

## Attachment 5

### 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

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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 30<sup>th</sup>, 2013.

All employees will be allowed up to ninety (90) days after June 30<sup>th</sup>, 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 out 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 (1<sup>st</sup>) 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 than 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:

	<u>12/1/12</u>	<u>12/1/13</u>	<u>12/1/14</u>
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:

	<u>12/1/12</u>	<u>12/1/13</u>	<u>12/1/14</u>
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.

	<u>12/1/12</u>	<u>12/1/13</u>	<u>12/1/14</u>
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:

<u>Ratio of Employees</u>	<u>Equivalent</u>
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:

<u>Ratio of Employees</u>	<u>Equivalent</u>
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 known of the occurrence, excluding Saturdays, Sundays and contract holidays. If not presented within such period, the right to discipline shall be waived. There shall be no time limits in cases where the offense is 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**  
Secretary-Treasurer

**Ralph A. Miranda**  
President

**Michael Thompson**  
Business Representative

**David Rodriguez**  
Business Representative

For the Employers:

**Rod Howery**  
ABM Parking Services

**Jeff Ogle**  
IMPARK & IMCO

**Ed Simmons**  
Standard Parking & Central Parking

**Tim Leonoudakis**  
City Park

**Ron Britz**  
California Parking

**Behailu Mekbib**  
Pacific Park Management

**Kermit Kingsbury**  
Parking Concepts Inc.

**Kendra Petty**  
LAZ Parking of Calif.

**John Baumgardner**  
Ace Parking Mgt., Inc

**Tom Bechard**  
ProPark America

**Steven Douglas**  
Douglas Parking

**Jerry Lee**  
Portsmouth Sq. Garage

**Mark Norwicz**  
Encore Hospitality Services

**Judson Le Haye**  
Savoy Corporation

**Eric Chaves**  
Parking Company of America

**Larry Rose**  
R&R Parking

Date of Ratification: December 6, 2012

## Attachment 6

### Prevailing Wage Determination

Agreement between San Francisco  
Maintenance Contractors Association  
and Service Employees International  
Union, Local No. 87



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SAN FRANCISCO MAINTENANCE CONTRACTORS ASSOCIATION**

**("Employer")**

**AND**

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

**("Union")**

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This agreement is made and entered into this 1<sup>st</sup> day of August, 2012 by and between the San Francisco Maintenance Contractors Association, designated as the "Employer", and SEIU Local 87, Service Employees International Union, hereinafter designated as the "Union". It is understood that "Employer" as used below includes individual employers where appropriate.

## **SECTION 1 RECOGNITION**

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

## **SECTION 2 NO DISCRIMINATION**

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

## **SECTION 3 UNION MEMBERSHIP, HIRING, CHECK-OFF**

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

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

- 3.2 For purposes of this section only, tender of the initiation fees not later than the thirty-first (31<sup>st</sup>) day following the date of employment and tender thereafter of the regular monthly periodic dues uniformly required as condition of retaining membership shall, for the purposes of this Agreement, constitute membership in good standing in the Union.

3.3

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

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

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

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

3.4

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

3.5

A copy of Exhibit C and a copy of this Section 3 shall be posted in the office of both Union and the employer where notice of employee and job applicants are customarily posted.

3.6

Should any dispute arise concerning the rights of the Employer, the Union, or the employees under this Section, the dispute shall be submitted to a neutral arbitrator in accordance with the arbitration procedure provided in this Agreement. Such decision shall be final and binding on the said Employer, Union, and employees.

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

## **SECTION 4 VISITS BY UNION REPRESENTATIVES**

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

## **SECTION 5 WORKING CONDITIONS**

- 5.1 If any employee is required or instructed by the Employer to wear a uniform or any specifically designated article of clothing or footwear (other than standard street shoes), the Employer shall furnish and maintain such apparel.
- 5.2 Employees on their part agree to take good care of such apparel and not to wear same except in the course of their duties during working hours, rest periods, and at lunchtime. The Union insignia may be worn by employees.
- 5.3 Adequate locker space, containing a table and chairs or bench, shall be provided for the employees and shall be adequately heated and ventilated by any method of the Employer's selection. If necessary, the Union and employer shall determine where the employees may have their meal in the building. Employees shall be allowed to keep personal belongings in janitor closets located on the floors. These items will be taken home every day.
- Employees will be allowed to drink water on their floor from any appropriate personal container, subject to client approval. In the event that it becomes an issue that the janitor does not have access to drinking water at a particular site the parties agree to meet and discuss this issue. The parties agree that, subject to existing rules on theft or other misconduct, no employee will be subject to discipline relating to personal drinking water.
- 5.4 No employee under this Agreement shall be required to clean cuspidors. This exemption, however, shall not apply to receptacles regularly used by patients in doctors' or dentists' offices nor sand boxes wherever located.

- 5.5 The employer agrees not to utilize or require any employee to take any lie detector test under any circumstances or for any reason whatsoever.
- 5.6 Bulletin Board. The Employer shall provide a bulletin board at a place designated by the Employer for the purpose of posting notices of official business of the Union. The Employer will provide a receptacle at or near such bulletin board in which the Union may place such notices of official business. The Union agrees that it will not distribute handbills, posters, or other literature on the Employer's property.
- 5.7 The Employer shall be required to furnish to an employee information concerning the amount of that employee's accrued vacation and sick leave under the following conditions:  
(a) The employee must request from the Employer information concerning his accrued vacation and/or sick leave; and  
(b) The employee may make a request for this vacation information no more than four times per calendar year. The employee may make a request for this sick leave information no more than four times per calendar year and the request must be made at the time an employee takes sick leave.

## SECTION 6 SENIORITY

- 6.1 Seniority is the right that has accrued to employees through length of service under the terms of the collective bargaining agreement which entitles them to appropriate preference in layoffs, rehiring and vacation.
- 6.2 Seniority shall be terminated by discharge for cause, resignation, retirement or failure to return from an authorized leave of absence or failure to return from vacation unless good cause for such failure is shown. In addition, seniority with an employer for a temporary employee excluding temporary employees who are paid the top wage rate shall be terminated if that temporary employee fails to work at "least three (3) shifts for that Employer during any twelve (12) month period. Seniority with an Employer for an employee (excluding permanent employees regularly assigned to a building making the top wage rate) shall be terminated if that employee turns down a permanent assignment on the third time for which the employee is qualified and which assignment has been offered to the employee. Documentation of the refusal will be verified by the employer to the Union via email. Union will have five business days to verify the rejection of the offer by the employee, and if the union has not responded within that time period, the employee's rejection of the offer shall be deemed final. When a contractor takes over a particular building seniority for permanent employees will transfers to the new Employer.
- 6.3 In a case of layoff, the Employer shall give a minimum of five (5) days' notice to the affected employee(s) or pay the employee an amount equivalent to the employee's wages for five (5) business days, based on the employee's normal wage, in lieu of such notice.

6.4 Employees on layoff shall receive preference over all new hires in the event the Employer hires employees.

6.5 When a permanent position becomes available, the Employer shall follow the provisions set forth in Exhibit C.

## **SECTION 7 HOURS AND OVERTIME**

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

7.2 Employees shall be entitled to a ten (10) minute rest period approximately in the middle of the first half-shift and a ten (10) minute rest period approximately in the middle of the second half-shift.

7.3 The Employer shall endeavor to distribute all scheduled overtime equally in each building insofar as practical among all the employees in a particular job classification. In each building, a schedule shall be maintained and posted, setting forth for a period

8.

of at least a week in advance the days off, starting and quitting times, scheduled overtime and lunch period for each employee. A posted schedule shall not be changed with less than one (1) week's notice, except in circumstances beyond the control of the Employer or a mutual agreement between the parties. The Employer shall notify the Union if it changes the starting times for any shift or changes the days of the week in which the work will be performed.

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## SECTION 8 WAGES

- 8.1 All full-time employees who currently receive \$18.65 per hour shall receive a twenty (\$0.20) cents per hour increase effective August 1, 2012. These rates shall remain in effect until August 1, 2013. On that date the above rate will increase by twenty (\$0.20) cents per hour. These rates shall remain in effect until August 1, 2014. On that date the above rate will increase by another twenty (\$0.20) cents per hour. These rates shall remain in effect until August 1, 2015. On that date the above rate will increase by another twenty (\$0.20) cents per hour. These rates shall remain in effect until August 1, 2016.

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

### JANITOR

<b>Effective August 1, 2012</b>				
0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs	
\$13.035	\$14.97	\$16.915	\$18.850	
<b>Effective August 1, 2013</b>				
0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs	
\$13.175	\$15.130	\$17.095	\$19.050	
<b>Effective August 1, 2014</b>				
0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs	
\$13.315	\$15.290	\$17.275	\$19.250	
<b>Effective August 1, 2015</b>				
0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs	
\$13.455	\$15.450	\$17.455	\$19.450	

FOREPERSON: Fifty (\$0.50) cents or seventy-five (\$0.75) cents see Section 8.11

RESTROOM ATTENDANT: Five (\$0.05) cents effective 8/1/2015 see Section 8.14



RECYCLING COORDINATOR: See Letter of Understanding #2

- 8.3 Part-time employees shall be paid as follows for a call of 2 hours or less...two (2) hours straight time pay. For a call of more than two (2) hours...pay for actual hours worked.
- 8.4 All disbursements for wages shall be made by voucher check, which shall show the total number of hours worked, the rate of pay, and an itemized list of all deductions made there from.
- 8.5 At the Employer's discretion, wages may be paid either weekly or biweekly or semimonthly. However, any Employer which is not now paying on a semi-monthly basis and which wishes to do so must give the Union ninety (90) days notice of its intent to change to paying wages on a semi-monthly basis.
- 8.6 The Employer shall not be prevented from paying in excess "of the minimum rates. Any employee earning a wage higher than their progression rate in the contract will continue to receive the higher rate and including any negotiated wage increase. If a Foreperson is demoted from his/her position for just cause that person forfeits the foreperson pay. If a foreperson is removed from the building for business need and the Employer was not able to prove just cause then that Foreperson being removed or demoted keeps their Premium pay. Forepersons have the right to request the union be present in any meeting with the Employer that might involve disciplinary action."
- 8.7 The Union shall have the right to inspect the paycheck of any employee covered by this Agreement after the same has been returned to the Employer by the bank. The Union shall have the right to inspect all payroll records and time sheets and all other records, papers, or documents of the Employer which relate to the terms and conditions of this Agreement.
- 8.8 In the event the Employer intentionally violates this Agreement by failing to pay the proper wage rate to an employee (except in cases of recognized clerical error), said Employer shall pay the employee an amount equal to double the proper wage rate for the period of violation.
- 8.9 There shall be a twenty (\$.20) cents an hour premium for those employees working in the classifications and performing the duties of carpet and rug cleaning (including Wet Shampooing, Dry Cleaning, Dry Foam Shampooing, Steam Shampooing, Rider Operated Power sweeper and Rider Operated Scrubber).
- 8.10 Forepersons with ten (10) or fewer employees shall receive fifty (\$.50) cents per hour in addition to the wage rate for which they are eligible. Forepersons with more than ten (10) employees shall receive a seventy five (\$.75) cents per hour in addition to the wage rate for which they are eligible.

8.11 A forepersons main responsibility is to direct cleaning operations. The Employer shall not authorize forepersons to impose discipline or perform the following supervisory duties which includes: hiring, assigning permanent schedules or work areas, evaluating employees, adjusting grievances, or determining rates of pay in excess of the levels specified in this Agreement. Forepersons are not allowed to authorize employees who request to work their vacation. Foreperson need not be present when disciplinary action is imposed.

8.12 When the regular foreperson is out on vacation, leave of absence, sick leave or disability for more than 5 days, the Employer's designated replacement, if necessary, to perform the duties of the foreperson shall receive the foreperson pay rate as designated in the contract.

8.13 **Restroom Attendant Pay**

Full-time, fully dedicated restroom attendants will be paid an additional \$.05 per hour effective 8/1/2015

**SECTION 9 PAYMENT FOR TRAVEL**

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

9.2 An employee who is requested or required by the Employer to furnish his/her own vehicle to carry any equipment or supplies between locations shall be reimbursed at the established actual federal rate per mile at the time of reimbursement for use of the vehicle.

9.3 All payments due to reimburse employees for the use of their own vehicles shall be paid at each pay period, either by separate check or together with payroll check, the amount of such payment to be specified on the check stub.

9.4 The Employer shall carry non-ownership (Property Damage) liability insurance on the vehicles of all employees who are requested or required to use their own vehicles in connection with their work. In the event the Employer fails to secure such insurance, they shall assume full responsibility for all legal fees, court costs, or damages incurred by the use of such vehicle during the course of his work.

