

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN FRANCISCO MAINTENANCE CONTRACTORS ASSOCIATION

(“Employer”)

AND

**SEIU LOCAL #1877, Division 87,
SERVICE EMPLOYEES INTERNATIONAL UNION,
AFL-CIO**

(“Union”)

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This agreement is made and entered into this 1st day of August, 2003 by and between the San Francisco Maintenance Contractors Association, designated as the “Employer”, **and SEIU Local 1877, Division 87, Service Employees International Union**, AFL-CIO, CLC, hereinafter designated as the “Union”. It is understood that “Employer” as used below includes individual employers where appropriate.

SECTION I 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 MEMEBERSHIP AND HIRING

3.1 Membership in good standing in the Union not later than the thirty first (31st) day following the beginning of employment or not later than the thirty-first (31st) day following the effective date of this Agreement, whichever is later, shall be a condition of employment covered by this Agreement.

3.2 For purposes of this section only, tender of the initiation fees not later than the thirty-first (31st) day following the date of employment or not later than the thirty-first (31st) day following the effective date of this Agreement, whichever is later, and tender there after 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).
- (c) During the probationary period, the Employer may discharge the employee without cause and without recourse to the grievance procedure.
- 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, the employees, or applicants for employment 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, employees, or applicants for employment.
- 3.7 Committee on Political Education (COPE). The Employer shall honor voluntary payroll deduction for COPE 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 the Section 3. Or from the Employer's reliance upon the authenticity or effectiveness of such authorization cards.

SECTION 4 VISITS BY UNION REPRESENTATIVES

- 4.1 The Business Agent 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 business Agent shall report to the Employer's representative before proceeding through the building. If prior approval is needed for visitation, the employer will set up the procedure for the visitation. IN the event the Business Agent wishes to go through the building, the Employer may send a representative to accompany him/her. Said Business Agent shall not interfere with the normal course of worker in the building.
- 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 MISCELLANEOUS 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.

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 working by employees.
- 5.2 Adequate locker space, containing a table and chairs or bench, shall be provided for the employees and shall adequately heated and ventilated by any method of the Employer's selection.
- 5.3 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.
- 5.4 The employer agrees not to utilize or require any employee to take any lie detector test under any circumstances or for any reason whatsoever.
- 5.5 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.

5.6 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 once a year and the request must be made at the time an employee takes vacation. The employee may make a request for this sick leave information no more than once a year and the request must be made at the time an employee takes sick leave.

SECTION 6 SENIORITY

6.1 Seniority is the right accruing to employees through length of service 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 one shift for that Employer during any twelve (12) month period. And 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 assignment (which could be one or more shifts) for which the employee is qualified and which assignment has been offered to the employee in writing with a reasonable amount of time to respond.

6.3 In 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 one (1) week, 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 fill the position with the highest-ranking qualified person on that Employer's nonpermanent list. (The composition of the nonpermanent list is 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 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. If full rest periods cannot be provided, regardless of the day of the week, the Employer shall either pay the affected employee time and one-half for the rest period time not granted or pay the full shift while shortening the time worked by the minutes of rest period not granted.
- 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 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 wok will be performed.

SECTION 8 WAGES

- 8.1 **All full-time employees who currently receive \$15.65 per hour shall receive a twenty (\$.20) cents per hour increase on August 1, 2003. These rates shall remain in effect until August 1, 2004. On that date the above rate will increase by fifteen (\$.15) cents per hour. These rates shall remain in effect until August 1, 2005. On that date the above rate will increase by another fifteen (\$.15) cents per hour. These rates shall remain in effect until August 1, 2006. On that date the above rate will increase by another forty (\$.40) cents per hour. These rates shall remain in effect until August 1, 2007. On that date the above rate will increase by another fifty (\$.50) cents per hour. These rates shall remain in effect until August 1, 2008.**

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:

Effective August 1, 2003

0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$10.995	\$12.610	\$14.235	\$15.850

Effective August 1, 2004

0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$11.100	\$12.730	\$14.370	\$16.000

Effective August 1, 2005

0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$11.205	\$12.850	\$14.505	\$16.150

Effective August 1, 2006

0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$11.485	\$13.170	\$14.865	\$16.550

Effective August 1, 2007

0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$11.835	\$13.570	\$15.315	\$17.050

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 therefrom.

- 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 09 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.
- 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) cent 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 Foreperson who supervise ten (10) or fewer employees shall receive eleven (\$.11) cents per hour in addition to the wage rate for which they are eligible. Foreperson who supervise more than ten (10) employees shall receive twenty-two (\$.22) cents per hour in addition to the wage rate for which they are eligible.

