

**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 ½) hours within not more than eight and one-half (8 ½) hours shall constitute a day's work. A week's work shall consist of thirty-seven and one-half (37 ½) hours divided into five (5) consecutive seven and one-half (7 ½) hour working days, followed by two (2) consecutive days off. All employees who work in excess of seven and one-half (7 ½) hours per day within eight and one-half (8 ½) hours or thirty-seven and one-half (37 ½) hours worked per scheduled work week, or five (5) consecutive days shall be paid at the rate of time and one-half (1 ½) for such excess.
- 7.2 Employees shall be entitled to a ten (10) minute rest period approximately in the middle of the first half-shift and a ten (10) minute rest period approximately in the middle of the second half-shift.
- 7.3 The Employer shall endeavor to distribute all scheduled overtime equally in each building insofar as practical among all the employees in a particular job classification. In each building, a schedule shall be maintained and posted, setting forth for a period 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

#### Effective August 1, 2012

0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$13.035	\$14.97	\$16.915	\$18.850

#### Effective August 1, 2013

0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$13.175	\$15.130	\$17.095	\$19.050

#### Effective August 1, 2014

0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$13.315	\$15.290	\$17.275	\$19.250

#### Effective August 1, 2015

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 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<sup>th</sup>) 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 O. Bend

DATED: 1/30/2013

SEIU LOCAL 87  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

C. Chuanch

**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: Tim Ball

Date: 1/29/13

3. Lewis and Taylor Maintenance Company

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

Date: 1-22-13

4. Genesis Building Services

Signature: T-Rif

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 it's best to dispatch/place a member with the required capabilities.
- C.4 (C.3 original) On any given day, the Employer shall fill available temporary positions with the employee on its A, B or C List who is not working that day in

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

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

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

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

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

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

ATTACHMENT 1

**Recycle/Green Buildings**

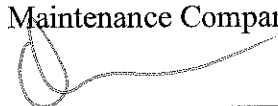
City and Union will participate in joint labor-management committee to identify best practices with respect to janitorial services. Committee will be facilitated by Mayoral designee from the Department of the Environment, and may include other stakeholders.

FOR SEIU Local 87,

By: 

Date: 1/30/2013

Able Building Maintenance Company

Signature: 


FOR the Contractors,

By: 

Date: 1/30/2013

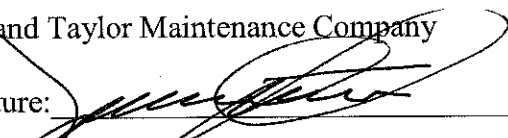
Date: 1-30-2013

American Building Maintenance Company

Signature: 

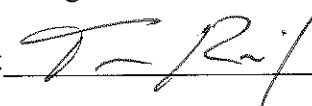
Date: 1/29/13

Lewis and Taylor Maintenance Company

Signature: 

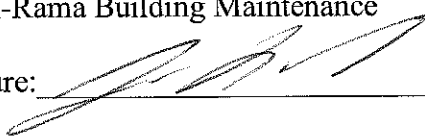
Date: 1-22-13

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: 

Date: 1/30/2013

Able Building Maintenance Company

Signature: 

American Building Maintenance Company

Signature: 

Lewis and Taylor Maintenance Company

Signature: 

Genesis Building Services

Signature: 

Clean-A-Rama Building Maintenance

Signature: 

FOR the Contractors,

By: 

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