9.5 Should an employee receive a traffic citation while using his own vehicle at the request of the Employer, the circumstances of the citation will be investigated by the Union and the Employer. Whether the Employer or the employee will be responsible for any payments will be determined by mutual agreement between the Union and the Employer.

## SECTION 10 VACATIONS

- 10.1 All employees who have, been in the service of the Employer continuously for one (1) year shall be granted two (2) weeks vacation with pay annually. All employees who have been in the service of the Employer continuously for five (5) years or more shall be granted three (3) weeks vacation with pay annually. All employees who have been in the service of the Employer continuously for twelve (12) years or more shall be granted four (4) weeks vacation with pay annually. Absence from services of not more than sixty (60) days because of illness, temporary layoff or leave of absence shall not interrupt the continuity of service for the purpose of this section. In the event of such an absence of more than sixty (60) days, the first year of employment shall be completed for the purposes of this section by the completion of fifty-two (52) weeks actually worked from the original date of employment. After the first year of service when such absence from service extends beyond sixty (60) days per year, the pay for vacation shall be prorated on the basis of the actual weeks worked.
- 10.2 Any employee who has been in the service of an Employer continuously for more than six (6) months whose employment terminates shall receive the prorata vacation due him. Vacation pay on termination shall not count as hours worked towards contributions to Health & Welfare except when an employee is on a paid vacation at the time the account changes contractors, in which case the prior Employer shall make contribution if hour requirement is satisfied.
- 10.3 If a holiday falls within an employee's vacation period, the employee will receive an additional day of vacation with pay, or and extra day's pay in lieu thereof.
- 10.4 Employees are entitled to paid vacations after each year of service, even though there has been more than one Employer during the year. It is understood and agreed that an employee's vacation credits shall accumulate at the rate of one-twelfth of his annual vacation allowance each month. If the services of a building maintenance contractor are discontinued on any job, the accumulated vacation credits of the employees of such contractor shall immediately become due and payable.
- 10.5 Vacation pay shall be calculated on the basis of the employee's regular straight time hourly rate at the time he/she takes the vacation times the number of hours the employee has coming under this vacation clause.
- 10.6 The Employer reserves the right to limit the number of employees taking vacations at the same time in order to maintain operations.

## SECTION 11 HOLIDAYS

11.1 The following days shall be observed as holidays:

New Year's Day	Martin Luther King Day
President's Day	*Day After Thanksgiving
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Employee's Birthday

11.2 Eligibility: The Birthday holiday does not apply to birthdays falling within an employee's first twenty-five consecutive working days of employment with an Employer.

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

11.3 Floating Holiday: The Employer shall have the right to replace the Day After Thanksgiving with one floating holiday to be determined by the Employer, with the Employer giving notice to the employee and Union at least thirty (30) days prior to the Day After Thanksgiving.

11.4 The individual employee shall provide the employer with not less than two (2) calendar weeks advance notice of date upon which the employee's birthday falls. The employee shall be allowed to observe the holiday on the birthday or such other day during the calendar week as may be determined by mutual agreement between the Employer and the individual employee. Where the employee fails to provide said two (2) calendar weeks advance notice of the date on which the birthday falls, the date upon which the holiday shall be observed shall be at the sole option of the Employer.

11.5 If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday it shall be observed on the preceding Friday. No deduction shall be made from the pay of employees for the observance of said holidays.

- 11.6 Holiday pay shall be at time and one-half (1-1/2) hours' straight time pay. Any employee working on a holiday shall be paid, in addition to this straight time rate, a premium rate of time and one-half the straight time rate of pay. A holiday not worked, which falls within an employee's regularly scheduled work week shall be considered as a day worked for the purpose of computing a week's work. If a employee's day off falls on a holiday, he shall receive an additional day of within two (2) weekends with full straight time pay, or an extra day's pay in lieu thereof. If an employee replaces a regular employee who is absent for reasons other than vacation, and worked the regularly scheduled work day before and after a holiday, the replacement shall receive the holiday pay instead of the regular employee. Vacation relief employees who work at least twenty (20) consecutive days shall be conferred by all provisions of this section.
- 11.7 The holidays recognized in the Agreement shall be observed in conformance with the observances of Federal and State holidays; provided in the event of conflict between State and Federal observances, holidays shall be observed on the same date observed by the Federal government.

## **SECTION 12 SICK LEAVE**

- 12.1 Regular employees who work continuously for the same Employer for at least one (1) full year shall thereafter be entitled to six (6) days sick leave with one pay after each year of continuous service and shall accumulate sick leave at the rate of six (6) days per year. Sick leave shall be paid at the rate of seven and one-half (7 ½) straight time hours per day and the annual allowance of six (6) days shall be forty-five (45) straight hours. After the first year of employment, benefits accrue, and may be used based on one-half (1/2) day per month. Effective 8/01/09 regular employees who work continuously for the same Employer for at least one (1) full year shall thereafter be entitled to seven (7) days sick leave with pay after each year of continuous service, and shall accumulate sick leave at rate of seven (7) days per year. Effective 9/01/12 employees with twelve years of service shall begin accruing sick leave pay at eight (8) days per year.
- 12.2 Earned but unused sick leave may be accumulated for five (5) years. A regular employee who has worked continuously for five (5) or more years for the same Employer and has not used sick leave for the five (5) previous years and shall, together with the employee's current year's allowance, be entitled to a maximum of thirty- six (36) days sick leave. Any employee who has used sick leave shall be entitled to a lesser amount determined by deducting the number of days of sick leave used in the five (5) previous years, but in no event deducting more than thirty (30) days.

12.3 Earned sick leave pay shall be granted only in cases of bona fide illness or accident. Any employee found accepting or claiming benefits under this Section by reason of false statements or documents shall be subject to disciplinary action. A doctor's certificate or other reasonable proof of illness may be required by the Employer, provided, however, in cases of bona fide illness requiring no more than three (3) consecutive work days' absence from the job where the illness is of such nature as not to require the employee to be attended by a physician, the doctor's certificate referred to above shall be waived. However, such waiver shall be conditioned upon notification to the Employer by the employee not later than four (4) hours before the employee's regular starting time on the first work day's absence that the employee shall not report to work on that day due to said illness and further notification to the Employer by the employee on the day before he plans to return to work of such intention to return to work. Earned sick leave pay is not convertible to cash bonus.

12.4 Earned sick leave benefits shall be paid in the following manner. First work day's absence, no pay, provided, however, that the sick benefit allowance for bona fide illness or accident shall commence with the first work days' absence if the employee's illness or accident results in his being hospitalized before he returns to work or if the employee has twelve (12) or more days of accumulated sick leave. Succeeding work days' absences, full pay until earned sick leave benefits are exhausted. The waiting periods herein provided before full pay commences shall apply for each illness or accident in case the earned sick benefits allowance has not been exhausted in previous illnesses. For the purpose of this Section, full pay shall mean pay for the regular day or night shift schedule working hours, for those days, which the employee would have worked, had the disability not occurred, calculated at straight time.

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

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

**"WAIVER OF SAN FRANCISCO PAID SICK LEAVE ORDINANCE"**

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

## **SECTION 13 BEREAVEMENT LEAVE**

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

## **SECTION 14 LEAVE OF ABSENCE**

- 14.1 An employee who has worked one (1) or more years for an Employer shall be granted, upon request, an unpaid leave of absence up to six (6) months, provided that he has given the Employer acceptable proof that such leave of absence is necessary to recover from personal disability (including personal physical disability due to pregnancy). Leaves of absence up to twelve (12) months shall be granted in cases of industrial illness or injury. The Employer and/or Union may initially fill the temporary vacancy resulting from the granting of this leave under sub-section 14.1 with a Union member according to seniority, similar classification, and who possesses the similar skills and ability required of the vacant position.
- 14.2 Leaves of absence for reasons other than physical disability shall be granted only by agreement between the individual employee and his Employer, and shall be recognized only after they are reduced to writing and signed by the employee and the Employer. Requests for leaves should be submitted at least two weeks prior to the time being requested. A leave request shall not be denied for a reason which would violate Section 2.1 of this Agreement.
- 14.3 No accrued rights shall be forfeited by reason of a leave of absence. No benefits shall accrue during such leave. Leaves of absence shall not result in adjustment of anniversary date.
- 14.4 Any employee who fails to report to work on expiration of a leave of absence shall be considered as having voluntarily quit, unless the employee notifies the Employer and the Union in writing within 30 days of extenuating circumstances beyond the control of the Employee.

14.5 Upon request a full rate employee shall be entitled to a leave, up to twenty four (24) months, pursuant to this paragraph no more than once every three years. From the date of return from such a leave, an employee shall be required to work an additional three (3) years before requesting another leave. If an employee requests another extended leave within the three-year period due to a different circumstance, he or she shall be granted additional leave according to the situation. The employer may fill the temporary vacancy resulting from the granting of this leave with a Union member of the employers choice during the full duration of the leave as long as the request for leave is twelve (12) months or longer .

14.6 The Employer shall notify the Union when an Employee is granted a leave of absence.

## **SECTION 15 GROUP INSURANCE**

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

## **SECTION 16 PENSION PLAN**

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

Effective October 25, 2008 through July 31, 2009, \$7.50 per shift or one dollar (\$1.00) per hour;

Effective from August 1, 2009 through July 31, 2010; \$7.875 per shift or one dollar and five cents (\$1.05) per hour;

Effective from August 1, 2010 through July 31, 2011, \$8.25 per shift or one dollar and ten cents (\$1.10) per hour;

Effective August 1, 2011 through July 31, 2012, \$8.63 per shift or one dollar and fifteen cents (\$1.15) per hour.

The Employer agreed to increase its contribution to the SEIU National Industry Pension Fund (SEIU-NIPF) to which the 10% Funding Improvement Surcharge was added.



The parties acknowledge that the SEIU National Industry Pension Fund ("Fund") has been certified to be in critical status and has adopted a rehabilitation plan containing two schedules of benefit reductions and supplemental employer contributions for which no benefit credit is given, under the authority of Section 305 (b) of ERISA. The bargaining parties adopt the current Preferred Schedule of the rehabilitation plan of the Fund. Pursuant to that Preferred Schedule, effective August 1, 2012, Employer agrees to make base contributions to the Fund for which benefit credit is given at a rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 27.7% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2013 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 37.6% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2014 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 48.3% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2015 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contributions equal to 59.8% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

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

- 16.2 Between the first and tenth day of each month, the Employer shall make irrevocably the required payment for the preceding calendar month to the trustees of the pension plan and shall continue such payments for the term of this Agreement or as required by any subsequent and succeeding Agreement.
- 16.3 The Employer shall comply with all provisions of the Pension Trust Indenture and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Pension Trust Indenture.
- 16.4 The Employer accepts the terms of that certain trust indenture made and executed in San Francisco, California October 30, 1953 as amended, creating BUILDING SERVICE EMPLOYEES PENSION TRUST and accepts the Terms of BUILDING SERVICE EMPLOYEES PENSION PLAN, and further hereby becomes a party to said trust indenture subject to the terms thereof as indicated in Section 3.01 of Article III of said trust indenture.

- 16.5 The Employer further agrees to be bound by all of the provisions of said trust indenture and said pension plan as amended and hereby acknowledges prior receipt of copies of said trust indenture and said pension plan.
- 16.6 The employer hereby authorizes and directs the Union to deposit with the Pension Plan Trustees a duplicate original of this collective bargaining agreement, which, when so deposited, shall indicate the Employer's acceptance of the terms of said trust indenture and the terms of said pension plan, by virtue of the provision of this section and in accordance with said Section 3.01 of Article III of said trust indenture.
- 16.7 The parties agree to re-open the agreement for the purpose of negotiating Pension Fund contributions at the three year point of this agreement, namely on August 1, 2015.

#### **SECTION 17 SAFETY**

- 17.1 The Employer shall comply with all applicable Federal and CAL-OSHA laws and regulations pertaining to occupational health and safety, including the Hazardous Substance Information and Training Act.
- 17.2 In the event of a safety or health hazard is detected, it shall be reported immediately to the Employer and the Union.
- 17.3 The Employer, the Union and all employees shall cooperate fully in all efforts to maintain a safe and sanitary work place.
- 17.4 Training shall not be conducted during the Employee's break or lunch hour.
- 17.5 The employer shall make a good faith effort to provide all training in the employee's primary language.

