal Roofing Systems Installer | 1 | |
| Modular Furniture Installer (Carpenter) | 2 | 62 |
| Operating Engineer | 2 | 62 |
| Operating Engineer (Special Single and Second Shift) | 2 | 62 |
| Operating Engineer (Building Construction) | 2 | 62 |
| Operating Engineer (Building Construction) (Special Single and Second Shift) | 2 | 62 |
| Operating Engineer (Heavy and Highway Work) | 2 | 62 |
| Operating Engineer (Heavy and Highway Work) (Special Single and Second Shift) | 2 | 62 |
| Painter | 3 | 115 |
| Parking and Highway Improvement Painter (Painter) | 2 | 62 |
| Parking Lot and Garage Workers | 7 | 251 |
| Pile Driver (Carpenter) | 2 | 62 |
| Pile Driver (Operating Engineer - Building Construction) | 2 | 62 |

List of Crafts Covered by Prevailing Wage
Determinations Made by the Director of Industrial Relations, State of California
and
Crafts Requiring Prevailing Wages Pursuant to San Francisco Administrative Code Sec. 21C

| Craft | Attachment # (with DIR Determination or CBA) | Attachment Page # |
|---|---|---|
| Pile Driver (Operating Engineer - Building Construction) (Special Single and Second Shift) | 2 | 62 |
| Pile Driver (Operating Engineer - Heavy and Highway Work) | 2 | 62 |
| Pile Driver (Operating Engineer - Heavy and Highway Work) (Special Single and Second Shift) | 2 | 62 |
| Plasterer | 3 | 115 |
| Plaster Tender | 3 | 115 |
| Plumber | 3 | 115 |
| Roofer | 3 | 115 |
| Sheet Metal Worker | 3 | 115 |
| Slurry Seal Worker | 2 | 62 |
| Solid Waste Hauling Workers | 10 | 329 |
| Stator Rewinder | 1 | 7 |
| Steel Erector and Fabricator (Operating Engineer - Heavy & Highway Work) | 2 | 62 |
| Steel Erector and Fabricator (Operating Engineer - Heavy & Highway Work) (Special Single and Second Shift) | 2 | 62 |
| Steel Erector and Fabricator (Operating Engineer - Building Construction) | 2 | 62 |
| Teamster (Applies Only to Work on the Construction Site) | 2 | 62 |
| Teamster (Special Single Shift Rate) (Applies Only to Work on the Construction Site) | 2 | 62 |
| Telecommunications Technician | 1 | 7 |
| Telephone Installation Worker and Related Classifications | 1 | 7 |
| Terrazzo Finisher | 3 | 115 |
| Terrazzo Worker | 3 | 115 |
| Theatrical Workers | 8 | |
| Tile Finisher | 3 | 115 |
| Tile Setter | 3 | 115 |
| Trade Show and Special Event Workers | 11 | 363 |
| Traffic Control/Lane Closure (Laborer) and Parking and Highway Improvement Painter | 2 | 62 |
| Tree Maintenance (Laborer) | 2 | 62 |
| Tree Trimmer (High Voltage Line Clearance) | 1 | 7 |
| Tree Trimmer (Line Clearance) | 1 | 7 |
| Tunnel Worker (Laborer) | 2 | 62 |
| Tunnel Worker (Laborer) (Special Single and Second Shift) | 2 | 62 |
| Tunnel/Underground (Operating Engineer - Heavy and Highway Work) | 2 | 62 |
| Tunnel/Underground (Operating Engineer - Heavy and Highway Work) (Special Single and Second Shift) | 2 | 62 |
| Water Well Driller | 3 | 115 |