

COLLECTIVE BARGAINING AGREEMENT

by and between

**BUILDING OWNERS AND MANAGERS ASSOCIATION
OF SAN FRANCISCO**

And

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS, LOCAL NO. 39**

SEPTEMBER 1, 2004 – AUGUST 31, 2007

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A G R E E M E N T

This Agreement is made and entered into by and between ***Building Owners and Managers Association of San Francisco***, (on behalf of the owners and operators of the buildings listed in Exhibit "A", attached hereto, and of such other buildings as subsequently may be included), hereinafter designated as the "Employer", and **INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL NO. 39**, affiliated with the AFL - CIO, hereinafter designated as the "Union".

SECTION 1. UNION RECOGNITION

This Agreement covers all engineers employed by the Employer, and the Employer recognizes the Union as the sole collective bargaining agency for such engineer employees. It is understood that whenever the masculine gender is used in this Agreement, the terms and conditions apply equally to the feminine gender.

SECTION 2. HIRING, DISCHARGE AND SUSPENSION

- (a) Membership in the Union on or after the thirtieth (30th) day following the beginning of employment or on the effective date of this Agreement, whichever is later, shall be a condition of employment. In the event that an employee fails to become a member or to maintain membership in the Union in accordance with this provision, the Union shall notify the Employer in writing and such written notice shall constitute a request to the Employer to discharge said employee for failure to maintain continuous good standing in the Union.
- (b) When new or additional employees are needed, the Employer shall notify the Union of the number and qualifications of employees needed so that the Union may have a reasonable opportunity to refer applicants for the vacancies to be filled. The Employer agrees to notify the Union within seven (7) days of the date of hiring of the names of all persons hired.
- (c) Selection by the Union of applicants for referral to a job shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, the Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.
- (d) In the hiring and discharging of employees, the Employer shall determine the suitability and competence of his employees within the provisions of the Section and provided that such determination shall not be used for the purpose of discriminating against members of the Union or to circumvent the spirit and intent of this Agreement.
- (e) The Employer shall not discharge or suspend any employee without just cause. The Employer in this regard shall have the right to issue rules of conduct and appropriate penalties for just cause infractions thereof. It is understood that the Employer shall forward a copy of all rules of conduct applicable to employees covered by this Agreement to the Union. It is further understood that the Employer shall not discriminate against any employee for Union activity pursuant to Section 8 (a) (3) of the National Labor Relations Act, as amended.