#### **SECTION 18 MILITARY SERVICE**

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

## SECTION 19 DISCIPLINE

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

## SECTION 20 GRIEVANCE PROCEDURE

- 20.1 Any difference between the Employer and the Union involving the meaning or application of the provisions of this Agreement shall constitute a grievance and shall be taken up in the manner set forth in this Section. Before filing a grievance in writing, a grievant and/or his representative may discuss the grievance with a representative of the other party to attempt to resolve the grievance informally.
- 20.2 If the aggrieved party chooses not to attempt to resolve the grievance informally or if the grievance is not resolved through informal meeting, the aggrieved party shall serve upon the other party a written statement setting forth the facts constituting the alleged grievance.
- 20.3 **STEP 1. Grievance** A grievance need not be considered unless the aggrieved party serves upon the other parties a written statement setting forth the facts constituting the alleged grievance. For a discharge case grievance, such notice must be served within ten (10) days from that date of discharge. Such written statement concerning any other type of grievance must be served within fifteen (15) days of its occurrence or the discovery thereof by the aggrieved party. The Employer shall respond to the grievance within ten (10) days. If there is no response within ten (10) days the grievance will automatically advance to the next step.

20.3 **STEP 2 Informal meeting** It is the intent of the parties that reasonable diligence be used in the discovery and reporting of alleged grievances so they may be adjusted or dismissed without undue delay. The Employer and the Union agree to use, their best endeavors by informal conferences between their respective representatives to settle any grievance within ten (10) days after service of such written statement. For a grievance regarding discipline of an Employee, the Employer will make every effort to provide to the Union upon request any document the Employer relied upon to discipline the Employee no later than 48 hours before the Board of Adjustment Hearing. For a grievance regarding monetary issues the Employer will make every effort to provide no later than 48 hours before the Board of Adjustment Hearing to the Union upon request applicable payroll records and timesheets. Discovery that is provided at the Board of Adjustment does not preclude the union or company from providing additional documents at the mediation or arbitration hearing.

20.4 **STEP 3 Board of Adjustment** If the grieving party wishes to take the grievance to the Adjustment Board, the grieving party must submit the request for an Adjustment Board within thirty days from the date the grievance was filed. If the grieving party fails to submit this request within thirty (30) days, from the date the grievance was filed, the grievance shall be deemed waived.

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

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

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

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

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

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

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

## **SECTION 21 SAVINGS CLAUSE**

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

## **SECTION 22 MANAGEMENT RIGHTS**

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

## **SECTION 23 IMMIGRANT WORKERS**

- 23.1 The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.
- 23.2 The Employer shall notify the Union by phone and give oral notice to the Union steward, as quickly as possible, if any Department of Homeland Security or SSA agent appears on or near the premises to enable a Union representative or attorney to take steps to protect the rights of employees.
- 23.3 The employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within one (1) year of commencement of the absence. If the bargaining unit member does not remedy the issue within one (1) year, the bargaining unit member may be discharged and the Employer shall have no further obligation to hold a bargaining unit member's position.
- 23.4 In the event that an employee is not authorized to work in the United States of America and his or her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to his or her former position, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within one (1) year from the date of termination.
- If the employee needs additional time the Employer will rehire the employee into the next available opening in the employee's former classification. Upon the employee providing proper work authorization within a maximum of one (1) year.
- 23.5 Errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control. Employees shall not be discharged, disciplined or suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number. These changes shall not be considered new employment or a break in service.

- 23.6 In the event an employee is displaced due to disqualification from employment due to the application by the employer of a e-Verify, or similar employment eligibility verification program, including background check, the incoming replacement employee will be paid at the wage rate and benefit eligibility levels of the employee who is being replaced.

## **SECTION 24 ASSIGNMENTS**

- 24.2 The parties agree that in the event that the ownership or management of any plant or company is changed by sale, merger or in any other manner, this Agreement shall be included as a condition of such change or transfer, and shall run to its conclusion as the contract of the successor company, applicable to the particular plant thus sold, merged or transferred. The Union likewise binds itself to hold this contract in force to its termination, and agrees that no part of this Agreement shall be assigned to any labor organization other than those which are parties hereto, without consent of the parties hereto.

## **SECTION 25 BIDDING PROCEDURES**

- 25.1 Whenever the Employer bids or takes over the servicing of any job location, building or establishment covered by this Agreement, and where the daily work being performed amounts to seven and one-half (7 1/2) hours or more, the Employers agrees to do the following:
- (a) Retain all permanent employees at the job location, building or establishment including those who might be on vacation or off work time because of illness, injury or authorized leave of absence; and recognize that the work time and overall employment service of all such employees shall be considered as continuous, regardless of change of Employers, for all purposes, including seniority, sick leave and vacation benefits, so that no such permanent employee will lose any such benefits because of the change of Employers.
  - (b) Contact the Union for the number of permanent employees, all job classifications, starting and quitting times, the number of daily hours worked, the rates of pay, and the number of hours each such employees is credited with for purposes of the Progression Rate at such location. The Union agrees to supply such requested information within five (5) working days or the Employer is free to bid the job as he sees fit.
- 25.2 Within the 30 days of a building changing contractors, the current contractor will not be allowed to transfer anyone into the building. The outgoing contractor, at its discretion, can transfer out an employee within the 30 days of a building transfer.

## **SECTION 26 SUBCONTRACTING**

- 26.1 The Employer agrees not to subcontract work normally performed by the employees covered by the terms of this Agreement except to persons, firms or companies meeting not less than the terms and conditions of this Agreement relating to wages, hours and conditions of employment.
- 26.2 The Employer shall not contract out to avoid its obligations under this Agreement nor as a means of reducing the scope of the Union. The Employer will notify the Union prior to any subcontracting, and shall include in its notification the name of the subcontractor, nature of the subcontracted work, and location of the work.

## **SECTION 27 New Work and Contracts**

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

## **SECTION 28 WORKING CONDITIONS**

- 28.1 When vacancy is verified by the building, staff reduction shall be automatic and the affected employee(s) shall be placed on the temporary list pending placement into an open permanent position, per Exhibit C.
- 28.2 The Employer shall have the right to determine and change the assignment of employees within a building and where, what and how the work is to be performed within a building. Any such decision shall be based on business need and shall not be for punitive, discriminatory or personal favoritism reasons.
- 28.3 At its discretion, the Employer shall have the right to determine and change starting times, provided that the Union shall receive at least five (5) working days notice of any change in starting times. and, provided further, that no shift may begin in any day after 6:00p.m. unless the Union is notified in writing. However, it is understood that the Employer may continue to begin a shift after 6:00p.m. if the Employer is currently beginning a shift after 6:00p.m.
- 28.4 The Employer shall have the right to transfer employees from one building to another. Any such decision shall be based on business need and shall not be for punitive, discriminatory or personal favoritism reasons. The Union and the affected employee shall be given twenty-four (24) hours notice of any transfer.
- 28.5 The Union shall have the right to conduct an investigation, in order to determine whether any provisions of this Section have been violated.
- 28.6 When vacancy is verified by the building, staff reduction shall be automatic and the affected employee(s) shall be placed on the temporary list.



## SECTION 29 OTHER AGREEMENTS

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

## SECTION 30 NO STRIKE/LOCKOUT

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

## **SECTION 31 SHOP STEWARDS**

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

## **SECTION 32 ENTIRE AGREEMENT**

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

## SECTION 33 TERM OF AGREEMENT

33.1 Unless expressly stated otherwise all parts of this Agreement will be effective August 1, 2012 and shall remain to and including July 31, 2016 and shall continue in effect thereafter from year to year unless either party serves notice in writing at least sixty (60) days prior to the expiration of this Agreement of the desire to terminate the Agreement or modify its terms.

DATED:

1/30/2013

SAN FRANCISCO MAINTENANCE  
CONTRACTORS ASSOCIATION

James Beaud

DATED:

1/30/2013

SEIU LOCAL 87  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. Chisholm

EXHIBIT A

MEMBERS OF THE SAN FRANCISCO MAINTENANCE  
CONTRACTORS

1. Able Building Maintenance Company

Signature: \_\_\_\_\_

Date: 1-30-2013

2. American Building Maintenance Company

Signature: \_\_\_\_\_

Date: 1/29/13

3. Lewis and Taylor Maintenance Company

Signature: \_\_\_\_\_

Date: 1-22-13

4. Genesis Building Services

Signature: \_\_\_\_\_

Date: 1/22/13

5. Clean-A-Rama Building Maintenance

Signature: \_\_\_\_\_

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

## **EXHIBIT B**

### **HEALTH AND WELFARE COVERAGE:**

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

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

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

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

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

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

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

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

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

**EXHIBIT C**  
**THE FILLING OF AVAILABLE POSITIONS**

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

- C.1 Each Employer agrees to maintain four separate lists. The first list will be the Permanent Employee list that will include all Permanent Employees and their building assignments. (Permanent employees are defined as those employees who are assigned by the Employer to a particular workstation on a daily and permanent basis.) The second list will include temporary employees who were permanent for a particular Employer but are now laid off and shall be known as the "A List". The third list will include top wage rate temporary employees for a particular Employer and shall be known as the "B List". (Top wage employees are defined as those employees who have never been permanent.) The fourth list will consist of temporary employees who are earning less than top wage rate for a particular Employer and shall be known as the "C list". To be included on any Employer's "C list", an individual must have worked at least one (shift) in the last twelve (12) months for that Employer.
- C.2 The placement of employees on the "A through C list" will be as follows:
- (a) Employees, who were permanent for a particular Employer but are now laid off, will be at the top of the list for that Employer (A list). The ranking among these employees will be by seniority date.
  - (b) The next ranking will be of employees who are earning the top wage rate for a particular Employer who have never been permanent (B list). The ranking among these employees will be by seniority date.
  - (c) The next ranking will be of those employees who are earning less than top rate for a particular Employer (C list). The ranking among these employees will be based on the number of accumulated hours worked for that Employer.
- C.3 When a permanent position becomes available the most senior employee on the A list will be offered said permanent position. If there is no A list employee then the most senior employee on the B list shall be offered said permanent position. If there is no B list employee available then the most senior employee on the C list shall be offered said permanent position. For day porter and foreperson positions, client and Employer approval will also be a determining factor. For janitorial positions that require specific skills, the Union/Employer will do its best to dispatch/place a member with the required capabilities.
- C.4 (C.3 original) On any given day, the Employer shall fill available temporary positions with the employee on its A, B or C List who is not working that day in

the order of seniority, except for day porter, foreperson positions, and for janitorial positions that require specific skills. However, if the employee filling a temporary position chosen by the employer is on the C list the most senior employee from the A, B or C list can bump the lesser wage temporary Employee, with 24-hour notice, except under extended leaves of absence of 12 months or longer covered in Section 14.5 of this Agreement.

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



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

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

- C.10 New Construction: For any new jobs that are the result of new construction, an Employer may fill one-half (1/2) of the needed number of employees with employees whose wage rate is the lowest on the progression wage rate. The other half must be filled first with qualified employees on the Employer's A and B list. Once the building is 90% occupied, the property will revert to the standard contract terms.
- C.11 The mediation procedure set forth in Section 20.6a of this Agreement shall be available for a dispute concerning whether or not an employee has the correct ranking on the A, B, or C list. In the event that it is found that the ranking for a particular employee is incorrect, the exclusive remedy which may be ordered is that the ranking be corrected. In the event that there is a monetary claim related to the ranking claim, the monetary claim may be pursued under the regular grievance procedure.
- C.12 The existing Labor Management committees may also discuss Exhibit C and may make any non-binding recommendations.
- C. 13 If an employer agrees to only use the Union hiring hall to fill all positions, both permanent and temporary, it can sign a side letter to opt out of Exhibit C provisions applicable to filling of available positions by the hiring hall.
- C. 14 The Employer agrees to participate in a union hiring hall pursuant to written procedures and responsibilities established by a labor-management committee. The labor-management committee establishing such procedures and responsibilities shall consist of two management representatives appointed by the San Francisco Maintenance Contractors Association, and two union representatives appointed by Union. Employer may subsequently cease participation in the hiring hall if it is unable to efficiently obtain and assign qualified staff.
- C.15 For any one time or reoccurring "tag" work of four hours or more which is above base contract specification, the employer may assign such "tag" work to an

employee from the C List. The contractor will notify the union if the "tag" will exceed more than one month. If a permanent utility worker is utilized at another building for tag work for more than two days, the contractor will fill his/her position with a C list employee who is: (a) qualified to perform the utility work; and (b) working at the lowest rate in the progression schedule as set forth in Section 8 of this Agreement.

ATTACHMENT 1

Recycle/Green Buildings

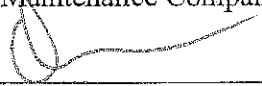
City and Union will participate in joint labor-management committee to identify best practices with respect to janitorial services. Committee will be facilitated by Mayoral designee from the Department of the Environment, and may include other stakeholders.