SECTION 9 PAYMENT FOR TRAVEL

- 9.1 An employee who is required to move from location to location in the course of the 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 location shall be reimbursed at the rate of thirty-one (\$.31) cents per mile 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 employee 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, h 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 mare 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. Vacations shall be scheduled during the period between April 1st and October 1st, unless the time of such vacation is otherwise agreed upon by the Employer and the employee. 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.

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 an 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-five (25) consecutive working days shall be conferred by all provisions of this section.

- 11.6 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.

- 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 fifteen (15) 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.

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 during the employee's paid vacation, or 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. 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.

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.
- 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, except under 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. However, the employer at its discretion may grant such a leave no more often than once every 3 years. The employer may fill the temporary vacancy resulting from the granting of this leave with a **Union member** of its choice.

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 August 1, 2003 through July 31, 2008, \$7.125 per shift or ninety five (\$.95) per hour

Paid vacations, paid holidays and paid sick leave 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.

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.

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 for the facts constituting the alleged grievance.

- 20.3 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.
- 20.4 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. **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 forty-five days from the date the grievance was filed. If the grieving party fails to submit this request in a timely manner, 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.
- 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 five (5) days following a such period, request in writing that the matter be referred to arbitration.
- 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, than an impartial arbitrator shall be named by agreement from a list of five (5) arbitrators supplied by the State Conciliation Service. Either party may reject in its entirety any list of arbitrators supplied by the State Conciliation Service and thereafter request a new list.
- 20.8 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.

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.

- 20.9 Proposals to add to or change this Agreement shall not be arbitrable. Neither an arbitrator nor a panel of representatives shall have any authority or power to add, alter or amend this Agreement.
- 20.10 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.
- 20.11 **EXPEDITED ARBITRATION PROCEDURE**
In order to provide for the timely and informal resolution of disputes, a grievance filed to the pursuant to Section 20.1 of this agreement may be designated as an expedited grievance and proceed as set forth below. In order for a grievance to be processed under this expedited arbitration procedure, both the Employer and the Union must mutually agree to do so. Absent such mutual agreement, no grievance may be processed under this procedure. The procedure shall be as follows:
- (a) There shall be a panel of not more than three permanent arbitrators on a rotating basis. The procedure for selecting the members of the initial panel and for filling vacancies shall be as follows:
 - (1) The parties shall meet promptly to select mutually acceptable arbitrators.
 - (2) If they are unable to agree, they shall then exchange lists of five (5) arbitrators each. An arbitrator whose name appears on both lists shall be considered mutually accepted. If the initial exchange does not result in the selection, the parties shall exchange additional lists within the succeeding seven (7) day period until the required number of arbitrators has been selected.
 - (b) The Arbitrator shall be the sole arbitrator to hear and determine the matter. Such hearing shall be held within ten (10) days after the arbitrator receives notification of the dispute. The arbitrator shall consider and decide the grievance and shall render a decision immediately after hearing and consideration of all evidence presented. The arbitrator may request and upon the mutual agreement of both parties to the dispute receive additional time to deliberate on the matters presented but in no case shall the decision be delayed beyond the forty-eight (48) hours following the close of hearing.
 - (c) The Arbitrator shall orally advise the parties of his decision with a brief explanation of the basis thereof. He shall make a brief, signed note upon the written grievance stating this disposition of the matter. Such decision shall be final and binding on all parties to dispute and the aggrieved employee, but shall not be considered as a precedent in any future proceeding.
 - (d) Any arbitration held under the provisions of this procedure shall be conducted as informally as possible, consistent with full and fair hearing of the issue. The parties to the proceeding shall be permitted to participate only through full-time operating officials who are not lawyers. The Arbitrator shall establish appropriate informal arbitration procedures and have the authority to exclude

any representative of either party who does not meet the qualifications set forth in this Section.

- (e) Any expense incurred for the production of witnesses, or other evidence, shall be borne by the party seeking to produce such evidence or testimony. For the purposes of this Section, time spent as a witness shall not be construed as working time under the provisions of this agreement.
- (f) The Arbitrator shall have no authority to modify, add to, or subtract from any of the terms of this Agreement. Any expenses incidental to the conduct of the hearing, and the fee of the Arbitrator, shall be borne by the losing party.

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 CHECKOFF

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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 (25th) 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.

- 23.5 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.