FOR SEIU Local 87,

By: 

Date: 1/30/2013

Able Building Maintenance Company

Signature: 

FOR the Contractors,

By: 

Date: 1/30/2013

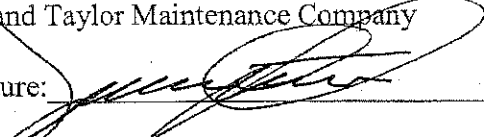
Date: 1-30-2013

American Building Maintenance Company

Signature: 

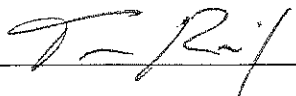
Date: 1/29/13

Lewis and Taylor Maintenance Company

Signature: 

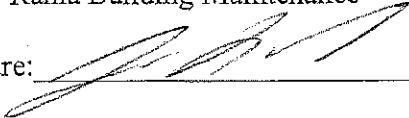
Date: 1-22-13

Genesis Building Services

Signature: 

Date: 1/22/13

Clean-A-Rama Building Maintenance

Signature: 

Date: 1/31/13

LETTER OF UNDERSTANDING  
BACKGROUND CHECKS

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

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

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

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

FOR SEIU Local 87,

By: [Signature]

Date: 1/30/2013

Able Building Maintenance Company

Signature: [Signature]

American Building Maintenance Company

Signature: [Signature]

Lewis and Taylor Maintenance Company

Signature: [Signature]

Genesis Building Services

Signature: [Signature]

Clean-A-Rama Building Maintenance

Signature: [Signature]

FOR the Contractors,

By: [Signature]

Date: 1/30/2013

Date: 1-30-2013

Date: 1/29/13

Date: 1-22-13

Date: 1/22/13

Date: 1/31/13

## LETTER OF UNDERSTANDING

### A. New Position Definition: **RECYCLING COORDINATOR**

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

### B. **RECYCLING COORDINATOR** Hiring Requirements

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

### C. **RECYCLING COORDINATOR** Training

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

### D. **RECYCLING COORDINATOR** Safety

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

### E. **RECYCLING COORDINATOR** WAGES and BENEFITS

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

Health and Welfare: C-23a 822.47 after four months of consecutive 115 hours. Thereafter 115 hours per month qualifier.

Pension: No pension



## Attachment 7

### Prevailing Wage Determination

Agreement between San Francisco  
Window Cleaning Contractors  
Association and Window Cleaners  
Union, SEIU Local 1877, AFL-CIO





## **WINDOW CLEANERS AGREEMENT**

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

**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 1<sup>st</sup> day of April, 2013 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 (31<sup>st</sup>) day following the date of employment or not later than the thirty-first (31<sup>st</sup>) 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) 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) working days for one Employer.

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

### **SECTION 3. SENIORITY**

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

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

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

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

### **SECTION 4. HOURS AND OVERTIME**

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

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

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

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

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

employee may be permitted to take the previous Monday off on his own time without penalty provided the entire shop agrees or it is mutually agreed to by the Employer and employee.

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

#### **SECTION 7. WAGES**

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

	<u>April 1, 2013</u>
Base	\$20.65
Scaffold/Bos'n Chair	\$22.11

(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 4/1/13				
Base:	\$13.00	\$14.00	\$15.00	\$16.95
Scaffold/Bos'n Chair:	\$14.50	\$15.50	\$16.50	\$18.41

Journeyman rates paid: after 3900 hours worked

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

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

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

Journeyman 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 is \$1303.47 per month.

3. Between the first (1<sup>st</sup>) and the tenth (10<sup>th</sup>) 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 1<sup>st</sup>, 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.

#### **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, based on March, 2013 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 contribution amount of \$2.14 per hour.

#### **SECTION 10. SICK LEAVE AND FUNERAL LEAVE**

Effective June 1, 1978 every 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 (1<sup>st</sup>) full workday's absence, no pay except where the employee is hospitalized on such first (1<sup>st</sup>) day; succeeding workday's absence, full pay until earned sick leave benefits are exhausted.

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

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

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

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

#### **SECTION 11. SCAFFOLD AND BOS'N CHAIRS**

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

#### **SECTION 12. VACATIONS**

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

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

### **SECTION 13.      MILITARY SERVICE**

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

### **SECTION 14.      TRAVEL**

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

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

### **SECTION 15.      RESTRICTIONS**

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

## **SECTION 16. EQUIPMENT**

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

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

## **SECTION 17. SUBCONTRACTING**

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

## **SECTION 18. SAFETY**

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

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

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

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

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

further agreed that said member will not be penalized for such refusal by a the Employer.

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

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

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

(i) The Parties agree to establish a Labor-Management Committee of a maximum of seven (7) members from each side. This committee is meant to discuss areas of mutual concern such as safety, training and the preservation of standards in the Window Cleaning Industry. It is not intended to discuss contractual issues.

#### **SECTION 19. BREAKAGE**

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

#### **SECTION 20. DISCHARGE AND DISCIPLINE**

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

## **SECTION 21. SHOW-UP PAY**

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

## **SECTION 22. GRIEVANCE PROCEDURE**

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

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

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

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

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

The Arbitrator shall be selected by mutual agreement between the parties. If the parties are unable to agree upon an arbitrator, they shall request a list of nine (9) arbitrators from the FMCS. Upon receipt of such a list, the parties shall alternately strike one (1) name from the list until one name remains. That

person shall serve as arbitrator. The party striking the first name shall be determined by the flip of a coin. The costs of the Arbitration shall be borne equally by the parties. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the employee(s). The Arbitrator shall have no authority to add to, amend, delete or modify this Agreement.

#### **SECTION 23. CHECKOFF**

- (a) The employer agrees to deduct from the pay of each employee the membership dues required to maintain good standing as defined by the Constitution and Bylaws of the Union.
- (b) Membership dues shall be deducted in the following manner:
  - 1. Deducting for monthly dues shall be made from each paycheck based on the percentage established by the Union up to the maximum monthly dues amount commencing with the second (2<sup>nd</sup>) 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<sup>nd</sup>) pay check received by such employee during the second (2<sup>nd</sup>) 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.

(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 1/2 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 and shall remain in effect until March 31, 2014, 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 of its desire to change or terminate said agreement.

Signed this 30<sup>th</sup> day of August 2013.

FOR THE SAN FRANCISCO  
WINDOW CLEANING  
CONTRACTORS ASSOCIATION

By: James Beard  
James Beard

FOR THE WINDOW CLEANERS UNION  
SEIU USWW

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

By: Jose Garza  
Jose Garza  
Able

By: Joel Pineda  
Joel Pineda  
CBM

By: Guillermo Rodriguez  
Guillermo Rodriguez  
Glasstech

Date: 8/30/2013

Date: 8/30/13

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

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, 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 amount is 37.6% 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

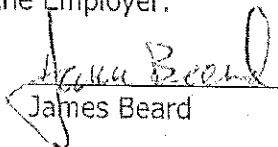
The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees 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:

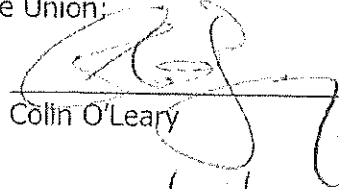
  
James Beard

Date:

8/30/2013

For the Union:

By:

  
Colin O'Leary

Date:

8/30/13

**WINDOW CLEANERS AGREEMENT – April 1, 2013 to March 31, 2014**

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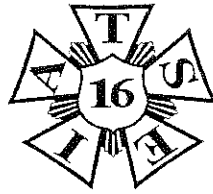


## Attachment 8

### Prevailing Wage Determination

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





**2013**

**PROJECT COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**CITY 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](http://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, 2013, by and between **CITY 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 specifically requested by name, i.e. listed on the call as "must be", by the employer shall be compensated as a head of department.
5. Local 16 agrees that, when requested, technicians referred to employment as a Head Electrician (not as a board operator only) shall be certified through the Entertainment Technician Certification Program (ETCP). In the event that a facility or an employer requires that an ETCP certified technician be employed in specific positions, that technician shall receive a \$2.00 per hour increase in their hourly wage
6. A projectionist shall be paid as a Head of Department when:
  - a. projectionist is used to converge projectors on one screen, or use LED wall and/or plasma wall systems;
  - b. there is a blended screen used with additional displays;
  - c. there are two (2) to eight (8) active projectors. There shall be additional Head for each succeeding eight (8) active projectors.
7. Whenever a power generator (with a rated output of over 100 amps and three phase capability) is used to power any element of an event staffed by local 16 technicians, there shall be a local 16 technician assigned as head of department to serve as generator operator.

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

**C. MULTI-SOURCE TECHNOLOGY**

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

**D. MULTI-SOURCE TECHNICIAN**

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

1. A sound system used for voice, computer and/or video tape equipment requiring active cueing or mixing.
2. A video or computer projection device used in conjunction with multiple sources such as computers, video tape or video equipment such as cameras, scan converters and line doublers.
3. Computer interfacing and source routing equipment used to control signals sent to projection devices requiring monitoring or switching.

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

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

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

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

**G. GENERAL AUDIO VISUAL**

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

**H. STEWARD**

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

The responsibilities of the supervising steward will include the following:

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

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

**I. BASE RATE**

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

**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.

**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.

**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:
  - 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<sup>th</sup>) 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.
  - f. 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.
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.
  - 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<sup>th</sup>) consecutive day shall be paid at double time (2 times the base rate).

**H. UN-WORKED HOURS**

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

**I. VACATION PAY**

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

**J. MEAL PERIODS**

1. Each employee shall receive one (1) full hour for meal breaks or no time shall be deducted. Time between all meal breaks, or from the beginning of the shift shall be not less than three (3) hours nor more than five (5) hours.
2. Penalty for violation of either case shall be one (1) hour at the straight time rate, in addition to one (1) hour at the prevailing rate for every hour, or fraction thereof, until either a one (1) hour break is given or until a meal is provided as described below.
3. The Employer may also avoid a continuing meal penalty situation by meeting the following conditions:
  - a. A meal shall be provided, at the Employers expense, to each and every employee in meal violation.
  - b. Said meal shall be provided neither less than three (3) hours nor more than five (5) hours from the beginning of the employee's shift or end of employee's last meal break.
  - c. Each and every employee must be given one half (1/2) hour to eat the provided meal from the time that the employee receives the meal and no time shall be deducted.
  - d. The five (5) hour work clock resets at the end of the half (1/2) hour meal period.
4. If the employees are broken for at least one (1) hour or up to two (2) hours, they shall receive a two (2) hour minimum call when they return to work.
5. If the employees are broken for more than two (2) hours, they shall receive a four (4) hour minimum call when they return to work.

**K. HIGHER SCALE**

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

**L. HOLIDAYS**

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

**M. RATES AND CONDITIONS**

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

**N. CANCELLATION OF CALLS**

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

**IV. FRINGE BENEFITS, WORK FEES AND PAYROLL**

**A. HEALTH AND WELFARE**

1. The Employer agrees to make contributions to the Local 16 Health and Welfare Trust Fund in the amount of fifteen percent (15%) 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:
  - a. One check equaling fifteen percent (15%) 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

## **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.

		7/1/2011 to 12/31/2011	1/1/2012 to 6/30/2012	7/1/2012 to 12/31/2012	1/1/2013 to 6/30/2013	7/1/2013 to 12/31/2013
General AV and C3 computer technicians for breakout rooms, Extra help for events or theme parties without entertainment (not including traditional stage crafts).	Base Rate Over Time Double Time	8% Vacation 33.27 49.91 66.54	8% Vacation 33.27 49.91 66.54	8% Vacation 33.94 50.91 67.88	8% Vacation 33.94 50.91 67.88	8% Vacation 34.28 51.42 68.55
Multi-source and C2 computer technicians for breakout rooms and events or theme parties without entertainment.	Base Rate Over Time Double Time	8% Vacation 39.43 59.15 78.87	8% Vacation 39.43 59.15 78.87	8% Vacation 40.22 60.33 80.44	8% Vacation 40.22 60.33 80.44	8% Vacation 40.62 60.94 81.25
Traditional Stage Crafts: (Carpenters/Electrics/Props/A2) Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment. Extra help for commercial, industrial and product demonstration show and events with entertainment. Camera set up and tear down, including Video utilities.	Base Rate Over Time Double Time	8% Vacation 42.42 63.62 84.83	8% Vacation 42.42 63.62 84.83	8% Vacation 43.26 64.90 86.53	8% Vacation 43.26 64.90 86.53	8% Vacation 43.70 65.54 87.39
Department Heads	Base Rate Over Time Double Time	8% Vacation 47.36 71.04 94.72	8% Vacation 47.36 71.04 94.72	8% Vacation 48.31 72.46 96.61	8% Vacation 48.31 72.46 96.61	8% Vacation 48.79 73.18 97.58
<u>ETCP Certified Rigger and Electrician</u> <u>(Head of Dept Rate plus \$2.00)</u>	Base Rate	8% Vacation 49.36	8% Vacation 49.36	8% Vacation 50.31	8% Vacation 50.31	8% Vacation 50.79

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

		7/1/2011 to 12/31/2011	1/1/2012 to 6/30/2012	7/1/2012 to 12/31/2012	1/1/2013 to 6/30/2013	7/1/2013 to 12/31/2013
Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment and events with entertainment, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.	Show Call	8% Vacation 182.22	8% Vacation 182.22	8% Vacation 185.86	8% Vacation 185.86	8% Vacation 187.72
Spot light operators, camera operators per show call, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.	Show Call	8% Vacation 197.41	8% Vacation 197.41	8% Vacation 201.36	8% Vacation 201.36	8% Vacation 203.37
Department Heads	Show Call	8% Vacation 217.16	8% Vacation 217.16	8% Vacation 221.50	8% Vacation 221.50	8% Vacation 223.72

**X. LENGTH OF AGREEMENT**

This agreement shall be in full force and effect from July 1, 2013 through the end of this project date (which shall be no later than December 31, 2013).

**XI. SIGNATURES**

**FOR THE EMPLOYER:**

**FOR THE UNION:**

\_\_\_\_\_  
Date  
Authorized Agent  
City Of San Francisco

\_\_\_\_\_  
Date  
Steve Lutge  
Business Agent/Secretary  
Local 16, I.A.T.S.E.

\_\_\_\_\_  
Date  
Authorized Agent  
City Of San Francisco

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

/iatse-b-18  
2013JULTODECPROJECTJUN192013

## **EXHIBIT A JURISDICTION**

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

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

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

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

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

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

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

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

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

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

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

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



## **EXHIBIT B**

### **BROADCAST, WEBCAST AND SIMULCAST RATES**

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

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

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

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

Payment for any of the recording classifications outlined above, not covered by the conditions and rates, shall consist of an additional two hundred ninety two and sixty nine (\$292.69) dollars for each technician working the show plus benefits.

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

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

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

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

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

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

**RE: NOTICE TO ALL PARTICIPANTS**

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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  
Edward L. Raymond, Director of Training  
William A. Sokol, Legal Counsel  
Apprenticeship & Training Plan Exemption Office of Reports & Disclosures  
Pension & Welfare Benefit Programs US Department of Labor

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

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

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

Edward L. Raymond, 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)

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**2013-2015**

**CARPENTERS TRUCK DRIVER AND MOVER AGREEMENT**

**For the 46 Northern California Counties**

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This AGREEMENT ("Agreement") made and entered into this 28<sup>th</sup> day of August, 2013, by and between Service 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 and each individual employer hereby recognizes the Carpenters 46 Northern California Counties Conference Board and its affiliates as the sole and exclusive bargaining agent for employees hired to perform work as outlined below.

### **1.02.00 Union Security**

- (1) Every person performing work covered by this Agreement who is a member of the Union and in the employment of an individual 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 individual 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 individual 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 individual employer, the individual employer will use his best efforts to provide access to the site by the union representative.

#### **1.04.00 Employer Recognition**

The Union hereby recognizes the Employer as the sole and exclusive bargaining representative for its respective members, present and future, who are or hereafter become members.

### **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 work covered 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 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, 2013\*

Classification	Area 1	Area 2
Mover, Packer, Crater	\$18.15	\$11.30
Driver	\$18.42	\$11.60
Helper	\$18.15	\$11.30

Effective September 1, 2014\*

Classification	Area 1	Area 2
Mover, Packer, Crater	\$18.40	\$11.55
Driver	\$18.67	\$11.85
Helper	\$18.40	\$11.55

\*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, 2013 shall be \$9.55 per hour per employee.

The Health & Welfare Plan B contributions effective September 1, 2014 shall be \$9.90 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, 2013

	Health & Welfare	Annuity	Vacation	Work Fee
Area 1				
Mover, Packer, Crater	\$9.55	\$1.10	\$1.05	\$0.77
Driver	\$9.55	\$1.10	\$1.05	\$0.77
Helper	\$9.55	\$1.10	\$1.05	\$0.77
Area 2				
Mover, Packer, Crater	\$9.55	\$0.60	\$0.50	\$0.77
Driver	\$9.55	\$0.60	\$0.50	\$0.77
Helper	\$9.55	\$0.60	\$0.50	\$0.77

Effective September 1, 2014

	Health & Welfare	Annuity	Vacation	Work Fee
Area 1				
Mover, Packer, Crater	\$9.90	\$1.10	\$1.05	\$0.79
Driver	\$9.90	\$1.10	\$1.05	\$0.79
Helper	\$9.90	\$1.10	\$1.05	\$0.79
Area 2				
Mover, Packer, Crater	\$9.90	\$0.60	\$0.50	\$0.79
Driver	\$9.90	\$0.60	\$0.50	\$0.79
Helper	\$9.90	\$0.60	\$0.50	\$0.79

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

**5.01.00 Regular Work Day**

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

**5.02.00 Overtime**

Hours worked in excess of eight (8) hours on the first through the fifth workday and up to ten (10) hours on the sixth workday, shall be paid at the rate of one and one-half times (1 1/2x) the straight time hourly rate. All hours worked in excess of ten (10) hours on the sixth workday and all hours worked on the seventh workday and Holidays shall be paid at two times (2x) the straight time hourly rate.

**5.03.00 Special Shift Work**

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

**5.04.00 Multiple Shift Work**

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

**SECTION 6**  
**HOLIDAYS**

**6.01.00 Holidays**

No "designated off-days" are recognized under this Agreement. The following are the recognized holidays: New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, 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 sixty-five dollars (\$65.00).

**SECTION 9**  
**SUBCONTRACTING**

**9.01.00 Subcontracting of Covered Work**

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

**9.02.00 Assumption of Covered Work Job**

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

**SECTION 10**  
**GRIEVANCE PROCEDURE**

**10.01.00 Grievance Procedure**

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

**SECTION 11**  
**SHOP STEWARD**

**11.01.00 Shop Steward**

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

**SECTION 12**  
**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 2013 through the 31<sup>st</sup> day of August 2015, 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 31<sup>st</sup> day of August 2015, or not more than (90) days nor less than sixty (60) days prior to the 31<sup>st</sup> 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.

Mark Vignola  
Name & Title

Service West  
Company Name

2054 Burroughs Ave.  
Company Address

San Leandro, CA 94577  
Company City, State & Zip Code

510-746-3706  
Company Telephone Number

510-568-1536  
Company Fax Number

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President 22  
Local Union

Robert Alvarado  
Authorized Union Representative

Robert Alvarado, Executive Officer  
Northern California Carpenters  
Regional Council

William Feyling  
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."

### **WITNESSETH**

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

#### **SECTION 1. RECOGNITION**

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

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

#### **SECTION 2. NON-DISCRIMINATION**

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

#### **SECTION 3. UNION SECURITY**

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

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

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

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

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

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

#### **SECTION 4. EMPLOYERS' RESPONSIBILITY**

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

## SECTION 5. JOB CLASSIFICATION AND WAGE RATES

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

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

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

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

### WAGE RATES:

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

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

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

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

Employers shall determine the increase in the Index as follows:

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

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

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

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

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

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

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

(e) New Hire Addendum

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

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

During 1st 12 months of employment	80% of hourly wage
During 2nd 12 months of employment	85% of hourly wage
During 3 <sup>rd</sup> 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.

- 1<sup>st</sup> Level: Diesel Engine Certification 5%
- 2<sup>nd</sup> 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) times the straight time rate. All work performed after twelve (12) hours in one day shall be paid at the double time (2X) rate of pay.

### (c) Saturday and Sunday Work

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

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

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

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

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

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

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



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

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

#### **SECTION 8. PAID HOLIDAYS**

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

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

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

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

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

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

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

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

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

## SECTION 9. VACATIONS

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

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

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

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

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

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

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

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

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

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

## **VACATION SCHEDULE**

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

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

### **DEBRIS BOX DEPARTMENT**

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

### **FRONT LOADERS**

3 per week all year

### **SHOP DEPARTMENT**

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

### **SUNSET SCAVENGER COMPANY GARBAGE ROUTE**

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

### **DEBRIS BOX DEPARTMENT**

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

### **FRONT LOADERS**

3 per week all year

### **SHOP DEPARTMENT**

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

### **CART DEPARTMENT**

2 per week

- (vii) In the event there is a conflict between a mechanic's vacation and his night shift obligations, the mechanic will try to arrange a voluntary switch with another mechanic. In the event that the switch cannot be done on a voluntary basis, the lowest mechanic on the Seniority List will be required to switch.
- (d) If upon termination, an employee has completed less than a full year of continuous service from his last anniversary, the employee shall be paid pro rata his accumulated vacation based on the number of months worked since his last anniversary.
- (e) No employee shall be allowed to take more than four (4) consecutive weeks of vacation, except that an employee who furnishes proof that he is going to go out of the country for his vacation and that he needs additional time off may request more than four (4) weeks. The additional time shall be granted upon satisfactory proof.
- (f) Vacation pay shall be computed and paid at the classification in which the employee worked the most hours in the preceding calendar year. This shall not apply where an employee has successfully "bid into" a new classification. In that instance, vacation pay shall be paid at the classification rate which the employee bid into.
- (g) All employees who retire pursuant to the Employers' pension plan during any month of the year shall be entitled to receive their full vacation pay in the event that such employee did not take their vacation-time allowance off during the same year.
- (h) No Employee shall be charged vacation (during any absence) day except when approved by the individual employee. This paragraph does not change the requirements/qualifications for vacation scheduling, use, and approval.
- (i) The Company commits to make sufficient slots available at Vacation Sign Up to allow all employees to sign up for all their vacation during the calendar year.

#### SECTION 10. SICK LEAVE

- (a) Each regular employee shall be entitled to take up to twelve (12) days paid sick leave per year. As used herein, the term year means a period from January 1 to January 1 during the life of this Agreement.
- (b) An employee shall be entitled to receive pay for a sick day commencing with the first day of each illness; provided, however, that he must furnish satisfactory medical verification of each said illness if requested. Any employee absent due to illness for only one day will not be requested to provide a medical certificate to be paid.
- (c) On the first payday following January 1, of each year each employee shall receive a day's pay for each unused day of sick leave. Said pay shall be at the wage rate which was in effect during the period in which the unused sick leave was accrued.
- (d) There shall be no accumulation of sick leave from year to year.

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

## SECTION 11. MAINTENANCE OF BENEFITS

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

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

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

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

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

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

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

(1) Kaiser eyewear allowance: \$200.

(2) HealthNet eyeglass frame allowance: \$100.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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 footwear.

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

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

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

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

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

#### **SECTION 14. NO STRIKES OR LOCKOUTS**

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

#### **SECTION 15. DISCHARGES AND SUSPENSIONS**

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

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

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

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

#### **SECTION 16. SETTLEMENT OF DISPUTES**

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

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

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

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

the list until one name remains and such person shall be the arbitrator for the determination of the case. The next to the last name stricken shall be the alternate arbitrator, and so on. The arbitrator shall have no right, power or authority to add to, subtract from, alter, amend or change any term or provision of this Agreement. Discovery procedures as permitted under California Law are permissible.

(e) Cost of Arbitration: Each party shall bear its own expense in presenting the case to the arbitrator. The expense of the arbitrator and of the reporter, if any, shall be divided between the parties hereto. The Employers agree to pay a sum equal to but not greater than one-half of said expense, and the Union agrees to pay a sum equal to but not greater than one-half of said expense. Each side shall bear its own expense of producing witnesses, experts, interpreters and the like.

(f) No Interruption of Work: There shall be no interruption of work during the settlement of a dispute.

#### **SECTION 17. CHECK-OFF SYSTEM AND CREDIT UNION**

(a) The Employers agree to recognize all written authorizations from Union members authorizing the deductions for their compensation of all uniformly required dues for the period of authorization which, in any event, shall be irrevocable for a period of one year. The Employers do not agree to deduct initiation fees, assessments or other exactions imposed by the Union unless the expense to the Company is paid by the Union. All deductions made pursuant to this Agreement shall be deducted from the employee's second payroll check of the month and shall be transmitted to the office of the Union by the twenty-eighth (28th) day of the same month. In the event the amount of said deductions is not transmitted to the office of the Union by the 28th day of any month for some reason beyond the Employers' control (for example, the fact that a particular pay period ends on or close to the 28th day), the Employers shall have a reasonable time within which to make said remittance. In no event shall the Employers' failure to make timely remittance be deemed by the Union, for any purpose whatever, to be a default in the timely payment of dues by any Union member.