SECTION 24 EXPEDITED GRIEVANCES

- 24.1 This Section shall be applicable only to any differences between the Employer and the Union involving a dispute over Sections 3 (Hiring);7.1 and 7.3 (Hours and Overtime);11 (Holidays);28.2,28.3 and 28.4 (Miscellaneous);29.1 (Staffing);29.2 (Assignment); and 29.4 (Transfer) of this Agreement. All other grievances shall be taken up under Section 20, Grievance Procedure, of this Agreement.
- 24.2 Any grievance filed under this Section must be brought to the attention of the other party within five (5) days of the occurrence or the discovery thereof by the aggrieved party. Failure to do so shall result in a waiver of the right to file the grievance. Within one workday as such notice, the parties shall meet to determine validity of the charge. A grievance cannot be filed against a third party such as a building manager. If a resolution of the grievance is made at this stage, then the procedure ends. If the grievance is not resolved during the parties' meeting or if either party refuses to attend the meeting, then the grievance automatically moves to the next step of this procedure.
- 24.3 If the grievance is not resolved pursuant to Section 24.2, then the grieving party has the right to request Expedited Arbitration.
- 24.4 The Expedited Arbitration shall be held within two (2) weeks if the request for arbitration. The parties may be represented by whomever they wish. Either party or both parties may have a transcript made of hearing. The arbitrator must render his decision within two (2) weeks after the close of the hearing.
- 24.5 The arbitrator for Expedited Arbitration shall be Gerald R. McKay, and if he cannot act it shall be John Kagel, and if he cannot act it shall be Barbara Chvany, and if she cannot act it shall be Ken Silbert, and if he cannot act it shall be Charles Askin, and if he cannot act it shall be Alexander Cohn.
- 24.6 The cost of the arbitration is to be borne by the loser
- 24.7 It is understood that, as with grievances brought under Section 20 Grievance Procedure, the Employer shall have the right to continue to implement any action which is the subject for a grievance under this section during the time the arbitration process is underway.

SECTION 25 ASSIGNMENTS

25.1 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 include 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 26 BIDDING PROCEDURES

26.1 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.

SECTION 27 SUBCONTRACTING

27.1 The Employer agrees not to subcontract work normally performed by the Employer 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.

SECTION 28 MISCELLANEOUS

28.1 The Employer shall not enter into an agreement, written or verbal, direct or indirect that will prohibit or limit in any manner, any person's or company's right to hire the employees of the Employer, or the right of any employee to accept any such employment, following the termination of the services of the Employer at any job location, building or establishment.

- 28.2 The Employer shall, within forty-eight (48) hours after execution of this Agreement, furnish the Union with a written list of jobs where daily work consists of seven and one-half (7 ½) hours or more, specifying the names and addresses of all such locations.
- 28.3 The Employer will furnish to the Union, in writing, the name and address of any job where the Employer's services have been terminated, together with the number of the Employees, the amount of daily hours worked and the rates of pay at such jobs.
- 28.4 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 29 WORKING CONDITIONS

- 29.1 The Employer shall not lay off any employees or reduce the number of employees at any job location where the total work being performed at the job location amounts to seven and one-half (7 ½) hours of work or more on any day without the express consent, in writing, of the Union except for situations covered under Section 31.
- 29.2 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.
- 29.3 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 6:00pm unless the Union consents. However, it is understood that the Employer may continue to begin a shift after 6:00pm. If the Employer is currently beginning a shift after 6:00pm.
- 29.4 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.
- 29.5 The Union shall have the right to conduct an investigation, including the inspection and auditing of any books or records of the Employer and at any job location, building or establishment, in order to determine whether any provisions of this Section have been violated.

SECTION 30 OTHER AGREEMENTS

- 30.1 In the event the Employer employs employees in industries or locations where there is an agreement involving the Union, the Employer shall pay the wage rates and provide the benefits contained in such agreements. 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 employee's vacation credits shall accumulate at the rate of one-twelfth (1/12th) of his annual vacation allowance each month. If the services of an Employer are discontinued at any location, the accumulated vacation credits of the employee shall immediately become due and payable.