(b) The Employers shall make credit union deductions from employee paychecks and transmit the amounts deducted to the employee's credit union upon receipt of authorization and designation duly executed by the employee; provided, however, that the deduction so authorized is a fixed sum each payday and the amount is not changed by the employee more frequently than once a year.

(c) DRIVE Deduction: (Upon ratification) the Employers agree to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employers of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly/bi-weekly basis for weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

Employers shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf

a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employers annually for the Employers' actual cost for the expenses incurred in administering the payroll deduction.

#### **SECTION 18. PAST PRACTICES**

(a) The parties agree that during the term of this Collective Bargaining Agreement, all past practices shall continue provided they are consistent, well-defined and have been repeatedly followed by both parties, over a reasonable period of time without objection. Both parties agree that during the term of this contract to meet as often as needed to list all past practices that currently exist.

(b) No past practice which may subsequently be determined to constitute a discriminatory employment practice shall be maintained; provided further, that should any provision of this Agreement or any practice maintained in effect pursuant to this Agreement be required to be terminated, modified or amended in any way by an order of any court of competent jurisdiction, the parties hereto agree that they will forthwith make whatever changes, modifications or amendments as required to be made to this Agreement or said practice by the order of said court.

#### **SECTION 19. CASUAL AND EXTRA EMPLOYEES**

(a) The parties recognize that the Employers have a need for casual and/or extra employees to replace employees who are sick, on vacation or who for other reasons do not report for work. Accordingly, the Employers shall establish a pool of persons who are available for such work. A list of such individuals shall be maintained by the Employers, arranged sequentially in accordance with their first day of work, and shall be updated as needed for accuracy.

(b) Available extra work, including vacation relief, shall be assigned by seniority from the list of casuals in the order that such casuals appear on the list. When a casual completes the assignment, he shall be returned to his place on the casual list for further work assignment.

(c) The Employers shall have the right to eliminate names from the casual list on the basis of unreliability, poor work performance, or for other legitimate reasons. The grievance procedures of this Agreement shall not be available to casuals because they have been eliminated from the list, except as provided in paragraph (d) below.

(d) New registrants on the casual list shall be considered on probation, and shall not acquire seniority until they have completed one hundred twenty (120) calendar days. Upon achieving seniority, a casual shall be entitled to use the grievance procedures of the Agreement. The Guaranteed Hours provision of the Agreement shall not be applicable to casuals or extra employees.

(e) Casuals shall not be used in the manner that deprives regular employees of reassignments under Section 6(b) of this Agreement.

(f) Casual employees who have acquired seniority shall accrue vacation pay and sick leave on a pro-rata basis, and those who work at least 80 hours or more in a month will also be eligible for Recology Health and Welfare benefits. Casual employees shall receive the same benefits as regular employees after two years of employment as a casual.

(g) Vacancies in regular employment shall be filled from casuals who have achieved seniority, in the order that their names appear on the casual list. In the event of layoff of regular employees, they shall have the right to be included at the top of the casual List, in accordance with their seniority. Their recall rights under this Agreement shall remain intact while performing work as casuals. Such laid off regular employees shall receive the full contractual rate of pay while working off the casual list.

## SECTION 20. STARTING TIME

(a) Changing of established starting times shall be at the discretion of the Employers, with notice of any such change posted on the bulletin board at least 24 hours in advance. Said posting requirement applies only to general changes in shift starting times and does not apply to changes in individual starting times which may from time to time be required.

(b) It is understood that all routes that ordinarily leave the garage before 6:00 a.m. are considered to be night routes. All routes which ordinarily leave the garage at or after 6:00 a.m. are morning routes.

## SECTION 21. COFFEE BREAKS

All employees shall each day be entitled to take two (2) paid coffee breaks of fifteen (15) minutes each. An unpaid lunch break of thirty (30) minutes at as near to mid-shift as possible is also permitted.

## SECTION 22. SENIORITY AND LAYOFFS

(a) Separate Seniority: It is understood and agreed that the seniority provisions of this Agreement shall apply separately to Golden Gate Disposal Company and to Sunset Scavenger Company. It is further understood that said seniority provisions shall also apply separately to the Shop Departments and the Garbage Collection Departments of each Employer and to the Curbside Recycling Program Department at Sunset Scavenger Company and that said departments shall be considered as distinct entities for purposes of the application of these provisions.

(b) Attainment of Seniority: Seniority shall not apply to an employee until he shall have been employed for one hundred twenty (120) calendar days. Upon attainment of seniority, an individual shall be considered a regular employee.

(c) Application of Seniority: In the reduction of forces due to the slackness of work, the last employee hired shall be the first employee laid off and in rehiring, the last employee laid off shall be the first employee re-hired until the list of former employees is exhausted, provided, however, that seniority shall be broken, and there shall be no re-hire right, after an employee has been on layoff for a period of six (6) consecutive months due to lack of work.

(d) Seniority List: The Employers shall maintain master seniority lists of all employees covered by this Agreement and provide the Union with a copy.

(e) The Employers shall not lay off any seniority employee without proper justification.

(f) Re-Hire Procedure: In the event of a layoff, an employee so laid off shall be restored to duty according to seniority.

(g) Filling All Positions: Seniority shall be adhered to in filling positions under this Agreement. Employees working other classifications under the jurisdiction of this Agreement shall be given reasonable trial of up to one week on the basis of seniority to qualify for and accept such positions. Upon request by the employee, the Company shall grant the employee an additional week of training for an accepted position. Employee may only try and reject one route in a twelve month period. Employee may bid on an additional route but must accept the route without the trial period. Training will be provided on the accepted route.

(h) Vacancies: All jobs and classifications will be subject to a direct bid. Wherever a permanent vacancy occurs, it shall be posted for a period of ten (10) working days, during which interested employees shall be entitled to bid on the vacancy. At the conclusion of the posting period, the Employers shall award the position to the most qualified bidder with the greatest seniority. The Employers shall establish a separate telephone system that provides up to date voice mail that provides route openings/vacancies. Any employee who is absent during these postings/vacancies shall notify the Company of their interest by contacting the Company immediately. Any employee who is absent during the awarding of the new vacancy shall be notified by the Company of their turn to accept/reject such vacancy, and they will be required to give their decision on the vacancy in a timely manner.

The Company shall post all vacancies at all time clock locations within two (2) weeks after such openings become available.

All future vacancies in commercial route positions such as front-end loader drivers, debris-box drivers and any other classifications in the commercial department shall be posted on the bulletin board to allow all employees qualified to bid for such vacancies.

Any employee who successfully bids for and is assigned to fill any vacancy shall not be eligible to bid on another vacancy for one year after he/she is so assigned, except that this limitation shall not prevent an employee from bidding on a vacancy in a higher classification.

(i) Temporary Vacancies: All temporary openings shall be awarded by seniority within the Floater Pool, defined as regular employees that do not have an assigned route, and with refusal rights by each employee. If no employee accepts the assignment, the Company shall appoint the least senior employee in the Floating Pool. Such temporary openings shall be posted within (1) week of the job opening, and shall be awarded in accordance with Section 22 of the CBA. The definition of a temporary vacancy is when an employee is off of work due to illness, injury, approved leave, or any absence of three (3) weeks or more. Any driver within the Floater Pool who selects or is assigned such a route shall remain in this position until the regular employee returns. The driver shall be returned to the Floater Pool in accordance with his/her

seniority upon completion of such an assignment. Such an employee may bid on permanent vacancies during this period.

(j) Job Seniority in Reassignment: Twenty (20) working days in a thirty (30) day period will establish seniority in a classification, except that employees assigned to cover temporary assignments such as vacation relief or temporary leaves of absence shall not acquire seniority in the classification to which they are temporarily assigned, no matter how long a period the assignment covers. An employee does not gain seniority in a classification except in the situation where the employee has been permanently assigned as the result of a permanent bid.

When an employee, at his own request, is placed in a lower paid classification, he shall be paid at the rate of the lower classification. In the event the Employers have to cut down on any of the operations, they will have the right to reassign any employee to a lower classification without being obligated to pay the higher rate of pay. Seniority will be observed in such reassignment.

(k) Reduction in force protection: No employee employed under this agreement on the date of ratification will be laid off or removed from the bargaining unit as a result of a reduction in force through December 31, 2016; provided, however, that this paragraph shall not apply in the event of a reduction in force caused by an act of God, terrorist action, loss of any City contract, or a successful challenge to the 1932 Initiative Ordinance. Such losses shall be verified.

(l) Removal of routes: In the event that route reductions are implemented, the seniority of the employee(s) on the removed route(s) will be compared to the remaining employees in that classification with a steady route(s). The senior displaced employee(s) has the option to assume the Route(s) of the least senior employee(s) in that classification. If the senior employee(s) exercise his/her option then, the least senior employee(s) within the affected classification with the steady route will be moved to the floater department in accordance with his/her seniority. The more senior employee(s) from the displaced route(s) will then be allowed to assume those route(s). The change of status form will indicate the effective change date of transfer. Additionally, if the senior employee(s) does not exercise his/her option to assume the least senior employee's route then he/she will be assigned to the floater department. Any option to assume an existing route under this provision is limited to those displaced employees without any trial period (except for directions) as time is of the essence to minimize customer disruption.

## SECTION 23. DESCRIPTIONS

1. Helper/Driver: The second man on rear loader routes. Shuttles garbage collection truck from house to house and collects garbage and refuse; washes truck inside and outside.

2. Shop Person: Performs all duties in the shop assigned to him or her by a supervisor or a leadperson. The duties shall include, but not be limited to, those performed by Parts Room Persons, Lube/Preventive Maintenance Persons, Tirepersons and Container Shop Persons.



3. Mechanic/Truck Welder: Performs all mechanical, truck welding and truck painting duties necessary for fleet maintenance, as assigned to him by a supervisor or leadperson in the shop.

4. Commercial Driver: Drives drop-box, front-end loader, long-haul equipment, bin-truck, from city routes to transfer station and in the case of long haul equipment, from transfer station to disposal site. Responsible for truck and route; and drives truck to and from the dump.

5. Route Leadperson/Fantastic 3: Maintains route services, customer relations and principal revenue collections and rate adjustments. Has to also be able, when situation requires, to perform physical work on the route such as driving truck or collecting refuse. Responsible for truck and route; and drives truck to and from the dump.

6. Shop Foreperson: The Shop Foreperson is responsible for the repairs to all the equipment; is directly in charge of the Shop Employees and oversees the purchase of parts.

7. Assistant Shop Foreman: The Assistant Foreperson helps the Foreperson in his daily duties and takes over for him in his absence.

8. Recycling Collector: All Recycling Collectors must possess a California Class A or B Commercial drivers license; are required to drive a specialized 30-foot recycling collection vehicle assigned by the Company; collect all recyclable materials either placed at the curb, in an apartment house or combination of the two on an assigned route as established by management and the City and County of San Francisco; are responsible for accurate documentation of general route information including participation rates, route conditions and vehicle data as prescribed by management; other duties as required. Responsible for truck and route; and drives truck to and from the dump.

#### **SECTION 24. JURY DUTY**

Any employee scheduled and who is summoned and reports for jury duty shall receive the difference between jury pay and his regular daily rate of pay for each day for which he reported for jury duty and on which he would normally have worked.

#### **SECTION 25. EXTRA CONTRACT AGREEMENTS**

The Employers agree not to enter into any agreement or contract with their employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

#### **SECTION 26. SUBSTANCE ABUSE**

The Employer's Substance Abuse Policy provides that employees who test positive pursuant to Department of Transportation guidelines shall receive a one (1) month suspension and, upon execution of a Return to Work Agreement, be reinstated to their position without loss of seniority. In the event the employee needs additional time, the Employer agrees to allow all employees to complete their rehabilitation program up to three months, as directed by the treating physician and/or counselor without loss of seniority.

During the period that the person is suspended, the Employer will pay for COBRA (medical, dental, EAP) coverage provided that the employee has elected to accept COBRA coverage within the required time period.

## **SECTION 27. DRIVER LICENSES**

(a) All employees must be in possession of a valid California Drivers License of the proper class needed to perform the employee's job duties.

(b) All employees who lose their license for a non-medical reason shall be suspended until such time as the employee obtains a current Drivers License. During this lay-off, the employee may use any accrued but unused vacation time. If the employee is unable to obtain a license within thirteen (13) months of the suspension, the employee shall be discharged. The employee shall be responsible for paying the COBRA premium for his/her health benefits after the first (6) months.

(c) Employees who lose their license due to a medical condition will use their best efforts to have the license reinstated. The Employers agree to make all reasonable accommodations, as defined by law, for the employee to continue to work. Any employee working without a license on the effective date of this Agreement shall continue in that capacity, provided the employee makes best efforts to become licensed.

(d) The employees agree to be in compliance with any and all regulations of the U.S. Department of Transportation, California Highway Patrol, and California Department of Transportation regarding hours of work, medical conditions, and required license.

## **SECTION 28. EMPLOYEE LOYALTY**

During the employee's employment, the employee shall not engage in competition with the Employers as a sole proprietor, partnership, employee, agent or through any other means. Salvaging while on duty or at Employers' facility or customers of Employers' facility is forbidden. Any employee competing with the Employers is subject to immediate discharge. Competition includes collecting recyclables which have been packaged or left for pick-up for the Employer.

## **SECTION 29. TRANSFER OF EMPLOYMENT WITHIN THE RECOLOGY CORPORATION/COMPANY**

Starting January 1, 2012, any employee represented by Teamsters Local No. 350 who transfers, from a San Francisco Recology company to another San Francisco Recology company shall maintain his/her seniority for all benefits and start at the top rate of the hourly rate involved. For any employee represented by Teamsters Local No. 350 who transfers from a Recology company outside of San Francisco to a San Francisco Recology company, Employer shall waive the new hire addendum and the employee will start at 100% of the hourly wage involved.

The pension benefits will be the plan in effect at the company the employee transfers into. As of the date of such transfer, if the transfer involves moving from one pension

plan to another or from one benefit structure under the Recology Pension Plan to another benefit structure under the Recology Pension Plan, the employee's pension benefit accrued while employed by the employee's former employer shall be frozen, and future pension benefit will be determined in accordance with the terms of the plan maintained by the company to which the employee has been transferred.

#### **SECTION 30. SUPPLEMENTAL INCOME 401(K)**

Effective October 2005 the Employers agree to recognize all written authorizations from the union members covered by this agreement authorizing deductions from their compensation for contributions to a Supplemental Income 401(k). This Plan will be administered by New York Life at no cost to the Employers. The parties recognize that due to the need to make administrative and payroll changes in order to participate in this Plan, actual participation may be delayed for a reasonable period of time to allow the administrative and payroll changes to be made. Employees covered by this agreement and hired after October 1, 2005, will be eligible to participate on October 1<sup>st</sup> or April 1<sup>st</sup> 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 Legnilto  
Vice President and Group General  
Manager

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Appendix A

**SIDE LETTER RE PAYMENT OF PENSION COMMITTEE REPRESENTATIVE  
(Section 11(j)).**

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

The Union and the Employers hereby agree as follows

Regarding the individual designated by the Union and appointed by the Recology Board of Directors to the Recology Pension Committee (See Section 11(j)), if the designee is not a Recology employee, subject to confirmation that such payments can be lawfully made, the Employers shall compensate the Union designee for attendance at meetings of the Recology Pension Committee and preparation time at the amount paid to non-employee members of that Committee (currently \$1000 per meeting). This payment is limited to non-employees only. Employee Union designees shall receive no compensation for their service on the Recology Pension Committee.

Dated: 5-11-12

**FOR UNION:**

**SANITARY TRUCK DRIVERS AND  
HELPERS UNION LOCAL 350**

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

Robert Morales  
Secretary-Treasurer

**FOR EMPLOYERS:**

**RECOLOGY GOLDEN GATE DISPOSAL  
COMPANY and RECOLOGY SUNSET  
SCAVENGER COMPANY**

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

John Legnitto  
Vice President and Group General  
Manager

Appendix B

SIDE LETTER OF AGREEMENT

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

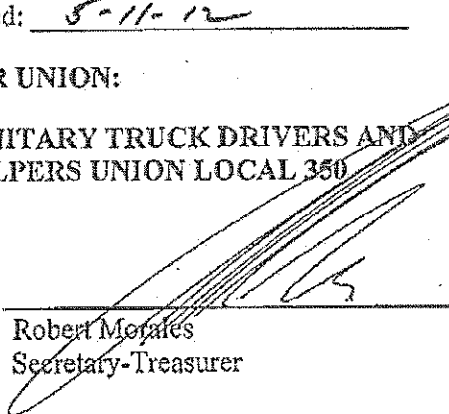
The Union and the Employers hereby agree as follows:

Upon ratification, all warning letters shall be removed from all employee files (this paragraph does not affect any prior suspensions or terminations or any agreement arising out of prior suspensions or terminations).

Dated: 5-11-12

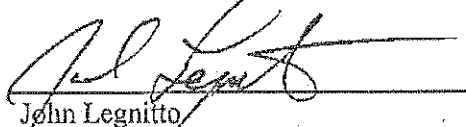
FOR UNION:

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).

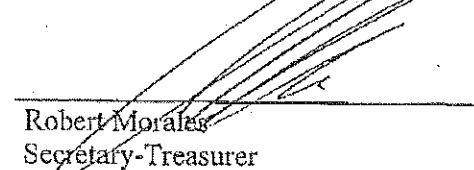
All employees on the payroll on January 1, 2016 shall receive a one-time signup/negotiation incentive of five hundred dollars (\$500.00).

Dated: 5-11-12

FOR UNION:

SANITARY TRUCK DRIVERS AND  
HELPERS UNION LOCAL 350

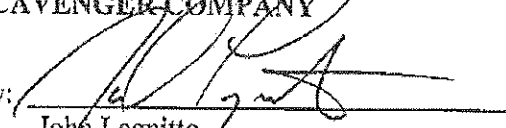
By:

  
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





## Attachment 11

### Summary Tables of Basic Hourly Rates and Fringe Benefits from Collective Bargaining Agreements Provided in Attachments 5-10

# **Prevailing Wage Rate: 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 the text of the Agreement 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)	Holiday D 12 / year	Supplemental E 401K Contribution	Hours	Total Hourly Rate	1.5 X	2x
Journeyman		\$ 21.80	A \$990 / month	\$ 2.19	C, G \$ 1.26	\$ 1.01	\$ 0.25	8	F, G \$ 26.50	F, G \$ 37.40	F, G \$ 48.30
1-6 months		\$ 14.50	A \$990 / month	B \$ 2.19	C \$ 0.28	\$ 0.87	E \$ 0.25	8	F \$ 17.89	F \$ 25.14	F \$ 32.39
7-12 months		\$ 15.00	A \$990 / month	\$ 2.19	C \$ 0.28	\$ 0.69	\$ 0.25	8	F \$ 18.42	F \$ 25.92	F \$ 33.42
13-18 months		\$ 16.50	A \$990 / month	\$ 2.19	C \$ 0.63	\$ 0.76	\$ 0.25	8	F \$ 20.34	F \$ 28.59	F \$ 36.84
Class B Progression Rate		\$ 16.50	A \$990 / month	\$ 2.19	C, G \$ 0.95	\$ 0.76	\$ 0.25	8	F, G \$ 20.65	F, G \$ 28.90	F, G \$ 37.15
1-6 months		\$ 14.00	A \$990 / month	B \$ 2.19	C \$ 0.27	\$ 0.65	E \$ 0.25	8	F \$ 17.36	F \$ 24.36	F \$ 31.36
7-12 months		\$ 14.75	A \$990 / month	\$ 2.19	C \$ 0.28	\$ 0.68	\$ 0.25	8	F \$ 18.15	F \$ 25.53	F \$ 32.90
13-18 months		\$ 16.00	A \$990 / month	\$ 2.19	C \$ 0.62	\$ 0.74	\$ 0.25	8	F \$ 19.79	F \$ 27.79	F \$ 35.79

## **Footnotes**

- 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.
- 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.
- 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. 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. The rate shown here is for an employee having had 5 years continuous service and receiving vacation benefits of 3 weeks with pay.
- See Section 9 of the Agreement for designated holidays.
- 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.
- 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.
- 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.

## Prevailing Wage Rates: Janitors

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 the Agreement for complete information on wages and fringe benefits.

Craft (Journey/ Level)	EMPLOYER PAYMENTS					STRAIGHT-TIME			OVERTIME		
	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)	Sick Days (6 / year accrued)	Hours	Total Hourly Rate	H	1.5 X	G
Number of hours worked for any employer in the industry since June 1, 1983											
0-1950	A \$ 13.175	B 947.57 / month	C \$ 1.582	n/a	\$ 0.507	\$ 0.304	\$ 7,500	H \$ 15,568	H \$ 22,156	+ Monthly Health Trust Fund payment	H \$ 28,743
1951-3900	A \$ 15.130	B 947.57 / month	C \$ 1.582	\$ 0.582	\$ 0.582	\$ 0.349	\$ 7,500	H \$ 18,225	H \$ 25,790	+ Monthly Health Trust Fund payment	H \$ 33,355
3901-4850	A \$ 17.095	B 1275.15 / month	C \$ 1.582	\$ 0.658	\$ 0.658	\$ 0.395	\$ 7,500	H \$ 20,387	H \$ 28,934	+ Monthly Health Trust Fund payment	H \$ 37,482
Over 4850	A \$ 19.050	B 1275.15 / month	C \$ 1.582	E \$ 1.099	\$ 0.733	\$ 0.440	\$ 7,500	H, I \$ 22,904	H, I \$ 32,429	+ Monthly Health Trust Fund payment	H, I \$ 41,954
Forepersons with 10 or fewer employees											
Number of hours worked for any employer in the industry since June 1, 1983											
0-1950	A \$ 13.675	B 947.57 / month	C \$ 1.582	n/a	\$ 0.526	\$ 0.316	\$ 7,500	H \$ 16,099	H \$ 22,936	+ Monthly Health Trust Fund payment	H \$ 29,774
1951-3900	A \$ 15.630	B 947.57 / month	C \$ 1.582	\$ 0.601	\$ 0.601	\$ 0.361	\$ 7,500	H \$ 18,775	H \$ 26,990	+ Monthly Health Trust Fund payment	H \$ 34,405
3901-4850	A \$ 17.595	B 1275.15 / month	C \$ 1.582	\$ 0.677	\$ 0.677	\$ 0.406	\$ 7,500	H \$ 20,937	H \$ 29,734	+ Monthly Health Trust Fund payment	H \$ 38,592
Over 4850	A \$ 19.550	B 1275.15 / month	C \$ 1.582	E \$ 1.128	\$ 0.752	\$ 0.451	\$ 7,500	H, I \$ 23,463	H, I \$ 33,238	+ Monthly Health Trust Fund payment	H, I \$ 43,013
Forepersons with more than 10 employees											
Number of hours worked for any employer in the industry since June 1, 1983											
0-1950	A \$ 13.925	B 947.57 / month	C \$ 1.582	n/a	\$ 0.536	\$ 0.321	\$ 7,500	H \$ 16,364	H \$ 23,327	+ Monthly Health Trust Fund payment	H \$ 30,289
1951-3900	A \$ 15.880	B 947.57 / month	C \$ 1.582	\$ 0.611	\$ 0.611	\$ 0.366	\$ 7,500	H \$ 19,050	H \$ 26,990	+ Monthly Health Trust Fund payment	H \$ 34,930
3901-4850	A \$ 17.845	B 1275.15 / month	C \$ 1.582	\$ 0.686	\$ 0.686	\$ 0.412	\$ 7,500	H \$ 21,212	H \$ 30,134	+ Monthly Health Trust Fund payment	H \$ 39,057
Over 4850	A \$ 19.800	B 1275.15 / month	C \$ 1.582	E \$ 1.142	\$ 0.762	\$ 0.457	\$ 7,500	H, I \$ 23,743	H, I \$ 33,643	+ Monthly Health Trust Fund payment	H, I \$ 43,543

### Footnotes:

- There shall be a twenty cent an hour premium for those employees working in the classifications and performing the duties of carpet and rug cleaning. See Section 8 of the Agreement for details.
- The Health and Welfare amounts listed are based on the benefit plan contribution rates effective March 2013. See rate notifications attached. These amounts are paid for employees who have been employed by the employer for at least 4 months worked at least 90 hours in the previous month. See Exhibit B of the Agreement information on required benefits. This amount is paid in addition to the total hourly wage rate.
- See Section 16 of the Agreement for details.
- 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.
- Vacation rates vary. (see footnote D). 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.
- See Section 11 of the Agreement for designated holidays
- Regular employees who work continuously for the same employer for at least one (1) full year are entitled to 6 days of sick leave. Employees with at least 90 days of service with are also entitled to 3 days of paid bereavement leave following the death of an immediate family member. See Sections 12 and 13 of the Agreement for details.
- 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.
- 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: March 2013

TO: ABLE BUILDING MAINTENANCE; Account No. 102300

FROM: Trust Administrative Office

RE: Employer Contribution Rate Changes for March 2013 hours/April 2013  
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 March 2013 hours, payable in April 2013. 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	\$1154.31
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The new contribution rate effective with March 2013 hours, due April 10, 2013 is:

MENU PLAN C26A	\$1275.15
----------------	-----------

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



# GENERAL EMPLOYEES TRUST FUND

TRUST CLAIMS OFFICE: 2323 EASTLAKE AVE E, SEATTLE, WA 98102

ENGLISH: (800) 441-5593  
ESPAÑOL: (866) 239-0368

## MEMORANDUM

DATE: March 2013

TO: ABLE BUILDING MAINTENANCE; Account No. 102300

FROM: Trust Administrative Office

RE: Employer Contribution Rate Changes for March 2013 hours/April 2013  
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 March 2013 hours, payable in April 2013. 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	\$913.52
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The new contribution rate effective with March 2013 hours, due April 10, 2013 is:

MENU PLAN C26B	\$947.57
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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

## Prevailing Wage Rates: 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, 2013 to March 31, 2014 (Attachment 7). The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to the Agreement for complete information on wages and fringe benefits.