SECTION 31 INDUSTRY JOB POOL

- 31.1 It is agreed that permanent staffing positions will be reduced from the employees affected by these reductions will be guaranteed employment at another location with no loss of wage rate, seniority or other benefits. Jobs to be filled by these employees will include but are not limited to openings caused by retirement, termination, replacing employees classified as temporary by the Employer, new construction or newly created jobs. The first 250 openings (combining both openings covered by this Agreement and the BOMA Agreement) which qualify for the pool must be utilized for the job pool. Any further openings may be utilized for the job pool at the discretion of the Employer.
- 31.2 Vacancy: Employees being laid off due to vacancy shall not be counted towards the 250 mentioned in this section. When vacancy is verified by the building, staff reduction shall be automatic and the affected employee shall be placed on the non-permanent list in accordance with Exhibit C.
- 31.3 The attached list (Attachment1) is a list of new buildings currently under the construction, buildings recently currently undergoing remodeling which will result in new construction jobs or newly created jobs within the meaning Section 31.1 exist or may exist in the future.

SECTION 32 NO STRIKE/LOCKOUT

- 32.1 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 its employees, nor shall the Union or its 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 normal operations.
- 32.2 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.

SECTION 33 SHOP STEWARDS

- 33.1 The Employer recognizes the right of the Union to designate or elect shop stewards and alternates.
- 33.2 The Employer recognizes the shop stewards or alternates, so designated or elected, as the representatives of the Union.

SECTION 34 ENTIRE AGREEMENT

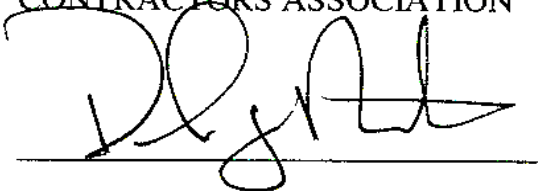
- 34.1 The Employer shall not be bound by any requirement which is not clearly, explicitly and specifically stated in this Agreement. Specifically, but exclusively, the Employer is not bound by any past practices of the Employer or understandings with any labor organization, unless such practices of 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.
- 34.2 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.

SECTION 35 TERM OF AGREEMENT

- 35.1 Unless expressly stated otherwise all parts of this Agreement will be effective August 1, 2003 and shall remain to and including July 31,2008 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: 11/4/03

SAN FRANCISCO MAINTENANCE
CONTRACTORS ASSOCIATION



DATED: 11/3/03

SEIU LOCAL 1877 Division 87
SERVICE EMPLOYEES
INTERNATIONAL UNION,
AFL-CIO, CLC

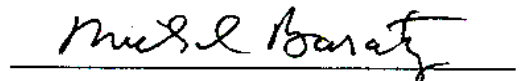


EXHIBIT A

**MEMBERS OF THE SAN FRANCISCO MAINTENANCE
CONTRACTORS ASSOCIATION**

- 1. Able Building Maintenance Company**
- 2. American Building Maintenance Company**
- 3. OneSource Building Services, Inc.**
- 4. Lewis and Taylor Maintenance Company**
- 5. Clean-A-Rama Building Maintenance**

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 the present menu plan covering medical, dental, vision, prescription drug and life insurance coverage for employees and their eligible dependent in its entirety during the term of this Agreement. The present cost of menu plan with vision is **Five Hundred Nine Dollars and Twenty-Five Cents (\$509.25)** per month per eligible employee, consisting of the following benefits:

- A. Medical: ULLICAL PLAN MPO82
 Lifetime Maximum: \$350,000.00
 KAISER PLAN V

- B. Dental: ULLICO PLAN MPO64
 Annual Maximum: \$2,000.00
 Pre-paid (MDC)

- C. Prescription Drugs: ULLICO PLAN MPO99
 Annual Maximum: None
 Co-Pay of \$2/\$10 for Generic/Name Brand

- D. Life and A&D: Coverage: \$5,000.00

- E. Vision

If the present carriers shall, as a result of loss experience, elect to increase the premiums, the Employer agrees to pay such increase in premiums as may be necessary in order to maintain the employee benefits.

B.2 All Employer contributes 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, an employee is one who has worked at least ninety (90) hours in the month prior to month in which previous contribution is due. “90 hours worked” includes straight time hours only, not overtime, and it includes compensable straight hours paid but not worked. Newly hired employees (those who have not been covered under the insurance plan) shall have an effective date of their insurance two months after working ninety (90)

hours or more per month. No Employer contribution shall be made during the first two-month period.

- B.4 If any employee works ninety (90) 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.