Craft (Journey Level)	EMPLOYER PAYMENTS								STRAIGHT-TIME		OVERTIME				
	Basic Hourly Rate	A	Health and Welfare	Pension	B (varies, w/ increases at year 1, 3, 5, & 12)	C	Holidays (10 / year)	Sick & Funeral Leave (5 days / year)	Hours	Total Hourly Rate	1.5 X		2x		
Base	\$ 20.65	A \$1,303.37 / month	\$ 2.14	B \$	1.19	\$	0.79	\$	0.40	7.5	D, E \$ 25.17	+ Monthly health & welfare payment		D, E \$ 45.82	+ Monthly health & welfare payment
Leadman Base	\$ 21.90	A \$1,303.37 / month	\$ 2.14	B \$	1.26	\$	0.84	\$	0.42	7.5	D, E \$ 26.57	+ Monthly health & welfare payment		D, E \$ 48.47	+ Monthly health & welfare payment
Scaffold / Bos'n Chair	\$ 22.11	A \$1,303.37 / month	\$ 2.14	B \$	1.28	\$	0.85	\$	0.43	7.5	D, E \$ 26.80	+ Monthly health & welfare payment		D, E \$ 48.91	+ Monthly health & welfare payment
Leadman Scaffold / Bos'n Chair	\$ 23.36	A \$1,303.37 / month	\$ 2.14	B \$	1.35	\$	0.90	\$	0.45	7.5	D, E \$ 28.20	+ Monthly health & welfare payment		D, E \$ 51.56	+ Monthly health & welfare payment

### Footnotes

A. The Health and Welfare payment is paid in addition to the total hourly wage rate. This rate became effective April 1, 2013. 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 for information on required benefits.

B. 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. The sample rate shown here is for an employee having had 12 years continuous service and receiving vacation benefits of 4 weeks with pay.

C. See Section 6 of the Agreement for designated holidays and details.

D. 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.

E. 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.



# GENERAL EMPLOYEES TRUST FUND

TRUST CLAIMS OFFICE: 2323 EASTLAKE AVE B, SEATTLE, WA 98102

ENGLISH: (800) 441-5593  
ESPAÑOL: (866) 239-0368

## MEMORANDUM

DATE: March 2013

TO: ABLE BUILDING MAINTENANCE; Account No. 102696

FROM: Trust Administrative Office

RE: Employer Contribution Rate Changes for March 2013 hours/April 2013 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 March 2013 hours, payable in April 2013. 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	\$1176.75
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The new contribution rate effective with March 2013 hours, due April 10, 2013 is:

Menu Plan C18	\$1303.47
---------------	-----------

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

## 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 for July 1, 2013 through December 31, 2013 (Attachment 8). The chart does NOT include all the information contained in the collective bargaining agreement. Please refer to the Agreement for complete information on wages and fringe benefits.

CRAFT (JOURNEY LEVEL)	EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME		
	BASIC HOURLY RATE	HEALTH AND WELFARE	C	PENSION	D VACATION	E TRAINING & CERTIFICATION	HOURS	TOTAL HOURLY RATE	A	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).	\$ 34.28	\$ 5.55		\$ 5.18	\$ 2.74	\$ 0.74	8	\$ 48.50		\$ 65.64	\$ 82.78
Multi-source technicians for breakout rooms and events or theme parties without entertainment.	\$ 40.62	\$ 6.58		\$ 6.14	\$ 3.25	\$ 0.44	8	\$ 57.03		\$ 77.34	\$ 97.65
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.	\$ 43.70	\$ 7.08		\$ 6.61	\$ 3.50	\$ 0.47	8	\$ 61.35		\$ 83.20	\$ 105.05
Department Heads	\$ 48.79	\$ 7.90		\$ 7.38	\$ 3.90	\$ 0.53	8	\$ 68.50		\$ 92.90	\$ 117.29
ETCP Certified Rigger and Electrician	\$ 50.79	\$ 8.23		\$ 7.68	\$ 4.06	\$ 0.55	8	\$ 71.31		\$ 96.70	\$ 122.10
<b>Show Call Rates - Commercial, Industrial and Product Demonstration Shows</b>											
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.	\$ 187.72	\$ 28.38		\$ 28.38	\$ 15.02	\$ 4.05	8	\$ 263.56		\$ 357.42	\$ 451.28
Spot light operators, camera operators per show call, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.	\$ 203.37	\$ 30.75		\$ 30.75	\$ 16.27	\$ 4.39	8	\$ 285.53		\$ 387.22	\$ 488.90
Department Heads	\$ 223.72	\$ 33.83		\$ 33.83	\$ 17.90	\$ 4.83	8	\$ 314.10		\$ 425.96	\$ 537.82

## Footnotes

A. See Sections IV and VII for details about work week schedules and payment of overtime rates.

B. Contributions to the Local 16 Health and Welfare Trust Fund are 15% 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.
- 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.

### Prevailing Wage Rate: 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 the Agreement 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	\$ 18.15		\$ 9.550	\$ 1.10	\$ 0.77	\$ 1.05	8	\$ 30.62	\$ 39.70	\$ 48.77
Driver	\$ 18.42		\$ 9.550	\$ 1.10	\$ 0.77	\$ 1.05	8	\$ 30.89	\$ 40.10	\$ 49.31
Helper	\$ 18.15		\$ 9.550	\$ 1.10	\$ 0.77	\$ 1.05	8	\$ 30.62	\$ 39.70	\$ 48.77

### 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.

## Prevailing Wage Rates: 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). The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to the Agreement for complete information on wages and fringe benefits.

EMPLOYER PAYMENTS													STRAIGHT-TIME		OVERTIME HOURLY RATE															
CRAFT (JOURNEY LEVEL)		A	Basic Hourly Rate	B	Vacation: Increases after Years 1, 2, 4, 7, 12,	Sick (12 days/ year)	D (12 / year)	E Holiday (12 / year)	Health & Welfare	F Pension	G RSP (Retirement Health Insurance)	HOURS	ESTIMATED HOURLY RATE (Please refer to Agreement )	ESTIMATED RATE 1.5 X	ESTIMATED RATE 2 X															
Rates for solid waste haulers employed for 6 months prior to Jan. 1 2012 or for new hires after 36 months of employment.																														
Commercial Driver		A	\$	42.31	C	\$	3.25	\$	1.95	\$	1.95	E	\$	12.00	F	\$	10.93	G	\$	2.94	8.00	H	\$	75.34	H	\$	96.49	H	\$	117.65
Route Leadperson Fantastic 3		A	\$	42.31	C	\$	3.25	\$	1.95	\$	1.95	E	\$	12.00	F	\$	10.93	G	\$	2.94	8.00	H	\$	75.34	H	\$	96.49	H	\$	117.65
During 1st 12 months of employment																														
Commercial Driver		A	\$	33.85		\$	-	\$	1.56	\$	1.56	E	\$	12.00	E	\$	10.93	G	\$	2.94	8.00	H	\$	62.84	H	\$	79.76	H	\$	96.69
Route Leadperson Fantastic 3		A	\$	33.85		\$	-	\$	1.56	\$	1.56	E	\$	12.00	E	\$	10.93	G	\$	2.94	8.00	H	\$	62.84	H	\$	79.76	H	\$	96.69
During 2nd 12 months of employment																														
Commercial Driver		A	\$	35.97		\$	0.69	\$	1.66	\$	1.66	E	\$	12.00	E	\$	10.93	G	\$	2.94	8.00	H	\$	65.84	H	\$	83.82	H	\$	101.81
Route Leadperson Fantastic 3		A	\$	35.97		\$	0.69	\$	1.66	\$	1.66	E	\$	12.00	E	\$	10.93	G	\$	2.94	8.00	H	\$	65.84	H	\$	83.82	H	\$	101.81
During 3rd 12 months of employment																														
Commercial Driver		A	\$	38.08		\$	1.46	\$	1.76	\$	1.76	E	\$	12.00	E	\$	10.93	G	\$	2.94	8.00	H	\$	68.93	H	\$	87.97	H	\$	107.01
Route Leadperson Fantastic 3		A	\$	38.08		\$	1.46	\$	1.76	\$	1.76	E	\$	12.00	E	\$	10.93	G	\$	2.94	8.00	H	\$	68.93	H	\$	87.97	H	\$	107.01

### Footnotes

- A. Basic hourly rates increase a minimum of 3% and a maximum of 5% 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 and see the following page for calculations for the current rate.
- 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 years; 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 5 years and receives 4 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.
- 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.

**Payroll & Benefits information provided by Recology Sunset Scavanger; F  
 Provided to the OLSE, August 2013  
Driver**

CY 2013

<u><b>Payroll &amp; Benefits</b></u>	<u><b>Hourly Rate</b></u>
Regular Rate	\$ 42.31
Holiday Off	1.95
Vacation	4.78
Sick Leave	1.95
Payroll	<u>\$ 50.99</u>
<u><b>Benefits</b></u>	
Health Insurance	\$ 12.00
Pension	10.93
RSP (Retirement Health Insurance)	2.94
Shoes Allowance	0.10
Safety Incentive	0.29
FICA & Medicare	3.90
Benefits	<u>\$ 30.16</u>
Payroll & Benefits	<u><u>\$ 81.15</u></u>

Notes: Payroll & Benefits do not include Workers' Compensation, State Payroll Tax, Payroll Tax paid to the City and County of San Francisco or Employee Stock Ownership Plan (ESOP) benefits for employees.

## Attachment 12

### List of the Occupations Covered in this Prevailing Wage Determination

General Prevailing Wage Determinations Made by the Director of Industrial Relations, State of California  
and  
Categories Requested by the San Francisco Board of Supervisors

Asbestos Removal Worker (Laborer)  
Asbestos Worker, Heat and Frost Insulator  
Boilermaker-Blacksmith  
Brick Tender  
Bricklayer, Blocklayer  
Building/Construction Inspector  
Carpenter  
Carpet, Linoleum  
Cement Mason  
Dredger (Operating Engineer)  
Drywall Installer (Carpenter)  
Electrical Utility Lineman  
Electrician  
Elevator Constructor  
Field Surveyor  
Glazier  
Iron Worker  
Laborer  
Landscape Maintenance Laborer  
Light Fixture Maintenance  
Marble Finisher  
Marble Setter  
Modular Furniture Installer (Carpenter)  
Operating Engineer  
Operating Engineer (Building Construction)  
Operating Engineer (Heavy and Highway Work)  
Painter  
Parking and Highway Improvement Painter (Laborer)  
Parking and Highway Improvement Painter (Painter)  
Pile Driver (Carpenter)  
Pile Driver (Operating Engineer - Building Construction)  
Pile Driver (Operating Engineer - Heavy and Highway Work)  
Plaster Tender  
Plasterer  
Plumber  
Roofer  
Sheet Metal Worker (HVAC)  
Slurry Seal Worker  
Stator Rewinder  
Steel Erector and Fabricator (Operating Engineer - Heavy & Highway Work)  
Steel Erector and Fabricator (Operating Engineer - Building Construction)  
Teamster  
Telecommunications Technician  
Telephone Installation Worker  
Terrazzo Worker  
Tile Finisher  
Tile Setter

General Prevailing Wage Determinations Made by the Director of Industrial Relations, State of California  
and  
Categories Requested by the San Francisco Board of Supervisors

Traffic Control/Lane Closure (Laborer)  
Tree Trimmer (high voltage line clearance)  
Tree Trimmer (line clearance)  
Tunnel Worker (Laborer)  
Tunnel/Underground (Operating Engineer)  
Water Well Driller

Occupational categories added at the request of the San Francisco Board of Supervisors:

Parking Garage Attendants  
Janitors  
Window Cleaner  
Theatrical Stage Employees  
Movers  
Solid Waste Hauler