EXHIBIT C
THE FILLING OF AVAILABLE TEMPORARY POSITIONS

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

- C.1 Each Employer agrees to maintain two separate lists. The first list will include all Permanent Employees with 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 non-permanent employees. To be included on any Employer's initial non-permanent 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 non-permanent list for each Employer will be as follows:
- (a) Employees who were permanent for a particular Employer but are now layoff, will be at the top of the list for that Employer. The ranking among these employees will be by seniority date.
 - (b) The next ranking will be of these employees who are earning the top wage rate for a particular Employer. 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. The ranking among these employees will be based on the number of accumulated hours worked for that Employer.
- C.3 When filling any temporary vacancy, each Employer shall fill the vacancy by first selecting from its non-permanent list. The order of selection shall be based on the ranking on the non-permanent list. On any given day, the Employer shall select for any temporary vacancy the highest ranking qualified employee on its list who is not working that day. An employee selected to fill a temporary vacancy will continue in that assignment until the permanent employee who is being replaced returns to work. However, if the employee filling a temporary vacancy is making less than top wage rate, and if the temporary vacancy which that employee is filling lasts for more than six weeks, then after that employee has worked six weeks filling that vacancy, the Employer agrees to replace that employee with the most senior qualified top wage rate employee on its non-permanent list. If at that time the Employer does not have a qualified top wage rate employee on its non-permanent list, then the employee in that temporary vacancy may continue to fill it. At the conclusion of any assignment, the employee will again be eligible to fill other temporary vacancies based on that employee's ranking on the non-permanent list.

In hiring, the Employer may consider individuals recommended by the Union. For Day Positions, client approval will also be a determining factor.

If, on any given day, no one from Employer's non-permanent list is available to fill a temporary position, the Employer may fill the temporary position by hiring an individual of its choice. In hiring, the Employer may consider individuals recommended by the Union. Each individual upon being selected by addition, each Employer will provide a phone number that non-permanent employees can call for information concerning temporary vacancies.

C.4 An employee will be removed permanently from an Employer's non permanent list for any of the following reasons.

- Termination for Just Cause
- Not working a shift within the last twelve (12) months
- Refusing to accept three (3) dispatches, without just cause, within thirty (30) day period will be considered a voluntary quit
- Not responding to three (3) Employer notifications for dispatch without just cause within a thirty (30) day period will be considered a voluntary quit. 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 3:00p.m. to 4:30p.m. on that day. It is further understood that this paragraph does not in any way restrict the Employer's right to notify for dispatch at anytime before 3:00p.m or after 4:00p.m.
- Failure to return on time from an Authorized leave of Absence will be considered a voluntary quit except under extenuating circumstances beyond the control of the employee.

C.5 At the outset of the implementation of this system, all current employees on any non-permanent list who are filling temporary vacancies will continue to do so until the assignment is completed.

C.6 Each Employer shall supply the Union with a copy of the permanent and non-permanent list that it prepares pursuant to this provision. Thereafter, each Employer shall supply the Union with a daily report concerning the filling of temporary vacancies no later than 3:00p.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 non-permanent list once every month.

- C.7 For any new jobs that result of an Employer taking over a job site that has never been union, an Employer may hire employees whose wage rate is the lowest on the progression wage rate, regardless of whether there are employees with higher wage rates available on that Employer's non-permanent list. 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 employees on the Employer's non-permanent list who earn the top wage rate. If there is an insufficient number of needed employees with employees whose wage rate is lowest on the progression wage rate.
- C.8 The expedited arbitration procedure set forth in Section 20.11 of this Agreement shall be mandatory solely for a dispute concerning whether or not an employee has the correct ranking on the non-permanent 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 or, if both the Union and the Employer consent, under the voluntary expedited arbitration procedure set forth in Section 20.11 of this Agreement.
- C.9 A committee shall be formed to monitor the implementation of this provision. The committee shall be composed of three (3) Employer representatives and three (3) Union representatives. The committee shall meet quarterly and shall offer, if necessary, suggestions and recommendations to improve the proper implementation of this provision. The committee's suggestions and recommendation shall not be binding on either party.

ATTACHMENT 1

33 New Montgomery Street

90 New Montgomery Street

301 Howard Street

345 California Street

405 Montgomery Street

450 Mission Street

465 California Street

505 Montgomery Street

600 California Street

Old Sutro Building on Montgomery Street

Embarcadero West

Hawthorne Plaza

Hills Bros. Building

Marathon Plaza

Pacific Telesis Center

ATTACHMENT 2

LETTER OF UNDERSTANDING

The parties recognize that the Employer at its discretion may grant special considerations to employees on an individualized, non-precendental and concontractual basis.

ATTACHMENT 3

Letter of Understanding Re: Qualified

The word “qualified” in Section 6.5 and paragraph C.3 of Exhibit C shall be defined as having the necessary skills.